

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

November 7, 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 November 7, 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

- Presentation of the Results of the Water and Wastewater Solar Facility Bonds Bud Levine from Wulff, Hansen & Co.
- 2. Letter of Commendation to Officer Daniel Sauceda

#### 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

Consideration and Approval for the Closeout of the City's 20-CDBGCV2-3-00008
 Grants and Authorization to Submit to the California Department of Housing and
 Community Development (HCD), Community Development Block Grant Program
 (CDBG)

Mai Vang, Financial Services Director

#### 5. CONSENT CALENDAR

- 1. Approve MINUTES October 3, 2024
- 2. Approve MINUTES October 14, 2024 (Special)
- 3. Check Register: 09/01/2024-09/30/2024
- 4. City Council Approval of a Construction Engineering Task Order with MKN for Services Related to the Derrick Reservoir Rehabilitation Project
- 5. Reject Claim for Damages Presented by Ubaldo Medina
- 6. City Council Approval of an On-Call Planning Consulting Contract to Augment Planning Staff
- 7. Approve a Three-Year Service Agreement with Hach Company to Provide Service and Calibration of Lab Equipment at the Water Treatment Plant
- 8. Adopt Resolution No. 4242 Accepting Real Property Located at 405 N. 5th Street, Coalinga, (APN: 072-104-26)
- 9. Conveyance of Property from the Successor Agency to the former Redevelopment Agency to the City of Coalinga
- 10. Code Enforcement Monthly Report for September 2024
- 11. Coalinga Police Department Monthly Report for September 2024

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

1. Discussion, Direction and Potential Action related to the Coalinga Electronic Sign Relocation Budget and Plan

#### Sean Brewer, Interim City Manager

2. Fire Department Update on the Abatement of Burned Properties and Potential Action by the City Council

#### Justin Milligan, Battalion Chief

 Discussion, Direction and Potential Action Related to Solar Lights as a Citywide Standard

Sean Brewer, Interim City Manager

#### 7. ANNOUNCEMENTS

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

3. Mayor's Announcements

#### 8. FUTURE AGENDAITEMS

#### 9. CLOSED SESSION

CITY MANAGER'S PERFORMANCE EVALUATION – Government Code Section 54957(b)

#### 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:	Presentation of the Results of the Water and Wastewater Solar Facility Bonds - Bud Levine from Wulff, Hansen & Co.
Meeting Date: From: Prepared by:	
I. RECOMMENI	DATION:
II. BACKGROUN	ND:
III. DISCUSSION	<b>:</b>
IV. ALTERNATIV	ES:
V. FISCAL IMPA	CT:
ATTACHMENTS:	
File Name	Description
No Attachments Available	

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

**Subject:** Consideration and Approval for the Closeout of the City's 20-CDBGCV2-3-00008

Grants and Authorization to Submit to the California Department of Housing and Community Development (HCD), Community Development Block Grant Program

(CDBG)

Meeting Date: Thursday, November 7, 2024

From: Sean Brewer, Interim City Manager
Prepared by: Sean Brewer, Interim City Manager

#### I. RECOMMENDATION:

Staff recommends Council approve the closeout of the City's 20-CDBG-CV2-3-00008 grants and authorize the submittal to the California Department of Housing and Community Development (HCD), Community Development Block Grant (CDBG) Program.

#### II. BACKGROUND:

The City of Coalinga was awarded \$314,194 in CDBG-CV2-3 grant funds in response to the pandemic to aid City of Coalinga residents affected by Covid-19 in the form of Business Assistance to income eligible businesses owners/and or create/retain jobs for those with incomes at or below 80% of the County AMI for the purpose of aiding businesses impacted by COVID-19 within the City of Coalinga. The City received permission to incur costs on November 3, 2021. The Program provided income eligible business owners with up to \$35,000 in Assistance. Aggressive marketing efforts were conducted; however, interest was very low. Despite these efforts, only one business received the maximum assistance allowed.

The City worked with Self-Help Enterprises (SHE) to amend the activity from business assistance to subsistence payment assistance. The proposed change in scope of work allowed the City to provide rent, mortgage, and/or utilities assistance to low-income households/individuals impacted by COVID-19. These subsistence payments were similar to the City's previous CV1 grant.

On February 23, 2023, HCD approved the amendment and the City began accepting applications. The program provided income eligible households with up to \$5,000 in assistance to cover past due and/or currently due mortgage payments, rent payments, and utility expenses for up to 3 consecutive months as grants with no repayment obligation.

The grant's original expiation date was November 3, 2023, however the City submitted an extension request to allow for more time to assist residents. HCD approved the extension through October 31, 2024.

Details of the grant assistance is provided below:

Applications Received: 38 Households Assisted: 27 Applications Denied: 11\*

<sup>\*</sup>Applications denied are typically due to failure of applicant to provide necessary documentation. Rental,

Mortgage, Utilities will not add up to applications completed due to some households receiving more than one form of assistance.

Income information for households assisted is as follows:

Very-low Income: 11 Low Income: 13 Moderate Income: 03

Female Head of Household: 14

Senior Citizen: 0 Disabled: 0

#### **Budget Total Expenses Disencumbered Funds**

Total General Admin: \$40,845 \$24,777.74 \$16,067.26 Total Activiti: \$273,349 \$182,782.58 \$90,566.42

The City shall continue to work with SHE to operate the program and submit any outstanding reimbursement requests to HCD. This information is provided as a program update, and with Council's approval, the City will continue to submit any financial and/or activity reports to closeout the grant. Additionally, in the case of disencumbering the grant funds, the City shall work with SHE to meet all necessary requirements to ensure all obligations are met.

#### III. DISCUSSION:

When the Public Hearing is opened, citizens are encouraged to ask questions an/or comment on the closeout of the City's 20-CDBG-CV2-3-00008 grant.

#### IV. ALTERNATIVES:

None, as the Public Hearing is part of the grant requirements.

#### V. FISCAL IMPACT:

None.

#### ATTACHMENTS:

File Name Description

■ PUBLIC HEARING NOTICE COL CV2 Closeout PHN Post 102824.pdf

Public Hearing Notice



#### **NOTIC OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City of Coalinga will conduct a public hearing on November 7, 2024 at 6pm, at City Hall located at 155 W. Durian Ave, Coalinga, CA 93210 to discuss the closeout of the City's 20-CDBG-CV2-3-00008 grant.

#### **PUBLIC HEARING**

DATE: November 7, 2024

TIME: 6 p.m. PLACE: City Hall

155 W. Durian Ave Coalinga, CA 93210

The City would like to give the public an opportunity to provide feedback regarding the expenditure and program outcome of all grant funds awarded under the 20-CDBG-CV2-3-00008 contract which provided subsistence payments to eligible households impacted by the pandemic.

If you require special accommodations to participate in the public hearing, please contact Shannon Jensen, Asst. to the City Manager/ Deputy City Clerk, 155 W. Durian Ave, Coalinga, CA 93210, or you may telephone 559-935-1533. In addition, a public information file is available for review at the above address between the hours of 7:30 a.m. and 5:00 p.m. on Monday – Thursday.

If you are unable to attend the public hearing, you may direct written comments to Shannon Jensen, Asst. to the City Manager/Deputy City Clerk, 155 W. Durian Ave, Coalinga, CA 93210, or you may telephone 559-935-1533. In addition, a public information file is available for review at the above address between the hours of 7:30 a.m. and 5:00 p.m. on Monday – Thursday.

The City of Coalinga promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Publish: October 28, 2024, in the Hanford Sentinel



#### **AVISO DE AUDIENCIA PÚBLICA**

POR EL PRESENTE SE NOTIFICA que la Ciudad de Coalinga llevará a cabo una audiencia pública el 7 de noviembre de 2024 a las 6 p. m., en el Ayuntamiento ubicado en 155 W. Durian Ave, Coalinga, CA 93210 para discutir el cierre del 20-CDBG-CV2 de la Ciudad. -3-00008 subvención.

#### **AUDIENCIA PÚBLICA**

FECHA: 7 de noviembre de 2024

HORA: 6 p.m.

LUGAR: Ayuntamiento

155 W.Durian Ave Coalinga, CA 93210

La Ciudad quisiera darle al público la oportunidad de brindar comentarios sobre el gasto y el resultado del programa de todos los fondos de subvención otorgados bajo el contrato 20-CDBG-CV2-3-00008 que proporcionó pagos de subsistencia a hogares elegibles afectados por la pandemia.

Si necesita adaptaciones especiales para participar en la audiencia pública, comuníquese con Shannon Jensen, asistente. al administrador municipal/secretario municipal adjunto, 155 W. Durian Ave, Coalinga, CA 93210, o puede llamar al 559-935-1533. Además, un expediente de información pública se encuentra disponible para su revisión en la dirección antes mencionada entre las 7:30 a. m. y las 5:00 p. m. de lunes a jueves.

Si no puede asistir a la audiencia pública, puede dirigir sus comentarios por escrito a Shannon Jensen, Asst. al administrador municipal/secretario municipal adjunto, 155 W. Durian Ave, Coalinga, CA 93210, o puede llamar al 559-935-1533. Además, un expediente de información pública se encuentra disponible para su revisión en la dirección antes mencionada entre las 7:30 a.m. y las 5:00 p.m. de lunes a jueves.

La ciudad de Coalinga promueve la vivienda justa y pone todos sus programas a disposición de familias de ingresos bajos y moderados independientemente de su edad, raza, color, religión, sexo, origen nacional, preferencia sexual, estado civil o discapacidad.

Publicado: 28 de octubre de 2024 en el Hanford Sentinel

## $\begin{array}{c} \textbf{STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE} \\ \textbf{AUTHORITY} \end{array}$

<b>Meeting Date:</b>	<b>Ieeting Date:</b> Thursday, November 7, 2024						
From:	Sean Brewer, Interim City Manager						
Prepared by:							
I. RECOMMEND	DATION:						
II. BACKGROUN	ND:						
III. DISCUSSION	<b>:</b>						
IV. ALTERNATIV	ES:						
V. FISCAL IMPA	CT:						
ATTACHMENTS:							
File Name		Description					
□ MINUTES_For_App	oroval_100324.pdf	Minutes - October 3, 2024					

Approve MINUTES - October 3, 2024

**Subject:** 

## MINUTES CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA October 3, 2024

#### 1. CALL TO ORDER 6:00 PM

Council Members Present: Horn, Ramirez, Vosburg, Hedgecock

Others Present: Interim City Manager Sean Brewer, Assistant City Attorney Nick Matoian,

Chief of Police Jose Garza, Financial Services Director Mai Vang, City Treasurer Dawn Kahikina, Battalion Chief Justin Milligan, Administrative

Analyst Mercedes Garcia and City Clerk Shannon Jensen

Council Members Absent: Schindler

Others Absent: Fire Chief Greg DuPuis

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

Agenda:

None

Motion by Hedgecock, Seconded by Vosburg to Approve the Agenda for the meeting of October 3, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Schindler – Absent)

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

1. Coalinga's Trails Master Plan Implementation and Project Update

Interim City Manager Sean Brewer presented an update on the implementation of Coalinga's Trails Master Plan project.

Councilman Vosburg requested that dog waste bags and trash receptacles be added along project trails.

#### 3. CITIZEN COMMENTS

The following individual(s) spoke under Citizen Comments:

Chuck Yeadon announced that Coalinga's Gold Star Wellness Center would be having their monthly Rummage Sale on Saturday, October 5, 2024. The Center is collecting blankets for Ruthie's Community Blanket Drive. Mr. Yeadon announced what a great event the City's first annual Wings and Wheels airport event was.

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

None

#### 4. PUBLIC HEARINGS

None.

#### 5. CONSENT CALENDAR

- Approve MINUTES September 19, 2024
- Check Register: 08/01/2024-08/31/2024
- Approve the Renewal of the Property Tax Allocation Agreement with Fresno County Fire Protection District
- 4. Approve Purchase of Portable Radios for the Fire Department
- 5. Approve Purchase of NFPA Compliant PPE Extractor for the Fire Department
- 6. Approve Annual Service Agreement with Stryker PRO Care
- 7. Approve MOU with West Hills College Paramedic Intern Program

Item No. 5.7 was pulled for discussion by Councilman Vosburg.

Battalion Chief Justin Milligan provided a brief overview of the item.

8. City Council Adoption of Resolution No. 4239 – Declaring the Property Located at 217 Cindy Lane a Public Nuisance and Setting an Abatement Hearing

Item No. 5.2 was pulled for discussion by Councilman Hedgecock.

Interim City Manager Sean Brewer provided a brief overview of the item, stating the process has been updated and staff will now be able to immediately abate the project after a 15-day waiting period.

Councilmember Hedgecock urged the public to utilize the City of Coalinga App to report properties that are in violation of the code.

- 9. Authorize Interim City Manager to Enter into a Professional Services Agreement with SWCA, Inc. for On-Call Environmental Services related to Federal and/or State Aided Projects
- 10. Authorize Interim City Manager to Enter into a Professional Services Agreement with Bender Rosenthal, Inc. for On-Call Right-of-Way Services related to Federal and/or State Aided Projects

11. Coalinga Police Department Monthly Report for August 2024

Motion by Horn, Seconded by Ramirez to Approve Consent Calendar Item Nos. 5.1 and 5.3 through 5.11. **Approved** by a 4/0 Roll-Call Majority Vote. (Schindler – Absent)

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

1. Receive Report and Approve a Regulatory Permit for a Cannabis Retail Facility with Delivery at 286 N 5th Street

Jose Garza, Chief of Police

Interim City Manager Sean Brewer provided a brief overview of the item.

Motion by Horn, Seconded by Vosburg to Approve the Regulatory Permit for a Cannabis Retail Facility with Delivery at 286 N 5th Street. Motion **Failed** for lack of a Majority Vote. (Hedgecock and Ramirez – Voted No) (Schindler – Absent)

Councilman Vosburg requested Item No. 6.1 be Tabled and be brought back at a later date when all five Councilmembers are present.

Motion by Vosburg, Seconded by Horn to **Table** Item No. 6.1 and be brought back for Consideration of all five Councilmembers. **Approved** by a 4/0 Roll-Call Majority Vote. (Schindler – Absent)

 Council Consideration and Authorization for the Interim City Manager to Proceed with the Implementation of NEOGOV HR Platform Including a FY25 Budget Adjustment to Cover Unanticipated Costs

Sean Brewer, Interim City Manager

Interim City Manager Sean Brewer provided a brief overview of item.

Motion by Vosburg, Seconded by Horn to Approve the Authorization for the Interim City Manager to Proceed with the Implementation of NEOGOV HR Platform and a Fiscal Year 2024-2025 Budget Adjustment to Cover the Unanticipated Costs. Motion **Approved** by a 4/0 Roll-Call Majority Vote. (Schindler – Absent)

3. Animal Shelter Construction Update Sean Brewer, Interim City Manager

Interim City Manager Sean Brewer provided an overview of the animal shelter project. Staff will periodically provide updates as the project progresses and will bring back any larger ticketed purchases back for approval.

#### 7. ANNOUNCEMENTS

City Manager's Announcements:

None

#### Council Member's Announcements:

Councilman Hedgecock stated he received nothing but positive feedback from everyone at the City's first annual Airport Day: Wings and Wheels event.

Councilman Hedgecock urged everyone to get out and vote during the November 2024 election.

Mayor Pro-Tem Ramirez thanked the community for all the support he and his family has received during this time and the loss of his younger nephew to leukemia. He stated his family continues to need help with his older nephew who was recently also diagnosed with leukemia. His family will be having a yard sale on Saturday, October 12, 2024, to help raise funds.

Councilman Vosburg offered his condolences to Mayor Pro-Tem Ramirez and his family for his recent loss.

Councilman Vosburg thanked all those involved in the Wings and Wheels event. He attended and said it was an amazing event.

#### Mayor's Announcements:

Mayor Horn announced that the Keck Community Center will be a voting center as in years past. You may vote in-person, or drop off your mail-in ballot, at the voting center beginning November 2, 2024, through November 4, 2024, between the hours of 9:00am – 5:00pm and between 7:00am – 8:00pm on November 5, 2024.

Mayor Horn announced that the Coalinga-Huron Recreation and Parks District will be holding their Annual Down Syndrome Walk at Keck Park this Saturday, October 5, 2024, from 1:00pm – 3:00pm.

#### 8. FUTURE AGENDA ITEMS

Councilman Vosburg requested a Future Agenda Item to change the current process for Council to approve regulatory permits for cannabis retail facilities.

#### 9. CLOSED SESSION

CITY MANAGER'S PERFORMANCE EVALUATION – Government Code Section 54957(b)

#### 10. CLOSED SESSION REPORT

None

11. ADJOURNMENT 7:16 PM	APPROVED:	
ATTEST:	James Horn, Mayor	
Shannon Jensen, City Clerk		
Date		

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

Su	bject:	Approve MINUTES - October 1	4, 2024 (Special)
Me	eeting Date:	Thursday, November 7, 2024	
Fre	om:	Sean Brewer, Interim City Manage	er
Pro	epared by:	Shannon Jensen, City Clerk	
 I.	RECOMMEND	DATION:	
II.	BACKGROUN	VD:	
III.	DISCUSSION	:	
IV.	ALTERNATIV	ES:	
V.	FISCAL IMPA	CT:	
AT	TACHMENTS:		
	File Name		Description
D	MINUTES_SPECIAL_	_For_Approval_101424.pdf	Minutes - October 14, 2024 (Special)

# SPECIAL MINUTES CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA October 14, 2024

#### 1. CALL TO ORDER 6:00 PM

Council Members Present: Horn, Ramirez, Vosburg, Schindler

Others Present: Interim City Manager Sean Brewer and City Clerk Shannon Jensen

Council Members Absent: Hedgecock

Others Absent: City Attorney Mario Zamora, Chief of Police Jose Garza, Financial Services

Director Mai Vang, City Treasurer Dawn Kahikina, Battalion Chief Justin Milligan, Administrative Analyst Mercedes Garcia, and Fire Chief Greg

**DuPuis** 

Changes to the Agenda: Interim City Manager Sean Brewer announced the following Changes to the

Agenda:

None

Motion by Ramirez, Seconded by Schindler to Approve the Agenda for the Special meeting of October 14, 2024. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Hedgecock – Absent)

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

None.

#### 3. CITIZEN COMMENTS

The following individual(s) spoke under Citizen Comments:

None

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

None.

#### 4. PUBLIC HEARINGS

None.

#### 5. CONSENT CALENDAR

1. Adopt Resolution No. 4241 Authorizing the Acceptance of Property Easement known as APNs 071-020-16S; 071-020-23S; 071-020-66S; and 072-222-02ST (portion) via Easement Grant Deed

Motion by Schindler, Seconded by Horn to Approve Consent Calendar Item Nos. 5.1. **Approved** by a 4/0 Roll-Call Majority Vote. (Hedgecock – Absent)

Call Majority Vote. (Hedgecock – Absent)	
6. ORDINANCE PRESENTATION, DISCUSSION AND POTEN	NTIAL ACTION ITEMS
None.	
7. ANNOUNCEMENTS	
City Manager's Announcements:	
None.	
Council Member's Announcements:	
None.	
Mayor's Announcements:	
None.	
8. FUTURE AGENDA ITEMS	
None.	
9. CLOSED SESSION	
None.	
10. CLOSED SESSION REPORT	
None.	
11. ADJOURNMENT 6:01 PM	ADDDOVED.
•	APPROVED:
ATTEST:	James Horn, Mayor
Shannon Jensen, City Clerk	
Date	

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

Sul	bject: Check Register: 09/01/2024-09/30/2024						
Me	<b>Thursday, November 5, 2024</b>						
Fro	From: Sean Brewer, Interim City Manager						
Pre	epared by:	Yasmin Gonzalez, Financia	al Services Supervisor				
I.	RECOMMENI	OATION:					
II.	BACKGROUN	VD:					
III.	DISCUSSION	:					
IV.	ALTERNATIV	ES:					
V.	FISCAL IMPA	CT:					
AT	TACHMENTS:						
	File Name		Description				
D	2024-09_Check_Regis	ter_Cover_Sheet_for_Council.pdf	Check Register Cover Sheet - September 2024				
D	2024-09_Expense_Ap	proval_Rpt.pdf	Check Register - September 2024				



#### **CHECK REGISTER**

COUNCIL MEETING OF Thursday, November 7th, 2024

EXPENSES: 9/1/2024 through 9/30/2024

**ACCOUNTS PAYABLE:** 

Month Ending: 9/30/2024 Registers: # 76020 - #76303 **\$ 1,480,566.49** 

**PAYROLL:** 

 Pay Period Ending:
 9/8/2024
 Payroll Check # 18890 - 18891
 \$ 2,010.45

 Pay Date:
 9/13/2024
 Direct Deposit
 \$ 222,951.85

 Separations:
 9/16/2024
 Payroll Check # 18892 - 18895
 \$ 27,196.32

Payroll Total:  $\frac{\sqrt{27,156.52}}{252,158.62}$ 

Pay Period Ending: 9/22/2024 Payroll Check # 18896 - 18898 \$ 3,176.21

Pay Date: 9/27/2024 Direct Deposit \$ 214,178.26

Separation: 9/27/2024 Payroll Check # 18896 - 18899 \$ 470.73

Payroll Total: \$ 217,825.20

TOTAL CHECK REGISTERS THROUGH: 9/30/24 \$ 1,950,550.31



#### City of Coalinga

## **Expense Approval Report**

By Payment Number
Payment Dates 9/1/2024 - 9/30/2024

	Daywood Date	Mandanii			Danis and Assessed
Daymant Number	Payment Date Payable Number	Vendor #	Vander Name	Account Number	Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number	Item Amount
76020	9/3/2024	1205	City Employee Contrib. Assoc.		55.00
	0008802	CECA Dues		950-000-33000	55.00
76021	9/3/2024	1223	Coalinga Firefighters		940.00
	0008804	Fire Union Dues		950-000-33300	850.00
	0008805	Fire Union Dues		950-000-33300	30.00
	0008809	Fire Union Dues		950-000-33300	60.00
76000	0/0/0004	1000			205.75
76022	9/3/2024	1228	Coalinga Peace Officer's Associat		905.76
	0008807 0008810	Mastagni Law Firm CPOA Dues		950-000-33200 950-000-33200	297.50 297.50
	0008810	PORAC Dues		950-000-33200	310.76
	0000011	1 OTTAC DUCS		330 000 33200	310.70
76023	9/3/2024	1384	Franchise Tax Board		225.00
	0008874	FTB Sacramento \$\$		950-000-34010	150.00
	0008875	FTB Sacramento \$\$		950-000-34010	75.00
76024	9/3/2024	02709	International City Management	Association Retirement Corporation	11,224.37
	0008838	457 ICMA EE\$/ER%		950-000-32100	918.47
	0008839	457 ICMA EE\$/ER%		950-000-32100	460.35
	0008840	457 ICMA EE\$/ER%		950-000-32100	521.23
	0008841	457 ICMA \$\$ General		950-000-32100	30.00
	0008842	457 ICMA \$\$ General		950-000-32100	225.00
	0008843	457 ICMA \$\$ General		950-000-32100	30.00
	0008844	457 ICMA \$\$ General		950-000-32100	15.00
	0008845	457 ICMA \$\$ General		950-000-32100	15.00
	0008846	457 ICMA \$\$ General		950-000-32100	45.00
	0008847	457 ICMA % General		950-000-32100	676.88
	0008848	457 ICMA % General		950-000-32100	502.79
	0008849	457 ICMA % General		950-000-32100	264.42
	0008850 0008851	457 ICMA % General 457 ICMA % General		950-000-32100	402.04 757.20
	0008852	457 ICMA % General		950-000-32100 950-000-32100	737.20 744.65
	0008853	457 ICMA % General		950-000-32100	680.12
	0008854	457 ICMA % General		950-000-32100	323.91
	0008855	457 ICMA % General		950-000-32100	201.86
	0008856	457 ICMA % General		950-000-32100	432.17
	0008857	457 ICMA % General		950-000-32100	180.05
	0008858	457 ICMA % General		950-000-32100	314.45
	0008859	457 ICMA % General		950-000-32100	1,029.41
	0008860	457 ICMA % General		950-000-32100	1,045.94
	0008861	457 ICMA % General		950-000-32100	685.68
	0008862	457 ICMA % General		950-000-32100	279.27
	0008863	457 ICMA % General		950-000-32100	443.48
76026	9/3/2024	1586	Legal Shield		168.46
	0008806	Pre-Paid Legal Shield	6	950-000-34060	168.46
		_			
76027	9/3/2024	1820	SEIU Local 521 - Dues W/H		894.65
	0008812	SEIU COPE		950-000-33000	40.00
	0008813	SEIU Dues		950-000-33000	854.65
76028	9/5/2024	02475	Alberto Ramirez		4,081.00
	0009002	7/24 BLDG Window C	Cleaning	101-432-84030	1,332.67
	0009003	8/24 BLDG Janitoral S	Services	101-432-84030	2,200.00
	0009004	8/24 BLDG Additiona	l Janitorial Duties	101-432-84030	123.33

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Expense Approval	переге				1 dyment bates: 3/ 1/2024 3/50/2024
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	0009005	8/24 PW Janitorial S	Services	501-508-84030	141.67
	0009005	8/24 PW Janitorial S	Services	502-510-84030	141.67
	0009005	8/24 PW Janitorial S		503-521-84030	141.66
76029	9/5/2024	02388	Amazon Capital Services, Inc.		48.69
	13VL-XVPT-PPMM	8/24 FIN Office Sup		101-406-70010	1.46
	13VL-XVPT-PPMM	8/24 FIN Office Sup	•	501-406-70010	19.49
	13VL-XVPT-PPMM	8/24 FIN Office Sup		502-406-70010	17.04
	13VL-XVPT-PPMM	8/24 FIN Office Sup		503-406-70010	9.73
	13VL-XVPT-PPMM	8/24 FIN Office Sup	plies	504-406-70010	0.97
76030	9/5/2024	02386	American Office Solutions, LLC		6,664.15
. 0000	22977	7/24 FIN (5) Compu	·	101-406-84012	561.57
	22977	7/24 FIN (5) Compu		101-406-84012	168.47
	22977	7/24 FIN (5) Compu		101-406-84012	168.47
	22977	7/24 FIN (5) Compu	•	101-406-84012	224.63
	22977	7/24 FIN (5) Compu		101-406-84012	336.94
	22977	7/24 FIN (5) Compu		107-422-84012	56.16
	22977	7/24 FIN (5) Compu	<del>-</del>	501-406-84012	393.09
	22977	7/24 FIN (5) Compu		501-406-84012	393.10
	22977	7/24 FIN (5) Compu		501-406-84012	336.94
	22977	7/24 FIN (5) Compu		501-406-84012	336.94
	22977	7/24 FIN (5) Compu	<del>-</del>	501-406-84012	224.63
	22977	7/24 FIN (5) Compu		502-406-84012	280.78
	22977	7/24 FIN (5) Compu		502-406-84012	168.47
	22977	7/24 FIN (5) Compu		502-406-84012	280.78
	22977	7/24 FIN (5) Compu		502-406-84012	336.94
	22977	7/24 FIN (5) Compu		502-406-84012	280.78
	22977	7/24 FIN (5) Compu	<del>-</del>	503-406-84012	157.24
	22977	7/24 FIN (5) Compu		503-406-84012	157.24
	22977	7/24 FIN (5) Compu		503-406-84012	213.39
	22977	7/24 FIN (5) Compu		503-406-84012	213.39
	22977	7/24 FIN (5) Compu		503-406-84012	213.39
	22977	7/24 FIN (5) Compu	<del>-</del>	504-406-84012	11.23
	22977	7/24 FIN (5) Compu		504-406-84012	11.23
	22977	7/24 FIN (5) Compu	ters - D. Ramirez	504-406-84012	11.23
	22977	7/24 FIN (5) Compu	ters - O. Sanchez	504-406-84012	11.23
	22977	7/24 FIN (5) Compu	ters - D. Wright	504-406-84012	11.23
	22977	7/24 FIN (5) Compu	ters - D. Wright	820-610-84012	56.14
	23029	7/24 FIN 0365 G3 G	CC Annual	101-406-88040	97.28
	23029	7/24 FIN 0365 G3 G	CC Annual	107-422-88040	32.43
	23029	7/24 FIN 0365 G3 G	CC Annual	501-406-88040	194.56
	23029	7/24 FIN 0365 G3 G	CC Annual	502-406-88040	162.13
	23029	7/24 FIN 0365 G3 G	CC Annual	503-406-88040	123.22
	23029	7/24 FIN 0365 G3 G	CC Annual	504-406-88040	6.49
	23029	7/24 FIN 0365 G3 G	CC Annual	820-610-88040	32.41
	23183	8/24 FIN User Term	ination	101-406-88040	60.00
	23183	8/24 FIN User Term	ination	107-422-88040	20.00
	23183	8/24 FIN User Term	ination	501-406-88040	120.00
	23183	8/24 FIN User Term	ination	502-406-88040	100.00
	23183	8/24 FIN User Term	ination	503-406-88040	76.00
	23183	8/24 FIN User Term		504-406-88040	4.00
	23183	8/24 FIN User Term	ination	820-610-88040	20.00
76033	9/5/2024	1055	Andrew Diaz		379.00
70033			nce 9/15-9/2024 - Diaz	101-413-86010	379.00 379.00
	21124	5/24 FD IVIEdI AQVA	11CE 3/13-3/2024 - DIdZ	101-413-86010	3/9.00
76034	9/5/2024	02082	AutoZone, Inc.		226.50
	5919208131	8/24 PD Wheel Stud	•	101-413-84060	50.00
	5919219272	8/24 SVC Wrench/T		101-431-70060	38.13
	5919220936	8/24 PD Brakes for		101-413-84060	55.57

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76042

76043

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0009006

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429129

02912

#### Payment Dates: 9/1/2024 - 9/30/2024 **Expense Approval Report Payment Date** Vendor# **Payment Amount** Payment Number **Payable Number** Description **Vendor Name Account Number Item Amount** 5919221538 8/24 PD Brakes for #C26 101-413-84060 82.80 76035 9/5/2024 02132 Badger Meter, Inc. 493.05 8/24 PW Cellular End Points 501-508-72030 493.05 80170724 76036 9/5/2024 **Billingsley Tire Service** 670.52 1112 295374 8/24 PW New Tires for Truck #91 501-508-84060 223.51 295374 8/24 PW New Tires for Truck #91 502-510-84060 223.51 295374 8/24 PW New Tires for Truck #91 503-521-84060 223.50 76037 9/5/2024 1119 3.000.00 **Bob Tyner** 3,000.00 8/24 PW Gas Evaluation for Smith & DeLeon 502-510-88100 0001672 76038 9/5/2024 California Business Machines 556 68 8/24 Copier Maint. Agreement COUNCIL 101-401-84010 358045 2.29 101-404-84010 358045 8/24 Copier Maint. Agreement BLDG 4.96 101-404-84010 3.97 358045 8/24 Copier Maint. Agreement PW 358045 8/24 Copier Maint. Agreement CD 101-404-84010 8.97 358045 8/24 Copier Maint. Agreement CITY MGR 101-405-84010 54.69 101-406-84010 0.18 358045 8/24 Copier Maint. Agreement FIN 101-406-84010 358045 8/24 Copier Maint. Agreement FINANCE 4.63 358045 8/24 Copier Maint. Agreement HR 101-408-84010 10.17 358045 8/24 Copier Maint. Agreement HR 101-408-84010 37.16 101-413-84010 98.20 358045 8/24 Copier Maint. Agreement PD 358045 101-416-84010 65.86 8/24 Copier Maint. Agreement FD 358045 8/24 Copier Maint. Agreement HR 107-422-84010 1.46 358045 8/24 Copier Maint. Agreement PW 107-422-84010 9.93 358045 8/24 Copier Maint. Agreement HR 117-416-84010 8.74 358045 8/24 Copier Maint. Agreement HR 501-406-84010 2.89 358045 8/24 Copier Maint. Agreement FINANCE 501-406-84010 61.77 358045 8/24 Copier Maint. Agreement FIN 501-406-84010 2.46 358045 8/24 Copier Maint. Agreement HR 501-503-84010 4.37 358045 8/24 Copier Maint. Agreement WP 501-503-84010 2.25 358045 8/24 Copier Maint. Agreement WP 501-503-84010 19.46 501-508-84010 358045 8/24 Copier Maint. Agreement HR 5.10 358045 8/24 Copier Maint. Agreement PW 501-508-84010 1.99 358045 502-406-84010 8/24 Copier Maint. Agreement FIN 2.15 358045 8/24 Copier Maint. Agreement HR 502-406-84010 2.91 358045 8/24 Copier Maint. Agreement FINANCE 502-406-84010 54.05 358045 8/24 Copier Maint. Agreement HR 502-510-84010 5.10 358045 8/24 Copier Maint. Agreement PW 502-510-84010 7.94 358045 8/24 Copier Maint. Agreement HR 503-406-84010 1.09 358045 8/24 Copier Maint. Agreement FIN 503-406-84010 1.23 358045 8/24 Copier Maint. Agreement FINANCE 503-406-84010 30.89 358045 8/24 Copier Maint, Agreement PW 503-520-84010 9.93 358045 503-520-84010 2.19 8/24 Copier Maint, Agreement HR 358045 8/24 Copier Maint. Agreement WWP 503-520-84010 16.36 0.35 358045 8/24 Copier Maint. Agreement WWP 503-520-84010 0.73 358045 8/24 Copier Maint. Agreement HR 503-521-84010 358045 8/24 Copier Maint. Agreement PW 503-521-84010 5.96 358045 8/24 Copier Maint. Agreement FIN 504-406-84010 0.12 358045 8/24 Copier Maint. Agreement FINANCE 504-406-84010 3.09 358045 504-406-84010 0.36 8/24 Copier Maint. Agreement HR 358045 8/24 Copier Maint. Agreement HR 820-610-84010 0.73

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107-422-70130

101-413-72010

101-415-72010

523.71

19,483.10

523.71

59.63

107.41

Chemtek, Inc.

City of Coalinga

90-11379-001 Animal House-Fresno/Coalinga Rd

8/24 PW Paving for Asphalt Remover

01-11035-004 270 S 6th St

p					
Daymont Number	Payment Date Payable Number	Vendor #	Vandar Nama	Account Number	Payment Amount
Payment Number	•	Description	Vendor Name	Account Number	Item Amount
	0009006	70-08484-001 302 V		101-416-72010	1,890.24
	0009006	70-08559-001 160 V		101-432-72010	59.24
	0009006		V Durian-Landscaping	101-432-72010	108.72
	0009006	70-08558-001 160 V	•	101-432-72010	19.38
	0009006	70-08563-002 155 V	· ·	101-432-72010	1,190.41
	0009006		O W Phelps-AP Spencer House	101-435-72010	94.90
	0009006	90-10892-002 Coalii	•	101-435-72010	68.44
	0009006	90-11991-001 Airpo		101-435-72010	47.45
	0009006	90-11992-001 Airpo		101-435-72010	47.45
	0009006	90-11993-001 Airpo		101-435-72010	47.45
	0009006	90-11994-001 Airpo		101-435-72010	47.45
	0009006		O W Phelps-AP Access Road	101-435-72010	57.47
	0009006	51-04490-001 E Apo	=	101-440-72011	33.19
	0009006	70-08679-001 Sunse	•	101-440-72011	226.55
	0009006	01-11879-001 Plaza		101-440-72011	183.35
	0009006	42-11981-001 W Ga	,	101-440-72011	33.19
	0009006	44-11880-001 Cente		101-440-72011	502.28
	0009006	84-11980-001 Jayne	· -	101-440-72011	33.19
	0009006	71-11970-001 Fores	•	101-440-72011	43.48
	0009006	70-08545-001 6th/E	•	101-440-72011	70.89
	0009006		ennial Park Landscaping	101-440-72011	3,777.02
	0009006	71-08739-001 200 E		101-440-72011	2,799.95
	0009006	84-12000-001 Sanda		101-440-72011	2,205.68
	0009006	51-04491-001 E Elm		101-440-72011	33.19
	0009006	82-10406-001 E Poll	•	101-440-72011	86.67
	0009006	52-06069-001 Van N	·	107-422-72011	39.36
	0009006	45-04297-002 Posa		107-422-72011	103.13
	0009006	70-08463-001 290 V		107-422-72011	85.13
	0009006	42-03294-001 Sunse	•	107-422-72011	66.10
	0009006	22-08117-001 Hayes		107-422-72011	61.99
	0009006	45-04295-002 Phelp		107-422-72011	751.82
	0009006	41-03184-001 W Joa	•	107-422-72011	574.28
	0009006	41-03130-001 Mont	· ·	107-422-72011	514.62
	0009006	61-06870-001 Lynch	· ·	107-422-72011	43.48
	0009006	32-01424-001 Hillvie	•	107-422-72011	109.30
	0009006	62-08395-001 Fores		107-422-72011	33.19
	0009006		W Elm/Pacific/Lucille	107-422-72011	132.66
	0009006	22-11239-001 Creek		107-422-72011	33.19
	0009006	51-04426-001 Baker	•	107-422-72011	33.19
	0009006	51-12025-001 E Elm	•	107-422-72011	33.19
	0009006	52-11633-001 Cherr	•	107-422-72011	33.19
	0009006	52-11634-001 Cherr		107-422-72011	33.19
	0009006	70-11963-001 Ceda		107-422-72011	33.19
	0009006	22-08436-001 Fores		107-422-72011	33.19
	0009006	70-11988-001 Elm/6		107-422-72011	33.19
	0009006	70-12025-000 7th Si	198/Lucille-Landscaping	107-422-72011	33.19
	0009006 0009006	52-11631-001 Cherr	· ·	107-422-72011	33.19 35.25
				107-422-72011	
	0009006	41-03193-001 Prince	•	107-422-72011	37.30
	0009006	84-10692-001 Junip	· ,	107-422-72011	37.70 27.70
	0009006	84-10736-001 Sanda	. •	107-422-72011	37.70
	0009006	70-11990-001 Elm/6 01-11987-001 Elm/		107-422-72011	33.19 33.19
	0009006		· =	107-422-72011	
	0009006	52-11632-001 Cherr		107-422-72011	33.19
	0009006	01-11986-001 Elm/4	· =	107-422-72011	33.19
	0009006		er/Canyon-Landscaping	107-422-72011	156.61
	0009006	01-00006-001 200 E		107-422-72011	33.19 163.91
	0009006 0009006	84-10693-001 Junip 42-03438-001 Van N	= :	107-422-72011 107-422-72011	163.91 290.32
	5005000	45-02420-001 AUI I	ness/mail at. LUt	101-466-16011	270.32

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	Danis de Bala	Mandanii		•	
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	0009006	-	imeon/Posa Chanet	107-422-72011	278.71
	0009006	84-10691-003 Junip	•	107-422-72011	194.77
	0009006	82-11346-001 Wast	· ·	503-520-72010	1,123.42
	0009006	82-10304-001 Servi		503-521-72010	188.53
	0009006	82-10304-001 Servin		503-521-72010	51.70
	0003000	82-10300-001 Wete	: Зпор	303-321-72010	31.70
76048	9/5/2024	02914	CivicPlus, LLC		2,409.00
	279090	11/23 PD Archive So	ocial	101-413-86030	2,409.00
76049	9/5/2024	1224	Coalinga Hardware		75.50
	827684		Charging Stations City Vehicles	101-432-84030	33.73
	827733		Key for Charging Station	101-432-84030	4.75
	828418	8/24 PW Concrete f	=	107-422-70130	16.54
	828421	8/24 PD Misc Suppli		101-413-70440	0.62
	828518	9/24 PW Sink Repai	r for City Yard	501-508-84030	19.86
76050	9/5/2024	1236	College of The Sequoias		875.00
70030	562	8/24 PD Training (7)	= :	101-413-86010	875.00
	302	0/241 D 11dillilig (7)	'	101 413 00010	075.00
76051	9/5/2024	1288	Department of Justice		192.00
	753686	7/24 FIN Fingerprint	ts - R. Yamas	101-406-89070	16.00
	753686	7/24 HR Fingerprint	s - C. Garcia	101-408-89070	32.00
	753686	7/24 PW Fingerprin	ts - R. Labrador	101-440-89070	32.00
	753686	7/24 FD Fingerprints	s - G. Alarcon	117-416-89070	32.00
	753686	7/24 FD Fingerprints	s - H. Crosswy	117-416-89070	32.00
	753686	7/24 FD Fingerprints	s - S. Grandos	117-416-89070	32.00
	753686	7/24 FIN Fingerprint	ts - R. Yamas	501-406-89070	6.40
	753686	7/24 FIN Fingerprint	ts - R. Yamas	502-406-89070	4.80
	753686	7/24 FIN Fingerprint	ts - R. Yamas	503-406-89070	4.48
	753686	7/24 FIN Fingerprint	ts - R. Yamas	504-406-89070	0.32
76050	0.15.1000.4	4.407	5 0 . 0		24474
76052	9/5/2024	1407	Fresno County Sheriff	404 442 00400	344.74
	SO21989	9/24 PD RMS/JMS/0	CAD Billing - August 2024	101-413-88100	344.74
76053	9/5/2024	02036	Gene Bregman & Associates		15,000.00
	0009000	8/24 CC Measure J B	<del>-</del>	101-401-92060	15,000.00
		·	,		•
76054	9/5/2024	02379	Geotab USA, Inc.		98.75
	IN396869	8/24 PW GPS for Str	reet Sweeper & ATV's	101-440-88100	59.25
	IN396869	8/24 SS GPS for Stre	eet Sweeper & ATV's	504-535-88100	39.50
76055	9/5/2024	02192	Cimmo Lovo Animal Shaltar		2.050.00
76055			Gimme Love Animal Shelter	101-415-88100	2,950.00
	456	9/24 AC Allillidi Sile	Iter Services - August 2024	101-415-88100	2,950.00
76056	9/5/2024	02662	Guadalupe Arroyo		379.00
	21125	9/24 PD Meal Advar	nce 9/15-9/2024 - Arroyo	101-413-86010	379.00
76057	9/5/2024	1454	Hanson Bridgett LLP		20,460.00
	1502174	7/24 CC VCP Applica	ation	101-401-88020	20,460.00
76058	9/5/2024	02765	HCI Systems, Inc.		865.00
70038	10078775		Fire Sprinkler Inspection	101-432-84071	865.00
	10070773	0/24 BLDG Allildal I	ne sprinker inspection	101-432-04071	805.00
76059	9/5/2024	02325	Heather McCoy		1,000.00
	1727	8/24 PD Pediatric Ex	kam Case #24-1412	101-413-90070	1,000.00
	a l= la c = :				
76060	9/5/2024	02391	Hinderliter, de Llamas and Asso		2,385.76
	SIN042420	8/24 FIN Sales Tax S		101-406-88100	1,785.76
	SIN042579	8/24 FIN Transactio	n Tax Services Q1 2024	101-406-88100	600.00
76061	9/5/2024	1494	Interstate Gas Services, Inc.		12,368.10
, 0001	7021819		sulting Services - Aug 2024	501-503-88100	7,354.01
	7021819	· · · · · · · · · · · · · · · · · · ·	sulting Services - Aug 2024	502-510-88100	5,014.09
	, 521015	5/241 W Othicy Con	January Jervices Aug 2024	302 310 00100	3,014.03

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• • •	•				
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
76062	9/5/2024	02017	JH Tackett Marketing		100.80
	810440	7/24 ADMIN Plaque	- M. Trejo	101-405-70040	100.80
76063	9/5/2024	1546	JW Heating and Air		3,532.82
	1430	8/24 BLDG HVAC Re	pairs - 148 W Elm	101-432-84050	3,532.82
76064	9/5/2024	1561	Kings County Glass		550.00
	1081920	8/24 BLDG Door Rep	oair at 148 W Elm	101-432-84030	550.00
76065	9/5/2024	02913	Lake Tahoe Community Colle	ege District	1,000.00
	250065	9/24 PD TR211123 -	Carias	101-413-86010	1,000.00
76066	9/5/2024	1579	Law & Associates		800.00
	24-160	8/24 HR Background	ls	101-408-89080	800.00
76067	9/5/2024	1661	Mountain Valley Pest Contro	l, Inc.	78.00
	114241	8/24 BLDG Pest Con	trol Service	101-432-84030	28.00
	114243	8/24 AP Pest Contro	l Service	101-435-84030	50.00
76068	9/5/2024	02615	ODP Business Solutions, LLC		129.50
	373613813001	7/24 PD Office Supp	lies	101-413-70010	26.49
	373629058001	7/24 PD Office Supp	lies	101-413-70010	41.40
	376099911001	7/24 PD Office Supp	lies	101-413-70010	38.75
	376106630001	7/24 PD Office Supp	lies	101-413-70010	22.86
76069	9/5/2024	1692	O'Reilly Automotive, Inc.		615.08
	4316-494911	8/24 PD Lug Nut for	#C19	101-413-84060	23.78
	4316-495710	8/24 SVC Shop Tool	& Stock Fluid	101-431-70060	22.86
	4316-495710	8/24 SVC Shop Tool	& Stock Fluid	101-431-70150	49.03
	4316-496102	8/24 SVC Air Plug &	Blow Gun	101-431-70150	11.06
	4316-496513	8/24 PD Fuel Pump	for #C27	101-413-84060	158.38
	4316-496572	8/24 PD Belt Tensne	r for #C15	101-413-84060	67.80
	4316-496643	8/24 PW Battery for	Old Truck #20	107-422-84060	26.92
	4316-496643	8/24 PW Battery for		501-508-84060	26.93
	4316-496643	8/24 PW Battery for		502-510-84060	26.93
	4316-496643	8/24 PW Battery for		503-521-84060	26.93
	4316-496714	8/24 PW Maintenan		107-422-84060	22.59
	4316-496714	8/24 PW Maintenan		501-508-84060	22.60
	4316-496714	8/24 PW Maintenan		502-510-84060	22.59
	4316-496714	8/24 PW Maintenan		503-521-84060	22.59
	4316-496715	8/24 SVC Oil Change		101-431-70150	84.09
76070	9/5/2024	1721	PG&E		164.62
	0009001	8/24 PW Frame Park	Electricity (5120357172-7)	101-440-72011	164.62
76071	9/5/2024	02637	PTS Communications Inc		160.00
	2124209	7/24 AP Payphone S		101-435-72030	30.00
	2125407	8/24 AP Payphone S		101-435-72030	30.00
	2126557	7/24 PD 911 System	Operational	101-413-88100	100.00
76072	9/5/2024	02915	Raul Labrador		136.00
	20299	9/24 PW Meal Adva		101-440-86010	68.00
	20299	9/24 PW Meal Adva	nce - R. Labrador	107-422-86010	68.00
76073	9/5/2024	1821	Self Help Enterprises		5,295.09
	32	6/24 ADMIN CDBG (	CV2&3 Grant Fees	303-405-88117	5,000.00
	COLADM Jul-24	7/24 Loan Servicing	Fees	815-609-88100	234.00
	COLADM June-24	6/24 Loan Servicing	Fees	815-609-88100	61.09
76074	9/5/2024	02640	TeamCalifornia Economic De	velopment Corporation	2,500.00
	3198		25 Team CA Membership Dues	·	2,500.00

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	Payment Date	Vendor#			Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number	Item Amount
76075	9/5/2024 850710313	1920 8/24 PD Online/Soft	Thomson Reuters/Barclays warer Subscription - Aug 2024	101-413-86030	675.98 675.98
76076	9/5/2024	02846	T-MOBILE USA INC		381.75
	0009007		r - Pedro 100% OVER PMT	101-431-72030	-0.01
	0009007	698-4142 SVC Cente		101-431-72030	43.37
	0009007	381-1988 PW Meter		501-406-72030	17.35
	0009007	341-4461 PW Direct		501-503-72030	7.84
	0009007	307-0132 PW UB Ta		501-508-72030	7.18
	0009007	974-1257 PW Super 307-0126 GIS Tablet		501-508-72030	14.75 7.18
	0009007 0009007	307-0126 GIS Tablet		501-508-72030 501-508-72030	7.18
	0009007	307-0127 PW UB Ta		501-508-72030	7.18
	0009007	307-0130 PW UB Ta		501-508-72030	7.18
	0009007	341-4461 PW Direct		501-508-72030	7.83
	0009007	307-0133 PW UB Ta	blet 8 34%	501-508-72030	7.18
	0009007	307-0128 PW UB Ta	blet 6 34%	501-508-72030	7.18
	0009007	307-0131 PW UB Ta	blet 4 34%	501-508-72030	7.18
	0009007	383-4014 PW Standl	by 34%	501-508-72030	14.75
	0009007	381-1988 PW Meter	Reader 35%	502-406-72030	15.18
	0009007	307-0127 PW UB Ta		502-510-72030	6.98
	0009007	307-0133 PW UB Ta		502-510-72030	6.98
	0009007	341-4461 PW Direct		502-510-72030	7.83
	0009007 0009007	383-4014 PW Standl	•	502-510-72030	14.31 6.98
	0009007	307-0126 GIS Tablet 307-0129 PW UB Ta		502-510-72030 502-510-72030	6.98
	0009007	974-1257 PW Super		502-510-72030	14.31
	0009007	307-0131 PW UB Ta		502-510-72030	6.98
	0009007	307-0132 PW UB Ta		502-510-72030	6.98
	0009007	307-0128 PW UB Ta	blet 6 33%	502-510-72030	6.98
	0009007	307-0130 PW UB Ta	blet 3 33%	502-510-72030	6.98
	0009007	381-1988 PW Meter	Reader 23%	503-406-72030	9.98
	0009007	341-4461 PW Direct	or 20%	503-520-72030	7.83
	0009007	383-4014 PW Standl	by 33%	503-521-72030	14.31
	0009007	307-0131 PW UB Ta		503-521-72030	6.98
	0009007	341-4461 PW Direct		503-521-72030	7.83
	0009007	307-0127 PW UB Ta		503-521-72030	6.98
	0009007 0009007	307-0129 PW UB Ta		503-521-72030	6.98
	0009007	307-0130 PW UB Ta 307-0132 PW UB Ta		503-521-72030 503-521-72030	6.98 6.98
	0009007	307-0132 FW 0B 1a		503-521-72030	6.98
	0009007	307-0133 PW UB Ta		503-521-72030	6.98
	0009007	974-1257 PW Super		503-521-72030	14.31
	0009007	307-0128 PW UB Ta		503-521-72030	6.98
	0009007	381-1988 PW Meter	Reader 2%	504-406-72030	0.86
76079	9/5/2024	02846	T-MOBILE USA INC		156.70
	0009008	362-6567 Field Supe	rvisor 50% - Uribe	501-503-72030	21.69
	0009008	307-0123 Mobile Int	ernet 100%	501-503-72030	30.80
	0009008	383-4514 WP Prima	•	501-503-72030	39.16
	0009008	341-9613 WP On-Ca		501-503-72030	43.37
	0009008	362-6567 Field Supe	rvisor 50% - Uribe	503-520-72030	21.68
76080	9/5/2024	1943	Tyler Technologies, Inc.		3,636.79
	025-476395	9/24 FIN My Civic Cit	= =	101-406-88040	909.20
	025-476395	9/24 FIN My Civic Cit		501-406-88040	909.20
	025-476395 025-476395	9/24 FIN My Civic Cit 9/24 FIN My Civic Cit		502-406-88040 503-406-88040	909.20 909.19
		•			
76081	9/5/2024	1944 CC	US Bank Corporate Payment Co		3,620.05
	USBCDAUG24-01	7/24 CD League of C	al Cities 2024 Conference	101-404-86010	650.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	USBCDAUG24-01	7/24 CD Zoom Mon	thly Subscription	101-404-86030	14.99
	USBCDAUG24-01	7/24 CD FCC NOE St	arbucksFuture Quick Servce	101-404-86500	51.18
	USBCDAUG24-01	8/24 PW US Drug Te	est Center - Tinnes	107-422-88060	7.99
	USBCDAUG24-01	7/24 PW CA-NV AW	WA Backflow Recertification	501-508-86010	340.00
	USBCDAUG24-01	7/24 PW CA-NV AW	WA Backflow Refresher - Smith	501-508-86010	565.00
	USBCDAUG24-01	8/24 PW US Drug Te		501-508-88060	31.98
	USBCDAUG24-01	8/24 PW US Drug Te		502-510-88060	31.98
	USBCDAUG24-01	8/24 PW US Drug Te		503-521-88060	8.00
	USBFDAUG24-01	7/24 FD Groceries &		101-416-70050	678.20
	USBFDAUG24-01	8/24 FD Padded Sie		101-416-70440	234.25
	USBFDAUG24-01 USBFDAUG24-01	7/24 FD S-270 Basic 7/24 FD Student Fee	•	101-416-75030	270.00
	USBFDAUG24-01	7/24 FD Student Fee		101-416-75030 101-416-84060	242.50 68.77
	USBFDAUG24-01	7/24 FD ACLS Renev		117-416-86040	110.00
	USBFDAUG24-01	7/24 FD White Mix		101-416-70010	54.49
	USBFDAUG24-03	7/24 FD USB - C Cha	•	117-416-84060	15.00
	USBFDAUG24-03	7/24 FD Charger - M	=	117-416-84060	27.23
	USBFINAUG24-01	•	olies Paper for Budget Books	101-406-70010	0.58
	USBFINAUG24-01		ebinar ABC'S of Municipal - Vang	101-406-86010	15.00
	USBFINAUG24-01		Time Management - Bonilla	101-406-86010	14.85
	USBFINAUG24-01	7/24 FIN CSMFO We	ebinar ABC'S of Municipal - Vang	107-422-86010	5.00
	USBFINAUG24-01	7/24 FIN Fred Pryor	Time Management - Bonilla	107-422-86010	4.95
	USBFINAUG24-01	7/24 FIN Office Supp	olies Paper for Budget Books	501-406-70010	7.80
	USBFINAUG24-01	7/24 FIN CSMFO Webinar ABC'S of Municipal - Vang		501-406-86010	30.00
	USBFINAUG24-01	7/24 FIN Fred Pryor	Time Management - Bonilla	501-406-86010	29.70
	USBFINAUG24-01	7/24 FIN Office Supp	olies Paper for Budget Books	502-406-70010	6.82
	USBFINAUG24-01	7/24 FIN CSMFO We	ebinar ABC'S of Municipal - Vang	502-406-86010	25.00
	USBFINAUG24-01		Time Management - Bonilla	502-406-86010	24.75
	USBFINAUG24-01		olies Paper for Budget Books	503-406-70010	3.90
	USBFINAUG24-01		Time Management - Bonilla	503-406-86010	18.81
	USBFINAUG24-01	•	ebinar ABC'S of Municipal - Vang	503-406-86010	19.00
	USBFINAUG24-01	• • • • • • • • • • • • • • • • • • • •	olies Paper for Budget Books	504-406-70010	0.39
	USBFINAUG24-01		ebinar ABC'S of Municipal - Vang	504-406-86010	1.00 0.99
	USBFINAUG24-01 USBFINAUG24-01	· ·	Time Management - Bonilla binar ABC'S of Municipal - Vang	504-406-86010 820-610-86010	5.00
	USBFINAUG24-01	•	Time Management - Bonilla	820-610-86010	4.95
76084	9/5/2024	1993	West Hills Oil, Inc.		11,462.44
	79836	3/24 ADMIN Fuel fo	r March 2024	101-405-70160	106.72
	81085	8/24 PD Fuel for Au	gust 2024	101-413-70160	11,355.72
76085	9/5/2024	1983	WageWorks		75.00
	INV6907668	8/24 FSA Monthly -	S. Brewer	101-404-88101	0.75
	INV6907668	8/24 FSA Monthly -	M. Trejo	101-405-88101	1.28
	INV6907668	8/24 FSA Monthly -		101-405-88101	3.00
	INV6907668	8/24 FSA Monthly -		101-405-88101	4.20
	INV6907668	8/24 FSA Monthly -		101-405-88101	5.63
	INV6907668	8/24 FSA Monthly -	•	101-408-88101	4.28
	INV6907668	8/24 FSA Monthly -		101-413-88101	7.50
	INV6907668	8/24 FSA Monthly -		101-413-88101	7.50
	INV6907668 INV6907668	8/24 FSA Monthly - 8/24 FSA Monthly -		101-413-88101 101-435-88101	7.50 2.25
	INV6907668	8/24 FSA Monthly -		107-422-88101	0.15
	INV6907668	8/24 FSA Monthly -	=	107-422-88101	0.13
	INV6907668	8/24 FSA Monthly -		107-422-88101	0.33
	INV6907668	8/24 FSA Monthly -		107-422-88101	1.88
	INV6907668	8/24 FSA Monthly -		117-416-88101	0.08
	INV6907668	8/24 FSA Monthly -		117-416-88101	0.98
	INV6907668	8/24 FSA Monthly -	=	501-406-88101	0.09
	INV6907668	8/24 FSA Monthly -		501-406-88101	0.15
		,			

