



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

**May 21, 2026  
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 May 21, 2026 in the City Council Chambers located at 155 West Durian, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to this meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. The Meeting will begin at 6:00 p.m. and the agenda will be as follows:**

## **1. CALL TO ORDER**

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

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

1. Natural Gas Presentation - Dan Bergmann
2. Certificate of Recognition - Central California Battle of the Badges, Officer Jose Vega
3. New Business Showcase

## **3. CITIZEN COMMENTS**

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

*all items will be referred to staff for follow up and a report.*

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

#### **4. PUBLIC HEARINGS (NONE)**

#### **5. CONSENT CALENDAR**

1. Approve MINUTES - February 5, 2026
2. Informational Only: Sales Tax Update Q4 October-December 2025
3. Waive the Second Reading and Adopt Ordinance No. 880 Amending