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Dayment Number	Payment Date	Vendor#	Vandar Nama	Account Number	Payment Amount
Payment Number	Payable Number	Description	Vendor Name		Item Amount
	INV6907668	8/24 FSA Monthly - I	•	501-503-88101	1.01
	INV6907668	8/24 FSA Monthly - S		501-503-88101	0.75
	INV6907668	8/24 FSA Monthly - \ 8/24 FSA Monthly - J		501-503-88101	1.88
	INV6907668 INV6907668	8/24 FSA Monthly - S		501-503-88101 501-503-88101	7.42 0.45
	INV6907668	8/24 FSA Monthly - S		501-503-88101	0.30
	INV6907668	8/24 FSA Monthly - S		501-508-88101	0.38
	INV6907668	8/24 FSA Monthly - S	•	501-508-88101	0.38
	INV6907668	8/24 FSA Monthly - I		501-508-88101	1.05
	INV6907668	8/24 FSA Monthly - S	=	501-508-88101	0.49
	INV6907668	8/24 FSA Monthly - S		502-406-88101	0.15
	INV6907668	8/24 FSA Monthly - I	•	502-406-88101	0.07
	INV6907668	8/24 FSA Monthly - I	•	502-510-88101	1.01
	INV6907668	8/24 FSA Monthly - S		502-510-88101	0.15
	INV6907668	8/24 FSA Monthly - I	M. Garcia	502-510-88101	2.25
	INV6907668	8/24 FSA Monthly - S	S. Brewer	502-510-88101	1.50
	INV6907668	8/24 FSA Monthly - S	S. Redding	502-510-88101	0.38
	INV6907668	8/24 FSA Monthly - S	S. Redding	503-406-88101	0.11
	INV6907668	8/24 FSA Monthly - I	M. Trejo	503-406-88101	0.05
	INV6907668	8/24 FSA Monthly - I	M. Trejo	503-520-88101	1.01
	INV6907668	8/24 FSA Monthly - S	5. Redding	503-520-88101	0.23
	INV6907668	8/24 FSA Monthly - S	5. Jensen	503-520-88101	0.15
	INV6907668	8/24 FSA Monthly - S	S. Brewer	503-520-88101	1.13
	INV6907668	8/24 FSA Monthly - S	S. Jensen	503-521-88101	0.04
	INV6907668	8/24 FSA Monthly - I	•	503-521-88101	1.01
	INV6907668	8/24 FSA Monthly - S	•	503-521-88101	0.11
	INV6907668	8/24 FSA Monthly - S		503-521-88101	1.13
	INV6907668	8/24 FSA Monthly - I		504-406-88101	0.02
	INV6907668	8/24 FSA Monthly - S	<del>-</del>	504-535-88101	0.08
	INV6907668	8/24 FSA Monthly - S		504-535-88101	0.08
	INV6907668	8/24 FSA Monthly - I	•	820-610-88101	0.45
	INV6907668	8/24 FSA Monthly - S	_	820-610-88101	0.08
	INV6907668	8/24 FSA Monthly - S	s. Jensen	820-610-88101	1.50
76089	9/11/2024	1205	City Employee Contrib. Assoc.		60.00
	0008919	CECA Dues		950-000-33000	60.00
76090	0/11/2024	1223	Coalinga Eirofightors		940.00
76090	9/11/2024 0008921	Fire Union Dues	Coalinga Firefighters	950-000-33300	850.00
	0008922	Fire Union Dues		950-000-33300	30.00
	0008926	Fire Union Dues		950-000-33300	60.00
				350 000 00000	00.00
76091	9/11/2024	1228	Coalinga Peace Officer's Associa		905.76
	0008924	Mastagni Law Firm		950-000-33200	297.50
	0008927	CPOA Dues		950-000-33200	297.50
	0008928	PORAC Dues		950-000-33200	310.76
76092	9/11/2024	1384	Franchise Tax Board		225.00
	0008991	FTB Sacramento \$\$		950-000-34010	150.00
	0008992	FTB Sacramento \$\$		950-000-34010	75.00
76093	9/11/2024	02709	International City Management	Association Retirement Corporation	9,355.72
70055	0008955	457 ICMA EE\$/ER%	international city Management	950-000-32100	1,006.18
	0008956	457 ICMA EE\$/ER%		950-000-32100	460.35
	0008957	457 ICMA EE\$/ER%		950-000-32100	521.23
	0008958	457 ICMA \$\$ Genera	ıl	950-000-32100	30.00
	0008959	457 ICMA \$\$ Genera		950-000-32100	225.00
	0008960	457 ICMA \$\$ Genera		950-000-32100	30.00
	0008961	457 ICMA \$\$ Genera		950-000-32100	15.00
	0008962	457 ICMA \$\$ Genera		950-000-32100	15.00
	0008963	457 ICMA \$\$ Genera		950-000-32100	45.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	0008964	457 ICMA % General		950-000-32100	676.88
	0008965	457 ICMA % General		950-000-32100	502.79
	0008966	457 ICMA % General		950-000-32100	264.42
	0008967	457 ICMA % General		950-000-32100	402.04
	0008968	457 ICMA % General		950-000-32100	531.89
	0008969	457 ICMA % General		950-000-32100	295.52
	0008970	457 ICMA % General		950-000-32100	767.41
	0008971	457 ICMA % General		950-000-32100	336.99
	0008972	457 ICMA % General		950-000-32100	201.86
	0008973	457 ICMA % General		950-000-32100	320.89
	0008974	457 ICMA % General		950-000-32100	224.44
	0008975	457 ICMA % General		950-000-32100	395.71
	0008976	457 ICMA % General		950-000-32100	462.98
	0008977	457 ICMA % General		950-000-32100	311.53
	0008978	457 ICMA % General		950-000-32100	674.60
	0008979	457 ICMA % General		950-000-32100	279.27
	0008980	457 ICMA % General		950-000-32100	358.74
76095	9/11/2024	1586	Legal Shield		168.46
	0008923	Pre-Paid Legal Shield		950-000-34060	168.46
76096	9/11/2024	1820	SEIU Local 521 - Dues W/H		879.08
	0008929	SEIU COPE		950-000-33000	40.00
	0008930	SEIU Dues		950-000-33000	839.08
76097	9/12/2024	1030	Alert-All Corp.		2,828.45
	W39072	9/24 FD Open House	Supplies	101-416-70050	2,828.45
76098	9/12/2024	02751	Alycia Sanchez		58.21
	0009027	8/24 FD Spec Cert & [	DMV Fee Reimb - A. Sanchez	117-416-86040	58.21
76099	9/12/2024	02388	Amazon Capital Services, Inc.		1,300.01
	112-0381693-32426	9/24 AP Supplies for A	Activity	101-435-84030	82.81
	112-4107461-24946	9/24 AP Equipment A	ctivity Items	101-435-84030	267.96
	112-9057053-49986	9/24 AP Activity Items	S	101-435-84030	13.67
		9/24 AP Equipment To		101-435-84030	145.88
		8/24 CC Christmas Gif	ft Giveaway	101-401-88220	287.48
	14LD-7MDK-LWGR	8/24 FD Binder Clips		101-416-70010	9.80
	14LD-7MDK-LWGR	8/24 FD Jumbo Size P	aper Chips	101-416-70010	13.50
	14LD-7MDK-LWGR	8/24 FD Batteries		101-416-70010	51.75
	14LD-7MDK-LWGR		ne's Emergency Care in the St	101-416-70050	272.33
	14LD-7MDK-LWGR	8/24 FD Shower Curta		101-416-70450	54.43
	14LD-7MDK-LWGR	8/24 FD Dishwash De	tergent	101-416-70450	100.40
76100	9/12/2024	02386	American Office Solutions, LLC		2,284.25
	23233 23276	8/24 FD OP Tiple X To 10/24 FD Data Backup		101-416-88040 101-416-88040	2,119.17 165.08
76101	9/12/2024	02082	AutoZone, Inc.		179.58
	5919226106	PW 9/24 Battery for c	• •	107-422-84060	239.73
	5919226359	PW 9/24 Electrical Ta		101-431-70150	5.85
	CM0000765	8/24 FD Core Return I		117-416-84060	-44.00
	CM0000766	9/24 PW Core Return	CR	107-422-84060	-22.00
76102	9/12/2024	1112	Billingsley Tire Service		922.66
	294967	8/24 WWP New Tires	tor Backhoe #77	503-520-84060	922.66
76103	9/12/2024	02296	BSK Associates		1,045.00
	AH21552	8/24 WP Outside Lab		501-503-88081	785.00
	AH21552	8/24 WWP Outside La	ab Work	503-520-88080	260.00
76104	9/12/2024	02530	California Intergovernmental Risk		9,753.26
	INV-2372	8/24 Termination FY 2	24-25	101-405-90010	368.11

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV-2372	8/24 KYND (Cyber) F	Y 24-25	101-432-90010	940.47
	INV-2372	8/24 Deduct Buydov	vn FY 24-25	101-432-90010	4,048.38
	INV-2372	8/24 Termination FY	24-25	107-422-90010	108.27
	INV-2372	8/24 Termination FY	24-25	501-406-90010	25.98
	INV-2372	8/24 Deduct Buydov	vn FY 24-25	501-503-90010	670.22
	INV-2372	8/24 Deduct Buydov	vn FY 24-25	501-503-90010	670.22
	INV-2372	8/24 KYND (Cyber) F	Y 24-25	501-503-90010	155.70
	INV-2372	8/24 Termination FY	24-25	501-503-90010	292.32
	INV-2372	8/24 KYND (Cyber) F	Y 24-25	501-508-90010	155.70
	INV-2372	8/24 Termination FY	24-25	501-508-90010	303.15
	INV-2372	8/24 Termination FY	24-25	502-406-90010	19.49
	INV-2372	8/24 Termination FY	24-25	502-510-90010	292.32
	INV-2372	8/24 KYND (Cyber) F	Y 24-25	502-510-90010	10.89
	INV-2372	8/24 Deduct Buydov	vn FY 24-25	502-510-90010	46.89
	INV-2372	8/24 Termination FY	24-25	503-406-90010	12.99
	INV-2372	8/24 KYND (Cyber) F	Y 24-25	503-520-90010	83.84
	INV-2372	8/24 Termination FY	24-25	503-520-90010	292.32
	INV-2372	8/24 Deduct Buydov	vn FY 24-25	503-520-90010	360.89
	INV-2372	8/24 KYND (Cyber) F	Y 24-25	503-521-90010	83.83
	INV-2372	8/24 Termination FY	24-25	503-521-90010	292.32
	INV-2372	8/24 Deduct Buydov	vn FY 24-25	503-521-90010	360.89
	INV-2372	8/24 Termination FY	24-25	504-406-90010	6.50
	INV-2372	8/24 Termination FY	24-25	820-610-90010	151.57
76106	9/12/2024	02594	Cintas Corporation #3		1,789.01
	4203658479	8/24 PW Employee I	Jniforms/Sanitary Supplies/Mat	101-404-70100	7.39
	4203658479	8/24 PW Employee I	Jniforms/Sanitary Supplies/Mat	101-431-70100	22.39
	4203658479	8/24 PW Employee I	Jniforms/Sanitary Supplies/Mat	101-432-84030	276.94
	4203658479	8/24 PW Employee I	Jniforms/Sanitary Supplies/Mat	101-440-70100	713.75
	4203658479	8/24 PW Employee I	Jniforms/Sanitary Supplies/Mat	107-422-70100	48.86
	4203658479	8/24 PW Employee I	Jniforms/Sanitary Supplies/Mat	501-503-70100	55.59
	4203658479	8/24 PW Employee I	Jniforms/Sanitary Supplies/Mat	501-508-70100	48.87
	4203658479	8/24 PW Employee I	Jniforms/Sanitary Supplies/Mat	502-510-70100	48.87
	4203658479	8/24 PW Employee I	Jniforms/Sanitary Supplies/Mat	503-520-70100	27.60
	4203658479		Jniforms/Sanitary Supplies/Mat	503-521-70100	48.86
	4203658479	• •	Jniforms/Sanitary Supplies/Mat	504-535-70100	19.59
	4204320520	9/24 PW Employee I	Jniforms/Sanitary Supplies/Mat	101-404-70100	7.49
	4204320520	9/24 PW Employee I	Jniforms/Sanitary Supplies/Mat	101-431-70100	22.49
	4204320520		Jniforms/Sanitary Supplies/Mat	101-432-84030	75.00
	4204320520		Jniforms/Sanitary Supplies/Mat	101-440-70100	60.00
	4204320520		Jniforms/Sanitary Supplies/Mat	107-422-70100	50.36
	4204320520		Jniforms/Sanitary Supplies/Mat	501-503-70100	56.01
	4204320520		Jniforms/Sanitary Supplies/Mat	501-508-70100	50.36
	4204320520	• •	Jniforms/Sanitary Supplies/Mat	502-510-70100	50.36
	4204320520		Jniforms/Sanitary Supplies/Mat	503-520-70100	28.21
	4204320520		Jniforms/Sanitary Supplies/Mat	503-521-70100	50.35
	4204320520	9/24 PW Employee I	Jniforms/Sanitary Supplies/Mat	504-535-70100	19.67
76108	9/12/2024	02598	Cintas Corporation No. 2		343.77
	5218863092	7/24 WP First Aid Kit	t Refill	501-503-84072	73.71
	5218863092	7/24 WWP First Aid		503-520-84073	82.48
	5227172324	8/24 WP First Aid Kit	t Refill	501-503-84072	98.51
	5227172324	8/24 WWP First Aid	Kit Refill	503-520-84073	89.07
76109	9/12/2024	1207	City of Coalinga		132.66
	0009029	88-11696-002 Lucille	e & Bourdaux	107-422-72011	132.66
76110	9/12/2024	02839	Clean Tech Supplies		626.40
	1740	7/24 FD Decon Wipe	es .	101-416-70050	626.40

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
•		•		Account Number	
76111	9/12/2024	1224	Coalinga Hardware		622.38
	827667	7/24 WP Rope		501-503-70140	35.17
	827864	9/24 FD Fluorecent		101-416-84030	40.14
	828496		rews for Hanger Roof	101-435-84030	15.52
	828525	9/24 AP Misc Suppl		101-435-84030	124.19
	828535	9/24 PW Chain saw	kits	101-440-84050	71.45
	828618	9/24 FD Fuel/Oil		101-416-70060	250.62
	828619	9/24 PW Clamps		502-510-70140	12.38
	828620	9/24 PW Clamps		502-510-70140	19.81
	828631	9/24 PW Chains and	d oil	101-440-84050	53.10
76112	9/12/2024	02580	Encore Textile Services, LLC		583.87
	EFRE-00178410	8/24 FD EMS Linens		117-416-75020	583.87
76442	0/42/2024	02667	False of the FMT and		5 205 02
76113	9/12/2024	02667	Enterprise FM Trust		5,306.82
	633291-090524	· ·	ase Charge for Sept 2024	501-508-98040	1,768.94
	633291-090524		ase Charge for Sept 2024	502-510-98040	1,768.94
	633291-090524	9/24 PW Vehicle Le	ase Charge for Sept 2024	503-521-98040	1,768.94
76114	9/12/2024	02773	Environmental & Lubrication So	lutioons. Inc.	2,433.09
	00000807	8/24 FD Foam F-500		101-416-84060	2,433.09
	0000007	0,211510am1 30		101 110 0 1000	2, 133.03
76115	9/12/2024	02921	Fernando Anthony Daniel Lopez		20.00
	0009014	9/24 PD Safekeepin	g Return	102-000-14501	20.00
76116	9/12/2024	1422	GCS Environmental Equipment S	Services	189.55
, 0110	28982	9/24 PW Sweeper F		504-535-84060	189.55
		•			
76117	9/12/2024	1445	Grainger		139.60
	9236494366	9/24 PW Electrolyte	•	501-508-70101	46.54
	9236494366	9/24 PW Electrolyte	•	502-510-70101	46.53
	9236494366	9/24 PW Electrolyte	e Freezer Pop	503-521-70101	46.53
76118	9/12/2024	02634	GSE Construction Company Inc.		47,500.00
	0009026	9/24 WP Upgrades	- Moss Screen (Ret #2)	501-000-10003	-2,500.00
	0009026		- Moss Screen (Progress #2)	501-503-98441	50,000.00
76119	0/12/2024	02924	Isanon Matos		136.00
70119	9/12/2024			101 440 96010	
	20302	9/24 PW Meal Adva		101-440-86010	68.00
	20302	9/24 PW Meal Adva	ance - I. Matos	107-422-86010	68.00
76120	9/12/2024	02923	Janet Salazar		50.00
	0009020	9/24 Wings & Whee	els Regist Fee Refund - J. Salazar	101-435-48160	50.00
76121	9/12/2024	02201	limmy E. Pholow		4,129.28
70121		8/24 FD Service on	Jimmy E. Phelaw	101 416 94060	·
	050134	8/24 FD Service on	E1/1	101-416-84060	4,129.28
76122	9/12/2024	1553	Keller Ford		154.98
	50247175	8/24 FD Tube Outle	t for M252	117-416-84060	154.98
76422	0/42/2024	4564	Kina Canala Class		450.20
76123	9/12/2024	1561	Kings County Glass	447.446.04060	458.30
	W055459	9/24 FD Windshield	I for M254	117-416-84060	458.30
76124	9/12/2024	1562	Kings County Mobile Locksmith	Service	21.45
	9540	8/24 BLDG Copy Ke	ys for CM Office	101-432-84030	21.45
76125	0/12/2024	02626	I. N. Curtis and Care		4.004.77
76125	9/12/2024	02626	L.N. Curtis and Sons	101 416 70103	4,891.77
	INV861124		ce & Firmware Claim	101-416-70102	2,673.90
	INV861786	8/24 FD MSA Flow	ı esting	101-416-75060	2,217.87
76126	9/12/2024	02902	Leon Environmental Services		650.00
- *	15087	9/24 AP Ashestos/L		306-432-98574	650.00
		-,			030.00

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374839578001

Payment Dates: 9/1/2024 - 9/30/2024 **Payment Date** Vendor# **Payment Amount Payment Number Payable Number** Description **Vendor Name Account Number Item Amount** 76127 02570 744.36 9/12/2024 Linde Gas & Equipment Inc. 45003816 8/24 FD Oxygen 117-416-75000 744.36 100.00 76128 9/12/2024 02920 Luis Eduardo Moreno Bermudez 100.00 0009012 7/24 PD Safekeeping Return 102-000-14501 76129 9/12/2024 1635 Mercedes Garcia 328.95 8/24 CC 2024 NNO Supplies Reimb - M Garcia 0009021 101-401-88220 31.88 0009021 8/24 CC 2024 NNO Supplies Reimb - M Garcia 101-401-88220 5.45 0009021 8/24 CC 2024 NNO Supplies Reimb - M Garcia 101-401-88220 2.72 0009021 8/24 CC 2024 NNO Supplies Reimb - M Garcia 101-401-88220 6.00 0009021 8/24 CC 2024 NNO Supplies Reimb - M Garcia 101-401-88220 38.14 0009021 101-401-88220 8/24 CC 2024 NNO Supplies Reimb - M Garcia 62.66 0009021 8/24 CC 2024 NNO Supplies Reimb - M Garcia 101-401-88220 24.52 0009021 8/24 CC 2024 NNO Supplies Reimb - M Garcia 101-401-88220 66.75 0009021 8/24 AP 2024 Airport Day Reimb - M Garcia 101-435-70040 23.31 11.25 0009022 7/24 CC Breakroom Supples Reimb - M Garcia 101-401-70010 11.25 0009022 7/24 CD Breakroom Supples Reimb - M Garcia 101-404-70010 0009022 11.25 7/24 ADMIN Breakroom Supples Reimb - M Garcia 101-405-70010 0009022 7/24 FIN Breakroom Supples Reimb - M Garcia 101-406-70010 11.25 0009022 7/24 HR Breakroom Supples Reimb - M Garcia 101-408-70010 5.74 0009022 7/24 PW Breakroom Supples Reimb - M Garcia 107-422-70010 2.48 0009022 7/24 FD Breakroom Supples Reimb - M Garcia 117-416-70010 1.35 0009022 7/24 FIN Breakroom Supples Reimb - M Garcia 501-406-70010 0.45 0009022 7/24 WP Breakroom Supples Reimb - M Garcia 501-503-70010 2.93 0009022 7/24 PW Breakroom Supples Reimb - M Garcia 501-508-70010 3.04 0009022 502-406-70010 0.45 7/24 FIN Breakroom Supples Reimb - M Garcia 0009022 502-510-70010 3.04 7/24 PW Breakroom Supples Reimb - M Garcia 0009022 7/24 FIN Breakroom Supples Reimb - M Garcia 503-406-70010 0.17 0009022 7/24 WWP Breakroom Supples Reimb - M Garcia 503-520-70010 2.59 0009022 7/24 PW Breakroom Supples Reimb - M Garcia 503-521-70010 0.11 0009022 7/24 FIN Breakroom Supples Reimb - M Garcia 504-406-70010 0.06 0009022 7/24 RDA Breakroom Supples Reimb - M Garcia 820-610-70010 0.11 9/12/2024 76131 Michee Baggett 80.88 0009028 8/24 FD AMB Meal Reimb - M. Baggett 117-416-75010 80.88 76132 9/12/2024 1647 Mid Valley Disposal, Inc. 544.59 8/24 WP Roll Off Rental 3016491 501-503-82030 544.59 9/12/2024 76133 1661 Mountain Valley Pest Control, Inc. 28.00 8/24 FD Pest Control Service 101-416-84050 28.00 114239 76134 9/12/2024 02615 **ODP Business Solutions, LLC** 835.51 101-401-70010 283.94 373064190001 7/24 CC Paper, Black Toner, Cyan Magenta Yellow 70.80 373064190001 101-404-70010 7/24 CD Paper 283.94 373064190001 7/24 ADMIN Paper, Black Toner, Cyan Magenta Yello 101-405-70010 373064190001 7/24 HR Paper 101-408-70010 36.11 373064190001 7/24 PW Paper 107-422-70010 15.58 373064190001 7/24 FD Paper 117-416-70010 8.50 373064190001 7/24 FIN Paper 501-406-70010 2.83 373064190001 7/24 WP Paper 501-503-70010 18.40 373064190001 7/24 PW Paper 501-508-70010 19.12 373064190001 7/24 FIN Paper 502-406-70010 2.83 373064190001 7/24 PW Paper 502-510-70010 19.12 373064190001 7/24 FIN Paper 503-406-70010 1.06 7/24 WWP Paper 16.28 373064190001 503-520-70010 373064190001 7/24 PW Paper 503-521-70010 0.71 373064190001 7/24 FIN Paper 504-406-70010 0.35 373064190001 7/24 RDA Paper 820-610-70010 0.71

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101-401-70010

11.05

7/24 CC Letter Pad/Stapler/Letter Pad/Folder

Expense Approval	пероп				1 dyment bates 3/1/2024 3/30/2024
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	374839578001	7/24 CD Letter Pad/	Stapler/Letter Pad/Folder	101-404-70010	11.05
	374839578001	7/24 ADMIN Letter I	Pad/Stapler/Letter Pad/Folder	101-405-70010	11.05
	374839578001	7/24 HR Letter Pad/	Stapler/Letter Pad/Folder	101-408-70010	5.64
	374839578001	7/24 PW Letter Pad,	/Stapler/Letter Pad/Folder	107-422-70010	2.43
	374839578001	7/24 FD Letter Pad/	Stapler/Letter Pad/Folder	117-416-70010	1.33
	374839578001	7/24 FIN Letter Pad/	/Stapler/Letter Pad/Folder	501-406-70010	0.44
	374839578001	7/24 WP Letter Pad,	/Stapler/Letter Pad/Folder	501-503-70010	2.87
	374839578001	7/24 PW Letter Pad,	/Stapler/Letter Pad/Folder	501-508-70010	2.97
	374839578001	7/24 FIN Letter Pad/	/Stapler/Letter Pad/Folder	502-406-70010	0.44
	374839578001	7/24 PW Letter Pad,	/Stapler/Letter Pad/Folder	502-510-70010	2.97
	374839578001	7/24 FIN Letter Pad/	/Stapler/Letter Pad/Folder	503-406-70010	0.17
	374839578001	7/24 WWP Letter Pa	ad/Stapler/Letter Pad/Folder	503-520-70010	2.54
	374839578001	7/24 PW Letter Pad,	/Stapler/Letter Pad/Folder	503-521-70010	0.11
	374839578001	7/24 FIN Letter Pad/	/Stapler/Letter Pad/Folder	504-406-70010	0.06
	374839578001	7/24 RDA Letter Pac	l/Stapler/Letter Pad/Folder	820-610-70010	0.11
76137	9/12/2024	1692	O'Reilly Automotive, Inc.		546.50
	4316-496189	8/24 FD Sensorasy 8		101-416-84060	278.89
	4316-496570	8/24 FD Oil/Air Filte	r & Wiper Fluid	101-416-84060	53.01
	4316-496788	9/24 PW Disc Roloc		101-431-70060	13.37
	4316-496916	8/24 WP New Batte	ry for #28	501-503-84060	135.24
	4316-497218	9/24 FD Capsule for	M254	117-416-84060	37.26
	4316-497226	9/24 FD Mini Bulb fo	or M254	117-416-84060	7.18
	4316-498208	9/24 FD M252 DEF		101-416-70160	43.55
	CM0000767	9/24 PW Core Retur	n CR	501-508-84060	-7.34
	CM0000767	9/24 PW Core Retur	n CR	502-510-84060	-7.33
	CM0000767	9/24 PW Core Retur	n CR	503-521-84060	-7.33
76138	9/12/2024	1721	PG&E		108.49
	0009025	8/24 PW Elm/Camb	ridge Signal (9389051722-5)	110-424-72021	108.49
76139	9/12/2024	1721	PG&E		30,945.55
	90624-083124	8/24 PW Gas Delive	ry SE 31 20 15HWY (7001750902	502-510-80020	30,945.55
76140	9/12/2024	1722	PG&E 1533-5		165,290.42
	0009024	705841037 7th & El	m FD Horn	101-416-72020	334.27
	0009024	7053841272 300 W	Elm FD Lights	101-416-72020	3,890.26
	0009024	795617993 240 N 61	th St	101-432-72020	3,066.49
	0009024	7053841516 PD/Jail	/City Hall	101-432-72020	11,325.13
	0009024	7053841565 NW Co	r Phelps-Airport Lights	101-435-72020	1,511.89
	0009024	7053841771 27500	Phelps Ave Ste 1	101-435-72020	124.72
	0009024	7053841899 27500	Phelps Ave Ste 19	101-435-72020	23.34
	0009024	7054189141 Sunset	& 5th Ave	101-440-72011	9.86
	0009024	7053841050 5th & 0	Cedar Tower Clock	101-440-72011	59.44
	0009024	7053841921 Sunset	& Washington-Wtr Ftn	101-440-72011	56.22
	0009024	7053841177 300 Co	alinga Plaza - Pedestal Frame Par	101-440-72011	14.50
	0009024	7053841936 408 S 5	oth Lynch Park	101-440-72011	12.58
	0009024	7051816617 Jayne A	Ave Willow Springs	110-424-72021	112.39
	0009024	7053841535 160 W	Elm Street Light Inv Proj	110-424-72021	80.88
	0009024	7053841002 160W I	Elm Arpt 3144 Term Bldg	110-424-72021	1,128.15
	0009024	1638874976 25 1/2	W Polk	110-424-72021	81.28
	0009024	7053841016 160W	Elm Arpt 3144 Term Bldg	110-424-72021	957.38
	0009024	7053841555 TR 545	1 Warthan & Meadows	110-424-72021	886.45
	0009024	7053841429 TR 533	9 Dorothy Allen Est	110-424-72021	407.01
	0009024		Elm Arpt 3144 Term Bldg	110-424-72021	3,086.47
	0009024		Elm Street Light Inv Proj	110-424-72021	101.84
	0009024	7053841379 Polk &	= -	110-424-72021	80.49
	0009024	7050256422 6th & [		110-424-72021	103.16
	0009024		8 Spano Ent Posa Chanet	110-424-72021	117.80
	0009024		Elm Street Light Inv Proj	110-424-72021	103.29
	0009024	3249826069 TR 449	• ,	110-424-72021	76.87

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	Payment Date	Vendor#			Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number	Item Amount
	0009024	3443128591 City St	unset St Project PM#30257800	110-424-72021	104.98
	0009024		Elm Arpt 3144 Term Bldg	110-424-72021	171.51
	0009024		92 Fox Hollow II @ Frst & Cox	110-424-72021	51.24
	0009024		08 Spano Ent Posa Chanet	110-424-72021	12.81
	0009024		ollow & Echo Canyon	110-424-72021	18.93
	0009024		2 W polk Traffic Control	110-424-72021	133.13
	0009024		Way & Warthan St	110-424-72021	19.62
	0009024	7050007234 Coolid	=	110-424-72021	10.25
	0009024	7054518044 Coolid	=	110-424-72021	10.25
	0009024	7053841439 Phelp		110-424-72021	12.04
	0009024	7053986207 Warth		110-424-72021	13.32
	0009024	7053841661 Forest		110-424-72021	13.78
	0009024	7053841694 160 W		110-424-72021	33.56
	0009024		Ave Btwn 3rd St & 5th St	110-424-72021	58.86
	0009024		Elm Arpt 3144 Term Bldg	110-424-72021	22.38
	0009024		46 Phase I Stallion Sprg Sac & Frs	110-424-72021	56.35
	0009024	7053841990 160 W		110-424-72021	22.38
	0009024	7053841501 410 El		110-424-72021	29.52
	0009024		hiper Rdg Sprinklers	110-424-72021	29.56
	0009024		/ Elm Street Light Inv Proj	110-424-72021	49.85
	0009024	7053841349 160 W		110-424-72021	25.63
	0009024		Durian Prkg Lot Lights	110-424-72021	23.35
	0009024		osa & San Sim Lift Station	110-424-72021	10.06
	0009024	7053841485 Wash	=	110-424-72021	10.04
	0009024		Elm Arpt 3144 Term Bldg	110-424-72021	163.92
	0009024		ridge & Elm Hwy 198	110-424-72021	161.91
	0009024 0009024		f Phelps Ave (West of Posa Chanet	110-424-72021	153.38 151.12
		7055365996 Elm &	46 Phase II Stallion Spr	110-424-72021	
	0009024			110-424-72021	141.07
	0009024		40 Sandalwood Const Jayne & Wil	110-424-72021	138.31
	0009024 0009024	7053841979 City Y	Elm Arpt 3144 Term Bldg	110-424-72021	319.44 313.63
	0009024	7053841026 160W 705381308 Van Ne		110-424-72021 110-424-72021	66.81
	0009024		ridge & Elm Hwy 198	110-424-72021	289.57
	0009024		44 Promontory Point	110-424-72021	212.46
	0009024		Rancho Blvd Irrigation Crtl	110-424-72021	9.86
	0009024	7053841619 Monte	•	110-424-72021	9.86
	0009024	3289090333 260 1		110-424-72021	122.03
	0009024		1 1st & Forest Landscap Trees	110-424-72021	9.86
	0009024		Rancho Blvd Irrigation Ctrl	110-424-72021	9.86
	0009024		/ Forest Ave Landscape	110-424-72021	9.86
	0009024	7053841023 Monte	· ·	110-424-72021	10.01
	0009024	7053841253 Camb	, ,	110-424-72021	217.79
	0009024	7053841913 N/S V	•	110-424-72021	51.25
	0009024	7053841157 240 W	, ,	110-424-72021	467.89
	0009024		W 31 20 16 Chlorine Booster	501-503-72020	20.42
	0009024		/ 31 20 15 Water Ctrl	501-503-72020	28.57
	0009024		V 26 19 15 Booster Station	501-503-72020	3,563.09
	0009024	7053841684 NW N	W 11 20 15 Water Dept	501-503-72020	47.83
	0009024	7053841615 SW SV	V SW 18 20 16 Reservoir	501-503-72020	29.56
	0009024	7056027714 NE 11		501-503-72020	187.74
	0009024	7054838556 25034	Palmer Avenue	501-503-72020	110,809.73
	0009024		n Gale & Derrick Wtr Mtr	501-503-72020	10.24
	0009024		V 7 20 15 Booster Station	501-503-72020	256.86
	0009024	7053841979 City Y	ard	501-508-72020	319.44
	0009024	7053841312 Thom	pson Btwn Valley & Polk	502-510-72020	58.96
	0009024	7053841102 N end	· ·	502-510-72020	64.89
	0009024		S Pleasant & E Warthan	502-510-72020	71.93
	0009024	7053841066 NE Cri	n Harvard & College	502-510-72020	34.81

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	0009024	7053841783 Californ	nia Alley	502-510-72020	86.62
	0009024	7053841358 College Alley S Side Cat Pro		502-510-72020	79.69
	0009024	7053841123 Cherry	•	502-510-72020	102.94
	0009024	7053841243 Pine Al		502-510-72020	102.03
	0009024	7053841979 City Ya		502-510-72020	319.44
	0009024	7053841657 Behind	595 Roosevelt Alley Light	502-510-72020	64.69
	0009024	7053841466 Fres All	ley Tyler & Polk	502-510-72020	14.24
	0009024	7053841574 Coaling	ga Alley Madison & Mont	502-510-72020	70.94
	0009024	7053841697 Baker A	Alley	502-510-72020	13.31
	0009024	7052100780 NE SE 3	33 20 15 WWP	503-520-72020	13,207.33
	0009024	7056603692 SE 33 2	0 15 WWP	503-520-72020	2,980.88
	0009024	7053841845 Sewer	Lift Station Polk	503-521-72020	137.29
	0009024	7053841367 Sewer	Lift Station Kim	503-521-72020	46.73
	0009024	7053841328 Sewer	Lift Pump P/L	503-521-72020	118.37
	0009024	7053841979 City Ya	rd	503-521-72020	319.44
	0009024	7053841194 Sewer	Lift Pump Echo	503-521-72020	396.96
76147	9/12/2024	02318	Quadient Finance USA, Inc.		1,200.00
	0009019	8/24 FIN Postage		501-406-70030	480.00
	0009019	8/24 FIN Postage		502-406-70030	420.00
	0009019	8/24 FIN Postage		503-406-70030	276.00
	0009019	8/24 FIN Postage		504-406-70030	24.00
76148	9/12/2024	1763	Resolve Insurance Systems, Inc.		1,759.24
	August 2024	9/24 FD Amb Collect	tions	117-416-75040	1,759.24
76149	9/12/2024	02502	Rincon Consultants, Inc.		3,094.50
	59511	9/24 WP Annexation	n of City Owned Properties w/ U	501-503-88100	3,094.50
76150	9/12/2024	1802	SJVAPCD		290.00
	C364315	9/24 PD Permit to O	perate Generator	101-413-84030	145.00
	C364315	9/24 BLDG Permit to	Operate Generator	101-432-84030	145.00
76151	9/12/2024	1858	Sparkletts		277.20
	9689215 081524	8/24 BLDG Water De	elivery	101-432-72010	115.41
	9689215 081524	8/24 PW Water Delivery		502-510-70440	80.89
	9689215 081524	8/24 PW Water Deli	very	503-521-70440	80.90
76152	9/12/2024	02694	Stericycle, Inc.		178.53
	8008176674	8/24 FD Hazardous \	Waste	117-416-75000	178.53
76153	9/12/2024	02099	SWCA Environmental Consultan	ts	4,746.17
	202081	9/24 PW ATP6 Trails	Los Gatos Bridge Environmental	305-422-98905	4,746.17
76154	9/12/2024	02846	T-MOBILE USA INC		854.27
	0009011	559-307-0065 Mobi	le Internet L171	101-416-72030	32.80
	0009011	559-929-2286 IPad I	BR371	101-416-72030	21.14
	0009011	559-929-2285 IPad I	B172	101-416-72030	21.14
	0009011	559-403-3702 Mobi	le INternet Fire Chief Tablet	101-416-72030	21.14
	0009011	559-307-0079 Mobi	le Internet B171 IPad	101-416-72030	21.14
	0009011	559-307-0069 Mobi	le Internet Engine 172	101-416-72030	32.80
	0009011	559-307-0075 Mobi	le Internet Medic Unit IPad 2	101-416-72030	21.14
	0009011	559-403-5436 G. Du		101-416-72030	43.73
	0009011		le Internet Patrol 172	101-416-72030	32.80
	0009011		le Internet Brush 371	101-416-72030	32.80
	0009011	559-601-9391 J. Mill	•	101-416-72030	43.73
	0009011		le Internet C170 IPad	101-416-72030	21.14
	0009011		le Internet E171/L171 IPad	101-416-72030	21.14
	0009011		le Internet Medic Unit IPad 3	101-416-72030	21.14
	0009011	559-929-2524 IPad I		101-416-72030	21.14
	0009011	559-929-6850 IPad I		101-416-72030	21.14
	0009011	559-403-5177 Mobi	le Internet Prevention Tablet	101-416-72030	21.14

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Expense Approvai	Report			Payment Dates. 3/1/2024 - 3/30/2024
Payment Number	Payment Date Payable Number	Vendor # Description Vendor Name	Account Number	Payment Amount Item Amount
	0009011	559-601-9658 Mobile Internet M252	101-416-72030	43.73
	0009011	559-307-0057 Mobile Internet M251	101-416-72030	32.80
	0009011	559-307-0058 Mobile Internet M252	101-416-72030	32.80
	0009011	559-307-0068 Mobile Internet E171	101-416-72030	32.80
	0009011	559-307-0059 Mobile Internet M255	101-416-72030	32.80
	0009011	559-307-0060 Mobile Internet M253	101-416-72030	32.80
	0009011	559-307-0073 Mobile Internet Medic Unit IPad	4 101-416-72030	21.14
	0009011	559-307-0066 Mobile Internet M256	101-416-72030	32.80
	0009011	559-601-6245 J. Phillips	101-416-72030	43.73
	0009011	559-307-0067 Mobile INternet M254	101-416-72030	32.80
	0009011	559-307-0074 Mobile Internet Medic Unit IPad		21.14
	0009011	559-601-9359 K. Krider	101-416-72030	43.73
76156	9/12/2024	1935 Tri City Engineering		114,137.50
	2876-05	9/24 PW Princeton Polk Pleasant PGE Trench Fa	ailure 107-422-88100	680.00
	2889-30	9/24 PW CMAQ NW Multi-Use Trail - PE (1,2,13	3,14) 305-422-98974	8,912.50
	2890-23	9/24 WP SCADA WTP Improvements	501-503-98441	131.25
	2964-03-ROW	9/24 PW ATP5 CMAQ East Polk St Bike/Ped Con	necti 305-422-98975	340.00
	2964-07	9/24 PW ATP5 CMAQ East Polk St Bike/Ped Con		15,722.50
	2965-07	9/24 PW Coalinga Pacific Apts - Transportation		1,360.00
	2966-09	9/24 PW Coalinga Pacific Apts - Sustainable Tra		14,727.50
	2968-18	9/24 PW Phelps Ave Improvements - Phase II	305-422-98902	1,152.50
	3012-05	9/24 CD TPM 22-02 Anderson (Elm& El Rancho		170.00
	3012-05	9/24 CD CDA 22-02 Gutierrez Auto Repair (195	•	595.00
	3046-07-ENV	9/24 PW ATP6 Trails Los Gatos Bridge - ENV	305-422-98905	2,927.50
	3053-07			350.00
		9/24 PW ATP7 Grant Application Support	107-422-88130	
	3056-03	9/24 CD Unwired Citywide Fiber Internet Install		850.00
	3061-04	9/24 Sunset ADU Site Plan	815-609-88100	2,610.00
	3063-02	9/24 CD Warthan Meadows III	101-404-86500	1,530.00
	3066-01	8/24 PW STBG California St Improvements	305-422-98062	6,492.50
	3066-02	9/24 PW STBG California St Improvements	305-422-98062	22,207.50
	3070-05	9/24 WP Water Intake Impro Project (Moss Scr	·	5,203.75
	3072-05	9/24 PW CA Park Grant Program - CM	306-422-98575	227.50
	3072-05	9/24 PW CA Park Grant Program - CM	306-422-98576	227.50
	3075-03	9/24 PW Urban/Communilty Forestry Program	Grant 107-422-88130	210.00
	3081-02	9/24 CD Community Pride Sign Relocation	101-404-88090	760.00
	3082-02	9/24 WP Annexation Documents Tank Sites AP	501-503-88100	10,540.00
	3083-03	9/24 PW Slurry - Cape Seal	110-424-98401	2,327.50
	3085-02	9/24 PW Pleasant Ave Sewer Main Reconstruct	ion -C 127-422-98907	1,235.40
	3085-02	9/24 PW Pleasant Ave Sewer Main Reconstruct	ion -C 501-508-98907	170.40
	3085-02	9/24 PW Pleasant Ave Sewer Main Reconstruct	ion -C 503-521-98907	2,854.20
	3086-01	9/24 PW Grant Street Alley Sewer Line Improve	ment 503-521-98908	3,478.75
	3087-02	9/24 PW Birch/Durian & Lucille Ave Impro - CM	110-424-98912	2,028.75
	3089-01	9/24 CD R.O.W Vacancy (733 Riesling Lane)	101-404-86500	770.00
	3090-01	9/24 PW Glenn Low Speed Resolution	107-422-88100	2,835.00
	3094-01	9/24 PW Median Island Landscaping Phase 2	127-422-98983	510.00
76159	9/12/2024	02185 Unwired Broadband		251.99
	INV02092012	9/24 WP Internet Service	501-503-72030	251.99
76160	9/12/2024	1944 CC US Bank Corporate Paym		15,376.27
	USBCDSEPT24-01	8/24 CC CostCo - Breakroom Supplies	101-401-70010	6.02
	USBCDSEPT24-01	8/24 CC Taradel Measure J Extension Mailer	101-401-92060	2,830.20
	USBCDSEPT24-01	8/24 CD CostCo - Breakroom Supplies	101-404-70010	6.02
	USBCDSEPT24-01	8/24 CD Marriott Visalia Parking for Conference	101-404-86010	10.00
	USBCDSEPT24-01	8/24 PW Adobe - Kristi Computer	101-404-86030	2.59
	USBCDSEPT24-01	8/24 CD Int'l Code Council ICC Fees - R. Smith	101-404-86030	170.00
	USBCDSEPT24-01	8/24 CD Zoom - Monthly Subscription	101-404-86030	14.99
	USBCDSEPT24-01	8/24 CD FCC CEQA - Housing Element	101-404-86500	51.18
	USBCDSEPT24-01	8/24 CD FCC CEQA - CUP 24-05	101-404-86500	51.18

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
,	USBCDSEPT24-01	-	- Breakroom Supplies	101-405-70010	6.02
	USBCDSEPT24-01	8/24 FIN CostCo - Br	• •	101-405-70010	6.02
	USBCDSEPT24-01	8/24 HR CostCo - Bro	• •	101-408-70010	3.07
	USBCDSEPT24-01	9/24 HR Best Buy - H	• •	101-408-88040	99.99
	USBCDSEPT24-01		al Council Annual Membership	101-435-86030	395.00
	USBCDSEPT24-01	8/24 PW 2024 Lands	·	101-440-86010	695.00
	USBCDSEPT24-01	8/24 PW CostCo - Br	•	107-422-70010	1.33
	USBCDSEPT24-01	8/24 PW 2024 Lands	• • •	107-422-86010	695.00
	USBCDSEPT24-01		nkey - Monthly Subscription	107-422-86030	99.00
	USBCDSEPT24-01	8/24 FD CostCo - Bre		117-416-70010	0.72
	USBCDSEPT24-01	8/24 FIN CostCo - Br	eakroom Supplies	501-406-70010	0.24
	USBCDSEPT24-01	8/24 WP CostCo - Br	eakroom Supplies	501-503-70010	1.56
	USBCDSEPT24-01	8/24 PW Adobe - Kr	isti Computer	501-503-86030	2.60
	USBCDSEPT24-01	8/24 PW CostCo - Br	eakroom Supplies	501-508-70010	1.63
	USBCDSEPT24-01	8/24 PW Adobe - Kr	isti Computer	501-508-86030	2.60
	USBCDSEPT24-01	8/24 FIN CostCo - Br	eakroom Supplies	502-406-70010	0.24
	USBCDSEPT24-01	8/24 PW CostCo - Br	eakroom Supplies	502-510-70010	1.63
	USBCDSEPT24-01	8/24 PW Adobe - Kr	isti Computer	502-510-86030	2.60
	USBCDSEPT24-01	8/24 FIN CostCo - Br	eakroom Supplies	503-406-70010	0.09
	USBCDSEPT24-01	8/24 WWP CostCo -	Breakroom Supplies	503-520-70010	1.38
	USBCDSEPT24-01	8/24 PW CostCo - Br	eakroom Supplies	503-521-70010	0.06
	USBCDSEPT24-01	8/24 PW Adobe - Kr	isti Computer	503-521-86030	2.60
	USBCDSEPT24-01	8/24 FIN CostCo - Br	eakroom Supplies	504-406-70010	0.03
	USBCDSEPT24-01	8/24 RDA CostCo - B	reakroom Supplies	820-610-70010	0.06
	USBCMAUG24-01		Materials - Backscartchers	101-401-76010	872.69
	USBCMAUG24-01	<del>-</del>	Materials - Wine Bottle Openers	101-401-76010	1,088.50
	USBCMAUG24-01	•	Materials - Notebooks	101-401-76010	1,220.78
	USBCMAUG24-01	=	CA Cities Annual Reg -Schindler	101-401-86011	775.00
	USBCMAUG24-01	7/24 CC NNO Suppli		101-401-88220	19.58
	USBCMAUG24-01	7/24 CC NNO Suppli		101-401-88220	215.44
	USBCMAUG24-01	7/24 CC NNO Suppli		101-401-88220	5.45
	USBCMAUG24-01	7/24 CC NNO Suppli		101-401-88220	48.71
	USBCMAUG24-01	7/24 CC NNO Suppli		101-401-88220	803.70
	USBCMAUG24-01	7/24 CC NNO Suppli		101-401-88220	601.65
	USBCMAUG24-01	8/24 CC NNO Suppli		101-401-88220	146.76
	USBCMAUG24-01 USBCMAUG24-01	•	for Staff from Busy Bee Bakery Meeting with Huron City Manag	101-405-86010	24.50 59.56
	USBCMAUG24-01	· .	Mtg - Trejo & Kahikina	101-405-86010 101-405-86010	41.98
	USBCMAUG24-01		nforcement Training - Yibarra	101-405-86010	520.00
	USBCMAUG24-01		nforcement Training - Ybarra	101-405-86010	1,035.30
	USBFDAUG24-04	7/24 FD Wal-Mart C	•	101-416-70450	26.78
	USBFDAUG24-04	7/24 FD Park Fire M	•	117-416-75010	60.00
	USBFDAUG24-04	7/24 FD Fire Line Me		117-416-75010	57.71
	USBFDAUG24-04	7/24 FD Cold Compl	ex Fire Meal	117-416-75010	49.34
	USBFDAUG24-04	7/24 FD Mill Fire Me		117-416-75010	40.02
	USBFDAUG24-04	7/24 FD Mill Fire Me	eal	117-416-75010	34.47
	USBFDSEPT24-01	8/24 SouthCo Inc - C	Compression Latch	101-416-84060	37.98
	USBFDSEPT24-01	8/24 FD Walmart - C	Cleaning Supplies	101-416-84060	47.05
	USBFDSEPT24-02	8/24 FD Savemart -	Stop the Bleed Roast	101-416-70050	13.72
	USBFDSEPT24-02	9/24 FD Breakfast w	ith Chiefs	101-416-86010	23.34
	USBFDSEPT24-02	8/24 FD BC Proctor I	∟unch	101-416-86010	68.62
	USBFDSEPT24-02	8/24 FD Proctor's Lu	nch BC Testing	101-416-86010	112.22
	USBFDSEPT24-02	8/24 FD Savemart -	Marissa's Potluck	101-416-86010	46.47
	USBPWSEPT24-01	9/24 AP FLights Ligh	t - Wind Socks	101-435-84030	447.31
	USBPWSEPT24-01	8/24 PW Ervin's True	e Value - Replacement Board	101-440-84050	27.05
	USBPWSEPT24-01	8/24 PW Amazon - E	Bolts for Signs	107-422-70130	39.20
	USBPWSEPT24-01	-	Fresno - Broom for Sweeper	107-422-84060	239.77
	USBPWSEPT24-01		Fresno - Broom for Sweeper	501-508-84060	239.77
	USBPWSEPT24-01	8/24 PW Bobcat for	Fresno - Broom for Sweeper	502-510-84060	239.77

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	USBPWSEPT24-01	8/24 SS Amazon - H	ose Clips for Sweeper	504-535-84060	15.14
	USBPWSEPT24-01	=	Fresno - Broom for Sweeper	504-535-84060	239.76
	USBWPSEPT24-01	8/24 WP Ballard Inc	·	501-503-70140	518.43
	USBWPSEPT24-01	· .	- SCADA Notification System	501-503-72030	29.95
	USBWPSEPT24-01	8/24 WP SJV - Burn	•	501-503-92090	41.07
	USBWPSEPT24-01	8/24 WP SJV - Burn		503-520-92090	41.08
76165	9/12/2024	1964	USABluebook		413.38
. 0200	INV00455717	8/24 WP Lab Suppli		501-503-70202	34.34
	INV00461256	8/24 WWP Red Dye		503-520-70140	379.04
76166	9/12/2024	1993	West Hills Oil, Inc.		21,083.46
	81083	8/24 FD Fuel for Au	•	101-416-70160	12,874.56
	81086	8/24 CD Fuel for Au	=	101-404-70160	27.99
	81086	8/24 PW Fuel for Au	=	101-440-70160	1,087.30
	81086	8/24 PW Fuel for Au	=	107-422-70160	272.31
	81086	8/24 PW Fuel for Au	~	501-508-70160	726.16
	81086	8/24 PW Fuel for Au	=	502-510-70160	726.16
	81086	8/24 PW Fuel for Au		503-521-70160	726.15
	81087	8/24 WP Fuel for Au	=	501-503-70160	1,515.20
	81087	8/24 WWP Fuel for	•	503-520-70160	476.06
	81088	8/24 FIN Fuel for Au	=	501-406-70160	66.42
	81088	8/24 FIN Fuel for Au	•	502-406-70160	58.12
	81088	8/24 FIN Fuel for Au	-		38.19
				503-406-70160	3.32
	81088	8/24 FIN Fuel for Au	=	504-406-70160	
	81089	8/24 PW Fuel for Au	•	501-508-70160	320.64
	81089	8/24 PW Fuel for Au	=	502-510-70160	320.64
	81089	8/24 PW Fuel for Au	=	503-521-70160	320.64
	81090	8/24 SVC Fuel for A	=	101-431-70160	118.18
	81090	8/24 SS Fuel for Auរុ	gust 2024	504-535-70160	1,405.42
76168	9/12/2024	1997	Westside Supply		3,724.99
	17585	8/24 AP Irrigation P	arts	101-435-84050	99.83
	17811	8/24 PW Irrigation S	Supplies	101-440-84050	32.66
	17811	8/24 PW Water Par	ts	501-508-70130	244.48
	17857	8/24 PW Irrigation I	Parts	101-440-84050	2,018.94
	17857	8/24 PW Padlocks v	v/Keys	501-508-70140	601.54
	17857	8/24 PW Padlocks v	v/Keys	502-510-70140	601.54
	P240831	9/24 PW Cylinder R	ental	501-508-70140	45.00
	S240831	9/24 PW Cylinder re	entals	101-431-70150	27.00
	W240831	8/24 WP Cylinder R	ental	501-503-82030	36.00
	WW240831	8/24 WWP Cylinder	Rental	503-520-82030	18.00
76169	9/12/2024	02841	YASMIN GONZALEZ		109.60
	21182	8/24 FIN Mileage		101-406-86010	109.60
76170	9/18/2024	1205	City Employee Contrib. Assoc.		60.00
	0009043	CECA Dues	,,	950-000-33000	60.00
76171	9/18/2024	1223	Coalinga Firefighters		940.00
	0009045	Fire Union Dues		950-000-33300	850.00
	0009046	Fire Union Dues		950-000-33300	30.00
	0009050	Fire Union Dues		950-000-33300	60.00
76172	9/18/2024	1228	Coalinga Peace Officer's Assoc	iation	905.76
	0009048	Mastagni Law Firm		950-000-33200	297.50
	0009051	CPOA Dues		950-000-33200	297.50
	0009052	PORAC Dues		950-000-33200	310.76
76173	9/18/2024	1384	Franchise Tax Board		225.00
10113		FTB Sacramento \$\$	Trancinse Tax Dualu	950-000-34010	150.00
	0009113	i ib sacialilelil0 \$\$		950-000-34010	150.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	0009114	FTB Sacramento \$\$		950-000-34010	75.00
76174	9/18/2024	02709	International City Management	Association Retirement Corporation	11,135.76
	0009077	457 ICMA EE\$/ER%		950-000-32100	1,006.18
	0009078	457 ICMA EE\$/ER%		950-000-32100	460.35
	0009079	457 ICMA EE\$/ER%		950-000-32100	521.23
	0009080	457 ICMA \$\$ Genera	al	950-000-32100	30.00
	0009081	457 ICMA \$\$ Genera	al	950-000-32100	225.00
	0009082	457 ICMA \$\$ Genera		950-000-32100	30.00
	0009083	457 ICMA \$\$ Genera		950-000-32100	15.00
	0009084	457 ICMA \$\$ Genera		950-000-32100	15.00
	0009085	457 ICMA \$\$ Genera		950-000-32100	45.00
	0009086	457 ICMA % General		950-000-32100	838.82
	0009087	457 ICMA % General		950-000-32100	502.79
	0009087	457 ICMA % General		950-000-32100	264.42
	0009089	457 ICMA % General		950-000-32100	402.04
	0009089	457 ICMA % General		950-000-32100	606.99
					565.00
	0009091	457 ICMA % General		950-000-32100	934.72
	0009092	457 ICMA % General		950-000-32100	
	0009093	457 ICMA % Genera		950-000-32100	306.48
	0009094	457 ICMA % Genera		950-000-32100	201.86
	0009095	457 ICMA % Genera		950-000-32100	197.90
	0009096	457 ICMA % Genera		950-000-32100	160.80
	0009097	457 ICMA % Genera		950-000-32100	495.87
	0009098	457 ICMA % Genera		950-000-32100	1,168.05
	0009099	457 ICMA % Genera		950-000-32100	603.67
	0009100	457 ICMA % General		950-000-32100	674.60
	0009101	457 ICMA % General		950-000-32100	420.51
	0009102	457 ICMA % General		950-000-32100	443.48
76176	9/18/2024	1586	Legal Shield		168.46
	0009047	Pre-Paid Legal Shield	i	950-000-34060	168.46
76177	9/18/2024	1820	SEIU Local 521 - Dues W/H		887.26
	0009053	SEIU COPE		950-000-33000	40.00
	0009054	SEIU Dues		950-000-33000	847.26
76178	9/19/2024	02386	American Office Solutions, LLC		1,781.25
	23277	9/24 PD IT Backup S	ervice - October 2024	101-413-88040	1,781.25
76179	9/19/2024	1078	AT&T		149.80
	0009133	9/24 PD Internet Ser		101-413-72030	149.80
	0003100	3,22	1100 (1201207 10)	101 110 / 1000	1.5.65
76180	9/19/2024	02546	AT&T Corp.		144.90
	242440872	9/24 PD Internet Ser	vice (50000002334)	101-413-72030	144.90
76181	9/19/2024	02082	AutoZone, Inc.		99.58
	5919215271	8/24 PD Battery for	C35	101-413-84060	241.73
	5919226810	9/24 PD Hub Asseml	bly	101-413-84060	89.35
	5919227074	9/24 PD Radiator Ca	p for C24	101-413-84060	10.23
	CM0000774	8/24 PD Battery Wa	rranty for C35 CR	101-413-84060	-241.73
76182	9/19/2024	02384	Axon Enterprise, Inc.		50,247.37
. 0101	INUS277951	9/24 PDTasers	Little pride, me.	105-413-98041	15,692.40
	INUS277988	9/24 PD Body Cam		105-413-98041	22,791.91
	INUS281064	9/24 PD Tasers		105-413-98041	4,332.95
	INUS281004 INUS281181	9/24 PD Tasers 9/24 PD Body Cam		105-413-98041	918.00
	INUS281181 INUS2881217	9/24 PD Body Cam		105-413-98041	
	111032001217	J/ 24 FD DOUY CAITI		103-413-30041	6,512.11
76183	9/19/2024	02132	Badger Meter, Inc.		437.95
	80166971	7/24 PW Cellular Ser	=	501-508-72030	437.95
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Expense Approval	пороге				1 dyment Bates: 3/ 1/2024 3/ 30/ 2024
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
76184	9/19/2024	1112	Billingsley Tire Service		119.95
	294752	8/24 PD Alignment	for C20	101-413-84060	119.95
76185	9/19/2024	1115	Blais & Associates, Inc.		27,976.00
	BA_7639_2024	7/24 WP Grant Svc	s for DWR Drought Relief	501-503-98471	929.50
	BA_7639_2024	7/24 PW Grant Svc	s for DWR Drought Relief	501-508-98472	929.50
	BA_7706_2024	7/24 PW Grant Res	earch & Support	501-508-88130	958.34
	BA_7706_2024	7/24 PW Grant Res	earch & Support	502-510-88130	958.33
	BA_7706_2024	7/24 PW Grant Res	earch & Support	503-521-88130	958.33
	BA_7755_2024	7/24 PW ATP Cycle	7 Grant Support Svcs	107-422-88130	5,313.00
	BA_7756_2024	7/24 PW Grant Svcs	s for Gas Pipeline Safety	502-510-88130	12,180.00
	BA_7770_2024	8/24 WP Grant Svcs	s for DWR Drought Relief	501-503-98471	929.50
	BA_7770_2024	8/24 PW Grant Svc	s for DWR Drought Relief	501-508-98472	929.50
	BA_7771_2024	8/24 PW ATP Cycle	7 Grant Support Svcs	107-422-88130	1,015.00
	BA_7827_2024	8/24 PW Grant Res		501-508-88130	958.34
	BA_7827_2024	8/24 PW Grant Res	earch & Support	502-510-88130	958.33
	 BA_7827_2024	8/24 PW Grant Res		503-521-88130	958.33
76186	9/19/2024	1133	Bureau of Reclamation		51,598.40
	0009129	9/24 WP Aug 2024		501-503-80010	21,549.92
	0009129	9/24 WP Nov 2024		501-503-80010	30,048.48
		.,			23,2 (21)
76187	9/19/2024	02919	Cimpress USA Incorporated		423.85
	113787595	7/24 PD Totes		106-413-70010	423.85
76188	9/19/2024	02594	Cintas Corporation #3		470.30
	4205054725	9/24 PW Employee	Uniforms/Sanitary Supplies/Mat	101-404-70100	7.49
	4205054725	9/24 PW Employee	Uniforms/Sanitary Supplies/Mat	101-431-70100	22.49
	4205054725	9/24 PW Employee	Uniforms/Sanitary Supplies/Mat	101-432-84030	75.00
	4205054725	9/24 PW Employee	Uniforms/Sanitary Supplies/Mat	101-440-70100	60.00
	4205054725	9/24 PW Employee	Uniforms/Sanitary Supplies/Mat	107-422-70100	50.36
	4205054725	9/24 PW Employee	Uniforms/Sanitary Supplies/Mat	501-503-70100	56.01
	4205054725	9/24 PW Employee	Uniforms/Sanitary Supplies/Mat	501-508-70100	50.36
	4205054725	9/24 PW Employee	Uniforms/Sanitary Supplies/Mat	502-510-70100	50.36
	4205054725	9/24 PW Employee	Uniforms/Sanitary Supplies/Mat	503-520-70100	28.21
	4205054725	9/24 PW Employee	Uniforms/Sanitary Supplies/Mat	503-521-70100	50.35
	4205054725	9/24 PW Employee	Uniforms/Sanitary Supplies/Mat	504-535-70100	19.67
76189	9/19/2024	02598	Cintas Corporation No. 2		801.14
	5215958741	6/24 PD First Aid Ki	t Refill	101-413-88100	127.48
	5215958741	6/24 PW First Aid K	it Refill	503-521-70440	63.31
	5215958757	6/24 SVC First Aid k	Kit Refill	101-431-70150	71.22
	5219901389	7/24 SVC FIrst Aid R	Kit Refill	101-431-70150	38.87
	5219901397	7/24 PD First Aid Ki	t Refill	101-413-88100	126.47
	5219901397	7/24 PW First Aid K	it Refill	503-521-70440	86.18
	5228299454	9/24 SVC First Aid k	Kit Refill	101-431-70150	69.95
	5228299487	9/24 PD First Aid Ki	t Refills	101-413-88100	139.30
	5228299487	9/24 PW First Aid K	it Refills	503-521-70440	78.36
76190	9/19/2024	1224	Coalinga Hardware		751.82
	828273	8/24 WWP Misc Su	pplies	503-520-70140	163.02
	828646	9/24 PW Landscape	e Valve	107-422-84050	36.54
	828646	9/24 PW Batteries f	for PSI Gauges	501-508-70140	55.55
	828658	9/24 PW Pole Chair	nsaw	107-422-84050	19.60
	828726	9/24 PW Irrigation	Supplies	101-440-84050	23.03
	828772	9/24 PW Chainsaw	Repairs	101-440-84050	128.85
	828772	9/24 PW Chainsaw	-	107-422-84050	128.85
	828773	9/24 PW Battery &	Joint Set	501-508-70060	223.61
	CM0000768	9/24 PW Chain Ret	urn CR	107-422-84050	-27.23
76191	9/19/2024	1243	Cook's Communications		818.59
<del>-</del>	158128		t Maintenance for C1	101-413-84060	135.26
	<del>-</del>	-, ·			100.20

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Expense Approval	.teport				1 4 y 111 cm c B 4 t c 5 ; 5 ; 1 ; 2 0 2 + 5 ; 5 0 ; 2 0 2 +
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	158224	8/24 PD Vehicle Ma	intenance	101-413-84060	68.80
	158283	•	adio Antennas for C24	101-413-84060	614.53
76192	9/19/2024	02927	Cristian Tiznado		2,369.50
	0009128	9/24 Turf Replacem	ent Program - 761 Chablis Lane	501-503-98471	2,369.50
76193	9/19/2024	02843	DANIEL SAUCEDA		241.00
	20746	9/24 PD Meal Adva	nce - D. Sauceda	101-413-86010	241.00
76194	9/19/2024	1271	DataProse, Inc.		776.49
	3P91762	6/24 FIN SB 1383 In	formation Guide	501-406-70040	310.60
	3P91762	6/24 FIN SB 1383 In	formation Guide	502-406-70040	271.77
	3P91762	6/24 FIN SB 1383 In	formation Guide	503-406-70040	178.59
	3P91762	6/24 FIN SB 1383 In	formation Guide	504-406-70040	15.53
76195	9/19/2024	1271	DataProse, Inc.		75.00
	DP2403571	7/24 FIN Monthly S		501-406-70040	30.00
	DP2403571	7/24 FIN Monthly S		502-406-70040	26.25
	DP2403571	7/24 FIN Monthly S		503-406-70040	17.25
	DP2403571	7/24 FIN Monthly S	ervice Fee	504-406-70040	1.50
76196	9/19/2024	02125	Granicus, LLC		7,298.39
	183557	5/24 Novus Agenda	(5/2/24-5/1/25)	101-401-88040	72.98
	183557	5/24 Novus Agenda	(5/2/24-5/1/25)	101-404-88040	72.98
	183557	5/24 Novus Agenda	(5/2/24-5/1/25)	101-405-88040	72.98
	183557	5/24 Novus Agenda		101-406-88040	72.98
	183557	5/24 Novus Agenda		101-408-88040	72.98
	183557	5/24 Novus Agenda		101-413-88040	72.98
	183557	5/24 Novus Agenda		101-416-88040	72.98
	183557	5/24 Novus Agenda		101-431-88040	72.98
	183557	5/24 Novus Agenda		101-435-88040	72.98
	183557	5/24 Novus Agenda		101-440-88040	73.02
	183557	5/24 Novus Agenda		107-422-88040	729.84
	183557	5/24 Novus Agenda		110-424-88040	729.84 729.84
	183557 183557	5/24 Novus Agenda 5/24 Novus Agenda		125-422-88040 127-422-88040	729.84
	183557	5/24 Novus Agenda		501-406-88040	243.77
	183557	5/24 Novus Agenda		501-503-88040	243.77
	183557	5/24 Novus Agenda		501-508-88040	243.04
	183557	5/24 Novus Agenda		502-510-88040	729.84
	183557	5/24 Novus Agenda		503-406-88040	243.77
	183557	5/24 Novus Agenda		503-520-88040	243.04
	183557	5/24 Novus Agenda	* * * * * * *	503-521-88040	243.04
	183557	5/24 Novus Agenda		504-535-88040	729.84
	183557	5/24 Novus Agenda	(5/2/24-5/1/25)	820-610-88040	729.81
76198	9/19/2024	02603	HBC Enterprises		13,720.00
	0009030	7/24 CA Parks Grant	Pro Sandalwood/Centennial Ret	306-000-10003	13,720.00
76199	9/19/2024	02508	Howard Main		350.00
	24-311	9/24 FD Instructor N	Monitor Fees - Aung/Kosmosky	117-416-70050	350.00
76200	9/19/2024	1523	Jeremy Fairbanks		223.00
	20747	9/24 PD Meal Adva	nce - J. Fairbanks	101-413-86010	223.00
76201	9/19/2024	02017	JH Tackett Marketing		19.84
	810691	8/24 CC Name Plate	e - C. Yeadon (PC)	101-401-70010	19.84
76202	9/19/2024	1527	JMP Office Techologies		217.55
	INST428529		achine Ink Cartridge	501-406-70010	87.02
	INST428529		achine Ink Cartridge	502-406-70010	76.14
	INST428529	9/24 FIN Postage M	achine Ink Cartridge	503-406-70010	50.04

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INST428529	9/24 FIN Postage Ma	chine Ink Cartridge	504-406-70010	4.35
76203	9/19/2024	1553	Keller Ford		152.16
	50247563	9/24 PD Tensioner fo		101-413-84060	152.16
76204	9/19/2024	02626	L.N. Curtis and Sons	101 412 70101	260.55
	INV861435	8/24 PD Non-Lethal F	Rounds	101-413-70101	260.55
76205	9/19/2024	1583	Leaf		693.07
	17101719	9/24 CC Copier Lease		101-401-84010	15.85
	17101719	9/24 CD Copier Lease	!	101-404-84010	15.85
	17101719	9/24 CM Copier Leas		101-405-84010	15.85
	17101719	9/24 FIN Copier Leas		101-406-84010	5.20
	17101719	9/24 HR Copier Lease		101-408-84010	56.53
	17101719 17101719	9/24 HR Copier Lease		101-408-84010	15.85 187.12
	17101719	9/24 PD Copier Lease 9/24 FD Copier Lease		101-413-84010 101-416-84010	110.89
	17101719	9/24 HR Copier Lease		107-422-84010	2.22
	17101719	9/24 HR Copier Lease		117-416-84010	13.31
	17101719	9/24 FIN Copier Leas		501-406-84010	69.31
	17101719	9/24 HR Copier Lease		501-406-84010	4.44
	17101719	9/24 HR Copier Lease	<u> </u>	501-503-84010	6.65
	17101719	9/24 WP Copier Leas	е	501-503-84010	15.84
	17101719	9/24 HR Copier Lease	<u> </u>	501-508-84010	7.76
	17101719	9/24 HR Copier Lease	<b>!</b>	502-406-84010	4.44
	17101719	9/24 FIN Copier Leas		502-406-84010	60.64
	17101719	9/24 HR Copier Lease		502-510-84010	7.76
	17101719	9/24 PW Copier Leas		502-510-84010	15.84
	17101719	9/24 FIN Copier Lease		503-406-84010	34.65 1.66
	17101719 17101719	9/24 HR Copier Lease 9/24 WWP Copier Le		503-406-84010 503-520-84010	15.84
	17101719	9/24 HR Copier Lease		503-520-84010	3.33
	17101719	9/24 HR Copier Lease		503-520-64010	1.11
	17101719	9/24 FIN Copier Lease		504-406-84010	3.47
	17101719	9/24 HR Copier Lease		504-406-84010	0.55
	17101719	9/24 HR Copier Lease	!	820-610-84010	1.11
76207	9/19/2024	1630	McMaster-Carr Supply Co.		1,080.94
70207	31267710	8/24 WP PRV Valve	iviciviaster-carr supply co.	501-503-70140	354.33
	32679711	9/24 WP Parts for Hy	po Pump	501-503-70140	593.13
	332747973	9/24 WP Cam Locks	F	501-503-70140	487.81
	CM0000769	8/24 WP PRV Valve R	efund CR	501-503-70140	-354.33
76208	9/19/2024	02329	Michael K. Nunley & Assoc	iates. Inc.	24,668.62
	001050000447	9/24 WP Filter Beds	,, ,,,	501-503-98441	3,217.21
	001050000531	9/24 WP Derrick Rese	ervoir Phase 2	501-503-98441	11,425.16
	001050000632	8/24 WP Operations	Plans in Assoc w/TTHM	501-503-98441	10,026.25
76209	9/19/2024	02114	Michee Baggett		21.43
, 0203	0009127	9/24 FD DEF M253 R		101-416-70160	21.43
76210	9/19/2024	1661	Mountain Valley Pest Cont	rol, Inc.	554.00
	113523	2/24 FD Pest Control		101-416-84050	28.00
	113525	2/24 PD Pest Control	Service	101-413-88100	56.00
	113888	5/24 WP Pest Contro	l Service	501-503-84030	45.00
	113890	5/24 WWP Pest Cont		503-520-84030	30.00
	113891	5/24 FD Pest Control		101-416-84050	28.00
	113895	5/24 PW Pest Contro		503-521-84030	35.00
	114138	7/24 WWP Pest Cont		503-520-84030	30.00
	114139	7/24 WP Pest Control		501-503-84030	45.00
	114140 114142	7/24 PD Pest Control 7/24 FD Pest Control		101-413-88100 101-416-84050	56.00 28.00
	11717	1/24 1 D FEST COILLION	JCI VICE	101-410-04030	20.00

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	Payment Date	Vendor#			Payment Amount
Payment Number	•	Description	Vendor Name	Account Number	Item Amount
	114144	7/24 PW Pest Conti	rol Service	503-521-84030	35.00
	114365	9/24 WP Pest Conti	ol Service	501-503-84030	45.00
	114367	9/24 FD Pest Contro	ol Service	101-416-84050	28.00
	114368	9/24 WWP Pest Co	ntrol Service	503-520-84030	30.00
	114369	9/24 PW Pest Conti	ol Service	503-521-84030	35.00
76211	9/19/2024	1663	Municipal Maintenance Equip	pment, Inc.	708.32
	026756	9/24 SS Parts for Sv	veeper	504-535-84060	82.28
	026879	9/24 SS Flap Set for	Sweeper	504-535-84060	626.04
76212	9/19/2024	1686	Northern Safety Co., Inc.		81.63
	906399899	9/24 PW Electroyte	Mix & Squenchers	501-508-70101	81.63
76213	9/19/2024	1692	O'Reilly Automotive, Inc.		409.53
	4316-497471	9/24 WWP Fit Hrdr	o Hose	503-520-84060	89.14
	4316-497483	9/24 PD Micro V-Be	elt for C15	101-413-84060	18.17
	4316-497524	9/24 PD Fuel Pump	& Fuel Sender Unit	101-413-84060	401.20
	4316-497624	9/24 PD ABS Sensor	* & Hub Assembly for C27	101-413-84060	125.78
	4316-497664	9/24 PD Oil Filter &	Oil for C24	101-413-84060	61.57
	4316-498565	9/24 FD Fuel Cap M	251	117-416-84060	9.21
	4316-498799	9/24 PD Cleaning St	upplies	101-413-70440	21.23
	CM0000773	8/24 PD Fuel Pump	Return CR	101-413-84060	-316.77
76214	9/19/2024	02554	Pace Supply Corp.		6,538.45
	199829873	9/24 PW Water Line		501-508-70140	6,538.45
76215	9/19/2024	02731	Paragon Partners Consultants	s. Inc.	892.03
	0024785-IN		s Project R.O.W Services	305-422-98982	892.03
76216	9/19/2024	1721	PG&E		193.62
	0009134	4/24 PW Frame Par	k Electriciy (5120357172-7)	101-440-72011	193.62
76217	9/19/2024	1722	PG&E 1533-5		38.85
	0009135	7/24 PW 70538411	77 300 Coalinga Plaze	101-440-72011	38.85
76218	9/19/2024	1708	PG&E Payment Processing Co	enter	12,265.96
	98050-083124	9/24 Interest Charg	e/Late Fees	502-510-80020	63.78
	98050-083124	9/24 Gas Transmiss	ion - Volumetric	502-510-80020	3,290.58
	98050-083124	9/24 Gas Transmiss	ion - Reservation	502-510-80020	8,911.60
76219	9/19/2024	1708	PG&E Payment Processing Co	enter	12,641.04
	98050-073124	8/24 Interest Charg	e/Late Fees	502-510-80020	16.16
	98050-073124	8/24 Gas Transmiss	ion - Reservation	502-510-80020	8,911.60
	98050-073124	8/24 Gas Transmiss	ion - Volumetric	502-510-80020	3,713.28
76220	9/19/2024	1708	PG&E Payment Processing Co	enter	12,512.01
	98050-063024	7/24 Gas Transmiss	ion - Reservation	502-510-80020	8,911.60
	98050-063024	7/24 Gas Transmiss	ion - Volumetric	502-510-80020	3,591.05
	98050-063024	7/24 Interest Charg	e/Late Fees	502-510-80020	9.36
76221	9/19/2024	02664	Phillips Electric, LLC		1,443.75
	INV0541	8/24 PW Light Pole	at Monterey & Polk Repair	107-422-88100	1,146.25
	INV0546	9/24 PD Access Cor	trol	101-413-84030	297.50
76222	9/19/2024	02687	RotoCo, LLC		748.31
	994055854	9/24 PD Jail Plumbi		101-413-84030	748.31
76223	9/19/2024	02048	RSG, Inc.		2,868.46
	12261	8/24 Prop 13 ROPS	•	820-610-88100	1,248.75
	12262	8/24 Property Tax		820-610-88100	1,619.71
76224	9/19/2024	1804	San Luis & Delta-Mendota		63,543.06
· <del></del> ·	0009130	9/24 WP Aug 2024		501-503-80010	63,543.06
	-000 -00	3,2		-01 000 00010	00,0 10.00

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	Daniel Data	Mandani			
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
76225	9/19/2024	1810	Save Mart Supermarkets		195.82
	0009132	9/24 PD Inmate Me	eals	101-413-70380	195.82
76226	9/19/2024	02846	T-MOBILE USA INC		986.79
	0009131	974-4689 Dispatch		101-413-72030	43.37
	0009131	307-0101 MDT	•	101-413-72030	30.80
	0009131	307-0116 MDT		101-413-72030	30.80
	0009131	307-0107 MDT		101-413-72030	30.80
	0009131	307-0117 MDT		101-413-72030	30.80
	0009131	307-0118 MDT		101-413-72030	30.80
	0009131	307-0106 MDT		101-413-72030	30.80
	0009131	307-0119 MDT		101-413-72030	30.80
	0009131	307-0096 MDT		101-413-72030	30.80
	0009131	307-0105 MDT		101-413-72030	30.80
	0009131	307-0098 MDT		101-413-72030	30.80
	0009131	974-6734 Kaiser		101-413-72030	43.37
	0009131	307-0104 MDT		101-413-72030	30.80
	0009131	341-7512 Arroyo		101-413-72030	39.16
	0009131	307-0097 MDT		101-413-72030	30.80
	0009131	307-0102 MDT		101-413-72030	30.80
	0009131	307-0095 MDT		101-413-72030	30.80
	0009131	307-0094 MDT		101-413-72030	30.80
	0009131	307-0099 MDT		101-413-72030	30.80
	0009131	446-5369 Seese		101-413-72030	39.16
	0009131	978-7681 Diaz		101-413-72030	39.16
	0009131	446-5077 Sparks		101-413-72030	43.37
	0009131	307-0115 MDT		101-413-72030	30.80
	0009131	307-0100 MDT		101-413-72030	30.80
	0009131	307-0114 MDT		101-413-72030	30.80
	0009131	307-0113 MDT		101-413-72030	30.80
	0009131	307-0108 MDT		101-413-72030	30.80
	0009131	307-0103 MDT		101-413-72030	30.80
	0009131	307-0112 MDT		101-413-72030	30.80
	0009131	307-0109 MDT		101-413-72030	30.80
76228	9/19/2024	02351	Tractor Supply Company		77.69
	200021240	8/24 SVC Propane f	or Forklift	101-431-70150	30.07
	200021277	8/24 WP Propane f	or Forklift	501-503-70160	47.62
76229	9/19/2024	1931	Trans Union, LLC		60.00
	08422402	8/24 PD Backgroun	ds	101-413-88100	60.00
76230	9/19/2024	1935	Tri City Engineering		1,076.25
70230	2770-59		C Parking Lot Billing Discrepanc	117-416-84050	341.25
	2770-59		ew Grants Reports FY23-24	125-422-88100	262.50
	2770-59	•	ew Grants Report FY23-24	125-422-88100	210.00
	2770-59	•	idit Fund for TTHM Project	501-503-98441	262.50
76224	0/40/2024		•		2 674 02
76231	9/19/2024	02928	Tulare SAG, Inc	404 442 04000	3,671.93
	6182661	8/24 PD Vehicle Re	pairs	101-413-84060	3,671.93
76232	9/19/2024	1964	USABluebook		6,882.51
	INV00391448	6/24 WWP New PH	Phobes	501-503-70202	1,720.62
	INV00391448	6/24 WWP New PH	Phobes	503-520-84020	5,161.89
76233	9/19/2024	02864	VESTIS GROUP INC ARAMARK U	JNIFORM & APPAREL LLC	757.62
	5031407973	5/24 PD Jail Blanket	ts W5/15	101-413-70380	364.23
	5031458409	9/24 PD Jail Blanket	ts W9/4	101-413-70380	393.39
76234	9/19/2024	1993	West Hills Oil, Inc.		81.01
	81084	8/24 ADMIN Fuel fo	·	101-405-70160	81.01
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Payment Number	Payment Date Payable Number	Vendor # Description Vendor Name	Account Number	Payment Amount Item Amount
76235	9/26/2024 0009147	02936 Adriana Bourdeau 9/24 Turf Replacement Program - 2040 Rio Grande 0	501-503-98471	2,204.00 2,204.00
76236	9/26/2024 0009146	02935 Alfredo Becerra 9/24 Turf Replacement Program - 633 College Ave	501-503-98471	1,884.00 1,884.00
76237	9/26/2024 23355	02386 American Office Solutions, LLC 9/24 PD Project ILO/IDRAC	101-413-88040	509.83 509.83
76238	9/26/2024 23360	02386 American Office Solutions, LLC 9/24 PD Project - Wireless Upgrade	101-413-88040	1,967.05 1,967.05
76239	9/26/2024 23339	02386 American Office Solutions, LLC 9/24 PD Detective Operations	106-413-88100	8,800.00 8,800.00
76240	9/26/2024 23338	02386 American Office Solutions, LLC 9/24 PD Access Control	105-413-98040	7,200.00 7,200.00
76241	9/26/2024 23332 233553	02386 American Office Solutions, LLG 9/24 WP Camera System 9/24 WP Camera System	501-503-84030 501-503-84030	1,364.75 360.00 1,004.75
76242	9/26/2024	02386 American Office Solutions, LLG		2,627.26
	23354	9/24 PD Project - New Switches	101-413-88040	2,627.26
76243	9/26/2024 000022303008	9/24 Internet Svc Acct 9391064050	101-413-72030 101-432-72030 101-432-72030 101-432-72030 107-422-72030 107-422-72030 107-422-72030 117-416-72030 501-406-72030 501-503-72030 501-503-72030 501-508-72030 501-508-72030 502-406-72030 502-406-72030 502-406-72030 503-406-72030 503-406-72030 503-520-72030 503-520-72030 503-520-72030 503-520-72030 503-521-72030 503-521-72030 503-521-72030 503-521-72030 503-521-72030 503-521-72030 503-521-72030 503-521-72030	1,097.16 649.36 67.17 6.05 67.17 22.84 0.90 6.72 5.37 1.79 80.61 2.69 10.08 3.13 6.72 1.79 70.53 16.79 3.13 40.30 0.68 1.34 13.43 0.46 13.43 4.00 0.22 0.46
76245	000022303008 9/26/2024 000022303146	9/24 Internet Svc Acct 9391064050  02056 AT&T 4711  9/24 PD DOJ Line (9391064711)	820-610-72030 101-413-72030	0.46 286.21 286.21
76246	9/26/2024 295361 295929 295929 295929	1112 Billingsley Tire Service 8/24 FD AC Service & Labor for M251 9/24 PW Tire Repair for #69 9/24 PW Tire Repair for #69 9/24 PW Tire Repair for #69	117-416-84060 501-508-84060 502-510-84060 503-521-84060	484.70 454.70 10.00 10.00 10.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
76247	9/26/2024 BA_7885_2024 BA_7885_2024 BA_7886_2024 BA_7946_2024 BA_7946_2024 BA_7946_2024	9/24 WP Grant Svcs 9/24 PW ATP Cycle 9/24 PW Grant Rese 9/24 PW Grant Rese	Blais & Associates, Inc. for DWR Drought Relief (Turf) for DWR Drought Relief (AMI) 7 Grant Support Svcs earch & Support for Aug 2024 earch & Support for Aug 2024 earch & Support for Aug 2024	501-503-98471 501-508-98472 107-422-88130 501-508-88130 502-510-88130 503-521-88130	5,749.00 929.50 929.50 1,015.00 958.34 958.33 958.33
76248	9/26/2024 OND-K9CL-0918-TS	02930 9/24 PD K9 Case Lav	Blue to Gold, LLC.	101-413-86010	175.00 175.00
76249	9/26/2024 20739	02363 9/24 PD Meal Advar	BRADY KAISER nce (10/14-10/18/24) - B. Kaiser	101-413-86010	85.00 85.00
76250	9/26/2024 20740	02363 9/24 PD Meal Advar	BRADY KAISER nce (10/21-10/25/24) - B. Kaiser	101-413-86010	85.00 85.00
76251	9/26/2024 10004	1139 9/24 FD Towing for	Cal-State Upholstery & Paint M254	117-416-84060	280.00 280.00
76252	9/26/2024 4205780496 4205780496 4205780496 4205780496 4205780496 4205780496 4205780496 4205780496 4205780496 4205780496 4205780496	9/24 PW Employee 9/24 PW Employee	Cintas Corporation #3 Uniforms/Sanitary Supplies /Mat Uniforms/Sanitary Supplies/Mat	101-404-70100 101-431-70100 101-432-84030 101-440-70100 107-422-70100 501-503-70100 501-508-70100 502-510-70100 503-520-70100 503-521-70100 504-535-70100	470.30 7.49 22.49 75.00 60.00 50.36 56.01 50.36 50.36 28.21 50.35 19.67
76253	9/26/2024 314702 314702	02061 8/24 CC Municode U 8/24 ADMIN Munico		101-401-86030 101-405-86030	6,704.89 3,352.44 3,352.45
76254	9/26/2024 7542	1220 9/24 AP Propeller Si	Coalinga Area Chamber gn Covers - Wings & Wheels	101-435-84050	1,180.52 1,180.52
76255	9/26/2024 828810	1224 9/24 PW Parts for W	Coalinga Hardware /ater Leak	501-508-70140	1.65 1.65
76256	9/26/2024 21127	1249 9/24 PD Meal Advar	Coti Seese nce (10/14-10/16/24) - C. Seese	101-413-86010	172.00 172.00
76257	9/26/2024 21129	1249 9/24 PD Meal Advar	Coti Seese nce (10/17/24) - C. Seese	101-413-86010	69.00 69.00
76258	9/26/2024 21131	1249 9/24 PD Meal Advar	Coti Seese nce (10/18/24) - C. Seese	101-413-86010	69.00 69.00
76259	9/26/2024 271363 271363 271363 271363 271363 271363 271363	9/24 PW Lobbying 8 9/24 WP Lobbying 8 9/24 PW Lobbying 8 9/24 PW Lobbying 8 9/24 WWP Lobbying	Criscom Public Relation, Inc. Econ Development Svcs	101-401-88100 107-422-88100 501-503-88100 501-508-88100 502-510-88100 503-520-88100 503-521-88100	4,000.00 400.00 600.00 600.00 600.00 600.00 600.00
76260	9/26/2024 11229	02933 8/24 FIN Storage Ar	CVE Contracting Group Inc ea/Evidence Room	306-432-98574	13,825.00 13,825.00

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	Payment Date	Vendor#			Payment Amount
Payment Numbe	r Payable Number	Description	Vendor Name	Account Number	Item Amount
76261	9/26/2024	02787	Data Ticket, Inc.	101 412 00100	232.00
	170336	9/24 PD Data Ticket	Services	101-413-88100	232.00
76262	9/26/2024	1288	Department of Justice	404 440 00000	35.00
	758286	8/24 PD Blood Alcoh	ol Analysis for July 2024	101-413-88080	35.00
76263	9/26/2024	02932	Duval Ford LLC		104,110.86
	RGA28984	9/24 PD Vechile		101-413-98040	52,055.43
	RGA29194	9/24 PD Vehicle		101-413-98040	52,055.43
76264	9/26/2024	02289	Elecsys International, LLC		130.00
	SIP-E202641	9/24 PW Rectifier Ce	ell Date for Sept 2024	502-510-72030	130.00
76265	9/26/2024	02667	Enterprise FM Trust		2,682.23
	633288-090524	9/24 FD 25GMT5-09		101-416-98040	662.30
	633288-090524	9/24 FD 25GMST-09		101-416-98040	662.30
	633288-090524	9/24 FD 25GMTF-09		101-416-98040	660.44
	633288-090524	9/24 FD 25GMST3-0		101-416-98040	657.56
	633288-090524	9/24 FD Overpaymen		101-416-98040	-1,286.15
	633289-090524	9/24 PD CHF & CMD	K FIEET	101-413-98040	1,325.78
76266	9/26/2024	02938	Erasmo Lopez		600.00
	925696	9/24 AP Canopy Cov	ers for Wings & Wheels Event	101-435-84030	600.00
76267	9/26/2024	02091	Frisch Engineering, Inc.		1,087.50
	12147-2011b	9/24 WP SCADA Eng	ineering Svcs - Aug 2024	501-503-98441	1,087.50
76268	9/26/2024	1446	Granite Construction Company		1,513.25
	2800428	9/24 PW Sand, Base	& Cold Mix for City Yard	107-422-70130	378.32
	2800428	9/24 PW Sand, Base	& Cold Mix for City Yard	501-508-70130	378.31
	2800428	9/24 PW Sand, Base	& Cold Mix for City Yard	502-510-70130	378.31
	2800428	9/24 PW Sand, Base	& Cold Mix for City Yard	503-521-70130	378.31
76269	9/26/2024	02662	Guadalupe Arroyo		85.00
	20742	9/24 PD Meal Advan	ce (10/21-10/25/24) - G. Arroy	101-413-86010	85.00
76270	9/26/2024	02662	Guadalupe Arroyo		85.00
	20741	9/24 PD Meal Advan	ce (10/14-10/18/24) - G. Arroy	101-413-86010	85.00
76271	9/26/2024	1454	Hanson Bridgett LLP		8,742.00
	1503904	8/24 CC VCP Applica	tion Fees	101-401-88020	8,742.00
76272	9/26/2024	1908	HdL Coren & Cone		2,408.19
	SIN041183		ax Services (July-Sept 2024)	101-406-88100	1,204.10
	SIN041183		ax Services (July-Sept 2024)	820-610-88100	1,204.09
76273	9/26/2024	02617	Jose Raul Marquez Perez		280.00
	0009143	9/24 PD AC Unit 14 F	·	101-413-98030	280.00
76274	9/26/2024	02898	Karen Carrera		26,316.16
70274	2128		tigation Advice - Complaint	101-413-88020	26,316.16
					•
76275	9/26/2024	02813	KRISTI RAMSEY	101 412 96010	315.30
	0009140	9/24 PD Mileage Rei	IIID - K. Kallisey	101-413-86010	315.30
76276	9/26/2024	02626	L.N. Curtis and Sons		16,935.81
	PINV932476	9/24 FD Turnout Jack		101-416-70102	9,301.02
	PINV932483	9/24 FD Turnout Jacl	ket	101-416-70102	7,634.79
76277	9/26/2024	1592	Liebert Cassidy Whitmore		7,639.50
	264164	3/24 FD ERMA Claim		101-416-88020	142.50
	264169	3/24 FD ERMA Inves	<del>-</del>	101-416-88020	1,158.00
	266600	4/24 FD ERMA Claim		101-416-88020	171.00
	266616	4/24 FD ERMA Inves	•	101-416-88020	177.00
	269202	5/24 FD ERMA Advic	e - uscipiine	101-416-88020	420.50

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Expense Approval	•	Vendor#		Payment Dates: 9/1/2024 - 9/30/2024
Payment Number	Payment Date Payable Number	Description Vendor Name	Account Number	Payment Amount Item Amount
	274999	7/24 PD ERMA Investigation - Advice	101-413-88020	5,097.50
	276321	8/24 PD ERMA Investigation - Advice	101-413-88020	473.00
76278	9/26/2024	1593 Life Assist, Inc.		16,670.32
	1449202	6/24 FD Medical Supplies	117-416-75000	174.13
	1453700	7/24 FD Medical Supplies	117-416-75000	5,936.83
	1454195	7/24 FD Medical Supplies	117-416-75000	795.17
	1454307	7/24 FD Medical Supplies	117-416-75000	34.65
	1486251	7/24 FD Medical Supplies	117-416-75000	205.00
	1496800	8/24 FD Medical Supplies	117-416-75000	752.82
	1501518	8/24 FD Medical Supplies	117-416-75000	3,362.47
	1501519	8/24 FD Medical Supplies	117-416-75000	2,384.15
	1502220	8/24 FD Medical Supplies	117-416-75000	189.62
	1510637	9/24 FD Medical Supplies	117-416-75000	2,835.48
76279	9/26/2024	02329 Michael K. Nunley & Associates	s, Inc.	12,001.25
	001050000301	8/24 WP WTP Operations Plans in Assoc w/ TTHM	501-503-98441	12,001.25
76280	9/26/2024	1645 Mid State Container Sales, Inc.		8,004.40
	161355	9/24 FD Storage Container for Training Center	101-416-98040	8,004.40
76281	9/26/2024	1647 Mid Valley Disposal, Inc.		535.00
	3037796	9/24 AP Clean Up - Roll Off Bins	101-435-84030	535.00
76282	9/26/2024	02939 Mini Portable Toilet Rental LLC		1,820.00
70202	0009149	9/24 AP Porat Potty/Tables/Chairs - Wings & Wheels		1,820.00
76283	9/26/2024	02929 Miriam Rodriguez		2,200.00
0200	0009141	9/24 Turf Replacement Program - 1800 Rockview Wa	501-503-98471	2,200.00
76284	9/26/2024	1661 Mountain Valley Pest Control,	Inc.	178.00
	113529	7/24 AP Pest Control Service	101-435-84030	50.00
	114141	7/24 BLDG Pest Control Service	101-432-84030	28.00
	114143	7/24 AP Pest Control Service	101-435-84030	50.00
	114366	9/24 AP Pest Control Service	101-435-84030	50.00
76285	9/26/2024	1692 O'Reilly Automotive, Inc.		40.71
	4316-497444	9/24 WWP Crimp Hose	503-520-70140	18.94
	4316-499515	9/24 FD DEF for M253	101-416-70160	21.77
76286	9/26/2024	02937 Orlando Hernandez		2,200.00
	0009148	9/24 Turf Replacement Program - 310 Harvard Ave	501-503-98471	2,200.00
76287	9/26/2024	02554 Pace Supply Corp.		1,453.18
	029672885	7/24 PW Pipe Thread Compound	501-508-70140	162.35
	199264097-7	7/24 PW Angle Key	501-508-70140	1,290.83
76288	9/26/2024	02726 Price Paige & Company, Certifi	ed Public Accountants, LLP	4,655.00
	34133	8/24 FIN Additional Consulting Services	101-406-88030	698.25
	34133	8/24 PW Additonal Consulting Services	107-422-88030	232.75
	34133	8/24 FIN Additional Consulting Services	501-406-88030	1,396.50
	34133	8/24 FIN Additional Consulting Services	502-406-88030	1,163.75
	34133	8/24 FIN Additional Consulting Services	503-406-88030	884.45
	34133	8/24 FIN Additional Consulting Services	504-406-88030	46.55
	34133	8/24 FIN Additional Consulting Services	820-610-88030	232.75
76289	9/26/2024	1793 Sacramento Metropolitan Fire	District	3,000.38
	2000011041	9/24 FD GEMT SFY 22/23	117-416-70501	3,000.38
76290	9/26/2024	1818 Sean Young		172.00
	21126	9/24 PD Meal Advance (10/14-10/16/24) - S. Young	101-413-86010	172.00
			-	

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
76291	9/26/2024 21130	1818	Sean Young nce (10/18/24) - S. Young	101-413-86010	69.00 69.00
	21130	3/24 FD Wear Advar	ice (10/18/24) - 3. Tourig	101-413-80010	03.00
76292	9/26/2024 21128	1818 9/24 PD Meal Advar	Sean Young nce (10/17/24) - S. Young	101-413-86010	69.00 69.00
76202	0/26/2024	1021	Calf Hala Entampiana		2 024 44
76293	9/26/2024	1821 7/24 24/25 COL19 H	Self Help Enterprises	304-404-88105	2,921.14 441.92
	COL22HB 8/26/202	7/24 24/25 COLISTO		303-405-88118	1,794.80
		7/24 24/25 22-CDBC	'	303-405-88118	450.42
	COLADM Aug-24	8/24 Loan Servicing		815-609-88100	234.00
76294	9/26/2024	1858	Sparkletts		266.42
70254	9689215 091224	9/24 BLDG Water De	•	101-432-72010	115.41
	9689215 091224	9/24 PW Water Deli	•	502-510-70440	75.51
	9689215 091224	9/24 PW Water Deli		503-521-70440	75.50
		·	•		
76295	9/26/2024	1858	Sparkletts		129.09
	9412248 090124	9/24 WP Bottled Wa		501-503-72010	64.55
	9412248 090124	9/24 WWP Bottled \	Vater	503-520-72010	64.54
76296	9/26/2024	02523	Taylor Corporation		173.66
	7915330	9/24 ADMIN Busines	ss Cards - S. Brewer	101-405-70010	130.25
	7915330	9/24 ADMIN Busines		101-405-70010	21.70
	7915330	9/24 AP Business Ca	rds - M. Garcia	101-435-70040	21.71
76297	9/26/2024	02934	The Gooney Bird Group, Inc.		3,300.00
	0009145	9/24 AP War Bird Ap	pperance Fee	101-435-84030	3,300.00
76298	9/26/2024	1943	Tyler Technologies, Inc.		13,845.20
	025-479304	10/24 EAM Project N	Management (11/1/24-10/31/20	101-413-88040	1,730.65
	025-479304	10/24 EAM Project N	Management (11/1/24-10/31/20	101-416-88040	1,730.65
	025-479304	10/24 EAM Project N	Management (11/1/24-10/31/20	501-406-88040	3,461.30
	025-479304	10/24 EAM Project N	Management (11/1/24-10/31/20	502-406-88040	3,461.30
	025-479304	10/24 EAM Project N	Management (11/1/24-10/31/20	503-406-88040	3,461.30
76299	9/26/2024	1944 CC	US Bank Corporate Payment Cer	nter	4,895.42
	CM0000779	9/24 CC League of C	A Regis CR - R. Schindler	101-401-86011	-75.00
	CM0000780	8/24 CC League of C	A Conf Regis CR - R. Schindler	101-401-86011	-625.00
	USBCMSEPT24-01	8/24 CC City Council	Office Supplies (50%)	101-401-70010	11.38
	USBCMSEPT24-01	8/24 CC USPS -Cand	idate Filing Paperwork to FCEO	101-401-92060	30.45
	USBCMSEPT24-01		mbers Video/Audio Equipment	101-404-88010	212.51
	USBCMSEPT24-01	8/24 ADMIN Office S		101-405-70010	22.43
	USBCMSEPT24-01		uncil Office Supplies (50%)	101-405-70010	11.38
	USBCMSEPT24-01	8/24 ADMIN Chief's	•	101-405-86010	20.48
	USBFDSEPT24-03	8/24 FD State Fire Ti	· ·	101-416-75030	275.00
	USBFDSEPT24-03	8/24 FD Holiday Inn	•	101-416-86010	117.71
	USBFDSEPT24-04	· ·	ey Arson - 2024 Dues	101-416-75060	40.00 70.44
	USBPDSEPT24-01 USBPDSEPT24-01	8/29 PD Home Depo	arehouse - Range Equipment	101-413-70440 101-413-70440	154.12
	USBPDSEPT24-01	· · · · · · · · · · · · · · · · · · ·	ity Phone & Phone Case	101-413-70440	27.19
	USBPDSEPT24-01	9/24 PD Peerless Ne	•	101-413-70440	228.18
	USBPDSEPT24-01	8/24 PD Expedia - Tr		101-413-86010	790.05
	USBPDSEPT24-01	8/24 PD Expedia - Tr	•	101-413-86010	790.05
	USBPDSEPT24-01	8/24 PD Expedia - Tr	<del>-</del>	101-413-86010	790.05
	USBPDSEPT24-01	8/24 PD Expedia - Tr	<del>-</del>	101-413-86010	619.05
	USBPDSEPT24-01	8/24 PD Expedia - Tr	· ·	101-413-86010	471.39
	USBPDSEPT24-01	8/24 PD Lake Natom	•	101-413-86010	384.84
	USBPDSEPT24-01	8/24 PD Courtyard b	•	101-413-86010	170.76
	USBPDSEPT24-01	8/24 PD Courtyard b	·	101-413-86010	158.76
	USBPDSEPT24-01	8/24 PD JourneyTea	m - Microsoft	101-413-88040	199.20

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Payment Number   Payable Number   Description   Vendor Name   Account Number   Remark 19/26/2024   02701   Vanessa Carias   0009139   9/24 PD Mileage & Hotel Fee Reimb - V. Carias   101-413-86010   101-413-86010   101-413-86010   101-413-86010   101-413-86010   101-413-86010   101-413-86010   101-413-86010   101-413-70380   101-41	yment Amount Amount
1009139   9/24 PD Mileage & Hotel Fee Reimb - V. Carias   101-413-86010   10-413-86010   10-413-86010   10-413-86010   10-413-86010   10-413-86010   10-413-86010   10-413-70380   10-41	
Total	475.97 475.97
2408019       8/24 FD EMS Ambulance Billing - Aug 2024       117-416-70501         DFT0006383       9/13/2024 0009031       1025 AFLAC Group Insurance AFLAC Group Insurance O009034       950-000-34600         DFT0006384       9/13/2024 1025 AFLAC Group Insurance O009032 AFLAC Pre Tax       950-000-34600       950-000-34600         DFT0006395       9/13/2024 1207 City of Coalinga O009044 Dependent Care-Health Equity       950-000-34500         DFT0006396       9/13/2024 02043 New York Life Insurance New York Life Insurance O009049 New York Life Insurance       950-000-32400         DFT0006413       9/13/2024 1207 City of Coalinga Unreimbursed Medical 950-000-34500       950-000-34500         DFT0006414       9/13/2024 1677 Newport Trust Company 0009103 457 Newport \$\$ General 950-000-32100       950-000-32100         DFT0006415       9/13/2024 1677 Newport \$\$ General 950-000-32100	393.39 393.39
DFT0006384 9/13/2024 1025 AFLAC Group Insurance 0009032 AFLAC Pre Tax 950-000-34600  DFT0006395 9/13/2024 1207 City of Coalinga 0009044 Dependent Care-Health Equity 950-000-34500  DFT0006396 9/13/2024 02043 New York Life Insurance 0009049 New York Life Insurance New York Life Insurance 0009076 Unreimbursed Medical 950-000-32400  DFT0006413 9/13/2024 1207 City of Coalinga 0009076 Unreimbursed Medical 950-000-34500  DFT0006414 9/13/2024 1677 Newport Trust Company 0009103 457 Newport \$\$ General 950-000-32100  DFT0006415 9/13/2024 1677 Newport \$\$ General 950-000-32100	7,578.90 7,578.90
DFT0006395 9/13/2024 1207 City of Coalinga 0009044 Dependent Care-Health Equity 950-000-34500  DFT0006396 9/13/2024 02043 New York Life Insurance 0009049 New York Life Insurance New York Life Insurance 950-000-32400  DFT0006413 9/13/2024 1207 City of Coalinga 0009076 Unreimbursed Medical 950-000-34500  DFT0006414 9/13/2024 1677 Newport Trust Company 0009103 457 Newport \$\$ General 950-000-32100  DFT0006415 9/13/2024 1677 Newport Trust Company 0009104 457 Newport \$\$ General 950-000-32100	639.44 639.44
DFT0006396 9/13/2024 02043 New York Life Insurance 0009049 New York Life Insurance New York Life Insurance 0009049 New York Life Insurance 0009076 Unreimbursed Medical 950-000-32400  DFT0006414 9/13/2024 1677 Newport Trust Company 0009103 457 Newport \$\$ General 950-000-32100  DFT0006415 9/13/2024 1677 Newport \$\$ General 950-000-32100	1,910.55 1,910.55
DFT0006413         9/13/2024   1207   City of Coalinga   950-000-32400           DFT0006414         9/13/2024   1677   Newport Trust Company   0009103   457 Newport \$\$ General   950-000-32100           DFT0006415         9/13/2024   1677   Newport Trust Company   457 Newport \$\$ General   950-000-32100           DFT0006415         9/13/2024   1677   Newport Trust Company   457 Newport \$\$ General   950-000-32100	38.46 38.46
DFT0006414     9/13/2024 1677 Newport Trust Company 0009103     457 Newport \$\$ General     950-000-34500       DFT0006415     9/13/2024 1677 Newport \$\$ General     950-000-32100       DFT0006415     9/13/2024 0009104     1677 Newport \$\$ General     950-000-32100	788.43 788.43
0009103 457 Newport \$\$ General 950-000-32100  DFT0006415 9/13/2024 1677 Newport Trust Company 0009104 457 Newport \$\$ General 950-000-32100	695.76 695.76
0009104 457 Newport \$\$ General 950-000-32100	90.00 90.00
	112.50 112.50
DFT0006416 9/13/2024 1677 Newport Trust Company 0009105 457 Newport \$\$ General 950-000-32100	37.50 37.50
DFT0006417 9/13/2024 1677 Newport Trust Company 0009106 457 Newport % General 950-000-32100	433.01 433.01
DFT0006418 9/13/2024 1677 Newport Trust Company 0009107 457 Newport % General 950-000-32100	515.49 515.49
DFT0006419 9/13/2024 1677 Newport Trust Company 0009108 457 Newport % General 950-000-32100	431.97 431.97
DFT0006420 9/13/2024 1677 Newport Trust Company 0009109 457 Newport % General 950-000-32100	515.20 515.20
DFT0006421 9/13/2024 1677 Newport Trust Company 0009110 457 Newport % General 950-000-32100	140.63 140.63
DFT0006422 9/13/2024 1677 Newport Trust Company 0009111 457 Newport EE\$/ER% 950-000-32100	996.42 996.42
DFT0006423 9/13/2024 1677 Newport Trust Company 0009112 457 Newport EE\$/ER% 950-000-32100	1,600.11 1,600.11
DFT0006424 9/13/2024 1869 California State Disbursement Unit 0009115 SDU Fresno County DCSS 950-000-34010	315.69 315.69
DFT0006425 9/13/2024 1869 California State Disbursement Unit 0009116 SDU Fresno County DCSS 950-000-34010	34.61 34.61
DFT0006426 9/13/2024 1869 California State Disbursement Unit 0009117 SDU Merced County DCSS 950-000-34010	269.53 269.53
DFT0006427 9/13/2024 02078 SDI 950-000-31500	3,466.63

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
DFT0006428	9/13/2024 0009119	02077 SDI Mgr	SDI (Mgr)	950-000-31500	268.05 268.05
DFT0006429	9/13/2024 0009120	1331 State W/H	Employment Development Dept.	(EDD) 950-000-31200	12,692.38 12,692.38
DFT0006430	9/13/2024 0009121 0009121 0009121	1956 Fed W/H Social Security Medicare	IRS/United States Treasury	950-000-31100 950-000-31300 950-000-31400	79,954.71 28,551.47 41,660.14 9,743.10
DFT0006442	9/12/2024 0009122	02078 SDI	SDI	950-000-31500	4.40 4.40
DFT0006444	9/12/2024 0009123	1331 State W/H	Employment Development Dept.	(EDD) 950-000-31200	81.74 81.74
DFT0006445	9/12/2024 0009124 0009124 0009124	1956 Fed W/H Social Security Medicare	IRS/United States Treasury	950-000-31100 950-000-31300 950-000-31400	217.98 95.70 99.08 23.20
DFT0006446	9/13/2024 0009125	02078 SDI	SDI	950-000-31500	3.00 3.00
DFT0006447	9/13/2024 0009126 0009126	1956 Social Security Medicare	IRS/United States Treasury	950-000-31300 950-000-31400	41.68 33.78 7.90
DFT0006451	9/16/2024 0009136	02078 SDI	SDI	950-000-31500	41.30 41.30
DFT0006452	9/16/2024 0009137	1331 State W/H	Employment Development Dept.	(EDD) 950-000-31200	2,561.20 2,561.20
DFT0006453	9/16/2024 0009138 0009138 0009138	1956 Fed W/H Social Security Medicare	IRS/United States Treasury	950-000-31100 950-000-31300 950-000-31400	10,320.44 8,537.34 645.50 1,137.60
DFT0006454	9/27/2024 0009150	1025 AFLAC After Tax	AFLAC Group Insurance	950-000-34600	590.58 590.58
DFT0006455	9/27/2024 0009151	1025 AFLAC Pre Tax	AFLAC Group Insurance	950-000-34600	1,812.19 1,812.19
DFT0006498	9/27/2024 0009235	02078 SDI	SDI	950-000-31500	3,290.00 3,290.00
DFT0006499	9/27/2024 0009236	02077 SDI Mgr	SDI (Mgr)	950-000-31500	362.07 362.07
DFT0006500	9/27/2024 0009237	1331 State W/H	Employment Development Dept.	(EDD) 950-000-31200	11,673.38 11,673.38
DFT0006501	9/27/2024 0009238 0009238 0009238	1956 Fed W/H Social Security Medicare	IRS/United States Treasury	950-000-31100 950-000-31300 950-000-31400	76,980.93 27,897.23 39,780.22 9,303.48
DFT0006502	9/27/2024 0009239	02078 SDI	SDI	950-000-31500	8.27 8.27
DFT0006503	9/27/2024 0009240	1331 State W/H	Employment Development Dept.	(EDD) 950-000-31200	49.59 49.59

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Expense	Approval	Report
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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
DFT0006504	9/27/2024	1956	IRS/United States Treasury		280.28
	0009241	Fed W/H		950-000-31100	165.30
	0009241	Social Security		950-000-31300	93.18
	0009241	Medicare		950-000-31400	21.80
DFT0006560	9/27/2024	02078	SDI		1.87
	0009355	SDI		950-000-31500	1.87
DFT0006561	9/27/2024	1331	Employment Development De	pt. (EDD)	16.78
	0009356	State W/H		950-000-31200	16.78
DFT0006562	9/27/2024	1956	IRS/United States Treasury		58.04
	0009357	Fed W/H		950-000-31100	31.94
	0009357	Social Security		950-000-31300	21.16
	0009357	Medicare		950-000-31400	4.94
					Grand Total: 1,480,566.49

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### **Report Summary**

#### **Fund Summary**

Fund	<b>Payment Amount</b>
101 - GENERAL FUND	397,041.25
102 - PD EVIDENCE FUND	120.00
105 - COPS GRANT FUND	57,447.37
106 - POLICE DEPT GRANTS	9,223.85
107 - GAS TAX FUND	21,833.17
110 - LTF - ARTICLE 8 FUND	16,491.33
117 - IGT-INTERGOVERNMENTAL TRANSFER	33,233.72
125 - MEASURE C-STREET MAINTENANCE	1,202.34
127 - MEASURE C-FLEXIBLE FUNDING	2,475.24
303 - CDBG PROGRAM FUND	7,245.22
304 - HOME PROGRAM FUND	441.92
305 - CALTRANS GRANTS FUND	63,393.20
306 - SPECIAL REVENUE GRANTS FUND	28,650.00
310 - AHSC PROGRAM	16,087.50
501 - WATER ENTERPRISE FUND	399,382.30
502 - GAS ENTERPRISE FUND	107,741.53
503 - SEWER ENTEPRISE FUND	50,903.13
504 - SANITATION ENTERPRISE FUND	3,591.54
815 - LOW/MOD HOUSING ASSET FUND	3,139.09
820 - RORF-REDEV OBLIG RETIREMENT FUND (RDA)	5,310.50
950 - PAYROLL TRUST & AGENCY FUND	255,612.29
Grand Total:	1,480,566.49

#### **Account Summary**

Account Number	Account Name	Payment Amount
101-401-70010	Office Supplies	343.48
101-401-76010	General Advertising	3,181.97
101-401-84010	Office Equip. Repairs &	18.14
101-401-86011	Training, Travel, & Confe	75.00
101-401-86030	Subs., Dues, & Publicatio	5,852.44
101-401-88020	Outside Attorney Fees	29,202.00
101-401-88040	Computer Programming	72.98
101-401-88100	Professional Services	400.00
101-401-88220	Special Events Expense	2,366.89
101-401-92060	Election Expense	17,860.65
101-404-70010	Office Supplies	99.12
101-404-70100	Uniforms	29.86
101-404-70160	Gasoline & Diesel	27.99
101-404-84010	Office Equip. Repairs &	33.75
101-404-86010	Training, Travel, & Confe	660.00
101-404-86030	Subs., Dues, & Publicatio	202.57
101-404-86500	Planning-Reimbursable F	4,068.54
101-404-88010	City Attorney Fees	212.51
101-404-88040	Computer Programming	72.98
101-404-88090	General Engineering	760.00
101-404-88101	Administrative Fees	0.75
101-405-70010	Office Supplies	498.02
101-405-70040	Printing & Binding	100.80
101-405-70160	Gasoline & Diesel	187.73
101-405-84010	Office Equip. Repairs &	70.54
101-405-86010	Training, Travel, & Confe	1,701.82
101-405-86030	Subs., Dues, & Publicatio	3,352.45
101-405-88040	Computer Programming	72.98
101-405-88101	Administrative Fees	14.11
101-405-90010	Liability & Property Insur	368.11
101-406-70010	Office Supplies	19.31
101-406-84010	Office Equip. Repairs &	10.01

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	Account Summary	
Account Number	Account Name	Payment Amount
101-406-84012	Computer Equipment	1,460.08
101-406-86010	Training, Travel, & Confe	139.45
101-406-88030	Accounting/Auditing	698.25
101-406-88040	Computer Programming	1,139.46
101-406-88100	Professional Services	3,589.86
101-406-89070	Fingerprinting	16.00
101-408-70010	Office Supplies	50.56
101-408-84010	Office Equip. Repairs &	119.71
101-408-88040	Computer Programming	172.97
101-408-88101	Administrative Fees	4.28
101-408-89070	Fingerprinting	32.00
101-408-89080	Background Investigatio	800.00
101-413-70010	Office Supplies	129.50
101-413-70101	Uniforms-Safety Equipm	260.55
101-413-70160	Gasoline & Diesel	11,355.72
101-413-70380	Inmate Food/Jail Supplie	1,346.83
101-413-70440	Miscellaneous Supplies	273.60
101-413-72010	Water, Gas, Sanitation &	59.63
101-413-72030	Telephone	2,445.24
101-413-84010	Office Equip. Repairs &	285.32
101-413-84030	Buildings Repairs & Mai	1,190.81
101-413-84060	Vehicle Parts, Repairs &	5,590.49
101-413-86010	Training, Travel, & Confe	9,198.22
101-413-86030	Subs., Dues, & Publicatio	3,084.98
101-413-88020	Outside Attorney Fees	31,886.66
101-413-88040	Computer Programming	8,888.22
101-413-88080	Laboratory Professional Services	35.00
101-413-88100	Administrative Fees	1,241.99 22.50
101-413-88101 101-413-90070		
101-413-98030	Investigative Expenses Office Furniture & Equip	1,000.00 280.00
101-413-98040	Major Machinery & Equi	105,436.64
101-415-72010	Water, Gas, Sanitation &	103,430.04
101-415-88100	Professional Services	2,950.00
101-416-70010	Office Supplies	129.54
101-416-70050	Education Materials & S	4,419.10
101-416-70060	Small Tools & Equipment	250.62
101-416-70102	Uniforms	19,609.71
101-416-70160	Gasoline & Diesel	12,961.31
101-416-70440	Miscellaneous Supplies	234.25
101-416-70450	Station Supplies	181.61
101-416-72010	Water, Gas, Sanitation &	1,890.24
101-416-72020	Electric	4,224.53
101-416-72030	Telephone	854.27
101-416-75030	Tuition Reimbursement	787.50
101-416-75060	Mandated Annual Servic	2,257.87
101-416-84010	Office Equip. Repairs &	176.75
101-416-84030	Buildings Repairs & Mai	40.14
101-416-84050	Grounds Repairs & Main	140.00
101-416-84060	Vehicle Parts, Repairs &	7,048.07
101-416-86010	Training, Travel, & Confe	368.36
101-416-88020	Outside Attorney Fees	2,069.00
101-416-88040	Computer Programming	4,087.88
101-416-98040	Major Machinery & Equi	9,360.85
101-431-70060	Small Tools & Equipment	74.36
101-431-70100	Uniforms	89.86
101-431-70150	Vehicle Parts & Supplies	387.14
101-431-70160	Gasoline & Diesel	118.18

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Acc	Count Summary	
Account Number	Account Name	Payment Amount
101-431-72030	Telephone	43.36
101-431-88040	Computer Programming	72.98
101-432-72010	Water, Gas, Sanitation &	1,608.57
101-432-72020	Electric	14,391.62
101-432-72030	Telephone	140.39
101-432-84030	Buildings Repairs & Mai	4,968.87
101-432-84050	Grounds Repairs & Main	3,532.82
101-432-84071	Inspections	865.00
101-432-90010	Liability & Property Insur	4,988.85
101-435-48160	Miscellaneous Revenue	50.00
101-435-70040	Printing & Binding	45.02
101-435-72010	Water, Gas, Sanitation &	410.61
101-435-72020	Electric	1,659.95
101-435-72030	Telephone	60.00
101-435-84030	Buildings Repairs & Mai	7,552.34
101-435-84050	Grounds Repairs & Main	1,280.35
101-435-86030	Subs., Dues, & Publicatio	395.00
101-435-88040	<b>Computer Programming</b>	72.98
101-435-88101	Administrative Fees	2.25
101-440-70100	Uniforms	893.75
101-440-70160	Gasoline & Diesel	1,087.30
101-440-72011	Water/Electric - City Plot	10,578.32
101-440-84050	Grounds Repairs & Main	2,355.08
101-440-86010	Training, Travel, & Confe	831.00
101-440-88040	Computer Programming	73.02
101-440-88100	Professional Services	59.25
101-440-89070	Fingerprinting	32.00
102-000-14501	PD Evidence Monies in T	120.00
105-413-98040	Major Machinery & Equi	7,200.00
105-413-98041	COPS Grant Equipment E	50,247.37
106-413-70010	Office Supplies	423.85
106-413-88100	<b>Professional Services</b>	8,800.00
107-422-70010	Office Supplies	21.82
107-422-70100	Uniforms	199.94
107-422-70130	Street Materials	957.77
107-422-70160	Gasoline & Diesel	272.31
107-422-72011	Water/Electric - City Plot	4,377.84
107-422-72030	Telephone	30.46
107-422-84010	Office Equip. Repairs &	13.61
107-422-84012	Computer Equipment	56.16
107-422-84050	Grounds Repairs & Main	157.76
107-422-84060	Vehicle Parts, Repairs &	507.01
107-422-86010	Training, Travel, & Confe	840.95
107-422-86030	Subs., Dues, & Publicatio	99.00
107-422-88030	Accounting/Auditing	232.75
107-422-88040	Computer Programming	782.27
107-422-88060	Medical - General	7.99
107-422-88100	Professional Services	5,261.25
107-422-88101	Administrative Fees	3.01
107-422-88130	Grant Writing/Applicatio	7,903.00
107-422-90010	Liability & Property Insur	108.27
110-424-72021	Street Light Electricity	11,405.24
110-424-88040	Computer Programming	729.84
110-424-98401	Slurry Seal & Cape Seal	2,327.50
110-424-98912	Durian/Birch St. Improv.	2,028.75
117-416-70010	Office Supplies	11.90
117-416-70050	Education Materials & S	350.00
117-416-70501	GEMT Program	10,579.28
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A	count Summary	
Account Number	Account Name	Payment Amount
117-416-72030	Telephone	5.37
117-416-75000	Medical Equipment & Su	17,593.21
117-416-75010	Meals-Ambulance Runs	322.42
117-416-75020	EMS-Linens	583.87
117-416-75040	Ambulance Billing Contr	1,759.24
117-416-84010	Office Equip. Repairs &	22.05
117-416-84050	Grounds Repairs & Main	341.25
117-416-84060	Vehicle Parts, Repairs &	1,399.86
117-416-86040	Required Certification Tr	168.21
117-416-88101	Administrative Fees	1.06
117-416-89070	Fingerprinting	96.00
125-422-88040	Computer Programming	729.84
125-422-88100	Professional Services	472.50
127-422-88040	Computer Programming	729.84
127-422-98907	Pleasant St Sewer Main	1,235.40
127-422-98983	Center Median Island Im CDBG CV2&CV3 Grant E	510.00
303-405-88117 303-405-88118	2022 CDBG Grant for FT	5,000.00
	19-HOME-14965 Grant E	2,245.22
304-404-88105 305-422-98062	STBG-California-Baker ST	441.92 28,700.00
305-422-98902	Phelps Ave Ph 2 Exp STP	
305-422-98905		1,152.50
305-422-98974	Los Gatos Bridge Trails-A CMAQ-NW Trail Seg 1/2/	7,673.67
305-422-98975	ATP Cycle 5-Est Polk St Bi	8,912.50
305-422-98982	Trail Improv-ATP Cycle 4	16,062.50
306-000-10003	Retention Payable	892.03 13,720.00
306-422-98575	Centennial Park DPR Gra	227.50
306-422-98576	Sandalwood Park DPR Gr	227.50
306-432-98574	CIRA Grant Expense-Bld	14,475.00
310-422-98581	AHSC Grant Expense	16,087.50
501-000-10003	Retention Payable	-2,500.00
501-406-70010	Office Supplies	118.27
501-406-70030	Postage & Freight Out	480.00
501-406-70040	Printing & Binding	340.60
501-406-70160	Gasoline & Diesel	66.42
501-406-72030	Telephone	99.75
501-406-84010	Office Equip. Repairs &	140.87
501-406-84012	Computer Equipment	1,684.70
501-406-86010	Training, Travel, & Confe	59.70
501-406-88030	Accounting/Auditing	1,396.50
501-406-88040	Computer Programming	4,928.83
501-406-88101	Administrative Fees	0.24
501-406-89070	Fingerprinting	6.40
501-406-90010	Liability & Property Insur	25.98
501-503-70010	Office Supplies	25.76
501-503-70100	Uniforms	223.62
501-503-70140	Utility Parts & Supplies	1,634.54
501-503-70160	Gasoline & Diesel	1,562.82
501-503-70202	Lab Supplies	1,754.96
501-503-72010	Water, Gas, Sanitation &	64.55
501-503-72020	Electric	114,954.04
501-503-72030	Telephone	437.57
501-503-80010	Water Purchases	115,141.46
501-503-82030	Equipment Rental	580.59
501-503-84010	Office Equip. Repairs &	48.57
501-503-84030	Buildings Repairs & Mai	1,499.75
501-503-84060	Vehicle Parts, Repairs &	135.24
501-503-84072	Safety Equip. Repairs &	172.22

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•	Account Summary	
Account Number	Account Name	Payment Amount
501-503-86030	Subs., Dues, & Publicatio	2.60
501-503-88040	Computer Programming	243.04
501-503-88081	Outside Laboratory	785.00
501-503-88100	Professional Services	21,588.51
501-503-88101	Administrative Fees	11.81
501-503-90010	Liability & Property Insur	1,788.46
501-503-92090	Taxes, Licenses, & Fees	41.07
501-503-98441	Water Revenue Bond Pr	93,354.87
501-503-98471	CDWR Turf Replacement	13,646.00
501-508-70010	Office Supplies	26.76
501-508-70060	Small Tools & Equipment	223.61
501-508-70100	Uniforms	199.95
501-508-70101	Uniforms-Safety Equipm	128.17
501-508-70130	Street Materials	622.79
501-508-70140	Utility Parts & Supplies	8,695.37
501-508-70160	Gasoline & Diesel	1,046.80
501-508-72020	Electric	319.44
501-508-72030	Telephone	1,035.62
501-508-84010	Office Equip. Repairs &	14.85
501-508-84030	Buildings Repairs & Mai	161.53
501-508-84060	Vehicle Parts, Repairs &	515.47
501-508-86010	Training, Travel, & Confe	905.00
501-508-86030	Subs., Dues, & Publicatio	2.60
501-508-88040	Computer Programming	243.04
501-508-88060	Medical - General	31.98
501-508-88100	Professional Services	600.00
501-508-88101	Administrative Fees	2.30
501-508-88130	Grant Writing/Applicatio	2,875.02
501-508-90010	Liability & Property Insur	458.85
501-508-98040	Major Machinery & Equi	1,768.94
501-508-98472	CDWR Advanced Meteri	2,788.50
501-508-98907	Pleasant St Sewer Main	170.40
502-406-70010	Office Supplies	103.96
502-406-70030	Postage & Freight Out	420.00
502-406-70040	Printing & Binding	298.02
502-406-70160	Gasoline & Diesel	58.12
502-406-72030	Telephone	87.50
502-406-84010	Office Equip. Repairs &	124.19
502-406-84012	Computer Equipment	1,347.75
502-406-86010	Training, Travel, & Confe	49.75
502-406-88030	Accounting/Auditing	1,163.75
502-406-88040	Computer Programming	4,632.63
502-406-88101	Administrative Fees	0.22
502-406-89070	Fingerprinting	4.80
502-406-90010	Liability & Property Insur	19.49
502-510-70010	Office Supplies	26.76
502-510-70100	Uniforms	199.95
502-510-70101	Uniforms-Safety Equipm	46.53
502-510-70130	Street Materials	378.31
502-510-70140	<b>Utility Parts &amp; Supplies</b>	633.73
502-510-70160	Gasoline & Diesel	1,046.80
502-510-70440	Miscellaneous Supplies	156.40
502-510-72020	Electric	1,084.49
502-510-72030	Telephone	242.21
502-510-80020	PG&E Wholesale Transp	68,364.56
502-510-84010	Office Equip. Repairs &	36.64
502-510-84030	Buildings Repairs & Mai	141.67
502-510-84060	Vehicle Parts, Repairs &	515.47

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Ad	count Summary	
Account Number	Account Name	Payment Amount
502-510-86030	Subs., Dues, & Publicatio	2.60
502-510-88040	<b>Computer Programming</b>	729.84
502-510-88060	Medical - General	31.98
502-510-88100	Professional Services	8,614.09
502-510-88101	Administrative Fees	5.29
502-510-88130	Grant Writing/Applicatio	15,054.99
502-510-90010	Liability & Property Insur	350.10
502-510-98040	Major Machinery & Equi	1,768.94
503-406-70010	Office Supplies	65.16
503-406-70030	Postage & Freight Out	276.00
503-406-70040	Printing & Binding	195.84
503-406-70160	Gasoline & Diesel	38.19
503-406-72030	Telephone	50.96
503-406-84010	Office Equip. Repairs &	69.52
503-406-84012	Computer Equipment	954.65
503-406-86010	Training, Travel, & Confe	37.81
503-406-88030	Accounting/Auditing	884.45
503-406-88040	<b>Computer Programming</b>	4,813.48
503-406-88101	Administrative Fees	0.16
503-406-89070	Fingerprinting	4.48
503-406-90010	Liability & Property Insur	12.99
503-520-70010	Office Supplies	22.79
503-520-70100	Uniforms	112.23
503-520-70140	<b>Utility Parts &amp; Supplies</b>	561.00
503-520-70160	Gasoline & Diesel	476.06
503-520-72010	Water, Gas, Sanitation &	1,187.96
503-520-72020	Electric	16,188.21
503-520-72030	Telephone	44.28
503-520-82030	Equipment Rental	18.00
503-520-84010	Office Equip. Repairs &	48.00
503-520-84020	Major Equip. Repairs &	5,161.89
503-520-84030	Buildings Repairs & Mai	90.00
503-520-84060	Vehicle Parts, Repairs &	1,011.80
503-520-84073	Safety Equipment	171.55
503-520-88040	Computer Programming	243.04
503-520-88080	Laboratory	260.00
503-520-88100	Professional Services	600.00
503-520-88101	Administrative Fees	2.52
503-520-90010	Liability & Property Insur	737.05
503-520-92090	Taxes, Licenses, & Fees	41.08
503-521-70010	Office Supplies	0.99
503-521-70100	Uniforms	199.91
503-521-70101	Uniforms-Safety Equipm	46.53
503-521-70130	Street Materials	378.31
503-521-70160	Gasoline & Diesel	1,046.79
503-521-70440	Miscellaneous Supplies	384.25
503-521-72010	Water, Gas, Sanitation &	240.23
503-521-72020	Electric	1,018.79
503-521-72030	Telephone	106.18
503-521-84010	Office Equip. Repairs &	7.80
503-521-84030	Buildings Repairs & Mai	246.66
503-521-84060	Vehicle Parts, Repairs &	275.69
503-521-86030	Subs., Dues, & Publicatio	2.60
503-521-88040	Computer Programming	243.04
503-521-88060	Medical - General	8.00
503-521-88100	<b>Professional Services</b>	600.00
503-521-88101	Administrative Fees	2.29
503-521-88130	Grant Writing/Applicatio	2,874.99

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	Account Jummary	
Account Number	Account Name	Payment Amount
503-521-90010	Liability & Property Insur	737.04
503-521-98040	Major Machinery & Equi	1,768.94
503-521-98907	Pleasant St Sewer Main	2,854.20
503-521-98908	Grant St Alley Sewer Lin	3,478.75
504-406-70010	Office Supplies	6.21
504-406-70030	Postage & Freight Out	24.00
504-406-70040	Printing & Binding	17.03
504-406-70160	Gasoline & Diesel	3.32
504-406-72030	Telephone	5.08
504-406-84010	Office Equip. Repairs &	7.59
504-406-84012	Computer Equipment	56.15
504-406-86010	Training, Travel, & Confe	1.99
504-406-88030	Accounting/Auditing	46.55
504-406-88040	Computer Programming	10.49
504-406-88101	Administrative Fees	0.02
504-406-89070	Fingerprinting	0.32
504-406-90010	Liability & Property Insur	6.50
504-535-70100	Uniforms	78.60
504-535-70160	Gasoline & Diesel	1,405.42
504-535-84060	Vehicle Parts, Repairs &	1,152.77
504-535-88040	Computer Programming	729.84
504-535-88100	Professional Services	39.50
504-535-88101	Administrative Fees	0.16
815-609-88100	Professional Services	3,139.09
820-610-70010	Office Supplies	0.99
820-610-72030	Telephone	0.46
820-610-84010	Office Equip. Repairs &	1.84
820-610-84012	Computer Equipment	56.14
820-610-86010	Training, Travel, & Confe	9.95
820-610-88030	Accounting/Auditing	232.75
820-610-88040	Computer Programming	782.22
820-610-88100	Professional Services	4,072.55
820-610-88101	Administrative Fees	2.03
820-610-90010	Liability & Property Insur	151.57
950-000-31100	Federal Withholding	65,278.98
950-000-31200	State Income Tax Withh	27,075.07
950-000-31300	FICA Withheld	82,333.06
950-000-31400	Medicare Insurance Wit	20,242.02
950-000-31500	State Disability Insuranc	7,445.59
950-000-32100	Employee Deferred Com	36,588.68
950-000-32400	Life Insurance	788.43
950-000-33000	CLOCEA Dues Withheld	2,835.99
950-000-33200	CPOA Dues Withheld	2,717.28
950-000-33300	Fire Assoc. Dues Withhel	2,820.00
950-000-34010	Other Withholdings Gar	1,294.83
950-000-34060	Prepaid Legal Services	505.38
950-000-34500	Unreimbursed Med/Dep	734.22
950-000-34600	AFLAC Insurance Withhe	4,952.76
	Grand Total:	1,480,566.49

#### **Project Account Summary**

Project Account Key		Payment Amount
**None**		1,471,342.64
ORT2		423.85
ORT3		8,800.00
	Grand Total:	1.480.566.49

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

**Subject:** City Council Approval of a Construction Engineering Task Order with MKN for

Services Related to the Derrick Reservoir Rehabilitation Project

Meeting Date: Thursday, November 7, 2024

From: Sean Brewer, Interim City Manager
Prepared by: Sean Brewer, Interim City Manager

#### I. RECOMMENDATION:

City Council approval of a Construction Engineering Task Order with MKN for services as part of the Derrick Reservoir Rehabilitation Project.

#### II. BACKGROUND:

MKN was the engineer of record for the Derrick Reservoir project that is currently under construction, however when the Council awarded the construction bid and associated inspection and construction management agreements, construction engineering support was inadvertently left out of MKN's task order. MKN has provided a task order to provide necessary construction engineering support during the course of the project.

#### III. DISCUSSION:

Construction Engineering Services provided by MKN will include project management, coordination and QA/QC, coordination with the City Engineer, responding to RFI's, submittal reviews, structural support, requests for change and preparation of record drawings.

#### IV. ALTERNATIVES:

None. This is a necessary service needed throughout construction.

#### V. FISCAL IMPACT:

MKN will perform these services on a time-and materials basis for a fee not-to-exceed \$89,444. These funds will be paid through 2021 water bond proceeds.

#### ATTACHMENTS:

File Name Description

Proposal Coalinga Derrick Res Rehab Con Eng.pdf
MKN CE Proposal - Derrick Reservoir



October 1, 2024

Mr. Sean Brewer Interim City Manager City of Coalinga (Submitted Electronically)

# RE: Scope Amendment 1 – Engineering Services During Construction for Derrick Reservoir Rehabilitation Project

Dear Mr. Brewer,

MKN has recently completed design services for the rehabilitation of Derrick Reservoir for the City of Coalinga, and is pleased to provide this proposal to perform Engineering Services During Construction. Included below is our proposed scope and fee for the construction phase of the project.

## Scope of Work

#### Task Group 500 – Engineering Services During Construction (ESDC)

#### Task 501 - Project Management, Coordination, and QA/QC

Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City. MKN's Project Manager will review the status of budget, schedule, and relevant project issues with the District on a bi-weekly basis via email or phone. MKN will provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the construction phase.

#### Tasks 502 - 504 – Meetings

MKN has included the following meetings as part of this scope of services. MKN will attend meetings with the City, Contractor, and CM Team as needed to review the project and discuss scheduling and project requirements.

- Pre-Construction Conference (in person)
- Four (4) Additional Site Visits
- Construction Progress Meetings (virtual, 30 minutes each)



#### Tasks 505 – Coordination with TriCity

MKN will coordinate with TriCity as needed to provide construction support on behalf of the City.

#### Tasks 506 – Respond to RFIs

MKN will respond to Requests for Information (RFIs) from the Contractor. For budgeting purposes, we have assumed up to fifty six (56) hours for RFI reviews.

#### Tasks 507 - Submittal Review

MKN will review technical submittals and provide responses in a timely manner. Submittals will be reviewed for general conformance to the Contract Documents. Subsequent to Engineer's review, MKN will return the submittal to the Contractor. MKN will maintain a log of shop drawings that have been submitted, and the disposition. For budgeting purposes, we have assumed up to sixty (60) hours for submittal/resubmittal reviews.

#### Tasks 508 – Structural Support

MKN's subconsultant, Buehler Engineering, will provide structural engineering services during construction including up to three (3) site visits, attendance at the Pre-Construction Meeting, Submittal Review, and response to RFIs.

#### Tasks 509 – Requests for Change

As directed by the City, MKN will review proposed change orders submitted by the Contractor or requested by the City. MKN's review will include the potential impacts on the project design and will include recommendations to address the proposed changes. Our budget assumes review of up to two (2) change orders.

#### Tasks 510 – Record Drawings

MKN will prepare construction record drawings based on redline markups by the Contractor. Record drawings will be provided to the City as a PDF and CAD file of the drawings.

**Deliverables:** Record drawings in PDF and CAD format.

#### Tasks 511 –DDW Permit Amendment Support

MKN will assist the City in preparing an amendment to the existing domestic supply permit for System No. CA1010004 to reflect the modifications included in the project.

#### Tasks 512 – Startup Support

MKN will be present onsite for up to an 8-hour day during startup activities.



## **Summary of Services**

y kuj

A summary of the proposed engineering services during construction is attached. The level of effort herein is assumed for budgetary purposes. If additional effort beyond these assumptions is required, additional fee will be required. MKN will perform these services on a time-and materials basis for a fee not-to-exceed \$89,444 as described in the attached Level of Effort sheet and 2025 rate schedule.

Please let me know if this proposal is approved or if you have any questions.

Sincerely,

Henry Liang, PE

Attachments:

Level of Effort 2025 Rate Schedule

Scope Amendment 1 - Engineering Services During Construction (ESDC) for Derrick Reservoir Rehabilitation												
	Principal Engineer	Assistant Engineer	Drafting	Administrative Assistant	Total Hours		ODCs	Structural Subconsultant (Buehler)		Total MKN Labor		Total Cost
Task Group 500 - Engineering Services During Construction												
Task 501 - Project Management and Coordination	24	40		6	70				\$	13,126	\$	13,126
Task 502 - Pre-construction Conference	6	6			12	\$	141		\$	2,472	\$	2,613
Task 503 - Site Visits (up to four)	12	24			36	\$	563		\$	6,864	\$	7,427
Task 504 - Construction Progress Meetings (virtual, 30-min per week)	8	12			20				\$	3,936	\$	3,936
Task 505 - Coordination with TriCity	4	8			12				\$	2,288	\$	2,288
Task 506 - Respond to RFIs	24	32			56				\$	11,168	\$	11,168
Task 507 - Submittal Review	20	40			60				\$	11,440	\$	11,440
Task 508 - Structural Support	10	20			30			\$ 12,65	0 \$	5,720	\$	18,370
Task 509 - Requests for Change (Up to 2)	8	16	12	4	40				\$	7,128	\$	7,128
Task 510 - Record Drawings	6	10	16	2	34				\$	6,138	\$	6,138
Task 511 - Update DDW Permit	4	8		2	14				\$	2,514	\$	2,514
Task 512 - Startup Support	8	8			16				\$	3,296		3,296
Subtota	I 134	224	28	14	1074	\$	141	\$ 12,65	0 \$	76,090	\$	89,444
	•	•	•	•						-		
Tota	I 134	224	28	14	1074	\$	141	\$ 12,65	0 \$	76,090	\$	89,444

Billing Rates	\$/hr
Principal Engineer	252
Project Engineer	201
Senior Engineer	242
Assistant Engineer	160
Drafting	175
Administrative Assistant	113

Mileage to be reimbursed at IRS rate





# **2025 FEE SCHEDULE**

CATEGORY	POSITION	HOURLY RATE
Communications	Administrative Assistant	\$113
and	Strategic Communications Coordinator	\$118
Administrative	Strategic Communications Specialist	\$144
Designance	CAD Technician I	\$134
Designers and Technicians	CAD Design Technician II	\$155
recrimetaris	Senior Designer	\$175
	GIS Specialist	\$170
Planning	Planner I	\$191
Fidilillig	Planner II	\$201
	Senior Planner	\$211
	Engineering Technician	\$103
	Assistant Engineer I	\$139
	Assistant Engineer II	\$160
	Project Engineer I	\$185
Engineers	Project Engineer II	\$201
	Senior Engineer I	\$216
	Senior Engineer II	\$227
	Senior Engineer III	\$242
	Principal Engineer	\$252
	Project Manager	\$227
Project	Senior Project Manager	\$262
Management	Project Director	\$283
	Senior Project Director	\$304
	Scheduler	\$175
	*** Construction Inspector	\$196
Construction	Assistant Resident Engineer	\$196
Management Services	Resident Engineer	\$208
JCI VICES	Construction Manager	\$227
	Principal Construction Manager	\$267

The foregoing Billing Rate Schedule is effective through December 31, 2025 and will be adjusted each year after at a rate of 2 to 5%.

#### **DIRECT PROJECT EXPENSES**

 $\begin{array}{lll} \text{Outside Reproduction} & \text{Cost} + 10\% \\ \text{Subcontracted or Subconsultant Services} & \text{Cost} + 10\% \\ \text{Travel \& Subsistence (other than mileage)} & \text{Cost} \\ \end{array}$ 

Auto Mileage Current IRS Rate

\*\*\* 40 hrs per week assumed; part-time rates can be provided upon request Rates also subject to prevailing wage mandatory increases during a calendar year

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

**Subject:** Reject Claim for Damages Presented by Ubaldo Medina

Meeting Date: Thursday, November 7, 2024

From: Sean Brewer, Interim City Manager

**Prepared by:** Mercedes Garcia, Senior Administrative Analyst

#### I. RECOMMENDATION:

Senior Administrative Analyst and Interim City Manager recommend the City Council reject the claim for damages presented by Ubaldo Medina.

#### II. BACKGROUND:

Ubaldo Medina filed a claim with the City of Coalinga (see attached) on October 3, 2024. The claim alleges that his dog was illegally shot by the Coalinga Police Department.

The claim was sent to George Hills Company for review. After reviewing the claim, it was determined the claim is an untimely filed claim. Claims against public entities must be filed within 6 months from the date of loss. If the claimant elects to file in the Court of Law, in the Federal Court then the lawsuit must be filed within 2 years from the date of loss. This occurred will over 3 years ago. The claimant has no Valid excuse to file a late claim.

#### III. DISCUSSION:

George Hills Company recommends the claim be rejected based on the claimant not having a valid reasons as to why a late claim was filed.

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

Accept the claim for the requested dollar amount of \$1,500.00 (staff does not recommend).

#### V. FISCAL IMPACT:

The fiscal impact will be determined by Council decision.

ATTACHMENTS:

File Name Description

Medina\_U\_ClaimforDamages\_2024.pdf
MedinaU\_ClaimFormDamages



# CITY OF COALINGA

LIABILITY CLAIM FOR DAMAGES TO PERSON OR PROPERTY

CITY CLERKS DATE STAMP:

OCT 032024

ITEM/DATE AMOUNT: \$ AMOUNT
HOW WAS THE AMOUNT OF CLAIM COMPUTED? (Be specific, list doctor bills, repair estimates, etc.)  PLEASE ATTACH TWO (2) ESTIMATES. HOW DO YOU POT O PO CO  DAMAGES INCURRED TO DATE: O PETS 11 FC 2  ITEM/DATE AMOUNT: \$ 1,500 PETWOONT: \$ 1,500 PETWOON
WERE POLICE AT SCENE? XYES UNO WHAT PARTICULAR ACT OR OMISSION DO YOU CLAIM CAUSED THE INJURY OR DAMAGES? (Give name of City employee causing the injury or damage, if known.)  City employee causing the injury or damage, if known.)  CITY COLLYNS C
HOW DID DAMAGE OR INJURY OCCUR? THERESH APPEACH MY BOUNG SHUT HAM
DATE: 10 6 20 A.M. SAP.M.  TIME: 12 pr.L. DAM. SAP.M.  PLACE OF ACCIDENT (OCCURRENCE) – BE SPECIFIC – Describe fully and (if applicable) locate on diagram on reverse side of this sheet. Where appropriate, give street names and addresses and measurements for landmarks. The found of the following
ADDRESS TO WHICH CLAIMANT DESIRES NOTICES OR COMMUNICATIONS SENT REGARDING THIS CLAIM (If different from home address):  Colors  WHEN DID DAMAGE OR INIURY OCCUR?
NAME OF CLAIMANT  HOME ADDRESS OF CLAIMANT  BUSINESS ADDRESS OF CLAIMANT  CITY/STATE/ZIP  BUSINESS TELEPHONE,NO,  CITY/STATE/ZIP  BUSINESS TELEPHONE,NO,  CITY/STATE/ZIP  BUSINESS TELEPHONE,NO,  CITY/STATE/ZIP  BUSINESS TELEPHONE,NO,  CITY/STATE/ZIP
1. Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence (Gov. Code Sec. 911.2).  2. Claims for damages to real property must be filed not later than one (1) year after the occurrence (Gov. Code Sec. 911.2).  3. READ ENTIRE CLAIM FORM BEFORE FILING.  4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.
RETURN TO:  DISTRIBUTION:  CITY ADMINISTRATOR  CITY OF COALINGA  OFFICE OF THE CITY CLERK  155 WEST DURIAN  COALINGA, CA. 92870  COALINGA, CA. 92870  DISTRIBUTION:  CITY ADMINISTRATOR  CITY ATTORNEY  CITY ATTORNEY  CITY CLERK OF THE CITY CLERK  COALINGA, CA. 92870  CITY CLERK'S LOG

	PRESENTATION OF A FALSE CLAIM IS A FELONY (CALIFORNIA PENAL CODE 72)	NOTE:
	RELATIONSHIP TO CLAIMANT	RELATIO
	SIGNATURE OF CLAIMANT TYPE OR PRINT NAME  TYPE OR PRINT NAME  DATE	SIGNATU ACTING O
	I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF; AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HEREIN STATED UPON MY INFORMATION AND BELIEF; AND AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE.  I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.	THE SAME UPON MY I CORRECT
The	PARKWAY SIDEWALK	V
Pine	11 Gate (where side walk,	
SAPT	Front Rock Cers Co. Gate	
	Not lack?	
	If a City vehicle was involved, designate by letter "A" location of the City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".  NOTE:  IF A DIAGRAM BELOW DOES NOT FIT THE SITUATION, ATTACH A PROPER DIAGRAM SIGNED BY CLAIMANT.	If a City vyourself o yourself o yourself o
	PLEASE READ THE FOLLOWING CAREFULLY:  For all vehicle accident claims, place on following diagram, the names of streets, including NORTH, EAST, SOUTH AND WEST directions. Indicate place of accident by "X" and by showing house numbers or distances to street corners.	PLEASE I For all veh directions.
	SS: DATE/TIME:  AL: TELEPHONE: DATE/TIME:  DATE/TIME:	ADDRESS:_ HOSPITAL:_ ADDRESS:_
	Z, GIVE NAME, ADDRESS, TELEPHONE, DATE	IF INJUR
	NAME CALLO TINJURY: (List all persons known to have information. (Use attachment if necessary.)  NAME CALLO TINJURY: (List all persons known to have information. (Use attachment if necessary.)  NAME CALLO TINJURY: (List all persons known to have information. (Use attachment if necessary.)  NAME CALLO TINJURY: (List all persons known to have information. (Use attachment if necessary.)  NAME CALLO TINJURY: (List all persons known to have information. (Use attachment if necessary.)	NAMETOA CADDRESS:

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

**Subject:** City Council Approval of an On-Call Planning Consulting Contract to Augment

Planning Staff

Meeting Date: Thursday, November 7, 2024

From: Sean Brewer, Interim City Manager
Prepared by: Sean Brewer, Interim City Manager

#### I. RECOMMENDATION:

City Council approval of an on-call professional planning consulting contract with Precision Engineering.

#### II. BACKGROUND:

The Interim City manager was previously acting in the capacity of the City's Planner and the sole staff member responsible for reviewing and processing all land development applications including but not limited to review of land use development applications, preparation of environmental documents, capital project planning, text amendments, rezones, subdivision maps, parcel maps, housing related projects and over the counter planning services.

With the change in duties for the Interim City Manager, there is a need for planning staff augmentation to handle the following: Review of development applications, preparation of environmental documents, project coordination, capital improvement project planning, and other planning staff related functions as necessary.

#### III. DISCUSSION:

The city issued a Statement of Qualifications for on-call planning services and received nine (9) proposals from qualified consulting firms. Form the nine (9) received staff interviewed three (3) firms. After careful consideration of qualifications, experience and cost proposal, staff is recommending proceeding with Precision Engineering. The Interim City Manager will continue in the capacity of Community Development Director as the on-call contract will serve to augment review and application processing.

Precision has been providing municipal civil engineering and land surveying services to public agencies for over 22 years. They are a full-service consulting firm, offering expertise in Civil Engineering, Land Surveying, Construction Management and Planning/Entitlements and Environmental Consulting. The staff that will be dedicated to the City are well experienced and understand planning in the central valley especially in small communities. Staff feels that their team will provide a great addition to augmenting staffing needs due to the recent appointment of the assistant city manager to interim city manager. The interim City manager was looking for a team that complement the style of planning service the community is used to receiving.

A copy of Precisions proposal is attached to the this report for the Councils consideration in addition to the proposed contract. The contract does not have a specific term and will remain open with a 30-day cancellation clause therefore not committing the City to any particular time in which these services would be needed in case any circumstances change. This is a contract to assist the city in staff deficiencies and and ensure processing of land development applications in a timely manner.

#### IV. ALTERNATIVES:

Do not approve the contract with Precision Civil Engineering.

#### V. FISCAL IMPACT:

Staff is recommending approval of a budget that would not exceed \$60,000 for the remainder of FY25. This is estimated based on projects in the pipeline that staff would like for Precision to proceed with processing immediately upon contract execution. The \$60,000 will be derived and/or off-set from savings in personnel costs associated with the City Managers departure and application fees collected from project applicants. Typically larger scale projects will pay the cost of consulting services due to the nature of the project size.

If the budget in this fiscal year gets close to exceeding the authorized amount staff will bring back to the council a request for adjustment with justification.

#### ATTACHMENTS:

File Name Description

D PCE\_-City\_of\_Coalinga\_Professional\_Planning\_Services-PCE.pdf PCE On-Call Planning Services Proposal



# Request for Qualifications Professional Planning Services

August 8, 2024

# Prepared for:

City of Coalinga Attn: Sean Brewer, Assistant City Manager 155 West Durian Avenue Coalinga, CA 93210

## Prepared by:



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# Professional Planning Services for the City of Coalinga

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C. QUALIFICATIONS AND MANAGEMENT	6
D. RELEVANT EXPERIENCE	11
E. COST PROPOSAL	19

















#### A. COVER LETTER

City of Coalinga, Community Development Department 155 West Durian Avenue, Coalinga, CA 93210 ATTN: Sean Brewer sbrewer@coalinga.com

#### RE: Request For Qualifications for Professional Planning Services for City of Coalinga Community **Development Department**

Dear Sean Brewer:

On behalf of Precision Civil Engineering, Inc. (PCE), I am pleased to provide our response to the City of Coalinga's Request for Qualifications for Professional Planning Services, dated August 8, 2024. We understand the scope of work requirements, as detailed within the above-referenced RFQ.

PCE is a privately owned California Corporation and State-certified small business enterprise. PCE has provided municipal civil engineering and land survey services to public agency clients since our inception 22 years ago. PCE is a full-service consulting firm, with divisions in Civil Engineering, Land Surveying, Planning/Entitlements, Environmental Consulting, and Construction Management. Having multiple divisions provides for the unique ability to enlist turn-key services under one roof. This in-turn allows for better project collaboration, improved responsiveness, closer budget monitoring, and unparalleled efficiency. The ultimate result is that projects and required duties are completed on time and within budget.

Our team's collective experience and specializations in development project review, environmental review (CEQA/NEPA), housing element implementation, ordinance amendments, public outreach, mapping/GIS, and knowledge of applicable laws and requirements within these areas make us the ideal team to serve the City of Coalinga. Our team brings:

Recent Similar Project Experience | PCE's Project Team has extensive experience working with public sector clients, including environmental planning and on-call planning services for City of Atwater, City of Clovis, City of Hanford, City of Kerman, and the City of Yreka.

Management and Coordination | PCE's key to successful project management is responding to client's requests and smooth communication to ensure that projects are prioritized and delivered as needed.

Our team would take pride in working for the City of Coalinga and understands the special nature of the area. I personally guarantee that PCE is committed in making the City of Coalinga our top priority, and supporting the City with their desired planning objectives. We also understand the incredible potential of the City and would appreciate the opportunity to help make a difference and be a part of its continued success.

On behalf of the PCE team, I would like to thank you for considering our firm to provide services for the City of Coalinga. I personally guarantee that our services will be creative and responsive and will meet the goals as outlined in the RFQ. PCE has no conflicts of interest related to our current contracts and the City of Coalinga. We greatly look forward to the opportunity to team and get to work!

Respectfully submitted,

Edward D. Dunkel, Jr.

President & CEO, Precision Civil Engineering

Office: 1234 O Street, Fresno, CA 93721 Tel: (559) 449-4500 | Fax: (559) 449-4515

Email: edunkel@precisioneng.net

**Project Manager (Main Contact)** 

Bonique Emerson, MAUP, AICP

VP of Planning Division | Senior Project Manager

Office: 1234 O Street, Fresno, CA 93721 Tel: (559) 449-4500 | Fax: (559) 449-4515 Email: bemerson@precisioneng.net

















#### **B. TECHNICAL APPROACH**

#### SPECIALIZATIONS AND SERVICES WE PROVIDE

CURRENT PLANNING SERVICES | PCE staff has experience processing various types of planning entitlement applications from zone clearances to plan amendments and tract maps for large-scale development projects. We have a strong understanding of the planning process including understanding how to implement complex development codes and general plans at the project level. We will follow the protocols outlined by your governing agency to make sure projects are processed consistently and accurately. However, if there is no established procedure for a project type or process, we have the experience and expertise to be able to write up a procedure. We can see a project through completion, including presenting at Planning Commission and City Council if needed. Our experience working directly on entitlements and supervising the process puts us a step ahead of most firms. Our services include:

- Site Plan Reviews
- Tentative Tract Maps and Subdivisions
- Variance applications
- · Staff Reports, Resolutions, and Ordinances
- Conditional Use Permits
- Ordinances and Resolutions
- Plan Amendments
- Municipal Service Review (MSR)

- Rezone applications
- Area Plan and Specific Plans
- · Annexations and Pre-Zones
- ADU Ordinances and Pre-approved Programs
- Zoning Text Amendments
- Housing Element Implementation
- · Building Permit Review

**HOUSING ELEMENT IMPLEMENTATION EXPERIENCE** | PCE is equipped to assist the City in developing and implementing different housing programs and policies, including affordable housing projects. We have prepared several ADU programs throughout the state to address the housing crisis and encourage the development of secondary dwelling units. PCE is well-versed in state legislation on housing, including SB2, SB9, SB10, and SB330.

Since 2020, PCE has worked with seven (7) local agencies to implement ADU and multi-family Programs including the City of Oakley, City of Clayton, City of Kerman, Fresno Council of Governments, City of Arvin, City of San Clemente, and City of Salinas. Some of these projects have included the preparation of pre-approved plans and visual guides to encourage the development of ADUs. PCE is currently providing ADU Technical Assistance through the Fresno COG LEAP funds for Kings County, City of Lodi, Madera County, Merced County, City of Parlier, City of Selma, City of Stockton, and City of Wasco. For the Cities of Arvin, Salinas, and San Clemente, our work related to Housing Element Implementation has included the rezoning of multiple sites and the preparation of several CEQA documents related to these rezone applications. PCE is also amending the Municipal Code in the cities of San Clemente and Arvin to streamline the review of multi-family projects. In 2023, PCE prepared the 6th Cycle Housing Element Update for the City of Chowchilla.

Examples of types of assistance PCE can provide include the following:

- Accessory Dwelling Unit Programs
- Triplex/Duplex Pre-Approved Programs
- · Multifamily streamlining and facilitation programs
- Text amendments increasing or eliminating density caps
- Text Amendments to create streamlined review process
- · Creation of Object Design Guidelines
- Creation of public facing, graphic-rich guide documents
- Creation of design surveys to solicit input for the public
- · Housing Elements





CEQA/NEPA ENVIRONMENTAL ASSESSMENTS AND TECHNICAL STUDIES / PCE prepares environmental documents for development and public improvement projects in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). We have extensive knowledge of the potential legal and technical challenges that could arise in the environmental planning process. Our services and areas of expertise include:

- Initial Study/ Mitigated Negative Declaration Preparation
- Coordination of the CEQA process
- Coordination of the NEPA process
- Preparation of required technical studies
- Review and Analysis of technical studies
- Mitigation Monitoring/Compliance Verification
- Consultation on type of analysis required and preliminary environmental review
- Third-party review of environmental documents prepared by others
- Tribal Consultation

**TRAINING** / PCE staff can provide a variety of training for city staff, City Council, and Planning Commission. We have successfully implemented numerous ordinance and text amendments, which required staff training on implementation of said amendments to the members responsible for seeing them through. Additionally, in creating accessory dwelling unit (ADU) programs from scratch in several cities, PCE has prepared workshops for commissioners and councilmembers to ensure all city staff is trained on the new policies and provide the necessary instruction to implement a successful policy. The PCE team regularly presents at conferences and webinars to share best practices and lessons learned from working on different types of projects in cities throughout the state. In addition, our staff regularly attends trainings to remain current on the everchanging policies including housing and environmental issues to better serve the cities requesting services. Our services and areas of expertise include:

- Policy/plan implementation training
- Workshopping with city leaders, stakeholders, and community members
- Providing tools and instruction to any interested party to better understand the planning process
- Establishing easy-to-follow guidebooks as reference documents

LONG-RANGE PLANNING SERVICES / PCE staff offers long-range planning services for the development of plans, policies, and programs to meet the long-term visions of local agencies and jurisdictions. We understand the importance of long-range planning in guiding the physical design and development of a community, whether it be transportation corridors, a downtown district, trail system, park and open space, or the at-large community. Our services and area of expertise include:

- Site/land use visualization and development
   Urban design and public space planning suitability/feasibility assessments
- Area Plans and Specific Plan
- Mapping, GIS, and spatial analysis
- General Plan adoption and support

- Neighborhood/sub-area/corridor planning
- Economic/financial analysis (infrastructure)
- Zoning Codes (new and amendments)
- Environmental Justice Element development
   Graphic design, data visualization, document layout



## **APPROACH TO DELIVER**

This section describes the general tasks and deliverables that would be provided for on-call planning services. PCE will provide a strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules, and staying within budget.

PCE understands that the City of Coalinga is seeking assistance from qualified Planning firms to provide on-call current planning services to support the City's Community Development Department to provide timely responses to planning inquiries and application submittals. PCE also understands that the City desires a firm with a range of expertise and experience because experience level is dependent on project type and project types will vary. PCE also understands that on-call services will include answering phone calls and emails, providing zoning and land use information to developers, and processing various types of planning applications (both ministerial and discretionary). We understand that processing applications will include preparing all necessary documentation for such applications and being available to present at public hearings.

PCE has staff ranging from entry-level to Senior Planners. PCE's Division Manager has experience managing a Current Planning Division in a city of over half a million and thus has the experience needed to delegate and respond to emails and inquiries as needed.

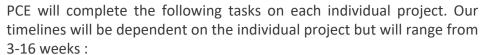
#### APPROACH TO PROCESSING PLANNING/DEVELOPMENT APPLICATIONS

PCE staff has experience processing various types of planning entitlement applications from zone clearances to plan amendments and tract maps for large-scale development projects. PCE has a strong understanding of the planning process including understanding how to implement complex development codes and general plans at the project level. PCE will follow the protocols outlined by the agency to make sure projects are processed consistently and accurately. Our experience working directly on entitlements and supervising the process puts us a step ahead of most firms.

PCE's approach to processing planning applications is grounded in our perspective that project management is ultimately about managing expectations through project mobilization, delivery, and closeout, always keeping the end user(s) in mind. With that in mind, every project will be approached as follows:

- <u>Task 1. Reconnaissance/Background Research:</u> PCE will review the City's planning application submittal requirements and development review processes in addition to the zoning code, land use plans, and other relevant regulations.
- <u>Task 2. Coordination Meeting:</u> PCE will facilitate a coordination meeting with City staff to ensure that
  we have a clear understanding of the City's processes and procedures for reviewing and managing
  development applications and ensure we are utilizing all standard and current forms and documents
  when processing applications. The end goal is to make sure work products are consistent with those
  produced internally.
- <u>Task 3. Project Review:</u> After having a clear understanding of the process, when PCE is assigned an individual development project, we will devise a simple implementation strategy that includes a project understanding, key dates, and deliverables.



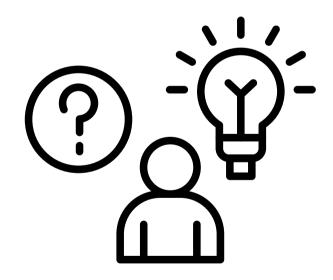


- Task a: Outline Project Requirements (i.e., deliverables, key deadlines, budget, etc.).
- Task b: Assess the capability (e.g. skill levels, experience) and capacity (e.g. resources) of the PCE project team. PCE will assign project accordingly.
- Task c: Confirm deliverables and key dates with City.
- Task d: Route Project and Coordinate Project comments from other departments and agencies.
- Task e: Review Project in accordance with City standards (design review, site plan review, zoning ordinance compliance, general plan compliance, etc.). Conduct site visit if needed.
- Task f: Coordinate CEQA document and required technical studies with consultant or prepare the document in-house.
- Task g: Revise documents as needed based on staff review and input.
- Task h: Prepare staff reports, resolutions, presentations, and attend public hearings, as needed.



Our approach to responding to general inquiries is to have either our Division Manager or most Senior Planner review the inquiry and delegate or respond to the inquiry, depending on the level of expertise needed. PCE will swiftly respond to phone calls and emails.

<u>Timeline:</u> PCE will respond to simple inquiries within 24 hours (excluding weekends) of receiving call or email. For more complex inquiries, PCE will provide an initial response within 24 hours indicating that the inquiry has been received and that a response will be provided within 5 business days.





### C. QUALIFICATIONS AND MANAGEMENT

#### Organizational Chart and Responsibilities of Project Team

Our Project Team has the experience and skills needed to provide necessary services for the City. Our Team includes seven (7) project staff. The chart below identifies the assigned responsibilities and areas of expertise of each team member. All team members works together on a daily basis. Our team has decades of years in the planning field and meets the minimum qualifications stated in the RFP.



#### MEET KEY MEMBERS OF OUR TEAM

The following provides the name, title, project roles, short profile, and certification/training of the key personnel assigned to this project. Resumes are provided at the end of this proposal. All staff below work out of our Fresno office.

#### Name | Tile

#### **Role | Qualifications**

#### **Bonique Emerson, MAUP, AICP** Vice President of Planning Division



#### **Project Manager | Primary Point of Contact**

Bonique has over 20 years of experience as a Planner and Project Manager, spending the majority of those years with the City of Fresno. From Planner I to the Current Planning Division Manager, she processed hundreds of entitlement applications, implemented the General Plan and Development Code at the project level, and played a key role in coordination among the public agency, developers, and residents. At PCE, Bonique leverages her extensive planning knowledge to manage both public and private sector projects in various communities.

NOTE: Substitution of the Project Manager must receive prior written approval of the City. The Project Manager will attend all public meetings or hearings.

Jenna Chilingerian, MCRP, AICP Senior Planner



#### Project Planner | Community Engagement & CEQA Lead

Jenna brings more than 10 years of experience in planning, community and economic development, and program management in the nonprofit, public, and private sectors. At PCE, Jenna provides CEQA services for public and private sector projects, on-call planning and environmental services for local agencies, and development and entitlement services for private sector clients.

<u>Text Amendment Experience:</u> City of San Clemente Objective Design Standards and Rezoning Program, City of Arvin Multi-Family Residential Text Amendments, City of Fresno Mixed-Use Zoning Density Increase Text Amendment CEQA Project, City of Fresno Office-to-Residential Conversion Text Amendment CEQA Project, ADU Ordinance for several cities

**Tom Navarro** Senior Planner



#### **Project Planner | Entitlement Processing**

Tom brings over 25 years of experience in planning, community and economic development, and project management. Tom worked as a Planner in governments and private firms, with a diverse portfolio of projects: Housing Elements, General Plan updates, Zoning Code text amendments, annexations, General Plan amendments, rezones, maps, and entitlements.

<u>Text Amendment Experience:</u> City of Sonora ADU Ordinance, City of Sonora Sign Ordinance, City of Sanger Proposition 64 Marijuana Ordinance Amendment, Madera County Dairy Standards

**Shin Tu, MUP, AICP** Senior Associate Planner



#### Project Planner | Data and Visualization Lead / CEQA Support

Shin brings her experience in site planning, data analysis, environmental planning, and digital communications. Shin provides services to public and private sector clients, including performing due diligence, planning entitlements, on-call planning, CEQA document drafting and analysis, GIS database management, fiscal analysis, data visualization, and branding/graphic design.

<u>Text Amendment Experience:</u> City of Yreka Comprehensive Code Update, City of San Fernando Creation of Mixed-Use Overlay Zone, City of Fresno Mixed-Use Zoning Density Increase Text Amendment CEQA Project, City of Fresno Office-to-Residential Conversion Text Amendment CEQA Project

**Luke Risner** Associate Planner



#### **Project Planner | Entitlement Processing**

Luke brings experience in planning and planning entitlement processes. He holds a Bachelor of Arts degree in Geography with a minor in Anthropology from California State University, Fresno. Luke has worked as a planner with City government processing and reviewing entitlement applications and CEQA documents.

**Isaiah Medina**Assistant Planner



#### Project Planner | Research / CEQA Support

Isaiah brings experience in planning, environmental planning, planning entitlement processes, and data analysis. He holds a Bachelor of Science degree in Environmental Policy Analysis and Planning with a concentration in City and Regional Planning from the University of California, Davis.

Sonia Ho, MURP Assistant Planner



#### Project Planner | Research / CEQA Support

Sonia brings experience in planning and community development to our team. She holds a Bachelor of Arts degree in Urban Studies and Master of Urban and Regional Planning from the University of California.

#### PROJECT MANAGEMENT APPROACH

Project Management is a central and critical component of PCE's approach to completing the project on time and within budget. Our approach to projects is grounded in principles of **flexibility**, **transparency**, and **accountability**. We operate from a structured yet flexible framework wherein our team builds a work program that incorporates the needs of the city and stakeholders while subsequently allowing for quick adjustments and adaptability when needed. PCE's Project Manager, Mrs. Emerson will work closely with the City of Coalinga's Project Manager. PCE's approach, tools, and procedures for successful project management are outlined as follows. To ensure that projects will continue to move forward in an efficient and timely manner, for each individual project, PCE will:

- Host Kick-Off Meeting with the City team.
- Establish File Setup, Communications, and Management Systems (e.g. teleconference or web-based meeting applications, Drop Box, One Drive, etc.).
- Update Work Program and Schedule as needed.
- Establish a re-occurring meeting schedule (e.g. bi-weekly, monthly).
- Provide monthly progress/status reports and invoices.

#### PROJECT MANAGEMENT TOOLS

- · Consistent email subject lines.
- Standardized document formats, templates, and style guides.
- · Agendas and minutes as needed.

#### PROJECT MANAGEMENT AND QUALITY ASSURANCE APPROACH

**Understanding Unique Scope.** PCE understands that individual projects need to include different approaches, processes, and technical studies. Though PCE has extensive experience in our provided services, we understand the importance to include the city's and specific site conditions to plan for a tailored and feasible work scope to ensure that each project is carried out as needed. PCE will provide the City with an Approach Memo and have lively discussions to ensure that the direction we take is based on clear City input and direction informed by PCE's research and recommendations, depending on the type of project.

**Establishing Effective Communication.** PCE believes that one of the most critical issues for a project is effective communication with clients. PCE will establish regular working meetings with the City of Coalinga for progress updates, detailed responsibility breakdowns, and discussion on possible concerns. PCE will also communicate with State or other entities to ensure there is a unified understanding among all parties.

**Ensure Quality and Ability to Meet Deadlines.** PCE has established a vigorous and extensive quality control program that is structured to ensure project timelines and budgets are met, as follows:

- Documents, notices, and maps are reviewed to ensure that they are neat in appearance, well
  organized, and technically and grammatically correct prior to submission.
- Public/City comments are reviewed prior to revisions being made and fully addressed.
- A Senior Planner level or higher will review all documents before sending to the City for review.



#### D. RELEVANT EXPERIENCE

#### **HISTORY**

Started in August 2002, Precision Civil Engineering, Inc. (PCE) is an established, full-service firm with experience providing comprehensive and sustainable solutions for a wide range of complex projects throughout California. Our roots are firmly established by fifth-generation California resident and company CEO & President, Ed Dunkel, Jr. whose family has provided engineering services throughout the state for more than 57 years. Today, our firm employs over 50 full-time staff members with offices in Fresno, Merced, and Visalia. Our divisions include:

Civil Engineering



Landscape Architecture

Land Surveying



Planning

Construction Management















Traffic Engineering

#### ABOUT PCF

Fir

#### Firm Representative

Edward Dunkel, Jr. CEO & President p. (559) 449-4500 f. (559) 449-4515 e. edunkel@precisioneng.net



PCE is a California corporation and a state-certified small business located in Fresno, CA that has been in business for 22 years.

Office Locations

2807A G Street, Merced, CA 95340 1234 O Street, Fresno, CA 93721 3000 W. Main Street ,Visalia, CA 93291



Who We Are | PCE is a California corporation and is organized by divisions which are each headed by licensed division managers, with daily operations overseen by the company president, Mr. Edward Dunkel, Jr. PCE approaches every project with the philosophy that we are more than just an engineering firm; we are your advocate, every step of the way.

From a project's inception to completion, PCE remains attentive to our client's needs and responds immediately to calls for service. Schedules are developed then monitored managers and weekly by supervisors. Preparation of our technical studies are modeled to minimize cost compromising competent solutions or legally required technical analysis. To ensure quality reports are subjected comprehensive in-house review process.

"WE ARE DEDICATED TO USING CUTTING EDGE, STATE-OF-THE-ART TECHNOLOGY IN ORDER TO PROVIDE INNOVATIVE AND AFFORDABLE SOLUTIONS FOR OUR CLIENTS."

PCE has no history of judgements, litigations, licensing violations, or other violations against our company.

## Relevant Services with References

The following provides descriptions and references of past projects in the last three (3) years that PCE's Planning Division worked on. We are uniquely qualified to serve the City of Coalinga based on our experience working on planning projects in both the private and public sectors in both large and small communities throughout California. Our staff understands the dynamics of local government planning and responds quickly to needs. As described in earlier sections, we adhere to agreed upon schedules, make efficient use of our personnel and resources, and deliver quality services to support staff for all of our clients. We always make sure cities are getting the best "bang for the buck" in terms of our services.

#### City of Kerman On-Call Planning Support Staff (2021-Present)

PCE provides on-call Planning staff support services to the City of Kerman Community Development Department on an as-needed basis. Completed projects include:

• Application Processing and Review for Conditional Use Permits and Site Plan Review applications including the preparation of the staff reports, resolutions, and conditions of approval.

Ongoing projects include providing entitlement review and processing, preparing CEQA noticing, drafting initial studies, preparing staff reports, reporting to Planning Commission and City Council, meeting with LAFCO and County, for three residential development projects:

- Whispering Falls: Annexation, Rezone/Prezone, General Plan Amendment, Tentative Subdivision Map, Conditional Use Permit, and Development Plan applications for 119 single-family lots and 56 multi-family units on a 20-acre parcel.
- <u>Crown & Schaad</u>: Annexation, Rezone/Prezone, Ordinance Text Amendment, and Tentative Subdivision Map applications for 123 single-family lots two parcels totaling 29 acres.
- <u>Gill Orchard Estates</u>: Annexation, Rezone/Prezone, General Plan Amendment, Tentative Parcel Map, and Tentative Subdivision Map applications for 179 single-family lots on a 39-acre parcel.

PCE is also providing entitlement review and processing, preparing staff reports, reporting to Planning Commission and City Council, meeting with LAFCO and County, and providing peer review of the environmental document (EIR) for the following residential development project:

• <u>Del Norte Estates</u>: Annexation, Rezone/Prezone, General Plan Amendment, and Tentative Subdivision Map applications for 200 single-family lots on a 38-acre parcel.

PCE is also managing and developing three (3) housing programs for Kerman:

- Management of the City's ADU Program including preparation of pre-approved ADU plans and a how-to-guide for homeowners. PCE also peer-reviewed City's ADU ordinance. (complete, see next page)
- Management of the City's Mixed-Use Conceptual Design Program which includes the preparation of mixed-use conceptual designs and design guidelines. (ongoing)
- Management of the City's Multi-Family Conceptual Design Program including preparation of an infill and site evaluation report and multi-family conceptual designs and design guidelines. (complete)

Cost and Time Control: All projects/tasks are currently on time and within budget.

**Contract Total: Varies** 

**Relevance**: This experience is relevant to the services requested by the City of Coalinga because it demonstrates PCE's proficiency in handling entitlement processes, maintaining schedule/timeline, coordinating City staff, applicant, and sub-consultants, managing LAFCo applications, and managing City programs.

Reference: John Jansons, City Manager | jjansons@cityofkerman.org | (559) 846-9450.



#### City of Atwater On-Call Planning Support Staff (2020- Present)

Since 2020, PCE has been offering comprehensive on-call planning services to the City of Atwater. These services encompass the preparation of CEQA documents, from Categorical Exemptions to Initial Studies, and include the drafting of public notices. Additionally, PCE handles the processing and review of Conditional Use Permit Applications and assists in the creation of staff reports for the City. Beyond these services, PCE also provides in-person staff augmentation, supporting the City of Atwater's planning needs directly. In this role, PCE acts on behalf of the City in pre-application meetings with developers and applicants, processing and reviewing planning entitlements, and creating applicable procedures and standardized approval documents. At the end of 2023, PCE signed another on-call contract for on-call planning services for the City of Atwater. PCE is currently providing in-person staff at a minimum of 8 hours per week under this contract.

**Contract Total:** Approx. \$100,000+ on-call, and dozens of small contracts on a Project by Project basis **Relevance**: This experience is relevant to the services requested by the City of Coalinga because it demonstrates PCE's proficiency in handling entitlement processes and providing direct city support, all while managing frequent interactions and maintaining high standards of quality and service.

**Reference**: Greg Thompson, Community Development Director | gthompson@atwater.gov | 209-357-6370

#### City of Yreka On-Call Planning and Environmental Consulting Services (2022-Present)

PCE provides on-call planning staff support services to the City of Yreka Planning Department on an asneeded basis. Current, on-going projects include:

- Preparation and submittal of California Department of Fish and Wildlife Lake and Streambed Alteration Program Routine Maintenance Agreement
- Assisting with a comprehensive zoning code update to facilitate two new housing programs
- Assisting with general department work on an as-need basis which includes processing entitlements as well as staff training and environmental services.

Cost and Time Control: All projects/tasks are currently on time and within budget.

Contract Total: Approx. \$100,000+ on-call, and other contracts on a Project by Project basis

**Relevance**: This experience is relevant to the services requested by the City of Coalinga because it demonstrates PCE's proficiency in handling entitlement processes and providing direct city support, all while managing frequent interactions and maintaining high standards of quality and service.

Reference: Juliana Lucchesi, Planning Director | jlucchesi@ci.yreka.ca.us | (530) 841-2324

#### City of Dunsmuir Staff Planner (2023-Present)

PCE acts as the City Planner for the City of Dunsmuir and responds to all planning calls and inquiries. The Planning line is redirected directly to a Planner at PCE. Services included planning research, entitlement processing, and drafting of staff reports in addition to performing environmental review for initial studies. Completed projects include the preparation of a Staff Report and conditions of approval for a Conditional Use Permit and an Initial Study for a Conditional Use Permit.

Contract Total: Approx. \$50,000+ on-call, and other contracts on a Project by Project basis

**Relevance**: This experience is relevant to the services requested by the City of Coalinga because it demonstrates PCE's proficiency in handling entitlement processes and providing direct city support, all while managing frequent interactions and maintaining high standards of quality and service.

Reference: Dustin Rief, City Manager | drief@ci.dunsmuir.ca.us | 530-235-4822



#### City of Hanford On-Call Planning Support Staff (2021-2022)

PCE provided on-call Planning staff support services to the City of Hanford Community Development Department on an as-needed basis. Completed projects include:

- Preparation of CEQA Documents for three (3) General Plan Amendment/Rezone projects, including technical analyses, public noticing, and State Clearinghouse documents.
- Application Processing and Review for three (3) General Plan Amendment/Rezone projects through Public Hearing and Adoption, including preparation of staff reports, presentations, resolutions, and public noticing documents.
- Application Processing and Review for two (2) Roadway Abandonments through adoption, including preparation of staff reports, presentations, resolutions, and public noticing documents.
- Weekly processing of Plan Checks for single-family, accessory structures, and pools.

Contract Total: Approx. \$50,000

**Relevance**: This experience is relevant to the services requested by the City of Coalinga because it demonstrates PCE's proficiency in handling entitlement processes and providing direct city support, all while managing frequent interactions and maintaining high standards of quality and service.

**Reference:** Gabrielle Myers, Senior Planner | gmyers@cityofhanfordca.com | 559-585-2580

#### **List of Current Municipal Projects**

The PCE Project Team serves cities throughout the State of California and has the following **active** municipal projects as part of our current workload. Based on the current workload, our team will be available to serve the City of Coalinga.

- City of Kerman On-Call Planning Services
- City of Atwater On-Call Planning Services
- City of Yreka On-Call Planning Services
- City of Lemoore On-Call Planning Services
- City of Vacaville On-Call Planning Services
- City of Modesto On-Call Planning Services
- City of Reedley On-Call Planning Services
- City of Dunsmuir On-Call Planning Services/City Planner
- City of San Fernando- On-Call Planning Services
- City of Arvin SB 2 and LEAP Implementation
- City of Porterville South of Tule River Master Plan
- City of San Clemente Housing Element Rezoning Program
- City of Merced Tiny Homes Ordinance
- City of Taft Housing Element
- City of Chowchilla Housing Element and Specific Plan EIR

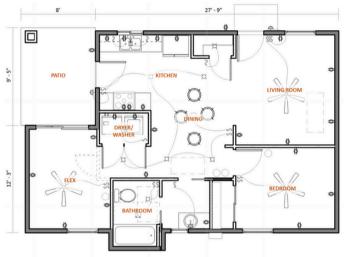




## CITY OF KERMAN ADU PROGRAM (2021)

The City of Kerman ADU Program is designed for Kerman residents and property owners to utilize as they navigate the process to build an ADU, with the intent to streamline the ADU permit process and reduce design costs.

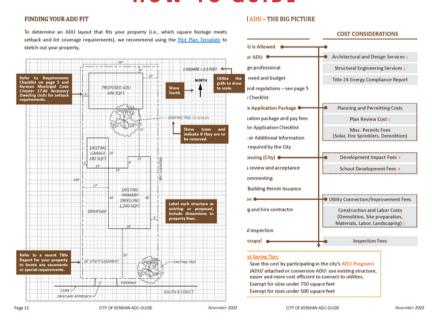
#### PRE-APPROVED ADU PLANS



3 sets of code-compliant, pre-approved detached ADU standard plans available at no-cost for use by residents and property owners for the permitting and construction of ADUs in the city of Kerman. The Pre-Approved ADU Plans are available in three sizes and layouts including a 386 square foot studio/1 bathroom, 498 square foot 1 bedroom/1 bathroom, and 748 square foot 1 bedroom with flex space/1 bathroom, each available in three varying architectural styles including California Ranch, Spanish/Mediterranean, and Cottage. The pre-approved plans ultimately help interested residents and property owners avoid design costs and reduce the overall time it takes to submit and receive building permit approval.

The City of Kerman ADU Program also consists of a detailed, how-to guide with step-by-step instructions for building an ADU in the city of Kerman. The 20-page How-to Guide introduces residents and property owners to ADU basics and walks them through ADU requirements, designing an ADU, and preparing and submitting an ADU application. ADU concepts and requirements are illustrated with graphics, icons, and checklists for ease of use and understanding. The Howto Guide also provides an overview of the available Pre-Approved ADU Plans. answers frequently asked questions, and offers references and further reading for additional assistance and information.

#### **HOW-TO GUIDE**



#### ADU BUILDING PERMIT APPLICATION

The ADU building permit application specifies submittal requirements that are unique to ADUs, provides general information about ADUs, introduces the pre-approved ADU program, and describes the permit processing procedure. The submittal requirements checklist contained in the application describes each requirement in detail. This takes the guesswork out of the application process for residents and property owners and ensures that current and future City staff are consistent in implementing the City's process and procedure for permitting ADUs.

Reference: John Jansons, City Manager | jjansons@cityofkerman.org | (559) 846-9450

**Project Team**: Bonique Emerson, Jenna Chilingerian, Shin Tu, Thom Black



# CITY OF PORTERVILLE SOUTH OF TULE RIVER MASTER PLAN (2022-CONT.)

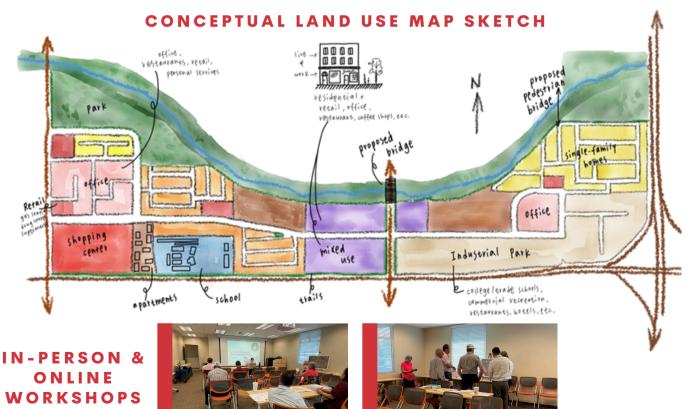
PCE is preparing the South of the Tule River (SoTu) Master Plan for the City of Porterville under Local Early Action Plan (LEAP) funding. The SoTu Master Plan will create a vision and direction for future development and further refine the goals and objectives of the Porterville General Plan for the SoTu area. The SoTu Master Plan will serve as a guiding comprehensive planning document that will encourage and facilitate development on a parcel-by-parcel basis, meaning individual projects may come in and develop their parcel without needing to annex or master plan the entire plan area. The content of the Master Plan includes: 1) goals and objectives, 2) community design and development, 3) land use element, 4) circulation element, and 5) implementation and administration. PCE is also preparing the CEQA environmental assessment that will assess the environmental impacts of the SoTu Master Plan.

SOCIAL MEDIA POSTER



PCE established a community outreach strategy that worked well for the City of Porterville and the community. This strategy included:

- Property owner meetings in person
- Interactive community-wide workshops
- Social media posts, website and event calendar content
- Branding, including flyer and social media post creation
- Market analysis with graphics outlining data collected



Approved Budget: \$260,000

Reference: Jason Ridenour, Assistant City Manager | jridenour@ci.porterville.ca.us | (559) 784-7460

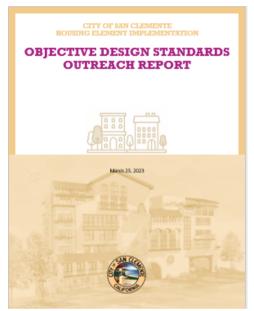
Project Team: Bonique Emerson, Jenna Chilingerian, Shin Tu, Isaiah Medina

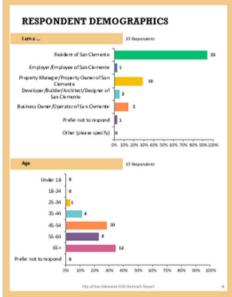


## CITY OF SAN CLEMENTE HOUSING ELEMENT REZONING PROGRAM (2022-CONT.)

PCE is working with city staff to update the city's **Zoning Ordinance** on multi-family residential zones and the housing overlay district, rezone several properties to add a Housing Overlay District, and develop **Objective Design Standards (ODS)** for residential development in the City of San Clemente. This will streamline the processing time for residential projects as well as introduce more housing opportunities within the city. PCE is also responsible for one (1) community survey, one (1) stakeholder workshop, one (1) property owner workshop, and four (4) stakeholder interviews to ensure public engagement and input in these efforts.

#### **OUTREACH REPORT**





Example No. 2: Santiage Mixed Use Development (Actual)

Two stary mixed-use development with ground floor retail.

Which design features do you like most about this building?

25. Asspondents

Miss, Scale and Articulation (e.g., abe, beight, and or instat ore)

Det als (e.g., materials, cord -, down, wishous, account)

Architectural elements (e.g., northypel)

Patilic seams features (e.g., contrippel)

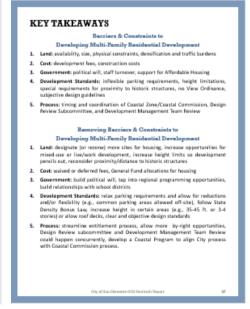
Cetter (less septify)

Other liked features include:

Underground parking

Fin San Olements's character

City of fac diverse and character

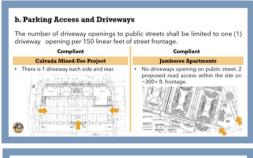


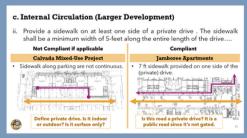
PCE conducted extensive public outreach for the City of San Clemente's Housing Element Implementation. The Public Outreach and Engagement efforts included the following tasks:

- Community-wide survey
- 1-on-1 stakeholder interviews
- In-person and virtual community workshops
- Branding, including flyer and social media post creation
- Outreach Report that aesthetically depicted the summary and results of the combined outreach efforts

#### **PRESENTATION**

Assessment of ODS





Approved Budget: \$106,000

Reference: Adam Atamian, Deputy Community Development Director/ City Planner | AtamianA@san-clemente.org | (949) 361-6190

**Project Team**: Bonique Emerson, Jenna Chilingerian, Shin Tu





# CITY OF CHOWCHILLA 2024-2032 HOUSING ELEMENT UPDATE (2023 - PRESENT)

PCE is preparing the 2024-2032 **Housing Element** for the City of Chowchilla. PCE has prepared a public outreach plan and has conducted outreach that has included a survey, community workshops, stakeholder interviews, and attendance at community events. PCE prepared all required components of the housing element document and published the public review draft. In addition to work on the Housing Element itself, PCE is also preparing zoning code text amendments to comply with various housing element programs, the related CEQA document, and is also preparing the **Public Safety Element** and **Environmental Justice Element** of the Chowchilla General Plan.

#### CITY WEBSITE

The City of Chowchilla Housing Element Update webpage is here: <a href="https://www.cityofchowchilla.org/397/Housing-Element-Update-2024-2032">https://www.cityofchowchilla.org/397/Housing-Element-Update-2024-2032</a>

View the following on the website:

- HCD Review Draft
- · Introduction to the Housing Element
- Ways to Get Involved (including past presentations)

#### **OUTREACH FLYERS**



#### **PRESENTATION**



#### **SOCIAL MEDIA POST**



Approved Budget: \$199,900

Reference: Mark Hamilton | Director of Community Development | mhamilton@cityofchowchilla.org | (559) 665-8615 x400\_

**Project Team**: Bonique Emerson, Jenna Chilingerian, Shin Tu



# CITY OF MERCED ADU PROGRAM (2023)

The City of Merced Pre-Approved ADU Program is designed for Merced residents and property owners to utilize as they navigate the process to build an ADU, with the intent to streamline the ADU permit process and reduce design costs.

#### PRE-APPROVED ADU PLANS



The City of Merced Pre-Approved ADU Program also consists of a detailed, how-to guide with step-by-step instructions for building an ADU in the city of Merced. The 30-page How-to Guide introduces residents and property owners to ADU basics and walks them through ADU requirements, designing an ADU, and preparing and submitting an ADU application. ADU concepts and requirements are illustrated with graphics, icons, and checklists for ease of use and understanding. The How-to Guide also provides an overview of the available Pre-Approved ADU Plans, answers frequently asked questions, and offers references and further reading additional assistance and information.

3 sets of code-compliant, pre-approved detached ADU standard plans available at no-cost for use by residents and property owners for the permitting and construction of ADUs in the city of Merced. The Pre-Approved ADU Plans are available in three sizes and layouts including a 498 square foot 1 bedroom/1 bathroom, 749 square foot 1.5 bedroom/1 bathroom, and 1,190 square foot 3 bedrooms /2 bathrooms, each available in three varying architectural styles including Board & Batten, Mission Revival, and Cottage. The pre-approved plans ultimately help interested residents and property owners avoid design costs and reduce the overall time it takes to submit and receive building permit approval.

#### **HOW-TO GUIDE**





#### **DESIGN MODEL WORKBOOK**

The ADU Design Model Workbook serves as a visual guide of the floor plans and elevations that are provided in the City of Merced Pre-Approved ADU Program. The Workbook provides a short summary of each layout and elevation style for residents/developers to choose from.

Reference: Leah Brown, Management Analyst | brownl@cityofmerced.org | (209) 385-6928

**Project Team**: Bonique Emerson, Jenna Chilingerian, Shin Tu, Thom Black



### E. COST PROPOSAL

#### Hourly Rates and Billing Method

Hourly rates for all positions and classifications of key personnel that may be involved are provided below for Precision Civil Engineering staff as identified in this RFQ. PCE will bill for services rendered at the beginning of each month. For larger projects, PCE will provide the City with a not to exceed amount with a proposed scope prior to initiating a project. For small projects and tasks, PCE will bill the hourly rates noted below.

Position	<b>Hourly Rate</b>
Planning Manager	. \$215
Senior Planner	
Senior Associate Planner	\$130
Assistant Planner	. \$120
Associate Planner	\$105

#### **NOTES**

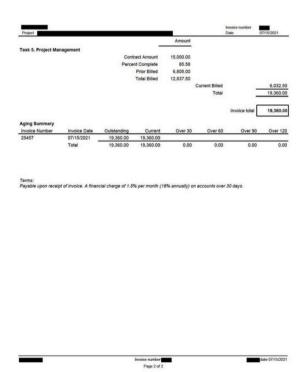
Direct, Indirect, and Transportation Fees: Travel costs are based on direct reimbursements for mileage, and door-to-door travel time. Per diem is charged at the government rate for the region. Equipment (GPS, sampling equipment, etc.) rates are based on full- and half-day rates.

Overhead: Overhead is included in labor rates, otherwise, only direct costs are charged. No markups are charged on expenses.

#### **BILLING METHOD**

PCE will provide invoices for the City each month. The invoices will include hours and tasks that identify work progress and the stage of the project is currently under. See below example invoice:







#### BONIQUE EMERSON, MAUP, AICP

#### VICE PRESIDENT OF PLANNING | SENIOR PROJECT MANAGER

#### **PROFILE**

Bonique Emerson, MAUP, AICP has over 20 years of experience as a Planner and Project Manager, spending a majority of those years with the City of Fresno Current Planning Division. While at the City of Fresno, Mrs. Emerson worked her way from a Planner I to the Current Planning Division Manager. Through these roles, she processed hundreds of entitlement applications, implemented the General Plan and Development Code at the project level, and played a key role in coordination among the public agency, developers, and residents. At Precision Civil Engineering, Mrs. Emerson leverages her extensive planning knowledge to manage both public and private sector projects in various communities.

#### **EDUCATION**

Master of Arts Urban Planning, University of California, Los Angeles with an emphasis in transportation planning

Bachelor of Arts, Political Science with minor in Public Policy, University of California, Los Angeles

#### **YEARS OF EXPERIENCE**

20 years (PCE: 4 years)

#### **CERTIFICATION**

Certified Planner through the American Institute of Certified Planners (AICP)

#### **PROFESSIONAL ORG**

American Planning Association, California Chapter, Central Section (Member)

Association of Environmental Professionals, California, Central Chapter (Member)

Institute of Transportation Engineers (Member)

#### **CONTACT**

Precision Civil Engineering 1234 "O" Street Fresno, CA 93721 bemerson@precisioneng.net 559-449-4500

#### **AREAS OF EXPERTISE**

- Project Management
- Processing Entitlement Applications
- Environmental Planning Services (CEQA/NEPA)
- Policies, Procedures, and Processes
- VMT Screening and Trip Generation Analysis
- Oversight and Management of Environmental Consultants

#### **EXPERIENCE**

**Project Management.** Managed the building and implementation of the City of Fresno's Land Management Software System, a citywide, multi-million dollar project that modernized the way permits and entitlements were processed.

**Business Analyst.** Regularly analyzed organizational and procedural issues and developed solutions, including but not limited to modifying project workflows through a land management system, implementing new processing procedures, and delegating work assignments.

*Implementation.* Responsible for reviewing, interpreting, and analyzing new legislation and maintaining current knowledge of directives, policies, and regulations that affected the operation of the current planning division. Also responsible for implementation of the General Plan and Development Code at the project level.

**Process Management.** Managed (both directly and indirectly, through subordinate supervisors) all operations of a division which processes approximately 3,000 entitlement applications a year and operates a planning public front counter serving hundreds of customers weekly.

**Supervisor and Trainer.** Performed various supervisorial duties, including training, employee selection, evaluations, coaching, and discipline by supervising 4-5 staff directly, and managing a division of 20 staff directly and indirectly through subordinate supervisors.

#### **EXPERIENCE - ZONING UPDATE/TEXT AMENDMENTS**

- City of Arvin Multi-Family Residential Zone Districts and Objective Design Standards
- City of Clayton ADU Ordinance
- City of San Clemente Housing Overlay, Multi-Family Residential Zone Districts, and Objective Design Standards
- City of Fresno Electric Fence municipal code text amendment (private applicant)
- Advice, coordination and Preparation of CEQA document related to the City of Fresno Mixed Use Text Amendment to allow by-right multi-family
- Preparation of various zoning text amendments related to alcohol, billboards, recycling centers, cell towers, etc.
- City of Fresno Tiny Homes processing guide and submittal checklist

#### **EXPERIENCE - MASTER PLANNING PROJECTS**

Project Manager and Planner - Villages at Almond Grove Specific Plan | Madera, CA

Mrs. Emerson was involved in the drafting sections of the Specific Plan and provided planning consultation and services, including drafting staff reports, ordinances, resolutions, annexation documents, etc.

Project Manager - Citywide Density Increase Text Amendment CEQA Environmental Review | City of Fresno, CA

Mrs. Emerson managed the PCE Planning Division to prepare an IS/MND for environmental clearance for Fresno's citywide density increase text amendment. The text amendment removed the density cap in 5 mixed-use zones. During the process, Mrs. Emerson provided various approach to move the project forward and corresponded with multiple agencies and city departments to address all environmental concerns.

#### JENNA CHILINGERIAN, MCRP, AICP

#### **SENIOR PLANNER**

#### **PROFILE**

Jenna serves as a senior planner at Precision Civil Engineering (PCE) in downtown Fresno, CA, bringing more than 10 years of experience in planning, community and economic development, and program management in the nonprofit, public, and private sectors. At PCE, Jenna provides CEQA services for public and private sector projects, on-call planning and environmental services for local agencies, and development and entitlement services for private sector clients. Jenna is an active AEP and APA member, participating in webinars and workshops to remain up to date on current environmental legislation, procedures, and best practices. She received her Masters of Community and Regional Planning from the University of Oregon and holds a bachelor's degree in Political Science from UCLA. She joined the American Institute of Certified Planners (AICP) in July 2022.

#### **EDUCATION**

Master of Community and Regional Planning, University of Oregon

Bachelor of Arts, Political Science with minor in Civic Engagement, University of California, Los Angeles

#### YEARS OF EXPERIENCE

10 years (PCE: 3.5 years)

#### **CERTIFICATION**

Certified Planner through the American Institute of Certified Planners (AICP ID 34152)

#### **PROFESSIONAL ORG**

American Planning Association, California Chapter, Central Section (Member and Director for Membership and Public Information)

Association of Environmental Professionals, California, Central Chapter (Member)

Institute of Transportation Engineers (Member)

#### **CONTACT**

Precision Civil Engineering 1234 "O" Street Fresno, CA 93721 jchilingerian@precisioneng.net 559-449-4500

#### **AREAS OF EXPERTISE**

- CEQA/NEPA Process, Compliance, and Guidance
- Project-Level land use planning/permitting
- Policy writing for housing element updates, zoning ordinances, general plans
- Project Coordination and Management

#### **EXPERIENCE**

**Environmental Review and Compliance.** Assisted with the preparation of environmental documents for public sector and private sector clients in accordance with CEQA, including preparation of initial studies/MNDs and NDs and categorical exemptions, coordination of the environmental review process (e.g., early consultation, tribal consultation, noticing, State Clearinghouse), and oversight of technical studies and analysis. To date, have completed over 35 CEQA documents.

ADU Program Implementation and Technical Assistance. After successfully implementing Pre-Approved ADU Programs in Clayton, Kerman, Merced, and Oakley, established the San Joaquin Valley ADU Program through the San Joaquin Valley Regional Early Action Planning (REAP) Program to provide technical assistance and expertise for implementing ADU Programs in Valley communities. Prepared the "Local Agency's Guide to Implementing ADUs in the San Joaquin Valley" guidebook and suite of tools including templates for: ADU ordinance, staff report and hearing presentation, building permit application and checklist, internal policy and procedure, front counter handout, and how-to guide. Coordinated the design of four standard ADU plans for adoption by San Joaquin Valley communities. Currently providing technical assistance to local governments to customize the suite of tools and standard plans. Assisted agencies include: Kings County, Lodi, Madera County, Merced County, Parlier, Selma, Stockton, and Wasco.

Community and Stakeholder Engagement. Organized community and stakeholder outreach and engagement for the City of Chowchilla 6th Cycle Housing Element Update, City of San Clemente Objective Design Standards and Rezoning Program, and City of Arvin Multi-Family Residential Text Amendments; assisted with outreach efforts for City of Porterville South of Tule River Master Plan. Outreach and engagement methods have included websites, surveys, workshops (in-person and virtual), focus groups, and public meetings. Prepared outreach and engagement materials including social media, newspaper, and newsletter content, press releases, and interactive activities and presentations.

**Policy, Procedure, and Program Development.** Assisted several communities with preparation of policies, procedures, and programs including Zoning Ordinance Text Amendments, internal policies and procedures, Housing Element programs, ADU Programs, and General Plan Elements. Projects range from establishing a new permit type and review procedure for multi-family residential development in Arvin, objective design standards and an Affordable Housing Overlay in San Clemente, ADU Programs for various agencies, Duplex/Triplex Program in Merced, Multi-Family Conceptual Design Program in Kerman, and preparation of Environmental Justice, Public Safety, and Housing General Plan Elements in Chowchilla.

#### **ON-CALL PLANNING EXPERIENCE**

- On-Call Land Use and Environmental Planning | City of Atwater, City of Clovis, City of Hanford, City of Kerman, City of Lemoore, City of Reedley
- On-Call Land Use Planning | City of Modesto, City of Vacaville, City of Yreka
- On-Call Environmental Planning | City of Salinas

#### TOM NAVARRO

#### **SENIOR PLANNER**

#### **PROFILE**

Tom serves as a Senior planner at Precision Civil Engineering (PCE) in downtown Fresno, CA, bringing more than 25 years of experience in planning, community and economic development, and project management to our team. Tom has worked as a Planner in both City and County governments, as well as at private consulting firms. He has experience in municipal planning throughout the state of California and has worked on a diverse portfolio of urban planning projects including Housing Elements, General Plan updates, Zoning Code text amendments, annexations, General Plan amendments, rezones, tentative tract maps, use permits, and site plan reviews. Through private and public sector planning roles he has developed extensive experience in writing zoning codes, processing entitlement applications, and managing large scale projects.

#### **EDUCATION**

Bachelor of Arts, Social Science (Geography/Urban Planning), California State University, Fresno

#### YEARS OF EXPERIENCE

25 years

#### PROFESSIONAL ORG

California Association of Code Enforcement Officers (CACEO)

CALBO – California Building Officials

ICSC – International Council of Shopping Centers

#### **CONTACT**

Precision Civil Engineering 1234 "O" Street Fresno, CA 93721 tnavarro@precisioneng.net 559-449-4500

#### **AREAS OF EXPERTISE**

- Municipal Planning
- Land Development
- Planning Entitlement Processing
- Economic Development

#### **EXPERIENCE**

**Principal Planner, City of Gustine.** Principal Planner (PT) in charge of entitlement applications including Conditional Use Permits, Rezoning, and Ordinance Amendments. The primary area of focus is to address the completion of the Multijurisdictional Housing Element Update.

Community Development Director, City of Sanger. Responsible for residential and commercial projects throughout the City. Managed the Building Department, Code Enforcement Department, and the Planning Department. Coordinated and managed the Planning Commission and presented projects to the City Council. Proposed amendments to the ordinance, development incentives, and special programs. Management of the annual budget as required for the daily functions and operations of the City. Ongoing coordination with consultants for project review

**Principal Planner, CSG Engineering.** Planning Consultant for Central California jurisdictions. Areas of focus include Housing Element Updates, Entitlements, New Development, Economic Development, Acquisition and Management of State Grants, Zoning Ordinance updates, and Amendments.

**Senior Planner, Fresno County.** Supervised the Zoning and Permitting Units. Supervised the Code Enforcement Unit. Oversaw the permitting and Land Use process

**Project Manager/Department Manager, CEI Engineering.** Management of the Fresno office for a national civil engineering firm. Marketing work for engineering and survey departments. Development of the office-wide annual budget. Preparation of consultant proposals and contracts for the development of commercial projects.

**Planning Consultant, Law Firm.** Coordinate with commercial developers, city staff, attorneys, real estate agents, and sub-consultants to oversee the completion of commercial development projects. Preparation and management of various entitlement applications including; conditional use permits, rezoning, and general plan amendments. Coordination with private firms, county and city staff, and state and federal agencies such as Caltrans and FEMA Oversight of environmental impact reports for each project.

**Senior Planner, County of Madera.** Preparation of staff reports for Planning Commission review. Site Plan reviews for commercial developments. Analysis and review of subdivisions and parcel maps for residential developments. Development and management of the county-wide dairy standards. Oversee and manage State funding for the development of County standards under Proposition 13 funding.

#### RECENT PUBLIC SECTOR PROJECTS

- City of Sanger Academy Annexation Project
- City of Sanger Housing Element Update
- City of Sanger General Plan Update
- City of Sanger Amend to City/County Tax Share Agreement
- City of Gustine Housing Element Update
- City of Sonora Accessory Dwelling Unit Ordinance

### SHIN TU, MUP, AICP

#### **ASSOCIATE PLANNER**

#### **PROFILE**

Shin brings over 5 years of experience in site planning, data analysis, environmental planning, and digital communications. With a Master of Urban Planning degree from Texas A&M University and graduate certificates in Environmental Hazard Management and Geographic Information Science (GIS), Shin has experience working in the public, private, and academic sectors. At PCE, Shin provides services to both public and private sector clients, including performing due diligence, planning entitlements, on-call planning, CEQA document drafting and analysis, GIS database management and mapping, fiscal analysis, data visualization, and branding/graphic design. Shin joined the American Institute of Certified Planners (AICP) in December 2023. Portfolio | <a href="https://tushin2.wixsite.com/tushin">https://tushin2.wixsite.com/tushin</a>

#### **EDUCATION**

Master of Urban Planning, Environmental Hazard Management Certificate, GIS Graduate Certificate, Texas A&M University

Bachelor of Science, Urban Planning, National Cheng Kung University, Taiwan

#### **YEARS OF EXPERIENCE**

5 years (PCE: 3 years)

#### **CERTIFICATION**

Certified Planner through the American Institute of Certified Planners (Candidate)

#### **PROFESSIONAL ORG**

American Planning Association, California Chapter, Central Section (Member)

Association of Environmental Professionals, California, Central Chapter (Member)

#### CONTACT

Precision Civil Engineering 1234 "O" Street Fresno, CA 93721 stu@precisioneng.net 559-449-4500

#### **PUBLIC SECTOR PROJECTS**

- On-Call Planning Staff Support (planning permit review and environmental/CEQA): City of Atwater, City of Hanford, City of Kerman, City of Lemoore, City of Yreka
- City of Modesto Agricultural Mitigation Program Cost and Feasibility Study

#### AREAS OF EXPERTISE

- Research, Data Collection and Analysis
- Geographic Information Systems, Spatial Analysis, and Mapping
- Visualization, Digital Communication, Branding, and Graphic Design
- · Planning Entitlement Processing
- Environmental Analysis and Planning

#### **EXPERIENCE**

**Environmental Review and Compliance.** Assisted with the preparation of 30+ environmental documents for public sector and private sector clients in accordance with CEQA, including preparation of initial studies and (mitigated) negative declarations, categorical exemptions, coordination of the environmental review process (e.g., tribal consultation, noticing, State Clearinghouse), and oversight of technical studies and analysis.

Land Development Processing and Review. Submitted and managed 15+ private land development projects through the planning entitlement process, including preapplication, annexation, tentative parcel map, tentative tract map, rezone/prezone, planned development, general plan amendment, and Williamson act contract cancellation processes. On the other hand, as Kerman's on-call contract planner, processed entitlement applications including tentative parcel map, tentative subdivision map, annexation, pre-zones/rezone, general plan amendment, and environmental review. Coordinated project comments, conduct review of entitlement applications on behalf of the City, carry out the environmental review process including preparation of environmental documents, prepare approval and public hearing documents (e.g., conditions of approval, staff reports, resolutions, ordinances), and handle applicant correspondence and management of subconsultants.

**Urban Design and Site Planning.** Drafted 20+ conceptual site plans and land use plans for various land development, including commercial, residential, and mixed-use projects. Drafted and submitted for tentative tract and parcel maps for single-family residential subdivisions, industrial subdivisions, and mixed use projects. Designed according to City, County, and Caltrans restrictions and regulations. Received awards for 2 design competitions that focused on designing human-oriented space/streets for transit and pedestrian connectivity and revitalization.

*Graphics Communication.* Designed branding and data visualization for multiple Housing Programs in the Valley. Leaded Graphics and Written Communications Team to develop the first comprehensive plan of the City of Caldwell, TX. Coordinated with data analytics and public outreach team to design flyers, posters, presentations, and the final plan document.

**Research and Analysis.** Conducted data cleansing, labeling, categorizing, and statistical analysis. Co-authored for journal publication and was responsible for the management of 2+ datasets. Performed technical studies, including 1) Infill Study to inform the development of Merced's Duplex/Triplex Program, 2) Infill and Site Evaluation Report for Kerman's Multi-Family Conceptual Design Program, 2) Fiscal Analysis reports for annexation projects, 3) Biological Assessment Reports for environmental review (CEQA), 4) Agricultural Mitigation Cost Analysis for the establishment of Agricultural Mitigation Program in Modesto.

**Planning Assistant.** Performed traffic flow and land use analysis for 3 city-scale plans to provide a fact base for the planning process. Performed zoning inquiries, environmental assessments, building and conditional use permit applications. Produced multiple exhibits, drafted proposals, and corresponded with clients and agencies.

#### LUKE RISNER

#### ASSOCIATE PLANNER

#### **PROFILE**

Luke serves as an associate planner at Precision Civil Engineering (PCE) in downtown Fresno, CA, bringing experience in planning and planning entitlement processes. He holds a Bachelor of Arts degree in Geography with a minor in Anthropology from California State University, Fresno. Luke has worked as a planner with City government processing and reviewing entitlement applications and CEQA documents.

#### **EDUCATION**

Bachelor of Arts, Geography with a minor in Anthropology, California State University, Fresno

GIS Certificate, California State University, Fullerton

#### YEARS OF EXPERIENCE

1.5 years

#### **CONTACT**

Precision Civil Engineering 1234 "O" Street Fresno, CA 93721 Irisner@precisioneng.net 559-449-4500

#### AREAS OF EXPERTISE

- Municipal Planning
- Environmental Planning
- Planning Entitlement Processes
- Design Review
- State Housing laws

#### **EXPERIENCE**

#### Planner II, City of Fresno

Planner in charge of entitlement applications including, but not limited to, Conditional Use Permits, Tentative Parcel Maps, Tentative Tract Maps, Development Permits (Site Plan Review), Zone Clearances, Planned Developments, Variances, and Certificates of Compliance. Ensured all proposed projects met local development codes and ordinances. Served as the staff liaison to the Tower District Design Review Committee, and reviewed projects for conformance with adopted Tower District Design Guidelines.

• Environmental Planning and Review. Reviewed and drafted environmental planning documents throughout the CEQA process to ensure compliance with all rules and regulations, document integrity, and general proofreading. CEQA documents reviewed include IS/MNDs and Categorical Exemptions.

#### **EXPERIENCE (ENVIRONMENTAL PLANNING)**

- Gas Station, Categorical Exemption, Fresno, CA (while at City of Fresno)
- Water's Edge (Multi-Family Residences), Categorical Exemption, Fresno, CA (while at City of Fresno)
- Blythe Village (Multi-Family Residences), Categorical Exemption, Fresno, CA (while at City of Fresno)
- 10+ Tentative Parcel Maps, Categorical Exemptions, Fresno, CA (while at City of Fresno)
- Tentative Tract Map, Review of IS/MND, Fresno, CA (while at City of Fresno)

#### **EXPERIENCE (HOUSING)**

- Welcome Home Affordable Housing (AB 2162) Planning Entitlement (while at City of Fresno)
- West Creek Village Multi-Family Residences (AB 2162) Planning Entitlement (while at City of Fresno)
- 15+ ADU and SFR Planning Entitlements (while at City of Fresno)
- Fresno Mission City Center Planning Entitlements (while at City of Fresno)

#### **ISAIAH MEDINA**

#### **ASSISTANT PLANNER**

#### **PROFILE**

Isaiah serves as an Assistant Planner at Precision Civil Engineering (PCE) in downtown Fresno, CA bringing experience in planning, environmental planning, planning entitlement processes, and data analysis. He holds a Bachelor of Science degree in Environmental Policy Analysis and Planning with a concentration in City and Regional Planning from the University of California, Davis.

#### **EDUCATION**

Bachelor of Science, Environmental Policy Analysis and Planning (City & Regional Planning), University of California, Davis

#### CONTACT

Precision Civil Engineering 1234 "O" Street Fresno, CA 93721 imedina@precisioneng.net 559-606-0609

#### **AREAS OF EXPERTISE**

- Environmental Planning
- Land Use Planning
- Planning Entitlement Processes
- Data Analysis

#### **EXPERIENCE**

- Land Entitlement and Development Review. Reviewed development projects throughout the planning entitlement process, including, pre-application, annexation, tentative parcel map, tentative tract map, rezoning, planned development, general plan amendment, and Williamson act contract cancellation processes. Ensured all proposed projects met local development codes and ordinances.
- *Environmental Planning and Review*. Reviewed environmental planning documents throughout the CEQA process to ensure compliance with all rules and regulations, document integrity, and general proofreading.
- Data Analysis and Visualization. Researched, compiled, and analyzed datasets for various academic projects using various languages and methods. Visualized data sets in various formats, such as maps, tables, and graphs.

#### **SONIA HO**

#### ASSISTANT PLANNER

#### **PROFILE**

Sonia serves as an Assistant Planner at Precision Civil Engineering (PCE) in downtown Fresno, CA bringing experience in planning and community development to our team. She holds a Bachelor of Arts degree in Urban Studies from the University of California, Irvine. Furthermore, she is pursuing a Master of Urban and Regional Planning from the University of California, Irvine with an expected graduation date of June 2024.

#### **EDUCATION**

Master of Urban and Regional Planning, University of California, Irvine (June 2024)

Bachelor of Arts, Urban Studies, University of California, Irvine

#### YEARS OF EXPERIENCE

1 year

#### **CONTACT**

Precision Civil Engineering 1234 "O" Street Fresno, CA 93721 Irisner@precisioneng.net 559-449-4500

#### **AREAS OF EXPERTISE**

- Land Use Planning
- · Policy writing for housing element updates

#### **EXPERIENCE**

#### Planning Intern, Precision Civil Engineering.

Assisted in drafting housing element updates, reviewing CEQA documents, and comprehensive Municipal Code updates. Ensured all documents met federal standards and were updated according to new laws/regulations in California.

• **Housing Element Assistance.** Drafted and reviewed sections of the Affirmatively Furthering Fair Housing for a Housing Element update.

Resident Services Coordinator Assistant Intern, Jamboree Housing Corporation.

RSC intern in charge of managing the training calendar for the entire staff. In charge of calling residents and conducting Wellness Checks to assess their needs and concerns living on-site. Designed flyers and organized events each month for residents.

#### **EXPERIENCE (ACADEMIC PROJECTS)**

- **Neighborhood Plan Vision Poster.** Researched, compiled, and engaged with residents at Garden Grove to understand the needs of the neighborhood. Visualized planning projects on areas of opportunity in the neighborhood by creating a vision poster compiling all the design features for the neighborhood.
- Site Plan Design. Conducted SWOT analysis on-site and researched various designs and ideas for creating a mixed-use development project. Designed and drafted multiple iterations of housing and commercial development following municipal code regulations and on-site issues. Performed grading, cross-section drawings, vignettes, and bubble diagrams to present the final site plan.



**Edward Dunkel, Jr., CEO & President** Tel: (559) 449-4500 | Fax: (559) 449-4515

Email: <a href="mailto:edunkel@precisioneng.net">edunkel@precisioneng.net</a>

Location: 1234 O Street, Fresno, CA 93721



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

**Subject:** Approve a Three-Year Service Agreement with Hach Company to Provide Service

and Calibration of Lab Equipment at the Water Treatment Plant

Meeting Date: Thursday, November 7, 2024

From: Sean Brewer, Interim City Manager
Prepared by: Anthony Uribe, Utilities Supervisor

#### I. RECOMMENDATION:

Approve a three-year service agreement with Hach Company to provide ongoing maintenance and calibration services of lab equipment at the Water Treatment Plant in the amount of \$90,545.13 over three years.

#### II. BACKGROUND:

Many routine lab tests are conducted at the Water Treatment Plant to assist operators in process control and operation of the Water Plant. Most of the lab equipment was purchased from the Hach Company.

#### III. DISCUSSION:

Most of the lab equipment in use was purchased from Hach Company which is specialized in providing water treatment lab equipment. A service agreement to keep this high accuracy equipment working in good condition and properly calibrated is essential to meet State required water quality standards.

#### IV. ALTERNATIVES:

None. Since the equipment is provided by Hach Company they are the most suited to provide periodic servicing of the City owned Hach lab equipment.

#### V. FISCAL IMPACT:

This agreement will have no impact to the General Fund.

Sufficient funds exist in Water Enterprise for this agreement in the amount of \$90,545.13. This will be broken down into three fiscal years at approximately \$30,181.71 per year. These funds have always been priority items in any given fiscal year to ensure calibration of our lab equipment.

#### ATTACHMENTS:

File Name Description

HACH712317 v0.20 October15 2024 11.34.23.pdf Hach 3-Year Service Agreement

8		Page :	1 of 7
(HACH)	HACH SERVICE PARTNERSHIP	Partnership Number:	HACH712317
SERVICEPLUS®	QUOTATION		
CERTIFIED PROGRAMS	Headquarters	WebSite: www.hach.com	Remittance
	P.O. Box 389		2207 Collections Center Dr
	5600 Lindbergh Drive		Chicago, IL 60693
	Loveland, CO 80539-0389		
			Wire Transfers
	Purchase Orders		Bank of America
			231 S. LaSalle St.
			Chicago, IL 60604
			Account: 8765602385
ĺ			Routing (ABA): 026009593

HACH712317 0.20 15-OCT-24 Partnership Number: Version: **Quotation Date** 

> 13-JAN-25 **Expiration Date**:

RENEWAL QUOTE SALONA, JARED **Customer Ref Customer Contact:** 

**Customer Phone:** 5596305880 **Customer Fax:** Customer Email: JSALONA@COALINGA.CO

Bill-To Account # 105903 Ship-To Account # 105903

Customer Name CITY OF COALINGA Customer CITY OF COALINGA **Payment Terms:** Net 30

Name

Address4 CITY HALL Address4 **Billing Method:** Quarterly 155 W DURIAN AVE USD Address1 Address1 25034 W PALMER AVE **Currency:** 

COALINGA WATER Address2 Address2

TREATMENT PLANT Address3 Address3

City, State, City, State, COALINGA-CA-93210-1911

COALINGA-CA-93210 PostalCode Postalcode

Province/ US Province/ US Country Country

Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	FSP5500SC AMC	12-JAN-25	11-JAN-28	Fld Svc 5500sc AMC 2 VST:12-JAN-2025:11-JAN-2028 Field Service includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	13,692.00
	1.1 5500.AMC.AC.1.U S			5500sc AMMONIA MONOCHLORAMINE ANALYZER, AC, 1 CH, US (9560000 FOR DWG) ; 152040300001	
2	BSPPLUSDR3900	12-JAN-25	11-JAN-28	BenchPlus-DR3900:12-JAN-2025:1 1-JAN-2028 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades	3,354.00

HACH SERVICEPLUS	HACH SERVICE PARTNERSHIP	Page :	2 of 7
	QUOTATION	Partnership Number :	HACH712317
CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

					on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	
	2.1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1474992	
3	FSPTU53XX - 4	4 VISIT	12-JAN-25	11-JAN-28	Fld Svc TU53XX 4 VST:12-JAN-2025:11-JAN-2028 Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. Cleaning Module Accessory is not covered under this offering.	23,793.00
	3.1	LXV445.99.53112			KTO: US TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1840420	
	3.2	LXV445.99.53112			KTO: US TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1924160	
	3.3	LXV445.99.53112			KTO: US TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1879482	
	3.4	LXV445.99.53112			KTO: US TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1924322	
	3.5	LXV445.99.53112			KTO: US TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1973454	
	3.6	LXV445.99.53112			KTO: US TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1976800	
	3.7	LXV445.99.53112			KTO: US TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFI D,EPA ; 1974454	
4	FSPTU52XX		12-JAN-25	11-JAN-28	Fld Svc TU52XX 1	2,211.00

HACH SERVICEPLUS®	HACH SERVICE PARTNERSHIP	Page :	3 of 7
	QUOTATION	Partnership Number :	HACH712317
CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

				VST:12-JAN-2025:11-JAN-2028 Field Service includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review	
				requirements.	
4.1	LPV4425303012			nn KIT, TU5200, Lab Turb with RFID, EPA ; 1893285	
BSPSL1000		12-JAN-25	11-JAN-28	Bench Service SL1000:12-JAN-2025:11-JAN-2028 Bench Service includes: Repair and Preventative Maintenance - parts & labor and calibration - all performed at the factory, unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans.	1,929.00
5.1	9430000			ee ASSY, INSTRUMENT, SL1000;	
FSPSS7		12-JAN-25	11-JAN-28	Fld Svc-2V Surface Scatter 7:12-JAN-2025:11-JAN-2028	3,831.00
6.1	LPV431.99.00002			SS7 HACH SENSOR ASSY; 200500001053	
FSP1720E		12-JAN-25	11-JAN-28	Fld Svc-4V 1720E Turb Sensor:12-JAN-2025:11-JAN-2028 Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	6,846.00
	5.1 FSPSS7	5.1 9430000 FSPSS7  6.1 LPV431.99.00002	5.1 9430000 FSPSS7 12-JAN-25 6.1 LPV431.99.00002	5.1 9430000 FSPSS7 12-JAN-25 11-JAN-28 6.1 LPV431.99.00002	Field Service includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/calibrations per year, factory recommended maintenance (including required parts), unilimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.  4.1 LPV4425303012 T1-JAN-25 T1-JAN-28 Bench Service plans, and to ensure you have an opportunity to review our environmental and safety requirements.  5.1 LPV4425303012 T1-JAN-25 T1-JAN-28 Bench Service includes: Repair and Preventative Maintenance - parts & labor and calibration - all performed at the factory, unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans.  5.1 9430000 eASSY INSTRUMENT, SL1000 ; 183460104366 F1 SPSS7 T2-JAN-205 T1-JAN-20 F1 SPSS7 T2-JAN-25 T1-JAN-28 F1 SSS SS T1-JAN-2028 F1 SSS T1-

	ACH)® HACH SEDVI			Page :	4 of 7
	OHOTATION	ICE PARTNEI I	RSHIP	Partnership Number :	HACH712317
	WICEPLUS Headquarters P.O. Box 389 5600 Lindbergh Driv Loveland, CO 80539	ze		WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693
	Purchase Orders				Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
7.1	LPV417.99.00002			1720E LR TURBIDITY SEN HACH ; 121208215227	SOR,
7.2	LPV417.99.00002			1720E LR TURBIDITY SEN HACH ; 150400503026	SOR,
8 PMP-	-SS7-2V	12-JAN-25	11-JAN-28	TWO ADDITIONAL VISITS SS7	FOR 2,526.00
8.1	LPV431.99.00002			SS7 HACH SENSOR ASSY 200500001053	<b>'</b> ;
9 PMP-	-GLPHORP-1V	12-JAN-25	11-JAN-28	PMP-GLI pH ORP PROBE- (FRV 1):12-JAN-2025:11-JAN-202	
9.1	DPD1P1			Digital pH Sensor, PEEK, Convertible; 241354200531	
9.2	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 241354200518	3
9.3	DPD1P1			Digital pH Sensor, PEEK, Convertible; 241364200640	)
10 FSPC	CL17	12-JAN-25	11-JAN-28	aa Fld Svc-2V CL17 (curren version):12-JAN-2025:11-JA 8	t 25,605.00
				For CL17 p/n 5440000 only. Service includes all parts, la and travel for on-site repairs preventative maintenance v year (including required part unlimited technical support and free firmware updates.	bor, s, two isits per is),
10.1	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 183160021865	,
10.2	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 172760013052	,
10.3	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 171390010147	,
10.4	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 171390010139	,
10.5	5440000			oo CL17 FINAL ASSEMBLY W/KITS ; 150900533840	
11 ADMI	IN_HANDLING_MYA	12-JAN-26	11-JAN-27	YEAR 2 PRICE INCREASE	
11.1 12 ADMI	IN_HANDLING_MYA	12-JAN-27	11-JAN-28	CONTRACT SPECIAL ITEM YEAR 3 PRICE INCREASE	

HACH	HACH SERVICE PARTNERSHIP	Page :	5 of 7
	QUOTATION	Partnership Number :	HACH712317
SERVICEPĻUS  CERTIFIED PROGRAMS	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693  Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

12.1 CONTRACT SPECIAL ITEM

 Sub Total:
 90,545.13

 Tax:
 0.00

 Total:
 90,545.13

#### **Partnership Notes:**

ANNUAL COST BREAKDOWN NOTED BELOW:

YEAR 1 SERVICE @ \$29,006.00 \*

YEAR 2 SERVICE @ \$30,166.24 \*

YEAR 3 SERVICE @ \$31,372.89 \*

TOTAL \$90,545.13 \*

\* THIS IS PRE-TAX PRICING AND SUBJECT TO CHANGE WITH EQUIPMENT CHANGES

PO/Payment required for total quoted price to lock in multi-year pricing. If PO/payment is only received for one year, quoted price for subsequent years will not be honored and a new quote will need to be obtained upon renewal.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

<b>Customer Name</b>	:	CITY OF COALINGA
Customer P.O. Number	:	
Customer Reference Number	:	

#### TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term 'Hach' includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale stablish the rights, obligations and remedies of Hach and Buyer within apply to this offer and any resulting order or contract for the sale of Hach's goods and/or soevices ("Products").

#### 1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

#### 2. CANCELLATION

Exper may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

#### 3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday,



#### HACH SERVICE PARTNERSHIP **QUOTATION**

Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

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WebSite: www.hach.com

HACH712317

Remittance

2207 Collections Center Dr

Chicago, IL 60693 Wire Transfers

Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385

Routing (ABA): 026009593

excluding holidays

#### 4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

#### 5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT. income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at <a href="www.hach.com">www.hach.com</a>. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and may require cash or credit card payment in advance or delivery. In the everth payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either (a) declare buyers performance in breach and terminate this Contract for default; (b) withhold future shipments shipments until delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or issolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercuells, and light bulbs. All other guarantees, varranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

#### 8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or

#### 9. PATENT PROTECTION:

9. PATENT PROTECTION:
Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereand from reasonable expenses incurred by Buyer in defense see of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (2) Hach's Products when used in combination with any other devices, parts or sof

#### 10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

#### 11. SOFTWARE:.

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable

#### 12. PROPRIETARY INFORMATION; PRIVACY:

12. PROPRIET ART INFORMATION; PRIVACT:

"Proprietarly information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <a href="http://www.hach.com/privacypolicy">http://www.hach.com/privacypolicy</a>.

#### 13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (b) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

#### 14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be



### HACH SERVICE PARTNERSHIP **QUOTATION**

Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389

Purchase Orders

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Remittance

2207 Collections Center Dr

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serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

#### 16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer export, transfer export, transfer export, and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for install sell, and the products and technology for install sell, and the products and technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party, political party, official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government office or political party, political party, political party, political party, official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government office or political party, political party, political party, political party, political party, official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government office or political party, political party, political party, political party, political party official, or candidate for any government office or political party official, or candidate for any government office or political party, political party, political party official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government office or political party official, or candidate for any government of the candidate for a

#### 17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force maleure circumstances extend for six months. Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

#### 18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products, or claims of Buyer's customers for such damages, howscever caused, and whether based on warranty, contract, and/or tor (unduding negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually) paid to Hach for Products

#### 20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting without af

21. ENTIRE AGREEMENT & MODIFICATION:
These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

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

**Subject:** Adopt Resolution No. 4242 Accepting Real Property Located at 405 N. 5th Street,

Coalinga, (APN: 072-104-26)

Meeting Date: Thursday, November 7, 2024

From: Sean Brewer, Interim City Manager
Prepared by: Sean Brewer, Interim City Manager

#### I. RECOMMENDATION:

Staff recommends adoption of Resolution No. 4242, approving the acceptance of real property located at 405 N. 5th Street, Coalinga, CA (APN: 072-104-26) and further authorizing the City Manager to sign all necessary documents to accomplish said acceptance.

#### II. BACKGROUND:

The City is interested in purchasing a property located at 405 N. 5th Street, Coalinga, CA 93210 for a purchase price of One Hundred and Sixteen Thousand and No/100 dollars (\$116,000). The property is currently owned by Michael J. Mott.

The property would be used as the future Ramsey Park splash pad and would benefit the residence of the City. The splash pad was originally planned for 131 E. Cedar. However there were several obstacles to overcome that made that property incompatible for this project.

#### III. DISCUSSION:

The acceptance of real property is not a project, per California Public Resource Code (PRC) Section 21065 and is therefor exempt from CEQA.

PRC Section 21065 states: "Project" means an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and which is any of the following:

- (a) an activity directly undertaken by any public agency.
- (b) an activity undertaken by a person which is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies.
- (c) an activity that involves the issuance to a person or a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.

This activity will not cause a direct physical change in the environment and it will not cause a reasonably foreseeable indirect physical change in the environment. No development is proposed through this activity, and all zoning and general plan designations will remain the same. The result of this activity will be limited to legal ownership of property and any/all environmental factors that exist now will remain the same once the

activity is completed. Any future development of said property would be considered a project and would be subject to CEQA review at that time.

#### IV. ALTERNATIVES:

#### V. FISCAL IMPACT:

The purchase price of the property is One Hundred and Sixteen Thousand and No/100 Dollars (\$116,000).

#### ATTACHMENTS:

File Name Description

BESO#4242\_Purcahse\_Property\_405\_N.\_5th\_(072-104-26)\_-Relocated\_Splash\_Pad\_110724.pdf

■ EXHIBIT 1.pdf

Resolution No. 4242

Exhibit 1 - Photo & Purchase Agreement

# **RESOLUTION NO. 4242**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY LOCATED AT 405 N. 5TH STREET, COALINGA, CA (APN: 072-104-26)

**THAT WHEREAS**, the City of Coalinga desires to purchase the property located at 405 N. 5th Street, Coalinga, CA 93210 currently owned by Michael J. Mott on the terms shown in **Exhibit 1**; and

**WHEREAS**, City Staff has prepared necessary investigations and prepared a staff report of information bearing upon the acceptance of the real property; and

**WHEREAS**, said acceptance of real property from Michael J. Mott by the City of Coalinga is in compliance with local, state and federal requirements; and

**WHEREAS**, said acceptance of real property is not a project per California Public Resource Code (PRC) Section §21065 and is therefore exempt from the California Environmental Quality Act (CEQA).

**NOW, THEREFORE, BE IT RESOLVED**, that said acceptance of real property is exempt from further environmental review pursuant to California Public Resource Code (PRC) Section §21065;

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the City Council of the City of Coalinga, hereby authorizes the acceptance of real property via grant deed from Michael J. Mott;

**NOW THEREFORE BE IT FURTHER RESOLVED**, that said grant deed shall convey all of its right, title and interest in and to all those pieces or parcels of land situated at 405 N. 5th Street, City of Coalinga, County of Fresno, State of California; and

**BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized to sign all necessary documents to accomplish said acceptance of real property, with said deed to be recorded in the office of the Fresno County Recorder.

**PASSED AND ADOPTED** by the City Council of the City of Coalinga at a special meeting held on the **7th day of November, 2024**, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:	APPROVED:
ATTEST:	James Horn, Mayor
Shannon Jensen, City Clerk	

# Exhibit 1





# Authentisign ID: 05088A32-B676-EF11-991A-002248299C60 CALIFORNIA ASSOCIATION

OF REALTORS®

# SELLER COUNTER OFFER No. One

May not be used as a multiple counter offer. (C.A.R. Form SCO, Revised 6/23)

			Date	09/19/2024
Thi	s is a c	counter offer to the Purchase Agreement, OR 🔲 Buyer Counter Offer No, 🔲 Other		("Offer")
dat	ed <u>09</u> /	/16/2024 , on property known as		("Property")
		City of Coalinga		("Buyer")
and	<u></u> ا	Michael J. Motte		("Seller").
		d Seller are referred to as the "Parties."		
1.	A. T	<b>MS:</b> The terms and conditions of the above referenced document are accepted subject to the following the Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials hose paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreed referenced for inclusion in <b>paragraph 1D</b> of this or another Counter Offer or an addendum. Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount(s) work or opportion as in the original Offer, but the dollar amount of any initial and increased deposit and	by all Feement will be add	unless specifically justed in the same
	ū	unchanged from the original Offer.  Juless Otherwise Agreed or altered in another Counter Offer, if in the original offer (such as <b>parag</b> r		
	a () tt c	appraisal contingency amount is lower than the original offered price, then the dollar amount of Gap") shall remain unchanged and be deducted from the final contract price to create the final approperation of Early shall remain unchanged and be deducted from the final contract price to create the final approperation of the example, if the purchase price is \$1,000,000, and Buyer reduces the appraisal continuous formula for the example of	any differaisal colingency counter of	erence ("Appraisa ntingency amount value to \$950,000 offer, the appraisa
		OTHER TERMS: 1. Purchase price to be \$116,000.00.		
	<u> </u>	All other terms agreed.		
	-			
		The following attached documents are incorporated into this Seller Counter Offer when Signed and if both parties do not Sign and Deliver all attached addenda, then any acceptance of this Seller Coulon Addendum No (C.A.R. Form ADM)  Back Up Offer Addendum (C.A.R. Form BUO)  Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)  Seller Purchase of Replacement Property (C.A.R. Form SPRP)  Tenant Occupied Property Addendum (C.A.R. Form TOPA)  Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)  Seller Intent to Exchange Addendum (C.A.R. Form SXA)  Other Other	nter Offe	
2.	A. U	RATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be return Juless by 5:00 PM on the third Day after the date this Seller Counter Offer is signed in paragraph 4 hen, the last signature date)(or byAM/_ PM on(date)) (i) it is Signed in	(if more	
	<b>B</b> . (	ii) a copy of the Signed Seller Counter Offer is Delivered to Seller or Seller's Authorized Agent.  OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's Acceptance by communica Buyer's Agent (C.A.R. Form WOO may be used).	ting with	drawal to Buyer o
3.	MARI accep	OR If Seller accepts another offer prior to Buyer's Acceptance of this Seller Counter Offer. <b>KETING TO OTHER BUYERS:</b> Seller has the right to continue to offer the Property for salest any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in r is advised to withdraw this Seller Counter Offer before accepting another offer.		
4.	OFFE BY M	ER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGE MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LITER AND COUNTER OFFER CAN NO LITER AND COUNTER OFFER CAN NO LITER AND COUNTER OFFER UNITED AND COUNTED AND COUNT	ONGER	BE ACCEPTED rwise Agreed.
	Seller		_ Date	
5.	ACC	EPTANCE: I/WE accept the above Seller Counter Offer (If checked SUBJECT TO THE ATTA		UYER COUNTER
	OFFE Buyer	r Sean Brewer City of Coalings	a Data	09/19/24
	Buye		Date _	
Orn CAL TRA	023, Cali n, or any LIFORNIA NSACTI NSULT A	ifornia Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF AN ION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DAY APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with the properties of the professional content of	n, display a HAS BEEN IY PROVIS DESIRE LE n or purcha	and reproduction of this I APPROVED BY THE SION IN ANY SPECIFIC GAL OR TAX ADVICE ase from the California

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SCO Revised 6/23 (PAGE 1 OF 1)





# DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code) (C.A.R. Form AD, Revised 8/24)

[ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

#### **SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

#### **BUYER'S AGENT**

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer. To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

#### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

#### **SELLER AND BUYER RESPONSIBILITIES**

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

THE SECOND PAGE.	Authentisign'		
<b>X</b> Buyer ☐ Seller ☐ Lar	ndlord Tenant Sean Brewer	City of Coalinga	_ Date <u>09/16/2024</u>
☐ Buyer ☐ Seller ☐ Lar			_ Date
Agent	Mid State Realty	DRE Lic	. # <u>01523375</u>
By Tawnya Stevens	Real Estate Broker (Firm)		
By Tawkya Scevens	Tawnya Steven	s DRE Lic. # 01202124	Date 09/16/2024
(\$	Salesperson or Broker-Associate, if any)		•

AD REVISED 8/24 (PAGE 1 OF 2)



2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent or who seeks the services of an agent in more than a casual transitory or preliminary any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. (c) "Commercial real property means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commercing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer addition of the seller seller seller's including a lease of the real property. (2) multiunit residential property means any estate specified by subdivision (1) or (2) of § 761 in

**2079.14.** A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in § 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in § 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

	Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY		License Number
	Is the broker of (check one):   the se	eller; or $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	nt)	
	Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY		License Number
	Is (check one):   the Seller's Agent.	(salesperson or broker associate) $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	Buyer's and Seller's Agent.	(dual agent)
	Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY		License Number
	Is the broker of (check one):   the b	uyer; or $\; \square \;$ both the buyer and seller. (dual ager	nt)	
	Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY		License Number
	Is (check one):   the Buyer's Agent.	(salesperson or broker associate) $\square$ both the lived by this section shall be in addition to the	Buyer's and Seller's Agent	(dual agent)
٦)  -	The disclosures and confirmation requ	ired by this section shall be in addition to the	disclosure required by 8 :	2079 14. An agent's duty to provide

disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker. **2079.18** (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of

commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent. by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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# CALLEGRNIA VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW **INSTRUCTIONS**

(C.A.R. FORM VLPA, Revised 7/24)

			ember 16, 2024		
1.		FER:			
	Α.		OFFER FROM	City of Coalinga	("Buyer").
	ь		(s), A Corporation, A Partnersh ERTY to be acquired is	ıp,	 , situated
	В.		_ · · · · _ /= /		<del></del>
		in Δssessor's F	Parcel No(s).	072-104-26	("Property").
		Further Des	. ,	072-104-20	(Troperty ).
2.	D. AG A. B.	THE TERMS Buyer and S ENCY: DISCLOSUF Form AD) if Signed by Bo CONFIRMA Seller's Bro Is the broker Seller's Ager Is (check one Buyer's Bro Is the broker Buyer's Agel Is (check one More than POTENTIAL	GOF THE PÜRCHASE ARE SPECIFIED Eller are referred to herein as the "Parties each acknowledge represented by a real estate license uyer. Seller's Agent is not legally obligations: Agent is not legally obligations. The following agency relations for the seller's Agent (Salesperson in the seller's	both the Buyer and Seller (Dual Agent).  R. Duval-Alvarez  n or broker associate); or both the Buyer's a Mid State Realty  both the Buyer and Seller (Dual Agent).	this Agreement.  te Agency Relationship" (C.A.R. ve to Seller's Agent the AD form gned by Seller.  ense Number 01719510  ense Number 01719510  ense Number 01523375  ense Number 01202124  end Seller's Agent (Dual Agent).  ense Number 01202124  end Seller's Agent (Dual Agent).  gement (C.A.R. Form ABA).  ge receipt of a x "Possible
3.		RMS OF PUR	CCHASE AND ALLOCATION OF C graphs provide further explanation. T Paragraph Title or Contract	COSTS: The items in this paragraph are control form is 17 pages. The Parties are advised Terms and Conditions	ractual terms of the Agreement.
			Term		
Α	.	5, 5B (cash)			
	- 1	o, ob (casii)	Purchase Price	\$ <u>112,000.00</u>	
В		5, 56 (casii)	Close Of Escrow (COE)	\$ <u>112,000.00</u>   X	∡ All Cash
В		40A		X 20 Days after Acceptance	X All Cash
(		. ,	Close Of Escrow (COE)	Z0 Days after Acceptance OR On (date)  3 calendar days after all Buyer Signature(s) or (date) at 5PM	within 3 (or) business days after Acceptance by wire transfer OR
D(	;	40A	Close Of Escrow (COE)  Expiration of Offer	X 20 Days after Acceptance OR on (date)  3 calendar days after all Buyer Signature(s) or (date) at 5PM or AM/PM  \$ 2,500.00 (2.23 % of purchase price) (% number above is for calculation purposes	within 3 (or) business days after Acceptance by wire transfer OR
D(	(1)	40A 5A(1)	Close Of Escrow (COE)  Expiration of Offer  Initial Deposit Amount  Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at	X 20 Days after Acceptance OR on (date)  3 calendar days after all Buyer Signature(s) or	within 3 (or) business days after Acceptance by wire transfer OR  Upon removal of all contingencies OR (date)
D(	(1)	40A 5A(1) 5A(2)	Close Of Escrow (COE)  Expiration of Offer  Initial Deposit Amount  Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)  Loan Amount(s): First Interest Rate	X _ 20	within 3 (or) business days after Acceptance by wire transfer OR  Upon removal of all contingencies OR (date OR (seler Financing Assumed Financing Subject To Financing
D(	11)	40A  5A(1)  5A(2)  5C(1)	Close Of Escrow (COE)  Expiration of Offer  Initial Deposit Amount  Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)  Loan Amount(s): First Interest Rate  Points  Additional Financed Amount Interest Rate	X 20 Days after Acceptance OR on (date)    3 calendar days after all Buyer Signature(s) or (date) at 5PM or (date) at 5PM    \$ 2,500.00 (2.23 % of purchase price) (% number above is for calculation purposes and is not a contractual term)  \$ ( % of purchase price) (% number above is for calculation purposes and is not a contractual term)  \$ ( % of purchase price) (% number above is for calculation purposes and is not a contractual term)  \$ ( % of purchase price)   Fixed rate or Initial adjustable rate  • not to exceed %  • Buyer to pay up to points to obtain rate above  \$ ( % of purchase price)   Fixed rate or Initial adjustable rate  • not to exceed %  • Buyer to pay up to points to obtain points to obtain	within 3 (or) business days after Acceptance by wire transfer OR  Upon removal of all contingencies OR (date OR)  Conventional or, if checked, Seller Financing
D()	(1)	40A  5A(1)  5A(2)  5C(1)	Close Of Escrow (COE)  Expiration of Offer  Initial Deposit Amount  Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)  Loan Amount(s): First Interest Rate Points  Additional Financed Amount Interest Rate Points	X _ 20	within 3 (or) business days after Acceptance by wire transfer OR  Upon removal of all contingencies OR (date OR)  Conventional or, if checked, Seller Financing
D() D() E()	(1)	40A  5A(1)  5A(2)  5C(1)  7A	Close Of Escrow (COE)  Expiration of Offer  Initial Deposit Amount  Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)  Loan Amount(s): First Interest Rate Points  Additional Financed Amount Interest Rate Points  Intended Use	X _ 20	within 3 (or) business days after Acceptance by wire transfer OR  Upon removal of all contingencies OR (date OR)  Conventional or, if checked, Seller Financing

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Buyer's Initials







Authentisign ID: 6EB68.R3D-D476-EF11-991A-002248299C60
Property Address: 405 N. 5th St, Coalinga, CA 93210 Date: September 16, 2024

		<u> </u>		
	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	\$ ( % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR Other:
G(2)	ADDITIONAL	FINANCE TERMS:	,	
G(3)	21	Seller agrees to pay the obligation Form SPBB attached).	n of Buyer to compensate Buyer's Broker under a	separate agreement (C.A.R.
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or $\square$ 3 (or) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or 3 (or) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or   3 (or) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
1			Intentionally Left Blank	
J	19	Final Verification of Condition	5 (or) Days prior to COE	
K	26	Assignment Request	17 (or) Days after Acceptance	
L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or) Days after Acceptance	☐ No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$	17 (or) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	□ Purchase of Manufactured Home Buyer has (or □ has not) entered into contract to purchase a personal property manufactured home	17 (or) Days after Acceptance  Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY:
L(4)	8D	Construction Loan Financing A draw from the construction loan will not (or will) be used to finance the Property	17 (or) Days after Acceptance	Any contingency in L(1)-L(10) may be removed or waived by checking the applicable box above or attaching a Contingency Removal
L(5)	8E, 15	Investigation of Property	17 (or) Days after Acceptance	(C.A.R. Form CR-B) and checking
		Informational Access to Property	17 (or) Days after Acceptance	the applicable box therein. Removal or Waiver at time of offer is against
		and does NOT create additional cancel		Agent advice. See paragraph 8K.
L(6)	8F	Insurance	17 (or) Days after Acceptance	CR-B attached
L(7)	8G, 17A	Review of Seller Documents	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 16A	Preliminary ("Title") Report	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8I, 11E	Common Interest Disclosures Per Civil Code § 4525 or this Agreement	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(10)	8J, 9B(2)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(11)	8M	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: C.A.R. Form COP attached		
	OD.	Possession	Time for Performance	Additional Terms
М	3R	Vacant Lot Delivery ☐ Lease/tenant in place	Upon notice of recordation On COE Date	Property to be delivered subject to tenant rights, except
N		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or) Days after receipt	
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or) Days after Acceptance	
N(4)	36	Evidence of representative authority	3 Days after Acceptance	Authentisson

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Buyer's Initials

SB Seller's Initials





ign ID: @EB68 \$30-0476-EF11-991A-002248299C60 Property Address: 405 N. 5th St, Coalinga, CA 93210 Date: September 16, 2024 Intentionally Left Blank 0 P Items Included and Excluded P(1) Items Included - All items specified in Paragraph 9B are included and the following, if checked: P(2) 9 **Excluded Items: Allocation of Costs** Para # Additional Terms **Item Description** Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) Q(1) Natural Hazard Zone Disclosure Buyer 🗶 Seller 🗌 Both **X** Environmental Report, including tax information Other X Provided by: \*SnapNHD - The Industry Leader\* 15B(1)(D) Q(2) Environmental Survey (Phase I) |Buyer | |Seller | |Both Q(3) 10 Gov't Point of Sale Requirements Buyer Seller Both Inspections and reports 22B Q(4) **Escrow Fees** Buyer Seller Both Escrow Holder: Orange Coast Title-Bryan Burney Each to pay their own fees Buyer X Seller Both Q(5) 16 Owner's title insurance policy Title Company (If different from Escrow Holder): Orange Coast Title-Bryan Burney Unless Otherwise Agreed, Buyer Q(6) Buyer's Lender title insurance policy Buyer shall purchase any title insurance policy insuring Buyer's lender. Buyer X Seller Both Q(7) County transfer tax, fees Buyer Seller Q(8) City transfer tax, fees Both 11E(2) Q(9) HOA fee for preparing disclosures Seller Q(10) HOA certification fee Buyer Unless Otherwise Agreed, Seller Q(11) HOA transfer fees Buyer | Seller | Both shall pay for separate HOA moveout fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee. Seller, or if checked, Buyer Both Q(12) Private transfer fees Q(13) Buyer Seller Both Reports (B) Buyer Seller Both Reports Q(14) (A) fees/costs Buver Seller Both (B) fees/costs Buyer Seller Both Additional Tenancy Documents Income and Expense Statements Tenant Estoppel Certificate R 12 S **OTHER TERMS:** 

4.	PROPERTY	ADDENDA	AND.	adviso	RIES:	(check al	I that apply)
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Α.	PROPERTY TYPE AD	PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:						
	Probate Agreement	Purchase Addendum (C.A.R. Form	PA-PA)					
	Residential Units Pu	ırchase Addendum (C.A.R. Form Rl	J-PA)					
	Other							
В.	OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:							
	Addendum #	(C.A.R. Form ADM)	Short Sale Addendum (C.A.R. Form SSA)					
	Back Up Offer Adde	ndum (C.A.R. Form BUO)	Court Confirmation Addendum (C.A.R. Form CCA)					
	Assumed Financing Addendum (C.A.R. Form AFA)							
	Septic, Well, Proper	ty Monument and Propane Addendu	m (C.A.R. Form SWPI)					
	Buyer Intent to Exch	nange Addendum (C.A.R. Form BXA	Seller Intent to Exchange Addendum (C.A.R. Form SXA)					
	Other		Other					

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intended to be incorporated into this Agreement.)    Buyer's Vacant Land Additional Investigation Advis	
Fair Housing and Discrimination Advisory (C.A.R. F	
Wire Fraud Advisory (C.A.R. Form WFA)	ズ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
	e a privacy disclosure from their own Agent.)
Wildfire Disaster Advisory (C.A.R. Form WFDA)	Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
Trust Advisory (C.A.R. Form TA)	Short Sale Information and Advisory (C.A.R. Form SSIA)
REO Advisory (C.A.R. Form REO)	Probate Advisory (C.A.R. Form PA)
Other	Other

- 5
  - (1) INITIAL DEPOSIT: Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
  - (2) INCREASED DEPOSIT: Increased deposit specified in paragraph 3D(2) to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
  - (3) RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.
  - B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.
  - LOAN(S):
    - (1) FIRST LOAN: This loan will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject to Financing, or Other is checked in paragraph 3E(1).
    - (2) ADDITIONAL FINANCED AMOUNT: If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(2).
    - (3) BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
    - (4) ASSUMED OR SUBJECT TO FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
  - D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F)(including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
  - LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in paragraph 3G(1) or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- **ADDITIONAL FINANCING TERMS:** 
  - VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs, within the time specified in paragraph 3H(2) may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.
  - VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
  - BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- **CLOSING AND POSSESSION:** 
  - INTENDED USE: Buyer intends to use the Property as indicated in paragraph 3E(3). Intended use may impact available financing.
  - CONDITION OF PROPERTY ON CLOSING: Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

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<u> </u>	/	Seller's Initi

- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.
- Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities

# **CONTINGENCIÉS AND REMOVAL OF CONTINGENCIES:**

## LOAN(S):

- (1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency. (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of

this Agreement, unless Otherwise Agreed.

- If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency. **NO LOAN CONTINGENCY**: If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

# APPRAISAL:

- (1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

Fair Appraisal Act: See paragraph 33 for additional information.

- MÁNUFACTURED HOME PURCHASE: If checked in paragraph 3L(3), this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.
- CONSTRUCTION LOAN FINANCING: If checked in paragraph 3L(4), this Agreement is contingent upon Buyer obtaining a
- INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property
- INSURANCE: This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.
- REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3L(7), contingent upon Buyer's review and approval of Seller's documents required in paragraph 17A.

- (1) This Agreement is, as specified in paragraph 3L(8), contingent upon Buyer's ability to obtain the title policy provided for in paragraph 16G and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.

  (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel
- the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided
- Preliminary Report.

  CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(9), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11E ("Cl Disclosures")
- BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buver's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(2), is, as specified in paragraph 3L(10), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(10), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

  REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual
- contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.

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Seller's Initials

#### REMOVAL OF CONTINGENCY OR CANCELLATION:

- (1) For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
- For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3L or 5 Days after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to
- Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

  M. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph 3L(11)

#### ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

- NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
- ITEMS INCLUDED IN SALE:

  - All EXISTING fixtures and fittings that are attached to the Property; **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
  - (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(2), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
  - (4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 3N(1).
  - Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of
  - (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
- ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, all items specified in paragraph 3P(2) are excluded from the sale. 10. ALLOCATION OF COSTS
  - INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and (13) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these paragraphs shall be Delivered in the time specified in Paragraph 3N(1).
  - GOVERNMENT POINT OF SALE REQUIREMENTS: Point of sale inspections and reports refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. If any point of sale requirement requires repairs, retrofits or additional costs beyond an inspection or report, further written agreement regarding costs is required. If an agreement is reached, and unless Parties Otherwise Agree to another time period, any such repair, retrofit, or work shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair. If agreement is not reached within the time for removing the Buyer Investigation contingency, then either party may cancel the Agreement.

### 11. SELLER DISCLOSURES:

- WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

  MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified
- registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)



C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website

during Buyer's investigation contingency period. Agents do not have expertise in this area.)

NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 3N(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones

CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- (1) Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
- If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(9)** for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement of the containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- SOLAR POWER SYSTEMS: For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all known information about the solar panels or solar power system. Seller shall

use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

ADDITIONAL DISCLOSURES: Within the time specified in paragraph 3N(1), if Seller has actual knowledge, Seller shall

provide to Buyer, in writing, the following information:
(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.

AGRICULTURAL USE: Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).

**DEED RESTRICTIONS:** Any deed restrictions or obligations.

**FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6). **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.

- ENVIRONMENTAL HAZARDS: Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property
- (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect

LANDLOCKED: The absence of legal or physical access to the Property.

EASEMENTS/ENCROACHMENTS: Any encroachments, easements, or similar matters that may affect the Property.

- (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property. (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems. (12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.

(13) **ZONING ISSUES**: Any zoning violations, non-conforming uses, or violations of "setback" requirements. (14) **NEIGHBORHOOD PROBLEMS**: Any neighborhood noise problems, or other nuisances.

- (15) SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS: If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
- (16) VIOLATION NOTICES: Seller shall disclose any notice of violations of any Law filed or issued against the Property. MELLO-ROOS TAX; 1915 BOND ACT: Within the time specified in paragraph 3N(1), Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly Deliver to Buyer any such notice obtained.
- KNOWN MATERIAL FACTS: Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

SELLER VACANT LAND QUESTIONNAIRE: Seller shall, within the time specified in paragraph 3N(1), complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).

SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.

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Buyer's Initials

Seller's Initials





12. TENANCY RELATED DISCLOSURES: Within the time specified in paragraph 3N(1), and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:

- RENTAL/SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business
- INCOME AND EXPENSE STATEMENTS: If checked in paragraph 3R, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal
- TENANT ESTOPPEL CERTIFICATES: If checked in paragraph 3R, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

SELLER REPRESENTATIONS: Unless otherwise disclosed under paragraph 11, paragraph 12, or under any disclosure Delivered to Buyer:

- (1) Seller représents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s). investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
- (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
- Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.

13. CHANGES DURING ESCROW:

- Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in paragraph 13B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property
- At least 7 Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change В.
  - Within 5 Day's after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
- 15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:
  - Buyer shall, within the time specified in paragraph 3L(5), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
  - Buyer Investigations include, but are not limited to:
    - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
      - (A) A general inspection.
      - (B) An inspection for lead-based paint and other lead-based paint hazards.
      - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2)
      - (D) A phase one environmental survey, paid for and obtained by the party indicated in paragraph 3Q(2). If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in paragraph 3L(5). Buyer has 5 Days after receiving the survey to remove this portion of the Buyer's Investigation contingency.
      - (E) Any other specific inspections of the physical condition of the land and improvements.
    - Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
  - C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
  - Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(5), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(5) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal.

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Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKREES DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING

SIZE, LINES, ACCESS, AND BOUNDARIES: Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)

H. ZONING AND LAND USE: Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback' requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.

UTILITIES AND SERVICES: Availability, costs, restrictions, and location of utilities and services, including but not limited to,

sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.

GEOLOGIC CONDITIONS: Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage,

sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.

NATURAL HAZARD ZONE: Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law

PROPERTY DAMAGE: Major damage to the Property of any of the structures or non-structural systems and components and

- any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.

  NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS: Neighborhood or are conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
- O. COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS: Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- SPECIAL TAX: Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.
- RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be
- charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.

  MANUFACTURED HOME PLACEMENT: Conditions that may affect the ability to place and use a manufactured home on the Property.
- A. Buyer shall, within the time specified in paragraph 3N(1), be provided a current Preliminary Report by the person responsible for paying for the title report in paragraph 3Q(5). If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.

C.	Seller shall within <b>7</b>	' <b>Days</b> after reques	t, give Escrow Ho	older necessar	y information	to clear ti	tle
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**Buyer's Initials** Seller's Initials



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- D. Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer all matters known to Seller affecting title, whether
- If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVÉ SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL
- G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other
- than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

  17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).

  A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports,
  - disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B(2), 10, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 36.
    BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION
  - - (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(2), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
    - (2) Buyer may, within the time specified in paragraph 3L(5), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
    - (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.
    - (4) Continuation of Contingency: Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).
  - **SELLER RIGHT TO CANCEL:** 
    - (1) SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
    - (2) SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS: Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (iv) Deliver a letter as required by paragraph 6B; (v) In writing assume or accept leases or liens specified in paragraph 8J; (vi) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 37; (viii) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 36; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
    - (3) SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES: Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
  - **BUYER RIGHT TO CANCEL:** 
    - (1) BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES: If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
    - (2) BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS: If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

      BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES: Buyer may cancel this Agreement by good faith exercise of
    - any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

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**Buyer's Initials** 





- E. NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17, except for Close of Escrow which shall be Delivered under the terms of paragraph 17G, whether or not the Scheduled Performance Day falls on a Saturday, or Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:
  - (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
  - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.
  H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly
- H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.
- 18. REPAIRS: Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
   20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:
  - **A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.

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- **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- BROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:
  - The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 35, 36, 40, and 41. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
  - B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 11, or elsewhere in this Agreement.
  - A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11A.
  - D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph 21A. If a Copy of the separate compensation agreement(s) is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Escrow Holder shall provide to Buyer and Seller, either jointly or separately, a closing statement or other written documentation showing the amount of compensation paid to, respectively, Buyer's Broker and Seller's Broker. Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this
  - Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
  - Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
  - A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing
- MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

Seller's Initials



25. ATTORNEY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 38A.

26. ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 6B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.

27. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.

- 28. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
- 29. AMERICANS WITH DISABILITIES ACT: The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction
- 30. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 31. COPIES: Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. **DEFINITIONS** and **INSTRUCTIONS**: The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
  - **A.** "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
  - **B.** "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in paragraph 2B.
  - C. "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
  - D. "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
  - E. "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
  - F. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
  - G. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
  - H. "Copy" means copy by any means including photocopy, facsimile and electronic.
  - I. Counting Days is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.

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- "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
- "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 40 or paragraph 41.
- 'Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
- "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

#### 33. FAIR APPRAISAL ACT NOTICE:

- A. Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
- B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real
- Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

  34. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial, a Counter Offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
- 36. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 40 and 41 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(4)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

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If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials 💯 📝	Seller's Initials/ /	

**VLPA REVISED 7/24 (PAGE 14 OF 17)** 

Buyer's Initials



uthentisign ID: @EBBBA32-BA76-EF11-991A-002248299C60

Property Address: 405 N. 5th St, Coalinga, CA 93210

Date: September 16, 2024

#### 38. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 39B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 39C; and (iii) Agent's rights and obligations are further specified in paragraph 39D.

#### 39. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

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**A. EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.** 

	date and time specified in <b>paragraph 30</b> , the oner is dighed by defiel and a copy of the dighed oner is belivered to buyer o
	Buyer's Authorized Agent. Seller has no obligation to respond to an offer made.
В.	X ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R
	Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1)	One or more Buyers is a trust, corporation	. LLC. probate estate.	partnership, holding a powe	r of attornev or other entitv.

- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 36** for additional terms.
- (4) A. If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
  - B. If Property is sold under the jurisdiction of a probate court, identify Buyer as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #):
- **C.** The VLPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):			
Signature) By, Sean Brewer		Date: <sup>0</sup>	9/16/2024
Printed name of BUYER: City of Coalinga			
▼ Printed Name of Legally Authorized Signer:	Sean Brewer	Title, if applicable, _	City Manager
(Signature) By,		Date:	
Printed name of BUYER:			
Printed Name of Legally Authorized Signer:		Title, if applicable,	
☐ IF MORE THAN TWO SIGNERS, USE Additional Signature	e Addendum (C.A.R. For	m ASA).	

#### 41. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.

X Seller Counter Offer (C.A.R. Form SCO or SMCO)

→ Seller Counter Offer (C.A.R. Form SCO or SMCO)

Back-Up Offer Addendum (C.A.R. Form BUO)

- B. ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
  - (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
  - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 36** for additional terms.
  - (3) The name(s) of the Legally Authorized Signer(s) is/are:

Seller's Initials

- (4) A. If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
  - B. If Property is sold under the jurisdiction of a probate court, identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #):

VLPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every pag e up the Agreement.	e and all attachments th
signature(s): <sub>e) By,</sub> <i>Michael J. Motte</i>	Date: 09/19/24
ed name of SELLER: Michael J. Motte	
Printed Name of Legally Authorized Signer: Title, if applie	cable,
e) By,	Date:
ed name of SELLER:	
Printed Name of Legally Authorized Signer: Title, if applie	cable,
RE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).	
ACCEPTED: / No Counter Offer is being made. This offer was not accepted by S	



Prope	rty Address: 405 N. 5th St, Coalinga, CA 9	93210	Date: <b>September 16, 2024</b>
REA	L ESTATE BROKERS SECTION:		
	eal Estate Agents are not parties to the A		
	gency relationships are confirmed as sta		
		onal Association of REALTORS® Standard of P	
	ritten request, Seller's Agent snall confirm in gents' Signatures and designated electro	n writing that this offer has been presented to Sel	ier.
_	Authentisign"	one delivery address.	
Α	gents' Signatures and designated electrons  Buyer's Brokerage Firm Mid State Realt By By	у	
	By C	Tawnya Stevens DRE Lic. # 01202124	
	Ву	DRE Lic. # City <u>Coalinga</u>	Date
		Phon	
		m represents Buyer. Additional Agent Acknowledg	
		nts Buyer. Additional Broker Acknowledgement (	C.A.R. Form AbA) attached.
	Designated Electronic Delivery Addres		
		e an alternative Delivery method, such method may	be indicated on C.A.R. Form DEDA.
В		eal Estate	DRE Lic. # <u>01719510</u>
	By Johanna Duval J	<u>Iohanna R. Duval-Alvarez</u> DRE Lic. # <u>01719510</u>	Date 09/19/24
	Ву	DRE Lic. #	Date
	Address 342 E. Elm Ave.	City <b>Coalinga</b>	State <u>Ca</u> Zip <u>93210</u>
	Email johanna4homes@sbcglobal.net	City <u>Coalinga</u> Phon	e # <i>(</i> 559)935-2985
	☐ More than one agent from the same firm	n represents Seller. Additional Agent Acknowledg	
	☐ More than one brokerage firm represe	nts Seller. Additional Broker Acknowledgement (	C.A.R. Form ABA) attached.
	Designated Electronic Delivery Address	ss(es) (To be filled out by Seller's Agent): Em	ail above or
	Attached DEDA: If Parties elect to have	e an alternative Delivery method, such method may	be indicated on C.A.R. Form DEDA.
			- Authentisica
		Authentison	10710
		Buyer's Initials SB / Se	eller's Initials
	OW HOLDED A OKNOW! EDOMENT.		
	OW HOLDER ACKNOWLEDGMENT:	this Agreement, (if checked,  a deposit in the	amount of \$ ), Counter
	numbers	· · · · · · · · · · · · · · · · · · ·	
parag	raph 22 of this Agreement, any supplement	al escrow instructions and the terms of Escrow F	dolder's general provisions.
Escrov	v Holder is advised by	that the date of Acceptance	e of the Agreement is
Escrov	v Holder	Es	crow #
Ву			Date
Addre			
	/Fax/E-mail		
	w Holder has the following license number #		
Dep	partment of Financial Protection and Innovat	tion, $\square$ Department of Insurance, $\square$ Department	of Real Estate.

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(date).

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Broker or Designee Initials

VLPA REVISED 7/24 (PAGE 17 OF 17)

PRESENTATION OF OFFER:

Seller's Brokerage Firm presented this offer to Seller on

# \$\int 8\int 8\int 76-EF11-991A-002248299C60



# BUYER'S VACANT LAND ADDITIONAL INSPECTION **ADVISORY**

(C.A.R. Form BVLIA, Revised 6/23)

Property Address: 405 N. 5th St, Coalinga, CA 93210 ("Property").

- A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.
- BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know, or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not perform, and you have not cancelled the agreement in a timely and proper manner, you may be in breach of contract.
- C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you known material facts that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.
- **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.
- E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT **LIMITED TO THE FOLLOWING:** 
  - FINANCE: Financing the purchase of vacant land and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing
  - 2. CONSTRUCTION COSTS: If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to
  - 3. UTILITIES: Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
  - ENVIRONMENTAL SURVEY: Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

0	2023,	California	Association	of REAL	TORS®,	Inc
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BVLIA REVISED 6/23 (PAGE 1 OF 2) Buyer's Initials

Seller's Initials

5. NATURAL HAZARDS REPORTS: Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.

**6. SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER Michael J. Motte	Date
Michael J. Motte	
SELLER	Date
<u> </u>	Date 09/16/2024
City of Coalinga	
BUYER	Date

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EQUAL HOUSING OPPORTUNITY

**BVLIA REVISED 6/23 (PAGE 2 OF 2)** 



# POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller in Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller Michael J. Motte	Michael J. Motte	Date 09/19/24
Seller D		Date
Buyer Sean Brewer	City of Coalinga	Date 09/16/2024
Buyer		_ Date
Buyer's Brokerage Firm Mid State Realty	DRE Lic # <u>01523375</u>	_
By Tannya Scevens	DRE Lic # <u>01202124</u>	Date 09/16/2024
Tawnya Stevens		
Seller's Brokerage Firm Golden Hills Real Estate	DRE Lic # <u>01719510</u>	_
By Johanna Duval	DRE Lic # 01719510	Date 09/19/24
Jehanna R. Duval-Alvarez		

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Tawnya Stevens

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PRBS REVISED 12/21 (PAGE 1 OF 1)

# FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. EQUAL ACCESS TO HOUSING FOR ALL: All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.

- FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:
  - A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
- 3. POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
- 4. PROTECTED CLASSES/CHARACTERISTICS: Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non- relevant convictions)	Any arbitrary characteristic

# 5. THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:

- A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
- **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
- 6. REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
- WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?

Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

- Sellers
- Real estate licensees

BK3D-B**676-EF11-991A-002248299C6**0

CALIFORNIA

ASSOCIATION

OF REALTORS®

- Mobilehome parks
- Insurance companies
- Landlords/Housing Providers
- Real estate brokerage firms
- Homeowners Associations ("HOAs");
- Government housing services
- Sublessors
- Property managers
- Banks and Mortgage lenders
- Appraisers

#### EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:

- A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
- **B.** Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
- 9. EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:
  - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood:
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FHDA REVISED 6/23 (PAGE 1 OF 2)

# FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)



- Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- Denying a home loan or homeowner's insurance;
- Offering inferior terms, conditions, privileges, facilities or services;
- Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- Harassing a person;
- Taking an adverse action based on protected characteristics;
- Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
- Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
  - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property.
  - (ii) Charging that person higher rent or increased security deposit, or
  - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- Retaliating for asserting rights under fair housing laws.

## 10. EXAMPLES OF POSITIVE PRACTICES:

- Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you
  - Federal: https://www.hud.gov/program\_offices/fair\_housing\_equal\_opp
  - State: https://calcivilrights.ca.gov/housing/
  - Local: local Fair Housing Council office (non-profit, free service)
  - DRE: https://www.dre.ca.gov/Consumers/FileComplaint.html
  - Local Association of REALTORS®. List available at: https://www.car.org/en/contactus/rosters/localassociationroster.
  - Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
  - Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
  - An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
  - An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
  - An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
  - Both FHA and FEHA do not apply to roommate situations. See, Fair Housing Council v Roommate.com LLC, 666 F.3d 1216 (2019).
  - Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant <b>Sean Brewer</b>	City of Coalinga Date 09/16/2024
Buyer/TenantAuthentision*	Date
Seller/Housing Provider Michael J. Motte	Michael J. Motte Date 09/19/24
Seller/Housing Provider	Date

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FHDA REVISED 6/23 (PAGE 2 OF 2)



405 N. 5th St



# WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: 405 N. 5th St, Coalinga, CA 93210 ("Property").

# **WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:**

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

# **ACCORDINGLY, YOU ARE ADVISED:**

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
- 2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
- 3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
- 4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
- 5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant	Sean Brewer	City of Coalinga Date 09/16/2024	
Buyer/Tenant _	Authentision'	Date _	
	Michael J. Motte	Michael J. Motte Date 09/19/24	
Seller/Landlord	<u> </u>	Date	

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WFA REVISED 12/21 (PAGE 1 OF 1)

Fax: (559)935-5122

www.lwolf.com



# CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy	of this California Consumer Privacy	Act Advisory, Disclosure and Notice.
------------------------------------	-------------------------------------	--------------------------------------

Buyer/Seller/Landlord/Tenant Sean Brewer	Date 09/16/2024
City of Coalinga	
Buyer/Seller/Landlord/Tenant	Date

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CCPA REVISED 12/22 (PAGE 1 OF 1)



# SELLER PAYMENT (CONCESSION) FOR BUYER'S BROKER'S COMPENSATION

(C.A.R. Form SPBB, Revised 7/24)

n property known as $\_$	405 N. 5th St, Coalinga,	
which		is referred to as "Bu
nd	Michael J. Motte	is referred to as "Se
nd	Mid State Realty	is referred to as "Buyer's Bro
nd	Golden Hills Real Estate	is referred to as "Seller's Bro
	ate of real estate commissions is not fixed by between Seller and Broker(s) (real estate cor	
SELLER PAYMENT	TO BUYER'S BROKER:	
A. AMOUNT: Subje	ct to paragraph 1B below, Seller agrees to pay	
AND, if any,		out of the transaction proceeds.
	ER PAYMENT OBLIGATION: Seller shall only b	
	fied in <b>paragraph 1A</b> , or <b>(ii)</b> the amount Buyer is	
	ation Agreement, and if applicable less any amou	
If there is no Bu	var Danrocantation Aaroomant than Sallar b	ae na abligation to nav Buyar'e Brakar
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SPBB REVISED 7/24 (PAGE 1 OF 1)

SELLER PAYMENT (CONCESSION) FOR BUYER'S BROKER'S COMPENSATION (SPBB PAGE 1 OF 1)

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

**Subject:** Conveyance of Property from the Successor Agency to the former Redevelopment

Agency to the City of Coalinga

Meeting Date: Thursday, November 7, 2024

From: Sean Brewer, Interim City Manager
Prepared by: Sean Brewer, Interim City Manager

# I. RECOMMENDATION:

Approve recording of a quitclaim deed from the Successor Agency of the former Redevelopment Agency of the City of Coalinga to the City of Coalinga to permit Caltrans acceptance of the acknowledgement for Donations for Right-of-Way Certification.

#### II. BACKGROUND:

The City of Coalinga is proposing to construct 14'-wide bicycle and pedestrian trails, approximately 1.6 mile in length, that would be a portion of Coalinga's perimeter trail, and loop-and-spur network. The proposed property transfer to the City of Coalinga will allow Caltrans Right-of-Way Certification for this segment of the Trail.

# III. DISCUSSION:

The project appraiser subconsultant in meetings with Caltrans resulted in a request by Caltrans to correct the vesting ownership for compliance with the City of Coalinga signing the Acknowledgement for Donations for Right-of-Way Certification.

# **IV. ALTERNATIVES:**

The alternative to this council action would be to not proceed with the quitclaim deed transferring vesting ownership to the City of Coalinga and treat the Redevelopment Agency as a separate owner and record a permanent easement deed.

# V. FISCAL IMPACT:

There will be no fiscal impact to the General Fund.

# ATTACHMENTS:

	File Name	Description
D	Updated_Title_ReportCity_Parcels.pdf	Title Report
D	Coalinga Multi-Use Trail - Quitclaim Deed.pdf	Quit Claim Deed

# **Preliminary Report Top Sheet**

♦ HELP US STAY ON TOP OF YOUR TRANSACTION ◆

# IF ANY OF THESE QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE QUESTIONS ABOUT THE BELOW, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY

- Have any of the principals recently filed bankruptcy?
- Do any of the principals plan to use a power of attorney?
- ◆ Are any of the principals going through a divorce? (if so, is there an attorney involved?)
- Is anyone currently vested in title deceased? Has a new Tax I.D. Number been established?
- Do any of the principals NOT have a valid photo identification?
- Is there construction work in progress or incomplete construction?
  - o Any construction completed in the last year?
  - Any construction completed in the last 4 months?
- Is there a mobile or manufactured home on the property?
- Are the sellers a non-resident alien or a foreign out of country seller?
- Is the property an investment property or not considered seller's principal residence?
- ♦ Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- ♦ If your principals are currently vested or are taking title in their trust, have bank accounts been established in the name of the Trust?
- ♦ Will any of the principals be participating in a 1031 Exchange?
- ◆ Are any of the principals not able to sign with a Placer Title Company? If so, an approved notary will be required.

THANK YOU FOR CHOOSING

**Placer Title Company** 



Escrow Number: P-597784

# WIRE FRAUD ADVISORY

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on "revised" or "new" wire instructions appearing to come from a trusted party to the transaction.

IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.

In addition, the following self-protection strategies are recommended to minimize exposure to possible wire fraud.

- DO NOT RELY on emails purporting to <u>change</u> wire instructions. Placer Title Company will <u>never</u> change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching "new," "alternate," "updated," "revised" and/or "different" wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.
- VERIFY the wire instructions you do receive by calling the party who sent the instructions to you. However, DO NOT use the phone number provided in the email containing the instructions, and DO NOT send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).
- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.
- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.
- CHECK FOR AUTO-FORWARDING on your email account and disable it. This is one of the most "silent" ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.



Placer Title Company 1508 Eureka Road, Suite 150 Roseville, CA 95661 Phone: (916)782-3711

Fax: (800) 521-1393

Order No.: P-597784 Amend

Reference:

Escrow Officer: Tracy Murphy

Email: TeamTracy@placertitle.com
Email Loan Docs To: 110edocs@placertitle.com

Proposed Insured:

Proposed Loan Amount:

Proposed Sales Price: \$1.00

Proposed Buyer(s):

Proposed Underwriter: First American Title Insurance Company

Property Address: Coalinga Project 4 Lots, Coalinga, CA 93210

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: October 24, 2024 at 7:30AM

Title Officer: David James

Amend

Order Number: P-597784

The form of policy of title insurance contemplated by this report is:

2021 ALTA Standard Owners Policy

2021 ALTA Extended Loan Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

City of Coalinga, a municipal corporation of the State of California, as to Parcel One and Redevelopment Agency of the City of Coalinga, as to Parcels Two and Three

The land referred to in this report is described as follows:

See Exhibit "A" Attached for Legal Description

# Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of Fresno, City of Coalinga, described as follows:

#### Parcel One:

All that portion of the Southern Pacific Railroad right-of-way as shown on a Record of Survey for said right-of-way, recorded on September 16, 1986 in Book 34 Page 19 of Record of Surveys, Fresno County Records, lying in Section 32, Township 20 South, Range 15 East, Mount Diablo Base and Meridian, in the City of Coalinga, County of Fresno, State of California, according to the Official Plat thereof. Said right-of-way having been abandoned by Act of Congress on November 6, 1986 (Public Law 99-614) to the City of Coalinga.

Excepting therefrom all minerals and mineral rights, without right of surface access, including, without limiting, the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under the property; however, grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property in connection therewith, as reserved in the Deed recorded February 22, 1991, as Document No. 91021671, Official Records.

APN: 072-222-02ST

#### Parcel Two:

That parcel of land situate in Section 5, Township 21 South, Range 15 East, Mount Diablo Meridian, City of Coalinga, County of Fresno, State of California described as follows:

Beginning at a point that bears South 52° 20' 02" East, 40.10 feet from the point of intersection of the center line of Pacific Street and West Elm Street, as said streets are shown on that Record of Survey recorded in Book 35 of Record of Surveys at Pages 85 and 86 Fresno County records;

Thence South 52° 20' 02" East and along the Southeasterly prolongation of the center line of said Pacific Street, 950.00 feet to the most Southerly line of that parcel of land as described in Patent # 51 recorded February 16, 1895, in Patent Book "P" at Page 288;

Thence South 37° 38' 07" West and along said Southerly of said described line, distant parcel thereon 1668.38 feet to the most Southerly corner of said described parcel;

Thence North 52° 21' 18" West and along the Southwesterly line of said described parcel, distant thereon 500.26 feet to the most Southern corner of Parcel 3 as shown on Parcel Map 006 recorded in Book 29 of Parcel Maps at Pages 19 and 20 Fresno County Records;

Thence North 37° 38' 43" East along the Southeasterly line of Parcels 3 and 2 of said Parcel Map 006, 200.00 feet to the most Easterly corner of Parcel 2 of said Parcel Map 006;

Thence North 52° 21' 17" West along the Northerly line of said Parcel 2, 299.88 feet to the most Southerly corner of Parcel 1 of said Parcel Map 006;

Thence along the Easterly lines of said Parcel 1 the following three (3) courses and distances:

- 1) North 37° 38' 43" East, 343.90 feet;
- 2) North 00° 20' 16" West, 243.01 feet;
- 3) North 37° 38' 42" East, 191.99 feet;

Thence North 37° 38' 00" East, 741.65 feet to the Point of Beginning.

Excepting therefrom any portion thereof lying within that parcel of land as abandoned by Act of Congress dated November 06, 1986, Public Law 99-614.

Also excepting therefrom all that portion thereof lying within the North half of Section 5, Township 21 South, Range 15 East, M.D.B. & M.

Also excepting therefrom all that portion lying within APN 083-020-62ST as shown on the County Assessors Map.

Also excepting therefrom that portion of the land granted to Coalinga Family Associates, a California Limited Partnership, in that Grant Deed recorded February 18, 2022 as Instrument No. 2022-0022573 of Official Records.

APN: 083-020-56T, 083-020-58ST and 083-080-87ST

#### Parcel Three:

All that portion of that strip of land as abandoned by Southern Pacific Railroad Company per Act of Congress on November 6, 1986, Public Law 99-614 lying in the Southeast quarter of Section 5, Township 21 South, Range 15 East, Mount Diablo Base and Meridian, and lying 100.00 feet equally on each side of the following described center line:

Commencing at the intersection of the Southeasterly right-of-way line of Elm Avenue and the center line of Pacific Street as shown on Parcel Map No. 032, recorded in Book 51 of Parcel Maps at Pages 87 and 88, Fresno County Records; thence South 52° 20′14" East along said center line of Pacific Street a distance of 549.33 feet to the point of intersection with the centerline of said abandoned strip of land; thence South 37° 38' 43" West along said center line a distance of 610.00 feet to the "True Point of Beginning" of the center line to be described; thence South 37° 38' 43" West along said center line a distance of 1059.16 feet to Point B as shown on map recorded in Book 27 of Record of Surveys at Page 55, Fresno County Records and the terminus of the center line herein described.

The side lines of said 200.00 foot strip of land to be lengthened or shortened to terminate, on the North, in a line projected Northwesterly and Southeasterly at 90° to said herein above described center line at said "True Point of Beginning" and on the South by the Southeasterly prolongation of the Southeasterly line of Parcel 3 of Parcel Map 006 filed In Book 29 of Parcel Maps at Pages 19 and 20, Fresno County Records.

Excepting therefrom that portion of the land granted to Coalinga Family Associates, a California Limited Partnership, in that Grant Deed recorded February 18, 2022 as Instrument No. 2022-0022573 of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and other minerals, with the right to prospect for, mine, and remove same as reserved by the United States of America pursuant to Act of Congress approved March 8, 1922 (43 U.S. 912) In that certain Act entitled, "An Act to Confirm a Conveyance of Certain Real Property by the Southern Pacific Transportation Company to Ernest Pritchett and his wife, Diana Pritchett, and for other purposes", approved November 6, 1986 (Public Law 99-614).

APN: 083-020-59ST CLTA Preliminary Report Page 4 of 25



Amend

Order Number: P-597784

#### **EXCEPTIONS**

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

#### THE FOLLOWING MATTERS AFFECT PARCEL ONE:

- 1. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2024-2025, are exempt.
- 2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
- 3. Any taxes or assessments levied by:
  - A. Pleasant Valley Water District
  - B. Coalinga Union High School District
- 4. Rights of the public and of the County of Fresno, as to that portion of the herein described property lying within any public road or highway.
- 5. Riparian or water rights, claims, or title to water whether or not shown by the Public Records.
- 6. The herein land lies within the Coalinga Redevelopment Project, pursuant and subject to all terms, conditions and provisions hereof, as contained in the Redevelopment Plan recorded September 20, 1983, as (instrument) 83086883, Official Records.

**Document Link** 

7. Easements and/or notes as shown on the Survey Map filed September 16, 1986, in Book 34 of Record of Surveys, at Page 19.

**Document Link** 

- 8. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.
- 9. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.

#### THE FOLLOWING MATTERS AFFECT PARCELS TWO AND THREE:

- 10. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2024-2025, are exempt.
- 11. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
- 12. Any taxes or assessments levied by:
  - A. Pleasant Valley Water District
  - B. Coalinga Union High School District

- C. Coalinga-Huron Recreation and Park District
- D. Landscape and Lighting Maintenance District
- E. Assessment District No. 92-1
- 13. Rights of the public and of the County of Fresno, as to that portion of the herein described property lying within any public road or highway.
- 14. Riparian or water rights, claims, or title to water whether or not shown by the Public Records.
- 15. An easement over said land for county roads and incidental purposes as reserved in deed recorded March 22, 1912, Book 492, Page 413 of Deeds.

Affects: The exact location and extent of said easement is not disclosed of record.

No representation is made as to the current ownership of said easement.

**Document Link** 

16. Easements and/or notes as shown on the Survey Map filed September 29, 1975, in Book 27 of Record of Surveys, at Page 55.

**Document Link** 

17. An easement over said land for a county road and PGE power line, as disclosed on Tract No. 2750 filed on December 31, 1976 in Book 30, Pages 55 and 56 of Maps.

The exact location and extent of said easement is not disclosed of record.

**Document Link** 

18. The herein land lies within the Coalinga Redevelopment Project, pursuant and subject to all terms, conditions and provisions hereof, as contained in the Redevelopment Plan recorded September 20, 1983, as (instrument) 83086883, Official Records.

**Document Link** 

19. Easements and/or notes as shown on the Survey Map filed April 14, 1989, in Book 35 of Record of Surveys, at Pages 85-86.

**Document Link** 

20. The terms, conditions and provisions as contained in the document entitled "Consent Decree", executed by United States District Court, Eastern District of California, recorded June 21, 1990, as (instrument) 90072305, Official Records.

**Document Link** 

Said document was modified in part by instrument recorded July 27, 1990, (instrument) 90087770, Official Records.

**Document Link** 

Deed Restriction executed by the Southern Pacific Transportation Company, and the terms and provisions contained therein, recorded June 22, 1990, (instrument) 90072506, Official Records.

**Document Link** 

21. Easements and/or notes as shown on the Survey Map filed May 1, 1991, in Book 37 of Record of Surveys, at Page 47.

**Document Link** 

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- 22. The terms, conditions and provisions as contained in the document entitled "Quitclaim Deed", by and between SF Pacific Properties Inc., a Delaware corporation and Southern Pacific Transportation Company, a Delaware corporation, recorded February 19, 1992, as (instrument) 92019682, Official Records.

  Document Link
- 23. An instrument entitled "Option Agreement", in favor of Housing Assistance Corporation, a California nonprofit public benefit corporation, as optionee, and on the terms and conditions as contained therein, recorded September 2, 2003, (instrument) 2003-0208429, Official Records.

  Document Link
- 24. The terms, conditions and provisions as contained in the document entitled "Covenant to Restrict Use of Property, Environmental Restriction", executed by Redevelopment Agency of the City of Coalinga, recorded September 24, 2010, as (instrument) 2010-0126541, Official Records.

  Document Link
- 25. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.
- 26. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.
- 27. Any loss or damage, including attorneys' fees and costs, resulting from any violation or claim of violation of the California statutes commonly known by their bill number AB 1X 26 regarding the abolition of redevelopment agencies, including but not limited to failure to comply with any requirement of those statutes or to obtain any approval required by any state agencies or their governing boards or any city, county or other local governments or authorities.

#### \*\*\* CHAIN OF TITLE REPORT:

According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein: NONE

#### \*\*\* LENDER'S SUPPLEMENTAL ADDRESS REPORT:

The above numbered report is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association Loan Form Policy:

Placer Title Company states that the herein described property is City Owned and that the property address is:

Coaling Project 4 Lots, Coalinga, CA 93210

#### \*\*\*NOTICE REGARDING MAPS

Any maps provided herewith are for reference only. The property and/or easements shown are but approximations, and no assurances are given as to accuracy, reliability, dimensions or acreage. This will not limit the coverage provided by a CLTA 116, 116.1 or 116.03 endorsement if issued to the policy.

#### IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS

Please be advised that in accordance with the provisions of the California Insurance Code, Section 12413.1, any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement. Funds deposited by wire transfer may be disbursed upon receipt. Funds deposit via cashier's checks drawn on a California based bank may be disbursed the next business day. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS, OR FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

#### \*\*\* DISCLOSURE OF DISCOUNTS \*\*\*

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

- 1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
- 2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
- 3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

#### \*\*\* LENDER'S NOTE \*\*\*

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

#### \*\*\* BUYER'S NOTE \*\*\*

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

- 1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
- 2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.
- 3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
- 4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
- 5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

#### **CLTA PRELIMINARY REPORT FORM**

#### Attachment One (Rev 11-09-18)

#### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
- (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### **EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

## CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
- i. the occupancy, use, or enjoyment of the Land; ii. the character, dimensions, or location of any improvement on the Land; iii. the subdivision of land; or iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
- a. created, suffered, assumed, or agreed to by the Insured Claimant;
- b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- c. resulting in no loss or damage to the Insured Claimant;
- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
- a. fraudulent conveyance or fraudulent transfer;
- b. voidable transfer under the Uniform Voidable Transactions Act; or
- c. preferential transfer:
- i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### **EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

#### **PART I**

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

#### PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

#### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to: i. the occupancy, use, or enjoyment of the Land; ii. the character, dimensions, or location of any improvement on the Land; iii. the subdivision of land; or iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
- 2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
- a. created, suffered, assumed, or agreed to by You;
- b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
- c. resulting in no loss or damage to You;
- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or

- e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
- 4. Lack of a right:
- a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
- b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

- 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
- a. fraudulent conveyance or fraudulent transfer;
- b. voidable transfer under the Uniform Voidable Transactions Act; or
- c. preferential transfer: i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or ii. for any other reason not stated in Covered Risk 30.
- 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
- 9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
- 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

#### CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

#### **EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
- a. building;
- b. zoning;
- c. land use;
- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

#### **ALTA OWNER'S POLICY (07-01-2021)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to: i. the occupancy, use, or enjoyment of the Land; ii. the character, dimensions, or location of any improvement on the Land; iii. the subdivision of land; or iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
- a. created, suffered, assumed, or agreed to by the Insured Claimant;
- b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- c. resulting in no loss or damage to the Insured Claimant;
- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
- a. fraudulent conveyance or fraudulent transfer;
- b. voidable transfer under the Uniform Voidable Transactions Act; or
- c. preferential transfer: i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### **EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or

assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B

#### **2006 ALTA OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
- (a) a fraudulent conveyance or fraudulent transfer; or
- (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

### NOTICE FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

- 1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
- 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
- 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$45.00 payable to the escrow holder.

#### **CALIFORNIA WITHHOLDING**

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

- 1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
- 2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

- 1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
- 2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
  - a. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
  - b. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
  - c. The seller has a loss or zero gain for California income tax purposes on this sale; or
  - d. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
  - e. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
  - f. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
  - g. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
  - h. The seller is a tax-exempt entity under either California or federal law; or
  - i. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
  - j. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
  - k. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
  - I. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

# NOTICE DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE

Unless you elect otherwise (as described below), all funds received by (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.



Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions,
National Closing Solutions of Alabama, National Closing Solutions of Maryland,
North Idaho Title Insurance, Placer Title Insurance Agency of Utah,
Premier Reverse Closings, Premier Title Agency, Texas National Title,
Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

#### NOTICE AT COLLECTION AND PRIVACY POLICY

Updated December 1, 2022

This Privacy Policy ("Policy") describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, "Mother Lode," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <a href="https://www.mlhc.com/privacy-policy">https://www.mlhc.com/privacy-policy</a>.

<u>How Do We Collect Your Information?</u> We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <a href="https://www.mlhc.com/privacy-policy">https://www.mlhc.com/privacy-policy</a>.

<u>How Do We Share Your Information?</u> We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <a href="https://www.mlhc.com/privacy-policy">https://www.mlhc.com/privacy-policy</a>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <a href="https://www.mlhc.com/privacy-policy">https://www.mlhc.com/privacy-policy</a>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact Us privacy@mlhc.com or toll free at 1-877-626-0668

#### For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at <a href="www.mlhc.com/privacy-policy">www.mlhc.com/privacy-policy</a> or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at <a href="www.mlhc.com/privacy-policy">www.mlhc.com/privacy-policy</a> or by calling toll-free at 1-877-626-0668.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at <a href="www.mlhc.com/privacy-policy">www.mlhc.com/privacy-policy</a> or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at <a href="www.mlhc.com/privacy-policy">www.mlhc.com/privacy-policy</a> or by calling toll-free at 1-877-626-0668.

<u>Verification Process</u>. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

<u>Notice of Sale and Share</u>. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

<u>Right of Non-Discrimination</u>. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Mother Lode will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <a href="https://www.mlhc.com/privacy-policy">https://www.mlhc.com/privacy-policy</a>.

<u>Notice of Disclosure</u>. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <a href="https://www.mlhc.com/privacy-policy">https://www.mlhc.com/privacy-policy</a>.

#### **GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow

Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

**Privacy Notice** 

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

<u>What Type Of Information Do We Collect About You?</u> We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

<u>How Do We Use Your Information?</u> We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

<u>How Do We Share Your Information?</u> We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

<u>How Do We Store and Protect Your Information?</u> The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

<u>How Long Do We Keep Your Information?</u> We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

**Contact Us** dataprivacy@firstam.com or toll free at 1-866-718-0097.

#### For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

<u>Right of Deletion</u>. You also have a right to request that we delete the <u>personal information</u> we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

<u>Verification Process</u>. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

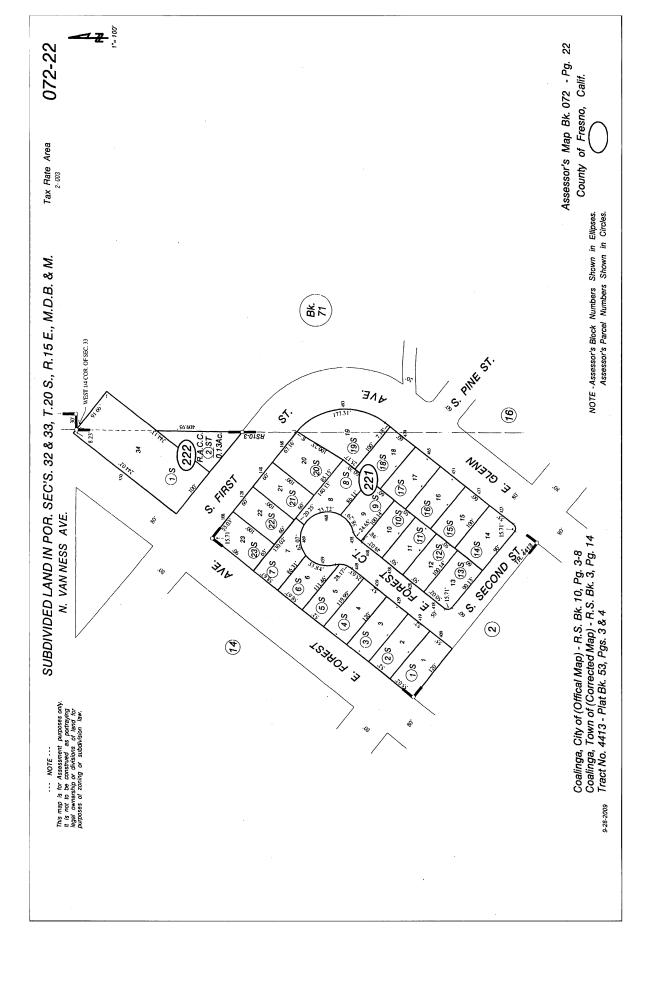
**Notice of Sale**. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

<u>Right of Non-Discrimination</u>. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

<u>Notice of Disclosure</u>. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.



NOTE - Assessor's Block Numbers Shown in Ellipses. Assessor's

Assessor's Map Bk. 83 - Pg. 08

County of Fresno, Calif.

H 06/23/2023 SL 23R

Recording Requested By:			
When recorded mail this deed and, ur otherwise shown below, mail tax state			
NAME: City of Coalinga Attention: City Clerk ADDRESS: 155 West Durian CITY: Coalinga STATE & ZIP: CA, 93210			
APN: 083-020-56ST, 083-020-58ST, 083-	-020-59ST, 083-0	80-87ST	Above Space for Recorder's Use Only
	(	QUITCLAIM DEED	
THE UNDERSIGNED GRANTOR(S) DECLAR  computed on full value of proper  computed on full value of items  Unincorporated area	erty conveyed, or	remaining at time of sale,	CITY TAX \$
FOR A FULL VALUABLE CONSIDERAT Successor Agency to the former Redeve Coalinga, a Municipal Corporation of the Fresno, State of California: described in Dated:	elopment Agency State of Californ	of the City of Coalinga hereby nia, the following described rea	remise, release and forever quitclaim to <u>City of</u> I property in the <u>City of Coalinga, County of</u>
A notary public or other officer completing only the identity of the individual who sign which this certificate is attached, and not accuracy, or validity of that document.	ned the document t		
STATE OF CALIFORNIA} COUNTY OF SS	3		
his/their/her authorized capacity (ies), an	nd that by his/her	who proved to me instrument and acknowledged	otary Public, personally appeared on the basis of satisfactory evidence to be the to me that he/she/they executed the same in rument the person(s), or the entity upon behalf
of which the person(s) acted, executed to	the instrument.		
I certify under PENALTY OF PERJUR' correct.	Y under the laws	s of the State of California th	at the foregoing paragraph is true and
WITNESS my hand and official seal.			
SIGNATURE	_(SEAL)		
Mail Tax Statement to:			

That parcel of land situate in Section 5, Township 21 South, Range 15 East, Mount Diablo Meridian, City of Coalinga, County of Fresno, State of California described as follows:

Beginning at a point that bears South 52° 20' 02" East, 40.10 feet from the point of intersection of the center line of Pacific Street and West Elm Street, as said streets are shown on that Record of Survey recorded in Book 35 of Record of Surveys at Pages 85 and 86 Fresno County records; Thence South 52° 20' 02" East and along the Southeasterly prolongation of the center line of said Pacific Street, 950.00 feet to the most Southerly line of that parcel of land as described in Patent # 51 recorded February 16, 1895, in Patent Book "P" at Page 288; Thence South 37° 38' 07" West and along said Southerly of said described line, distant parcel thereon 1668.38 feet to the most Southerly corner of said described parcel; Thence North 52° 21' 18" West and along the Southwesterly line of said described parcel, distant thereon 500.26 feet to the most Southern corner of Parcel 3 as shown on Parcel Map 006 recorded in Book 29 of Parcel Maps at Pages 19 and 20 Fresno County Records; Thence North 37° 38' 43" East along the Southeasterly line of Parcels 3 and 2 of said Parcel Map 006, 200.00 feet to the most Easterly corner of Parcel 2 of said Parcel Map 006; Thence North 52° 21' 17" West along the Northerly line of said Parcel 2, 299.88 feet to the most Southerly comer of Parcel 1 of said Parcel Map 006; Thence along the Easterly lines of said Parcel 1 the following three (3) courses and distances: 1) North 37° 38' 43" East, 343.90 feet; 2) North 00° 20' 16" West, 243.01 feet; 3) North 37° 38' 42" East, 191.99 feet; Thence North 37° 38' 00" East, 741.65 feet to the Point of Beginning. Excepting therefrom any portion thereof lying within that parcel of land as abandoned by Act of Congress dated November 06, 1986, Public Law 99-614. Also excepting therefrom all that portion thereof lying within the North half of Section 5, Township 21 South, Range 15 East, M.D.B. & M. Also excepting therefrom all that portion lying within APN 083-020-62ST as shown on the County Assessors Map. Also excepting therefrom that portion of the land granted to Coalinga Family Associates, a California Limited Partnership, in that Grant Deed recorded February 18, 2022, as Instrument No. 2022-0022573 of Official Records.

APN: 083-020-56T, 083-020-58ST and 083-080-87ST

All that portion of that strip of land as abandoned by Southern Pacific Railroad Company per Act of Congress on November 6, 1986, Public Law 99-614 lying in the Southeast quarter of Section 5, Township 21 South, Range 15 East, Mount Diablo Base and Meridian, and lying 100.00 feet equally on each side of the following described center line:

Commencing at the intersection of the Southeasterly right-of-way line of Elm Avenue and the center line of Pacific Street as shown on Parcel Map No. 032, recorded in Book 51 of Parcel Maps at Pages 87 and 88, Fresno County Records; thence South 52° 20'14" East along said center line of Pacific Street a distance of 549.33 feet to the point of intersection with the centerline of said abandoned strip of land; thence South 37° 38' 43" West along said center line a distance of 610.00 feet to the "True Point of Beginning" of the center line to be described; thence South 37° 38' 43" West along said center line a distance of 1059.16 feet to Point B as shown on map recorded in Book 27 of Record of Surveys at Page 55, Fresno County Records and the terminus of the center line herein described.

The side lines of said 200.00 foot strip of land to be lengthened or shortened to terminate, on the North, in a line projected Northwesterly and Southeasterly at 90° to said herein above described center line at said "True Point of Beginning" and on the South by the Southeasterly prolongation of the Southeasterly line of Parcel 3 of Parcel Map 006 filed In Book 29 of Parcel Maps at Pages 19 and 20, Fresno County Records.

Excepting therefrom that portion of the land granted to Coalinga Family Associates, a California Limited Partnership, in that Grant Deed recorded February 18, 2022, as Instrument No. 2022-0022573 of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and other minerals, with the right to prospect for, mine, and remove same as reserved by the United States of America pursuant to Act of Congress approved March 8, 1922 (43 U.S.912) In that certain Act entitled, "An Act to Confirm a Conveyance of Certain Real Property by the Southern Pacific Transportation Company to Ernest Pritchett and his wife, Diana Pritchett, and for other purposes", approved November

6, 1986 (Public Law 99-614).

APN: 083-020-59ST



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

Subject:	Code Enfo	Code Enforcement Monthly Report for September 2024		
Meeting 1	Date: Thursday, 1	Thursday, November 7,2024		
From:		Sean Brewer, Interim City Manager		
Prepared	by: Yaneth Ibar	Yaneth Ibarra, Code Enforcement Officer		
I. REC	OMMENDATION:			
II. BAC	CKGROUND:			
III. DIS	CUSSION:			
IV. ALT	ERNATIVES:			
v. FISC	CAL IMPACT:			
ATTACH	IMENTS:			
Fil	e Name	Description		
□ Sep	otember_2024.pdf	Code Enforcement Report September 2024		



### **Code Enforcement Activity**

September 2024	Notices	Pending	Cited	Completed
Boken Fence	4	1	3	
Duty to Maintain Side Walks	5	3	2	
In-Op Vehicles	27		1	10
Garbage Receptacles	7			7
Junk Trash Debris	21			17
Over Grown Weeds	26	2	2	16
Recreational Vehicles	3			3
Semi-Trucks Residential	2			2
Shopping Carts	5			5
Unpermitted Business- Eyelashes	2		2	1
Unpermitted Business-Car Detail	1		1	1
Unpermitted Business-realtor/Broker	9	7		2
Unmaintained pools	2			2
Vehicles on Lawn	12			7
Vacant Reg- Property Maintenance	1	1		
Total	127	14	11	73
72 Hour Parking Warning	33		13	33
Vehicle Tows				2
Water Conservation				

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

Subject:	Coalinga Police Department Monthly Report for	September 2024
<b>Meeting Date:</b>	Thursday, November 7, 2024	
From:	Sean Brewer, (i)City Manager	
Prepared by:	Jose Garza, Chief of Police	
I. RECOMMEND	ATION:	
ii RECOMMEND		
II. BACKGROUN	D:	
III. DISCUSSION:	:	
IV. ALTERNATIVE	ES:	
V. FISCAL IMPAC	CT:	
ATTACHMENTS:		
File Name	Descript	ion
□ September_2024_Mo		2024 Crime Report

# September 2024 Monthly Report

The Coalinga Police Department, in partnership with the community, continues to do an outstanding job in addressing and reducing crime in the city. According to the Month to Month and Year to Year Table of Part 1 Crimes (See Table below), crimes are down by 24% Year to Date compared to last year 2023. For the month of September 2024, Part 1 crimes were down by 18% compared to September 2023, which was primarily due to a decrease in the number of larcenies and assaults. We need to keep the momentum going and work together to hold these criminals accountable for their actions.

PART1 CRIMES						
	Last	This	%	YTD	ALD	%
	SEPT	SEPT	CHANGE	2023	2024	CHANGE
HOMICIDE	0	0	0%	0	1	100%
RAPE	0	0	0%	5	3	-40%
ROBBERY	0	0	0%	2	2	0%
ASSAULT	17	14	-18%	101	105	4%
BURGLARY	3	3	0%	16	14	-13%
LARCENY	8	5	-38%	79	34	-57%
AUTO THEFT	0	1	100%	13	5	-62%
TOTALPARTONE	28	23	-18%	216	164	-24%

Respectfully, Jose V Garza Chief of Police

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

**Subject:** Discussion, Direction and Potential Action related to the Coalinga Electronic Sign

Relocation Budget and Plan

Meeting Date: Thursday, November 7, 2024

From: Sean Brewer, Interim City Manager
Prepared by: Sean Brewer, Interim City Manager

#### I. RECOMMENDATION:

Authorize the City Manager to proceed with the relocation of the community pride sign currently located at the corner of Elm Ave and Cherry Lane to its recommended new location.

#### II. BACKGROUND:

The community pride sign was designed and constructed in 2009 paid for by the Redevelopment Agency (RDA) when it was still active. The City has recently processed and approved a new commercial development (Starbucks) to be located at the corner of Elm Ave and Cherry Lane and, in order to accommodate the new development, the City will need to relocate the sign and pumper jack to the city-owned triangle parcel at Grant Street and Baker near the Tropicana. The parcel where the sign is currently located is owed by the developer and that additional land is needed to make the development work. The developer is willing to work with the City in order to access the site and remove the infrastructure as needed.

In September, the City Council directed staff to look at alternative locations for the relocation of the electronic sign. Staff has included the original location and one additional site for councils consideration.

#### III. DISCUSSION:

Staff has been working with the developer, City Engineer and a sign company to develop a detailed plan and cost estimate to relocate the existing sign to its new location. Attached is a layout of the new sign location as well as the placement of the "horned toad" pumper jack and memorial plaque and tree for Rudy Flores.

In September a second location was presented to the Council at the walking beam at the southeast corner of Phelps and Elm Ave as there is good visibility and near a signal as recommended by the Council the last time this item was discussed. After discussion this location posed some constraints from power and grade issues effecting potential visibility.

Staff went back and brainstormed other locations in the City that may be suitable for the sign and ruled them out due to several factors such as visibility, room on the site, access to infrastructure, and ownership. After considering alternative locations the following two locations could work, however it is still staffs recommendation that the triangle location at Grant Street would be the most suitable for this sign.

The second location in addition to the property on Grant Street would be the southwest corner of the Forest and E. Polk intersection. A copy of the location and potential angles have been provided attached to the this report. Staff will have to reach out to the property owner to inquire about some additional right-of-way that

would need to be acquired.

In addition to relocating the sign, staff, in the alternatives section, has provided an alternative to take the opportunity to replace the existing electronic message boards with newer units (Watchfire High Resolution Message Boards) as the the technology has improved significantly and the existing boards are starting to fail and repairs are becoming very costly and difficult to find parts. This could be an opportunity to upgrade the panels and increase the life of the sign as well as provide added opportunity to advertise information clearly as the current sign has limitations due to its age.

#### IV. ALTERNATIVES:

- Included in the requested budget is the replacement of the two existing electronic message boards with two new Watchfire 10mm units that will serve as a direct replacement to the existing sign design.
- Relocate sign to the triangle parcel on Grant street.
- Relocate the sign to Forest and Polk.
- Disassemble the sign and do not relate the sign to a new location.

#### V. FISCAL IMPACT:

The estimated cost for the relocation which would include engineering, disassembling the existing sign and pumper jack, reinstalling at the new location with new power, water service and wireless connectivity is approximately \$84,900.00.

If the City Council were to include replacing the existing electronic message boards with new units, the total budget would need to be \$143,900.00.

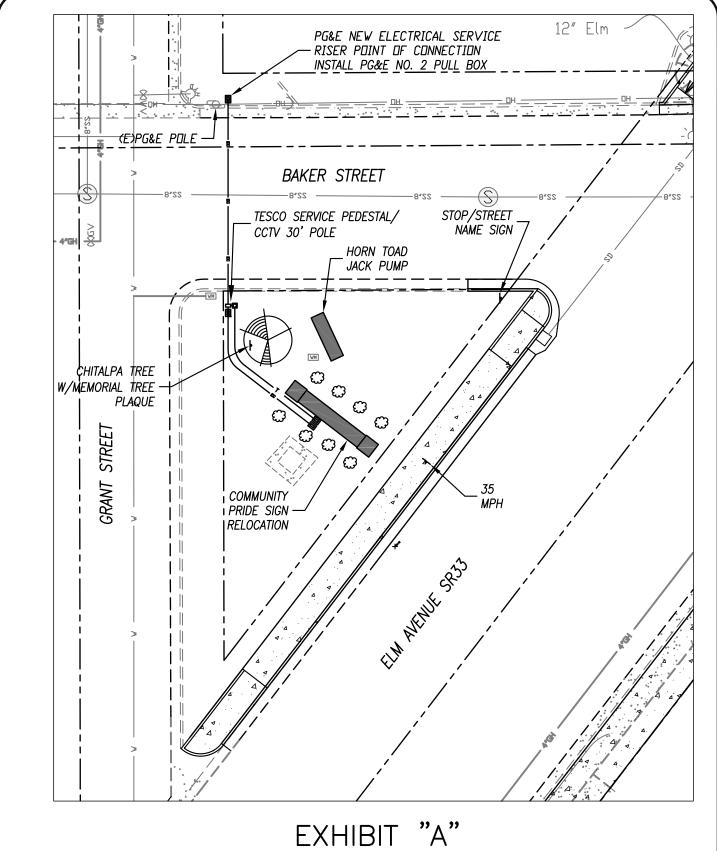
This does not include contingency so staff would request a total authorization of \$150,000.00.

This project will have to be funded by the General Fund and staff is recommending the use of one time fund balance to cover these one time expenses in combination of budgeted grounds and maintenance funds that were going to be used to beautify the triangle parcel at Grant and Baker (\$5,000). Future ongoing maintenance can be absorbed in the grounds and maintenance budget but the one time cost for the relocation will have to come from one time reserve funds as this was not budgeted. Once authorized, staff will begin working on the relocation plan to ensure that the Starbucks development is not delayed.

Description

## ATTACHMENTS:

	r he Name	Description
D	Pride_Sign_Relocation_Exhibit_A_060424.pdf	EMB Relocation Site Plan
D	Tree_for_Flores_Memorial.jpg	Tree for Flores Memorial
D	New_Pride_Sign_Location_2a.pdf	New Sign Location - Superimposed - Grant
D	3081_CostEst_070724.pdf	Engineers Cost Estimate w/ New Message Boards
D	Pride_Sign_Location_Exhibit_Polk-Forest.pdf	Forest & Polk Location



COMMUNITY PRIDE SIGN RELOCATION



Tri City Engineering, Inc. Engineers Surveyors 4630 W. Jennifer Ave. #101 Fresno, CA 93722-6415 PH: 559-447-9075 FAX 559-447-9074

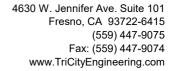
www.TriCityEngineering.com

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1"=20' Scale: 2024.Jun.04 DJ Date: Drwn: Chckd: DJ JN#: 3081









# PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST City of Coalinga - Community Pride Sign Re-location

JN 3081 Created: *June 11, 2024* Revised: *July 8, 2024* 

## **GENERAL ITEMS**

Item No.	Description	Unit	Quantity	<b>Unit Price</b>	Extension
1	MOBILIZATION / GENERAL REQUIREMENTS	LS	1	\$3,870.00	\$ 3,870.00
2	WORKER SAFETY	LS	1	\$2,440.00	\$ 2,440.00
3	TRAFFIC CONTROL	LS	1	\$1,010.00	\$ 1,010.00
4	DUST CONTROL	LS	1	\$1,090.00	\$ 1,090.00
ST-G		GENERA	AL ITEMS S	SUBTOTAL	\$ 8,400.00

## **SIGN RELOCATION ITEMS**

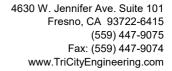
Item No.	Description	Unit	Quantity	Un	it Price	Extension
5	24" DIA X 7.5' DEEP DIRECT BURIAL FOOTINGS	EA	2	\$	1,800.00	\$ 3,600.00
6	STEEL SQUARE HSS 8"X8"X3/16"X 20'-4" LONG COLUMN POST	EA	2	\$	1,500.00	\$ 3,000.00
7	REMOVE AND RE-INSTALL ALUMINUM SKIN CLADDING	EA	1	\$	2,500.00	\$ 2,500.00
8	REMOVE AND RE-INSTALL 1" BACKER BRD MASONRY VENEER	EA	1	\$	1,200.00	\$ 1,200.00
9	3'-2" SQ CONCRETE PAD	SF	20	\$	20.00	\$ 400.00
10	RE-INSTALL ILLUMINATED ARCH & HORIZONTAL SUPPPORT	EA	1	\$	4,000.00	\$ 4,000.00
11	REMOVE LED DISPLAY & COC LOGO/RE-INSTALL COC LOGO	EA	1	\$	4,000.00	\$ 4,000.00
12	REMOVE DOUBLE POLE SIGN TO GRADE/CAP PIPE COLUMNS	EA	1	\$	4,000.00	\$ 4,000.00
13	10MM WATCHFIRE LED DISPLAY READER BOARD SIGN	EA	1	\$	59,000.00	\$ 59,000.00
SL-1	SIGN RELO	CATIO	N ITEMS	SUE	BTOTAL	\$ 81,700.00

## **ELECTRICAL ITEMS**

Item No.	Description	Unit	Quantity	Uni	t Price	Extension
12	PAVEMENT / CONCRETE REMOVAL AND DISPOSAL	CY	3	\$	250.00	\$ 750.00
13	AC PAVEMENT / CONCRETE TRENCH RESURFACING	CY	3	\$	500.00	\$ 1,500.00
14	TESCO 26-100 SERVICE PEDESTAL	EA	1	\$	4,250.00	\$ 4,250.00
15	CALTRANS NO. 3 1/2 PULLBOX	EA	3	\$	900.00	\$ 2,700.00
16	PG&E NO. 2 SPLICE BOX & EXTENSION	EA	1	\$	4,000.00	\$ 4,000.00
17	2" ELECTRICAL CONDUIT/W #10 COPPER WIRE	LF	78	\$	30.00	\$ 2,340.00
18	1" TELEPHONE DUCT/W #10 AWG TELEPHONE SERVICE	LF	31	\$	20.00	\$ 620.00
19	TELEPHONE CABINET REMOVAL/RE-MOUNTING/#10 AWG	EA	1	\$	2,200.00	\$ 2,200.00
20	CCTV 30' POLE RELOCATION/NEW FOUNDATION/ANCHORS	EA	1	\$	3,000.00	\$ 3,000.00
21	WIRELESS ANTENNA/COAXIAL CABLE RE-MOUNTING	EA	1	\$	2,200.00	\$ 2,200.00
SL-2	ELE	CTRICA	L ITEMS	SUB	TOTAL	\$ 23,600.00

## **PROJECT ENGINEERING**

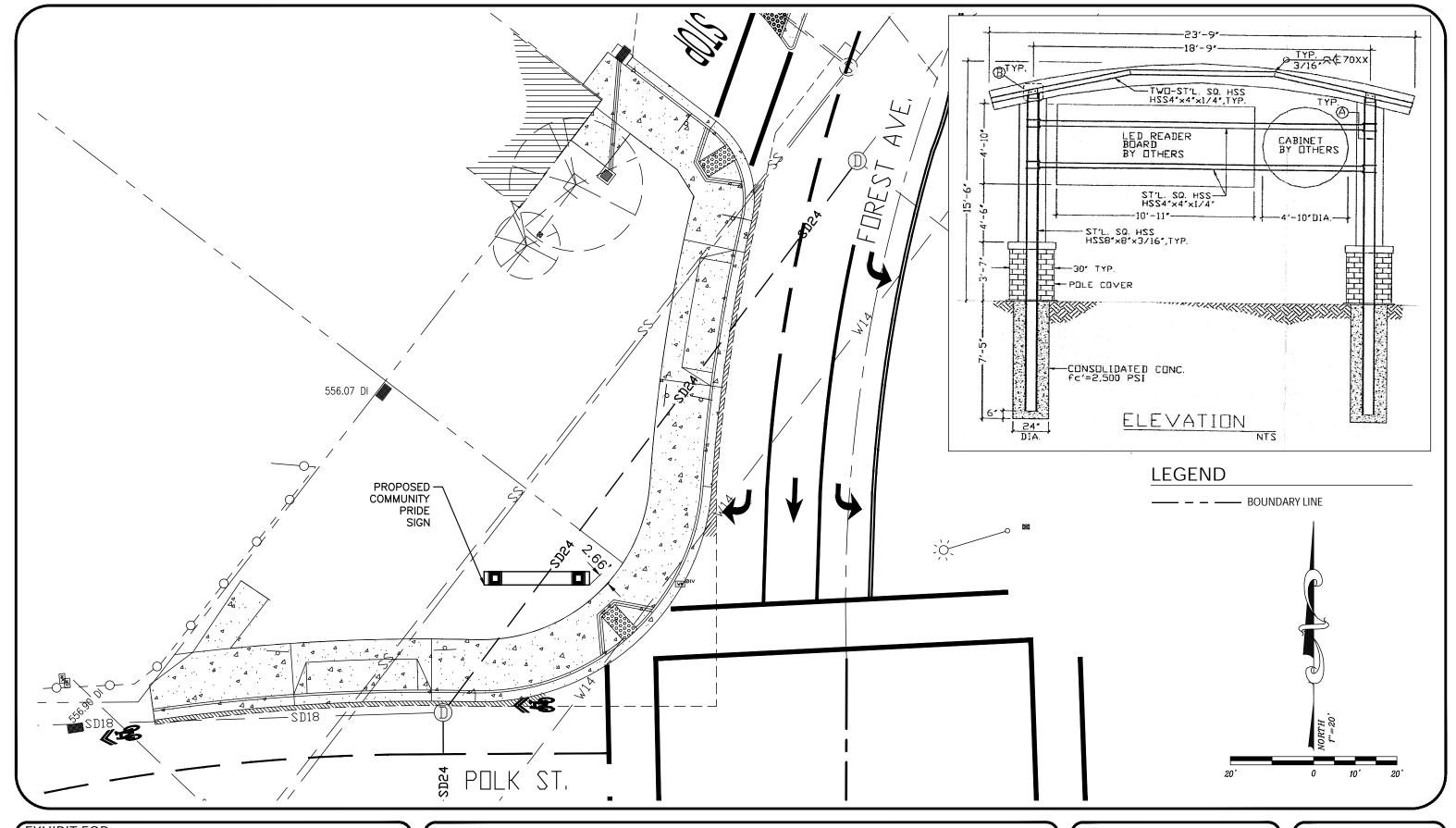
Item No.	Description	Unit	Qtv.	U	nit Price	xtension
22	ENGINEERING DESIGN SERVICES	LS	1		17,100.00	\$ 17,100.00
23	CONSTRUCTION MANAGEMENT SERVICES	LS	1	\$	9,100.00	\$ 9,100.00
24	PG&E RULE 20 ELECTRICAL SERVICE/METER SET	LS	1	\$	4,000.00	\$ 4,000.00
PE-1		<b>PROJECT ENGIN</b>	<b>EERING</b>	SU	IBTOTAL	\$ 30,200.00





**SUMMARY OF CONSTRUCTION COST** 

Section	Description		Subtotal
ST-G	GENERAL ITEMS SUBTOTAL	\$	8,400.00
SL-1	SIGN RELOCATION ITEMS SUBTOTAL	\$	81,700.00
SL-2	ELECTRICAL ITEMS SUBTOTAL	\$	23,600.00
PE-1	PROJECT ENGINEERING SUBTOTAL	\$	30,200.00
	CONSTRUCTION TOTAL	\$ 1	43,900.00



**EXHIBIT FOR:** 

FOREST AVE. AND POLK ST. PRIDE SIGN RELOCATION

**CALIFORNIA** COALINGA,



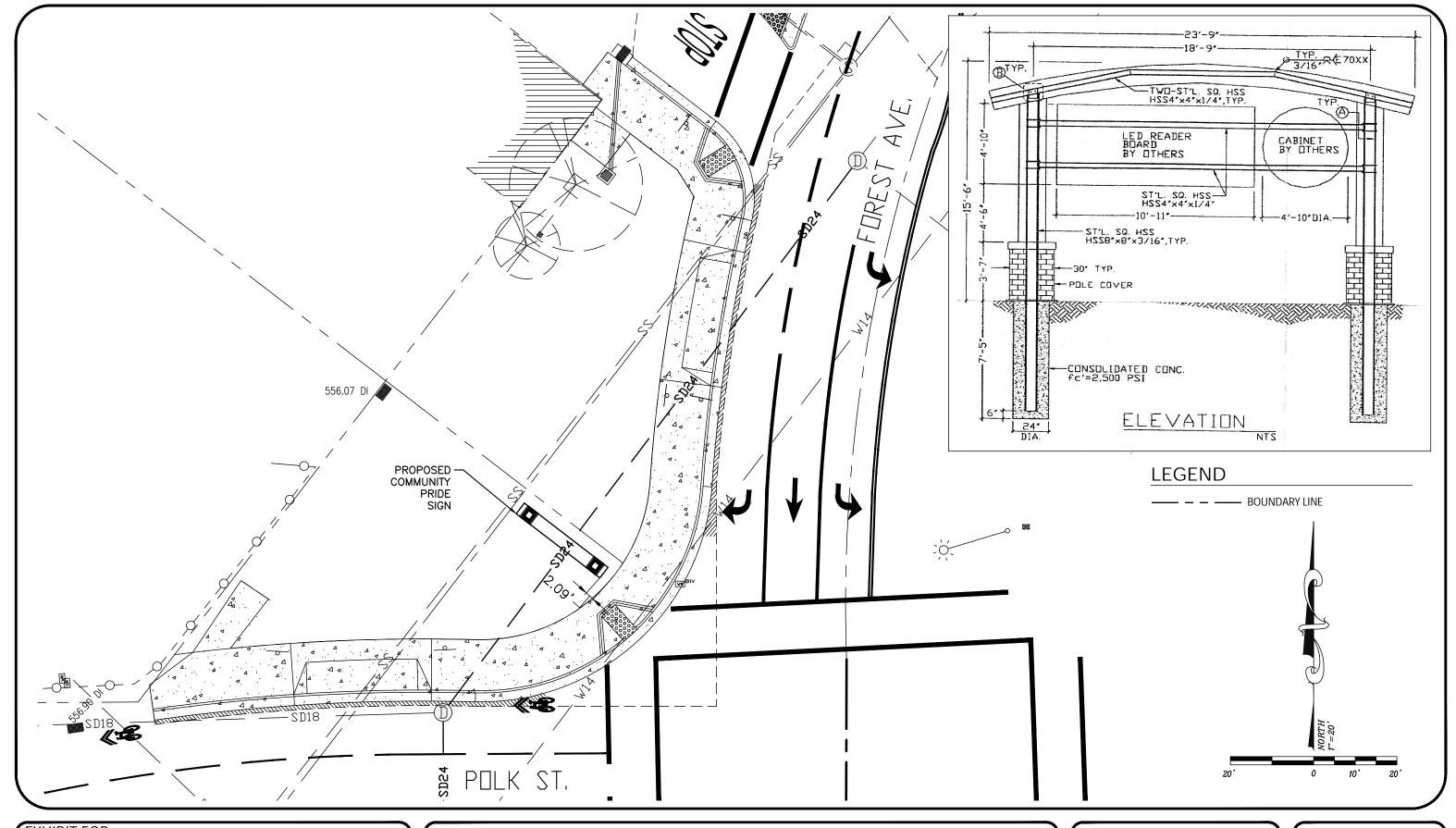
Tri City Engineering, Inc. Surveyors

4630 W. Jennifer Ave. #101
Fresno, CA 93722-6415
PH: 559-447-9075
FAX 559-447-9074

www.TriCityEngineering.com

DATE APPRVD. REVISION

1"=20' Scale: 2024.Oct.11 Z.M. Date: Drwn: Chckd: D.J. JN#: PAGE: 2054 1 OUT OF



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FOREST AVE. AND POLK ST. PRIDE SIGN RELOCATION

**CALIFORNIA** COALINGA,



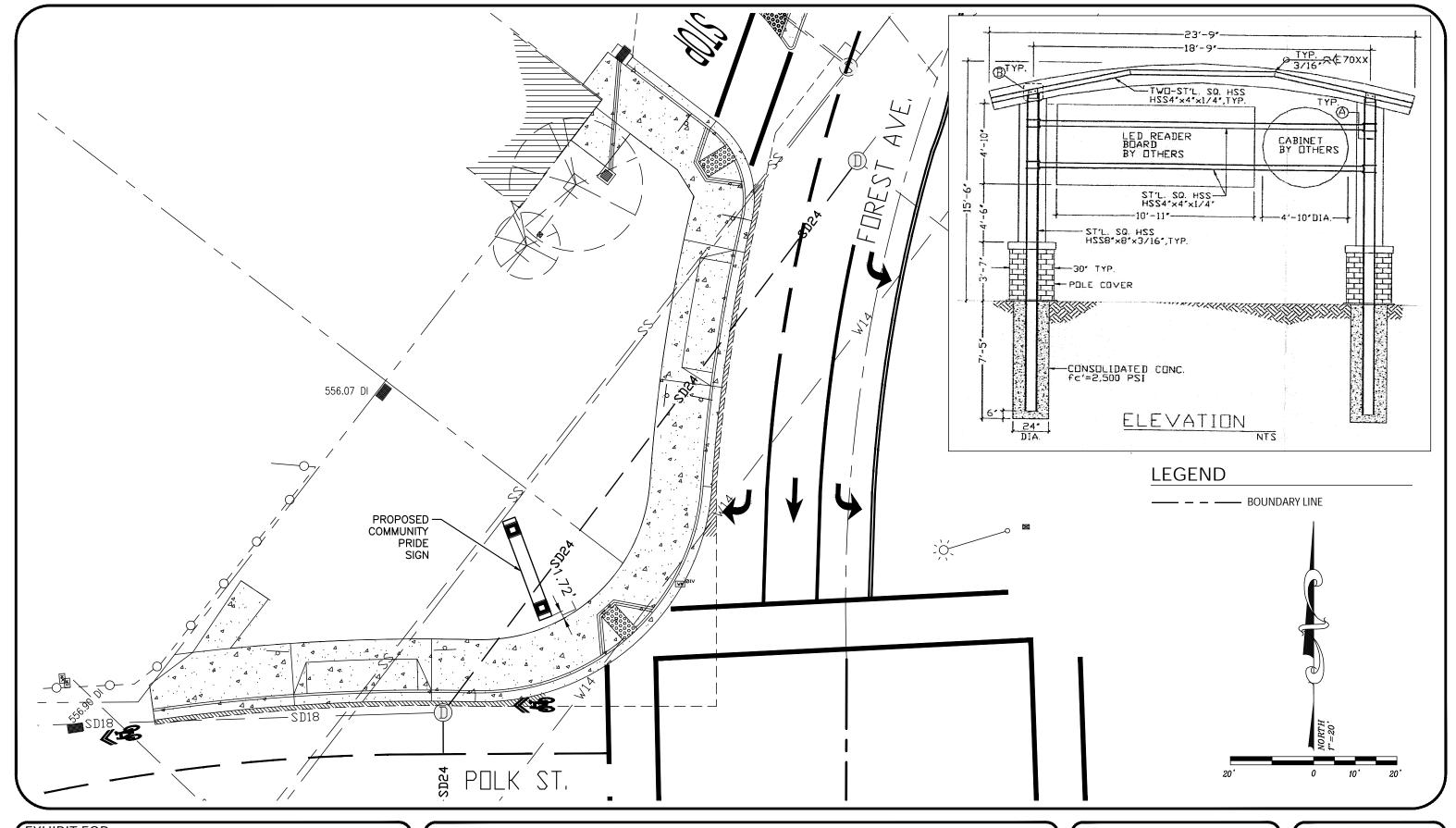
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## STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** Fire Department Update on the Abatement of Burned Properties and Potential

Action by the City Council

Meeting Date: Thursday, November 7, 2024

From: Sean Brewer, Interim City Manager
Prepared by: Justin Milligan, Battalion Chief

### I. RECOMMENDATION:

Staff recommends the following:

• Using Coalinga Municipal Code Sec. 8, Chapter 5 declaring the subject properties a Public Nuisance and abate the properties at the initial expense of the City with an expectation of cost recovery in the future thought liens and other encumbrances.

• Direct staff to create a reimbursement account and expense account to track expenses and receivables from property abatements.

#### II. BACKGROUND:

Here is just a brief background on Municipal Code Sec. 8, Chapter 5 that is already in place.

## Sec. 8-5.04. - Public nuisances: Notices to abate.

After investigation, it shall be the duty of the Fire Chief to notify the owner of any building partially or totally destroyed by fire which the Fire Chief has adjudged to be a nuisance that such building is a nuisance and that such nuisance shall be abated. The owner shall, within ninety (90) days after receiving such notice, reconstruct, repair, or remove such building or the remains thereof. Such notice shall be mailed by registered mail to the last known address of the owner and shall also be posted on the property.

(§ 5, Ord. 228)

## Sec. 8-5.05. - Public nuisances: Notices to abate: Failure to comply.

If the owner of any building partially or totally destroyed by fire fails to comply with the notice provided for in Section 8-5.04 of this chapter by failing to reconstruct, repair, or remove any such building as directed by such notice within ninety (90) days after the date of the receipt of such notice, such owner will be guilty of an infraction.

(§ 6, Ord. 228, as amended by § 15, Ord. 452, eff. June 2, 1976)

## • Sec. 8-5.06. - Public nuisances: Abatement by City: Costs: Liens.

Any building destroyed to the extent of fifty (50) percent or more by fire, and adjudged to be a nuisance by the Fire Chief as set forth in Section 8-5.03 of this chapter, which building shall not have

been reconstructed, repaired, or removed within ninety (90) days after the date of the receipt of the notice by the owner, as set forth in Section 8-5.05 of this chapter, shall be abated by the order of the Fire Chief at the expense of the City. The cost of abating such nuisance shall become a lien on the property.

(§ 7, Ord. 228)

## III. DISCUSSION:

Since October of 2021, Coalinga Fire Department has responded to 12 structure fires which could have been deemed a Public Nuisance. Of these fires, only 2 have not been addressed by property owners.

Both properties are a considerable blite in the community. Both have had multiple calls for service by the police department for vandalism, theft, and trespassing. And one burned a second time.

The house at 154 Buchannan had a fire on 8/7/2022 and 325 E. Houston on 2/5/2022. Both houses have over 50% damage and have been deemed nuisance properties by the Fire Chief. Both properties have been posted with abatement notices and certified letters sent to registered owners for over 90 days. As of September 2024, the Fire Department has not been contacted by the owner or family regarding either of the properties.

After reaching out to Griswold Lasalle, Nick Matoian recommended using provisions provided by the Coalinga Municipal Code Title 8, Chapter 5. To complete the process, the City Attorney will file to obtain an abatement warrant with the Fresno County Superior Court. This process typically takes 10 days for approval.

Once the warrant is approved, it will be posted on the buildings for 30 days. After 30 days, a 24-hour notice to remove all personal property shall be posted. The abatement process can then be performed. Once the abatement process is started, we will have 10 days to complete the work. After it is completed, a signed warrant will be returned to the court indicating what actions were taken and the results of those actions.

If the City Council approves moving forward with the abatement, the City will then direct the City Attorney to institute a lawsuit to collect all costs incurred by the abatement process. All costs will be to the lien on the property. The City Attorney will also include the costs of their services at an hourly rate.

## IV. ALTERNATIVES:

1. Chose not to abate the properties. (not recommended)

#### V. FISCAL IMPACT:

Potentially zero cost to the City. All upfront costs will eventually be recovered.

After reaching out to Tri City Engineering, this is the estimated cost to abate the houses:

- 1. 325 Houston Building Demolition costs itemized.
  - 1. San Joaquin Valley Air Pollution Control District Demolition Permit: \$317.00
  - 2. Asbestos Survey Report preparation: \$1,800.00
  - 3. Contractor Demolition and Asbestos removal: 825 sq ft building @ \$25 per sf ft = \$20,625.00
  - 4. City Engineer bid documents and permits preparation: \$5,000.00

## Total cost = \$27,742.00

- 2. 154 Buchanan Building Demolition costs itemized.
  - 1. San Joaquin Valley Air Pollution Control District Demolition Permit: \$317.00
  - 2. Asbestos Survey Report preparation: \$1,800.00
  - 3. Contractor Demolition and Asbestos removal: 950 sq ft building @ \$25 per sf ft = \$23,750.00
  - 4. City Engineer bid documents and permits preparation: \$5,000.00

Total cost = \$30,867.00

In addition, the City Attorney stated their work would be billed at the standard hourly rate. This would include two to three hours for filling out documentation. Additional fees for filing the lawsuit and filling the lien would also be applied.

If the City Council approves moving forward with the abatement of the above properties, staff will prepare a receivable account and expense account with the intent that costs will eventually be recovered. However, this may or may not occur in the same fiscal year.

## ATTACHMENTS:

File Name

Description

No Attachments Available

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

**Subject:** Discussion, Direction and Potential Action Related to Solar Lights as a Citywide

Standard

Meeting Date: Thursday, November 7, 2024

From: Sean Brewer, Interim City Manager
Prepared by: Sean Brewer, Interim City Manager

## I. RECOMMENDATION:

It is recommended that the Coalinga City Council approve solar lighting as a new standard for on and off-street lights throughout the city. It is also recommended that the solar lights be provided by Fonroche Lighting America or approved equal.

## II. BACKGROUND:

Pacific Gas & Electric (PG&E) has been providing electricity for on-street lighting and off-street light since the 1900's. The city relies on PG&E for any type of adjustment and it often takes several months for them to respond and schedule the adjustment. The city recognizes there is a push an eco-friendly environment and has used Fonroche for the last five years on various projects and have another five projects in development that plan to use Fonroche lights. Their street light options offer advantages including energy efficiency, low maintenance, easy installation, cost-effectiveness, versatility, environmental friendliness and last longer than traditional lighting.

## III. DISCUSSION:

The goal is for the city to own and control streetlighting infrastructure and implement renewable energy, while improving costs, responsiveness, safety and security.

Implementing solar lights than electrical traditional lights will allow the city and developers to go solar rather than relying on PG&E. It will allow the city to have full control over their street light infrastructure rather than relying on PG&E. Solar lighting will create a sustainable future in renewable energy and encourage developers to reduce their carbon footprint. It will help bring down the cost of implementing a street light as the solar will just include the product itself and a foundation rather than underground trenching and conduits to provide electricity to the light, hiring an electrician and PG&E to power the light, and a continuing cost for that electricity from PG&E. By sole sourcing Fonroche, the city will be able to use their LoRA wireless central control and monitoring through a digital app to control and respond to maintenance issues fast. It will also allow for safe and secure infrastructure for the public as solar energy can be reliable and safer in incidents like traffic crashes, extreme weather provoking outages.

Fonroche Lighting is the largest Solar Lighting Manufacturer worldwide. Their Fonroche Lighting America headquarters is in Fort Worth Texas but have representatives within California and service many municipalities throughout California. They are the only approved manufacture for the Los Angeles Bureau and have approximately 1000 permanent streetlights implemented. They provide an 8-year full warranty and

their products are Buy America Compliant which is an important factor for the City's federally funded projects. It is recommended to sole source solar street lights as we have been working with them on over 10 projects throughout the last five years and they provide a digital app that will allow the city to control and maintain all solar lights citywide.

## IV. ALTERNATIVES:

The alternative to this council action would be to reject the city's mission to reduce their carbon footprint and control their own infrastructure and to continue relying on PG&E and paying for electrical lighting citywide.

## V. FISCAL IMPACT:

Total authorization request for this contract is \$0.00 as it is just an implementation to go solar.

There will be no fiscal impact to the General Fund.

## ATTACHMENTS:

File Name

Description

O3\_FLA\_-\_Sole\_Source\_Letter.pdf

Sole Source Letter

O4\_FLA\_-\_Sole\_Source\_Technical\_File.pdf

O5\_Coalinga\_Lighting\_Standards\_A21-A25.pdf

Coalinga\_Lighting\_Standards



Fonroche Lighting America 4900 David Strickland Rd Forest Hill, TX 76119 339-225-4530 FonrocheSolarLighting.com

August 13, 2024

To whom it may concern;

Please find this letter and attached supplemental technical file as sole source documentation for Fonroche Lighting America products, being completely unique. These products are purchased directly by municipality institutions from Fonroche Lighting America, at the address listed above. Fonroche Lighting America is the only manufacturer in the World manufacturing systems with the following attributes:

- 1. Unique Nickle Metal Hydride (NiMH) battery technology, sized for street and roadway applications. NiMH is important for use in autonomous solar lighting because it is the only battery technology capable withstanding hot and cold temperature climates of -40° +158°, with a replacement lifespan greater than 10 years.
- 2. Only solar lighting manufacturer capable of central control and management of solar street lighting infrastructure. Allows cities to monitor and control functionality of solar street lighting infrastructure. Fonroche has a connected infrastructure base of 110,000 solar streetlights, sending over 7 million messages per day. This central control system provides a customer facing street light monitoring portal, allowing for continuous real time monitoring of each individual light.
- 3. Only full feature facility dedicated solely to solar street lighting, complete with education center, unique battery test center, monitoring center, production line, and photometric demonstrator.
- 4. Only manufacture capable of guaranteeing 365 nights per year of autonomy through 10 year localized solar analysis and data based system sizing
- 5. The system is uniquely suitable for both new pole locations and retrofitting existing poles and bases.
- 6. Only solar lighting manufacturer with over 200,000 lights deployed Worldwide.
- 7. Forroche is the only manufacturer offering a standard full 8 year, non pro-rated parts and labor warranty.

Technical details supporting these topics, and more are enclosed in the attached technical file.

If you desire additional information, please do not hesitate to contact me at 316-554-4180 at any time. Thank you for your interest in our systems.

Respectfully,

Hogine Benaoum

CEO, Fouroche Lighting America





# Smartlight Technical File

Reference	265240123-A
Project	SmartLight Power365
Confidentiality	Internal use only

Abstract:	
This document explains the main characteristics of Fonroche Lighting Smartlight product	

	Name	Function	
Author(s)	P.THORIGNAC	IAC IoT&SW Team Manager	
	O.BOSSARD	Battery Systems Director	
	Q.MABILE	Validation Team Manager	
Review	B.ARSAC	Director of Innovation	
	W.CHEVALLIER	Director of Development	
Approval	N.DIAS	C00	

Revision	Date	Reason for change (highlighted in green in the docu	ument)
Α	01/25/2024	Initial version	

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## 1. Introduction

Fonroche Lighting produces solar street lights in various sizes and energy ranges since 2011. After more than 10 years of R&D and experience from the field, the **Smartlight streetlight is the safest, most reliable and most powerful streetlight available on the market**.

Following document will focus on the main forces of the Smartlight:

- 1) Battery and energy management system
- 2) Fonroche Lighting validation philosophy
- 3) Telecommunication system







## 2. LFP or NiMH batteries?

There is no direct answer to this question. A lot of different technologies exist for batteries. LFP and NiMH are just some examples.

The choice of the battery technology highly depends on its application and environment. For example, a battery for an Electrical Vehicle will request high power, light weight, and high energy density. For the solar streetlight, focus will be made on durability, and behavior at high and low temperature.

The next paragraphs focus on the main parameters related to solar streetlighting.

## 2.1. Durability

As mentioned before, the lifespan and durability of any solar streetlight battery is the most important parameter: the solar panel and LED can easily sustain 25 years, but despite the latest technology improvements, batteries can hardly reach 20 years, especially in hot temperature environments. Since the battery is the most expensive sub-part of the solar streetlight, Fonroche Lighting focuses its engineering team to have the best knowledge of battery technology.

The lifespan of a battery used in a solar lighting application depends on its use. Indeed, climatic conditions, temperature in particular, can influence the durability of the battery technology chosen. NiMH (nickel metal hydride) technology is known to be a robust technology, both in high and low temperature conditions. LFP technology is rather renowned for being durable in temperate climates, with an ideal use of around 77°F. NiMH is better suited to partially extreme climates, and therefore, it allows a more generic distribution of the product in varied climates. The south of United States is considered rather "hot" climate regarding Battery technologies.

To emphasize its trust in NiMH technologies, Fonroche Lighting has invested in the world's largest solar lighting battery test center, which allows for evaluation of LFP and NiMH batteries, from different suppliers, in comparative cycling, to show the suitability of the battery technology to the climate.

LFP is recognized for being very durable, compared to other Lithium technologies such as NCM, NCA, LMO, etc. But NiMH is just as efficient over time if its charging and balancing are well controlled. Among the numerous tests carried out by Fonroche Lighting, we have, among other things, carried out accelerated cycling tests, under different conditions, on LFP and NiMH technology.

## 2.1.1. Cycling losses

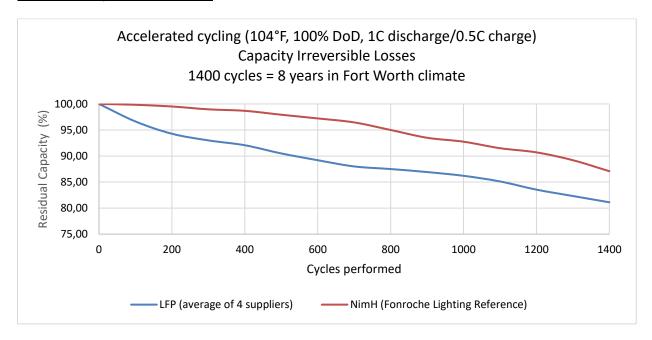
The following graphic show the difference of irreversible energy loss depending on time in <u>cycling conditions</u>. It has to be remembered that a solar streetlight is cycling more than 75% much of the time.



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For Smartphones or Electrical Vehicles, the batteries will cycle 25% of the time. So, a solar streetlight will be much more used than any other consumer devices.

In order to be fair, the LFP curve is the average values of 4 different suppliers of LFP who are considered to be in the top 10 of the market.



The graphic show two main information:

- 1) LFP batteries have a very fast drop of capacity (5%) after only 200 cycles, whereas the loss of capacity for NiMH is much more regular (1% of losses during the first 200 cycles).
- 2) After 1400 cycles (almost 8 years), the NiMH is at 87% of residual energy, and LFP at 81%. The NiMh is then 6% better than LFP.

However, those data are theorical. To be realistic, it has to be considered that the manufacturing of the batteries will not be at 100% identical. Some of the batteries can be better or worse than the nominal value show in previous graphic. We call it "manufacturing deviation". This item depends on the quality policy of the chemistry and battery cell manufacturing, but also on the electronic board and software used to control the battery. Based on quality analysis of each supplier, the deviation due to production is considered at -10% in worst case for LFP, and -5% for NiMH.

So, if we add the manufacturing deviation, the residual capacity of LFP will be 71% and the NiMH will be 82%. This difference can be considered as negligible, but the end of life of a battery occurs below 75% of residual capacity. It means what LFP batteries cannot sustain high temperature climates.

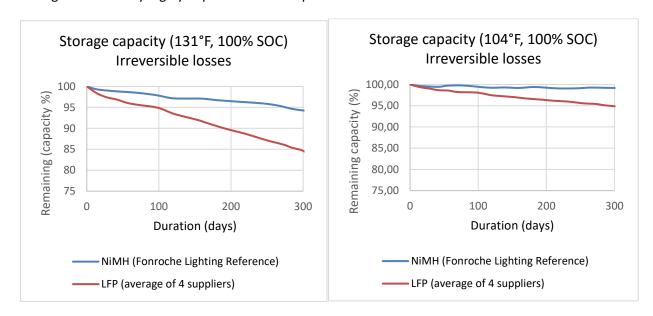
As a conclusion, the NiMH will have the best performances compared to LFP in high temperature climates.

2.1.2. Storage losses



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But cycling is not the only degradation root cause of a battery. Even when the battery is not cycling, electric-chemical reaction inside induces some degradation. We call them storage or calendar degradation. They highly depend on the temperature.



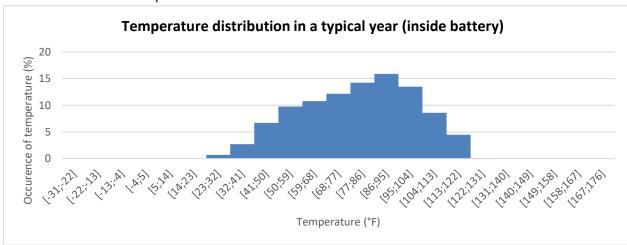
Previous graphic shows the difference of irreversible losses due to storage: at 131°F, NiMH is almost 10% better than LFP, and 5% better at 104°F.

#### 2.1.3. Total losses

Total losses is the sum of calendar and cycling losses seen in the previous chapter, that allows the real life estimation expected in any location to be calculated.

A common error in life estimation is to simply check the average temperature of the location in which the Solar Streetlight is installed. For example, in Fort Worth, the average temperature is 68°F. But in any study, we shall consider the temperature distribution, and focus on the frequency of high temperature.

The chart below shows the temperature distribution:



It can be seen that about 26% of the time temperatures exceed 95°F. The degradation factor is twice the one at 68°F.

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Based on those results, by adding cycling and storage degradation, a lifetime of 8 years in LFP will be uncertain. However, 100% of the NiMH batteries will reach 8 years.

## 2.2. Performances: LFP vs. NiMH

On the other hand, if the performance factors specific to LFP technology are not essential for the intended application, that of a solar lighting application, then the interest of LFP is then less obvious. The strong points of LFP are described in the following chapters (density, power, lifespan), and compared to NiMH, for solar lighting applications.

## 2.2.1. Energy density

The stored energy density is interesting for the LFP batteries, because it can reach up to 180Wh per kg, but this criterion is not essential in our application. NiMH, which can reach up to 120Wh/kg, is compatible for solar lighting where mechanical integration in a given volume is not as restrictive as in the automobile for example, or even in the case of portable power equipment (electric screwdriver, tools, cordless vacuum cleaner, etc.) where weight is a differentiating criterion. So, battery energy density is not a key parameter for solar streetlight.

#### 2.2.2. Power

For the LFP, it is possible to achieve high power levels, in relation to the capacity of the battery, called C-rate. Up to 3 or 5C is possible with a standard LFP cell. NiMH cannot generally be used beyond 1C in the standard version. In the case of solar applications, the power regime is limited by the power of the solar panel. Usually, the typical peak values would be around 160Wp for the Fort Worth project, and will mostly occur at noon. This power does not exceed 0.25C in charging and 0.1C in discharging mode, which is extremely low compared to the limit of the battery. **Therefore, power is not a key parameter for solar streetlight.** 

## 2.2.3. Temperature range

We usually consider that optimum range of temperature for a LFP battery is between 50 and 86°F. Above those values, the degradation is strongly accelerated in hot temperature, and worse, it is impossible to recharge a LFP battery below 32°F.

This technical limitation is not due to the absorption of energy itself, which may well be stored in the electrochemical element. This limitation is due to the degradation of materials caused by charging in cold conditions. The graphite anode, when cold, is less capable of accommodating Lithium atoms, and deposits of Lithium metal will then appear on the surface of the electrode. These deposits, called "dendrite", can

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eventually perforate the cell separator and cause an internal short circuit. Charging below 32°F is strictly forbidden for safety reasons.

To avoid this drawback, there are technical solutions:

- Oversize the battery to allow it not to charge on certain days. But then the economic gain of this technology is quickly called into question
- Add a heating system in the battery, which again degrades the cost of the battery system, and the energy performance of the system. It is necessary to permanently provide an energy reserve for the heating system, which also means increasing the battery capacity. Once again, the cost of the LFP solution is impacted.

In comparison, NiMH batteries can operate without non-reversible degradation up to -5°F. Note in this case, that like many battery technologies, at these temperatures, the total capacity of the battery is reduced, because of the effect of the cold.

## 2.2.4. Safety

LFP battery technology requires greater control of risk management, compared to NiMH technology. In fact, Lithium-based batteries are classified as dangerous, IMDG class 9, by transport regulations, and require UN38.3 certification.

But beyond these specific transport regulations, other risks inherent in the production of these products are considered, such as the storage of large quantities of this type of material, as well as the management of after-sales service requiring interventions on potentially damaged equipment, slow down the deployment of this technology.

Unfortunately, many fires and accidents occurred all over the world on e-bikes, e-scooters, Smartphone (Galaxy Note 7).... Main rootcauses are always the same, especially for the low-cost LFP batteries suppliers:

- Insufficient quality control of production during battery cells manufacturing.
- Defect in BMS design (controller).

The risks incurred must be considered, by all parties (the manufacturer and the customer), with regard to the potentially achievable performance depending on the battery technology used.

## 2.3. NiMH technology knowledge

NiMH battery technology is a mature battery technology, which has long been used for domestic applications (telephone, vacuum cleaner, camera, audio player, etc.), for which the charging current is constant.





In those types of applications, controlling the battery charge is not that complex, depending on the type of use of the product, as the charging current is usually stable. A product charged frequently, and consuming little battery each cycle of use, will be quite durable. This is the case for many of the applications cited above.

On the other hand, an application of solar lighting type requiring greater discharge depths, and that cannot recharge completely the product every day, due to low power production in winter, will generate issues or the NiMH battery may age prematurely. The intermittency of the energy source, as well is another difficulty to handle in order to fully charge the batteries and also avoid over charging. The transposition of existing systems, to a solar application, does not work, with regard to the lifespan of the battery. Thus, many competitors have had difficulty developing this NiMH technology under these conditions and consider it less reliable.

Fonroche Lighting, thanks to its "Power room" laboratory, has learned a lot about the effects of NiMH battery aging in these types of conditions, as well as the quality of NiMH battery suppliers. All this knowledge is integrated inside the BMS (Battery Monitoring System). This electronic cart installed in the battery contains all the necessary parts to manage all functions of the battery with a perfect safety, and also, all the algorithms to make sure the Smartlight is working perfectly as planned.

It has to be highlight that a true player in solar streetlight can be considered as serious under the following conditions:

- control the design and performance of the BMS
- control and take into consideration all the factors influencing battery charging, namely the value of the instantaneous charging current, the battery temperature and its voltage.
- take care to keep the battery modules balanced
- select a good NiMH/LFP chemistry, produced with a reliable and repetitive manufacturing process

Fonroche Lighting master all those elements.





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## 2.4. Conclusion

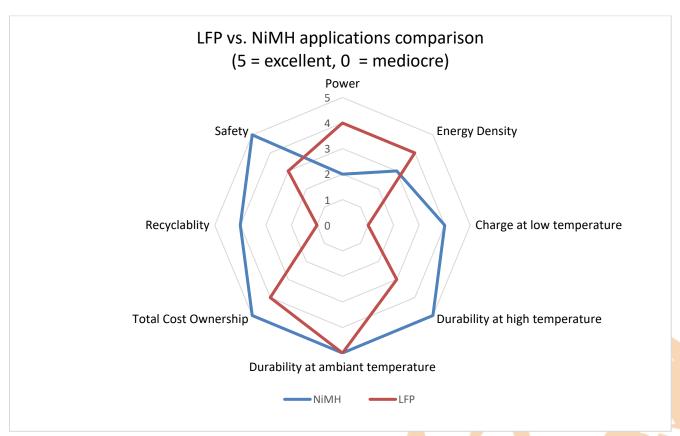
To sum-up, the fact that our example, is located in a hot location, and that hot temperature is the first degradation parameter in any battery, it is critical to master the lifetime of the batteries.

As seen before, having the best battery is useless if the BMS is not properly designed, and an excellent BMS will not improve a bad quality battery.

That's why, the Fonroche Lighting Smartlight offers the best NiMH battery available, **which is superior to any LFP battery for our example** considering:

- 1) A lifetime at least 2 years better than LFP
- 2) A proper BMS design and the best software
- 3) A strict quality policy regarding the suppliers production that allow to have half of the manufacturing deviation seen on others competitor's suppliers.

The following graph summarizes the differences between LFP and NiMH. It has to be reminded that Energy Density and Power are not key parameter for solar streetlights.







## 3. Fonroche Lighting's validation policy

Following the engineering philosophy, "when you don't know, do a test", "when you are sure, do a test anyway", Fonroche Lighting invested in a large test center. Since most of Fonroche Lighting engineering staff come from automotive, or space and aeronautics industry, everyone knows how much validation is crucial to make a robust product. the following paragraph details each step of validation process.

## 3.1. Test Facilities

## 3.1.1. Power Room

The Power Room is an area of 3000sq<sup>2</sup> dedicated to battery, module and cell testing in various environmental conditions. It is far the biggest one dedicated to solar streetlight industry.

The test centre is composed of 12 climatic chambers linked to 10 test benches, allowing a variation of test temperatures between -40°F and more than 180°F, and variation of humidity as well.



The climatic chamber volume of 1000L allows simultaneous testing within one chamber of 6 modules and 24 cells or batteries. External cooling provides the necessary quantity of cold water to the devices, assuring a perfect stability in the temperature setting of each machine.

The climatic chambers are linked with hybrid cyclers (German manufacturing), representing a total of 256 power lines. 64 lines are dedicated to battery testing and 192 to cell testing. Each power line



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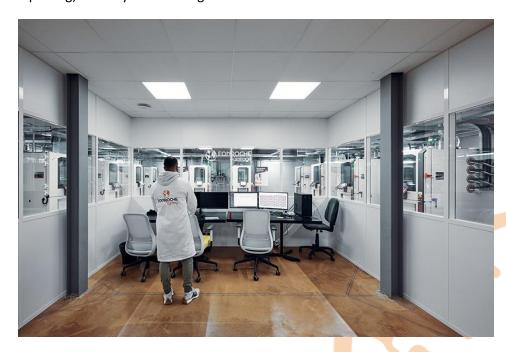
is equipped with a minimum of 1 thermal sensor. All those cyclers are located at the second floor of the test center, as shown on picture below.



The discharged energy during testing can be reinjected on the power grid for self-consumption purpose, participating to Fonroche certification to ISO14001.

The whole test centre is defined in compliance with automotive industry standards, our greatest provider of enhancements in battery testing solutions. All results curved shown in the previous chapter come from this facility.

Notably, the control room allows central management (definition, planning, testing, monitoring, logging and reporting) of every test running in each climatic chamber.



A software solution allows the planning and monitoring of the test centre as an industrial site, with a versatile process to describe every test campaign, associate each test with a given specimen existing in



**FONROCHE** 

our database, schedule the test in accordance with available power lines, and track every single device under test.

## 3.1.2. Test Lab

The test lab is extending the capacity of the power room with a set of benches, allowing additional multipurpose testing:

- Battery and cells characterization with 3 battery benches (24 power lines) and 1 cell bench (32 power lines). Battery benches can be linked to 2 climatic chambers if necessary (720L and 115L). 3 more small chambers are used to store cells at different temperatures in between capacity check.
- 8 system benches, composed of various power supplies, measurement benches and monitoring, allowing additional testing of full system including for example different set of luminaires.





#### 3.2. Test capacity

### 3.2.1. Life duration

The life duration tests cover various test protocols on both modules and cells, realized for each supplier and / or model. These long-term tests (more than one year for the longest protocol) can have different parameters like:

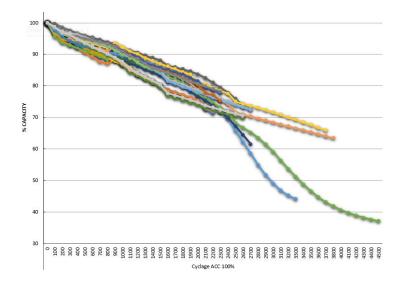
- depth of discharge,
- current rate,
- or temperature.

The cycling test consists of a sequence of several 100-cycle periods, interrupted by intermediate checkups of notably remaining capacity measurement, repeated until DUT end of life.

The purpose of these tests is to quantify the battery durability in different conditions, corresponding to the diversity of areas where Fonroche products can be installed. The data extracted from these test results will then be implemented directly to the energy management algorithm.



One of the protocols can be used with harsher parameters (100% charge / discharge cycle with high temperature and current rate) to speed up the battery degradation.



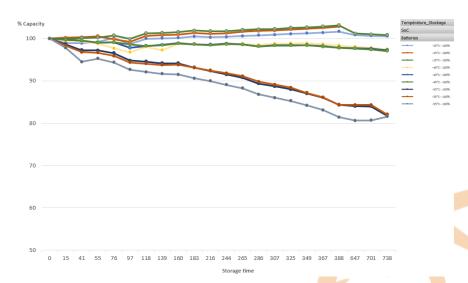
## 3.2.2. Calendar tests

**FONROCHE** 

The calendar tests are established in order to evaluate cell capacity degradation under various storage conditions is measured. This phase is separated in two protocols:

- Storage: non reversible capacity degradation during time
- Self-discharge: drop of cell energy during time

The units under test are placed in different temperature conditions, from 77°F to 131°F, with different state of charge of the battery (100% and 50%). Dispatched in three 50L thermal chambers, their state is checked every two weeks as shown in below pic.



The data extracted from these tests can complete the life duration tests described above, in order to cover the full life cycle of the batteries on a solar lighting system. All this test equipment can reproduce at any time the weather conditions of any city in the US.



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#### 3.3. Battery characterization

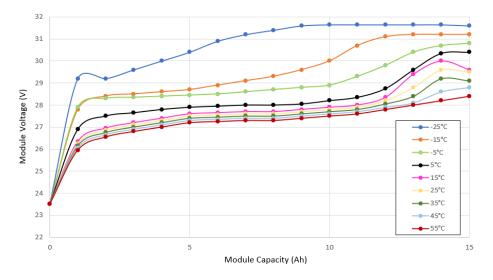
The battery characterization tests aim at measuring the battery performance at the beginning of life.

For each supplier / model, the following characteristics are measured:

- Cut-Off / end of charge behavior
- **Open Circuit Voltage**
- Rate Capability
- Charge Efficiency

Batteries are tested under different temperatures and current rates. Test results are then compiled into points tables, directly implemented in the BMS algorithm.

The purpose here is to supply a maximum of battery behavior to the embedded software and battery charging / discharging algorithms. With this perfect expertise of the battery's behavior under various conditions, the firmware will be able to take its own decision, greatly improving the energy management of the system, leading to a perfect adaptation to the environment.



#### System validation 3.4.

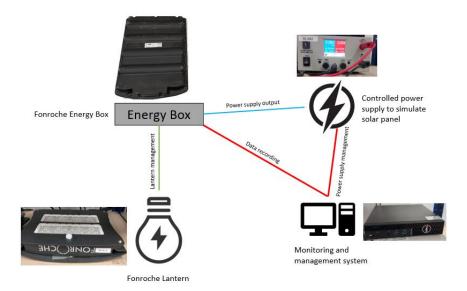
As seen in the previous chapter, Fonroche Lighting is one of the only Solar Streetlight manufacturer that develops its own BMS (battery management system), and writes the associated software.

The software verification and validation tests are performed at the product level:

- System test benches are connected to the Battery (Energy Box),
- A programmable power supply replaces the solar panel, simulating different sun profiles, extracted from real meteorological reports in different zones around the world,
- The discharge of the system is covered by real luminaires, with a wide range of models sold by Fonroche,
- The system is monitored through a debug cable, directly plugged on the BMS board, resulting in a total control in the execution of the firmware.



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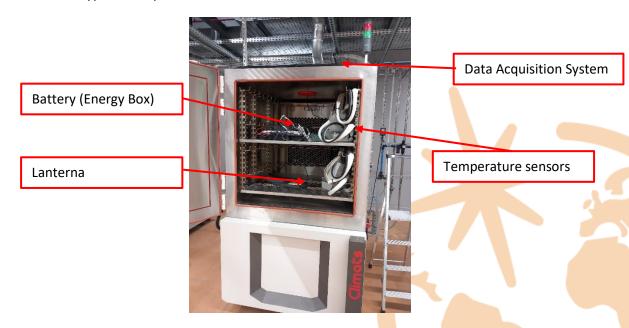


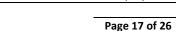
The goal of these tests is to confront the full system to different realistic scenarios. Duration of the test varies from several days to several weeks depending of the depth of the change to test, in order to ensure that each iteration of the firmware behaves according to the test plan and the system / software specification.

A large variety of hardware configuration is covered (BMS board, luminaires, batteries, customer parameters), in order to verify that the new version of firmware will also be backwards compatible with older products.

In the case of new functionalities added in a new firmware generation, dedicated tests are added to the validation plan for the new and next generations of firmware.

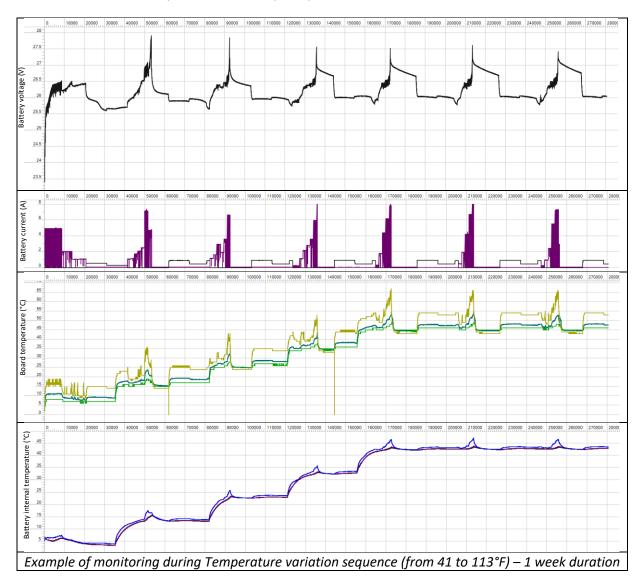
In case of a need or special customer request, the system can be put in a thermal chamber to add the temperature parameter to the test. This allows to verify the performance of the BMS in case of temperature variation, and permits trigger of specific algorithm mechanisms. The following picture show a typical set up





FONROCHE lighting

Some external devices, like current / voltage recorders can be added to correlate measurements with BMS acquisition, validating the accuracy of the electronics. Additional temperature probes can be set to characterize the thermal profile of the complete product.



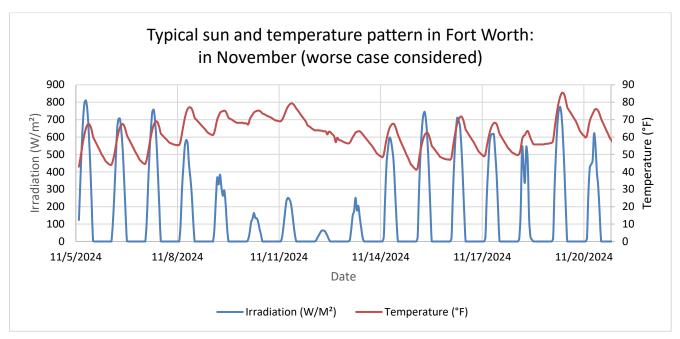
All these items contribute to enhance the strength of our product, increasing its lifetime and ensures Fonroche's main commitment to our customer: Enlighten 365 nights a year, in every condition, whatever the location.

As an example, we can test the worst case in any city. Basically, most Solar Streetlight suppliers will claim they warranty 2 or 3 days without sun. Fonroche Lighting promise is 365days of light each year.

Considering a standard year in the subject city, it is easy to extrapolate the worst case. Worst case is considered when the irradiation is weak during a few days. On the below picture, we can see that the period in November has the least sun, with consecutive days with small irradiation.

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This kind of pattern, with irradiation and temperature can be reproduced in our test facilities, to prove that the power will still be in compliance with customer's requirements.





## 3.5. External Validation

All previous equipment is relative to the tests performed in Fonroche Lighting facilities, but it is not enough.

## 3.5.1. Solar panel performances validation

Solar panels are validated with a solar simulator. The following picture shows the lights above the solar panels that reproduce the sun spectrum. It allows testing to have a very accurate prediction of electrical production depending on temperature, irradiation, wind speed and direction. Only Fonroche Lighting performs this test, which allows for the evaluation of the heating generated by the solar panel on the battery.



## 3.5.2. Mechanical design validation

All the mechanical parts are designed and checked according to mechanical structures stress validation (defined in AASHTO regulations). To make sure the simulations are correct, Fonroche Lighting tests its Smartlight product and evolution in a wind tunnel, able to reproduce wind speed up to 230mph. Following pictures show the wind tunnel and deformation of the solar panel before rupture at 195mph.









## 3.5.3. Transportation validation

If the batteries and others subparts are not really stressed during their lifetime once installed on the Streetlight, it has to be considered that the delivery roads leading to the installation location are not suitable. For roche Lighting tests its subparts in vibration by using a shaker as shown on following pic (pallet of batteries), and according to US standard MIL-STD-810.



This test offers the warranty that all the parts shipped will not be damaged during transportation, and packaging is robust enough to suffer any road bumps.

## 3.5.4. Telecommunication validation

By using LoRa telecommunication protocol to control and monitor the solar streetlight, Fonroche Lighting certified Smartlight product to be compliant with FCC regulation. The Smartlight is tested in anechoic chamber to measure the performances of the radio antenna and modem.





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## 3.6. Validation Conclusion

With the biggest testing center among all Solar Streetlight manufacturers, and a validation philosophy of highest standard in the industry, Fonroche Lighting claims to have the highest robustness level of any solar lighting product. This is due to all the means put in the equipment, but also in the manpower and competences dedicated to solar streetlighting.

A good solar streetlight can be considered as robust if the manufacturer do not consider sub-suppliers information as actual, and double-check them with:

- 1) Lifetime of batteries validated according to real use in solar streetlight applications
- 2) Mechanics parts checked in real conditions (wind tunnel)
- 3) Solar panel performances tested in real conditions (solar simulator)
- 4) Transportation hazardous checked

Fonroche Lighting is the only company able to provide a full spectrum of validations that covers all items of solar streetlighting, and that can reproduce any customer's specific test requirements.





## 4. Telecommunication systems

Streetlighting is a device that can only be judged during the night. If a classical grid streetlight has a defect, it can be seen at the beginning of the night. Usually, the faulty streetlight will be shut down. So, to have a quick look on a grid streetlight park, a simple inspection at beginning of the night is good enough.

In case of a solar streetlight, the energy supply is limited by the battery. It can work perfectly at the beginning of night, but if the energy management is not robust, the solar streetlight can shut down at 03.00am or 04.00am for instance. But there is a few chances that someone wake up in the middle of the night to perform an inspection.

As a consequence, as long as nobody complains, any Solar Streetlight manufacturer will consider its product as the best on the market.

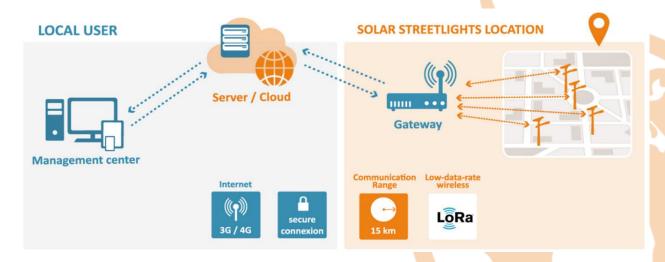
The only way to avoid this situation is to have a telecommunication system embedded in the solar streetlight. Fonroche Lighting understood this very early, since a solution named "Fonroche Connect" became available in 2016.

#### 4.1. Fonroche Connect architecture

Each streetlight is equipped with LoRa modem. The LoRa telecommunication protocol was adopted in 2012 to introduce on the market a protocol that allow very long range of transmission (up to 9 miles) and a very small electrical consumption.

LoRa is Wordwide available. To active the network, a Gateway is installed close to the Solar Streetlights. This Gateway is a electrical device provided by US manufacturer, and will catch any messages emitted by Solar Streetlight in a range up to 9 miles.

Note that the range is strongly dependent of the environment: reinforces concrete buildings, skyscrapers, garden with high density of trees may decreased the range from 9 to 3 miles in worst conditions. Immediately after receiving a message via LoRa protocol, the Gateway will transmit it on the GSM network (2G or 4G), until Fonroche Lighting's data center. All messages are then treated and available for displays on Fonroche Connect interface for the final customer.





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## 4.2. Fonroche Connect: a few numbers

- First customer equipped in 2017
- The biggest solar streetlight connected infrastructure in the world: more than 110.000 in December 2023
- 19 different countries equipped
- 205 different projects
- 7 million messages per day: our data center treats 70 message each second.
- All Solar Streetlight are updated over the air with latest software: As for a smartphone, or an electrical car, Fonroche Lighting always push the latest software on the Solar Streetlighting infrastructure. We consider that each customer must benefit from the latest technological advances of R&D (improvement of lifetime, power, new features for customer's).

The following map shows the distribution of the 110.000 connected solar streetlights in each country.



## 4.3. Fonroche Connect: key features

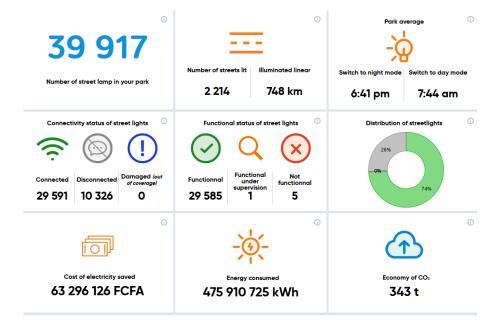
Fonroche Connect displays the following information to the customer (example of African project, estimated to be completed in July 2024):

- Number of streetlight in the city
- Total length of road illuminated
- Switch on/switch off hour
- Solar Streetlight connected
- Health of Solar Streetlight:
  - o Green: all good
  - Yellow: abnormal behavior detected, but no effect on customer.
  - Red: loss of lighting performances or out of service: maintenance needed
- Savings:
  - o In \$ or any currencies
  - o In kWh
  - In Co<sup>2</sup>

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An interactive map is also available as shown in following picture- example of customer in Florida. Each Solar Streetlight is precisely located (a GPS chip is included inside), with its installation date and status of main functions.



## 4.4. Telecommunications conclusions

Thanks to Fonroche Connect, Fonroche Lighting accumulate huge experience regarding the good health of the park. The quality policy of Fonroche Lighting is to consider each small issue as a potential global crisis. With this philosophy, and the global monitoring of the park, Fonroche Lighting leads eradication workshop to have the best reliability on the field.

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Also, the telecommunication system allows for each customer to change at any request the lighting profile to face any exceptional situation (request to shut down the streetlight earlier for fireworks, extend the lighting duration for parties in garden etc...).

## 5. General conclusion on Smartlight

To summarize, Fonroche Lighting understand since its creation, that a good Solar Streetlight must be powerful, reliable and competitive. To reach this goal, huge investments have been made with high skills engineers from automotive/aerospace, the biggest testing center and an effective telecommunications system to monitor all the park. The application of Smartlight for Fort Worth would be the best product for following reasons:

- 1) The best durability expected thanks to NiMH batteries (8years warranty), based on a test campaign of 470.000hours in our battery test center.
- 2) The best BMS and software available on the market, based on Electrical Vehicle algorithms.
- 3) The best quality-proven Streetlight on the market, thanks to the most severe validation protocol ever applied in a streetlighting company.
- 4) The largest experience on the field, with more than 150.000 solar streetlights all over the world.
- 5) The biggest connected park in the world, with more than **110.000** solar streetlights connected, **7** million messages treated each day, allowing to detect and treat any defect before they have an impact on the customer.
- 6) A continuous improvement policy with permanent update of software for any Fonroche Lighting product that allows to extend the battery lifetime, bring new features to the customer

Induced by the will to make no compromise on the quality, and to develop products according to automotive standard, the Smartlight is today the best Solar Streetlight available on the market.

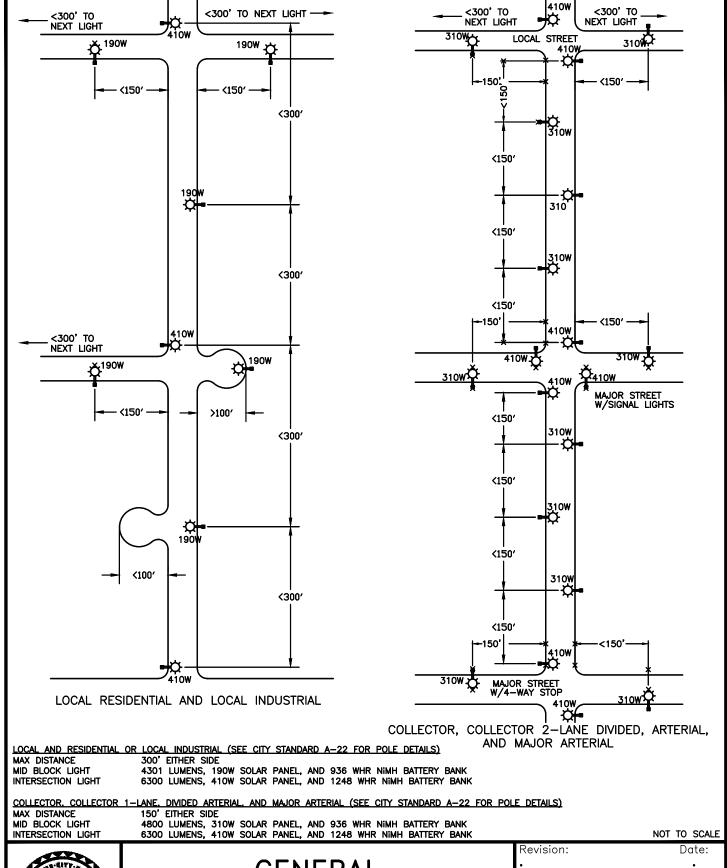


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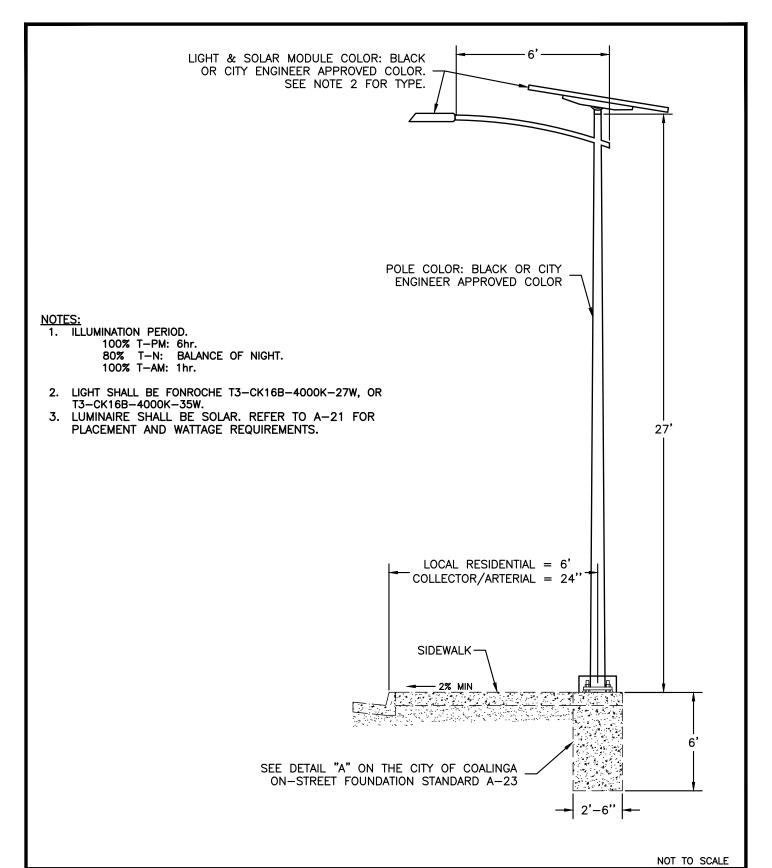




# GENERAL Street Solar Light Placement

PUBLIC WORKS DEPT.

Revision:	Date:
•	•
Engineer:	Date:
NOEL BUCU	10/2024
Drawn by:	Date:
R.C.	10/2024
Std. No. <b>A-21</b>	Rev.





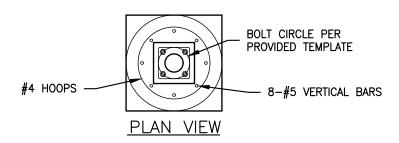
# **GENERAL**On-Street Solar Light Standard

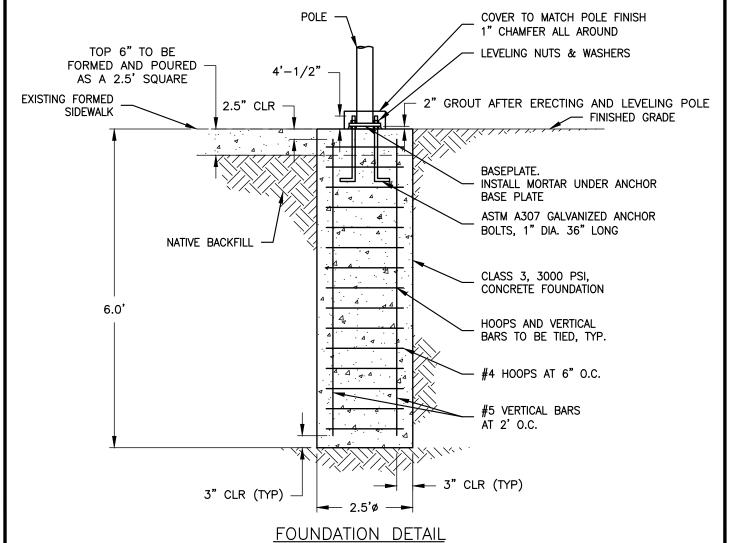
PUBLIC WORKS DEPT.

Revision:	Date:
•	•
Engineer: NOEL BUCU	Date: <b>09/2024</b>
Drawn by: <b>R.C.</b>	Date: <b>09/2024</b>
Std. No. <b>A-22</b>	Rev.

## **DETAIL "A"**

SOLAR LIGHT BELOW GROUND CONCRETE FOOTING N.T.S.





NOTES:

- FOUNDATION SHALL HAVE A LIGHT BROOM FINISH AND 1/2" TROWELLED RADIUS EDGE.
- 2. COMPACT BACKFILL TO 90% RELATIVE COMPACTION

3. ALL REINFORCING STEEL TO BE ASTM A615, GRADE 60 EXCEPT TIES SHALL BE GRADE 40

NOT TO SCALE

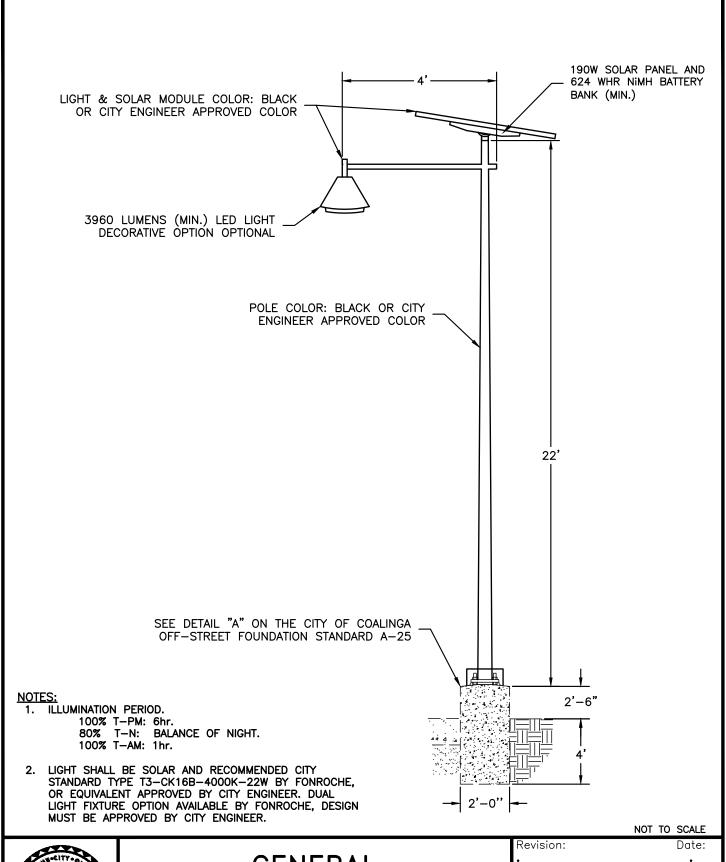


## **GENERAL**

On—Street Solar Light Foundation Standard

PUBLIC WORKS DEPT.

Revision:	Date:
•	•
Engineer: NOEL BUCU	Date: <b>10/2024</b>
Drawn by: <b>E.L.</b>	Date: <b>10/2024</b>
Std No <b>A-23</b>	Rev





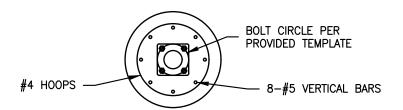
# **GENERAL**Off-Street Solar Light Standard

PUBLIC WORKS DEPT.

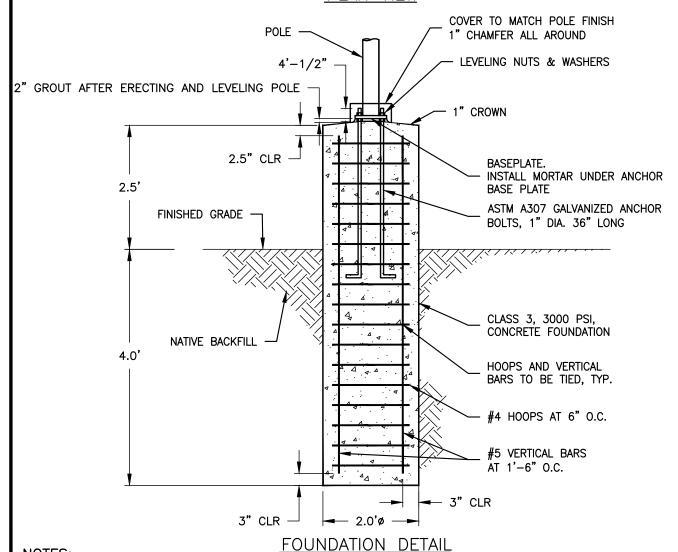
Revision:	Date:
•	•
Engineer:	Date:
NOEL BUCU	09/2024
Drawn by:	Date:
R.C.	09/2024
Std. No. <b>A-24</b>	Rev.

## DETAIL "A"

SOLAR LIGHT ABOVE GROUND CONCRETE FOOTING N.T.S.



## PLAN VIEW



## **NOTES:**

- . FOUNDATION SHALL HAVE A LIGHT BROOM FINISH AND 1/2" TROWELLED RADIUS EDGE.
- 2. COMPACT BACKFILL TO 90% RELATIVE COMPACTION

ALL REINFORCING STEEL TO BE ASTM A615, GRADE 60 EXCEPT TIES SHALL BE GRADE 40

NOT TO SCALE



## **GENERAL**

Off—Street Solar Light Foundation Standard

PUBLIC WORKS DEPT.

STD. DRAWING Std. No.

Revision:	Date:
•	•
Engineer:	Date:
NOEL BUCU	10/2024
Drawn by:	Date:
E.L.	10/2024
Std No A-25	Pov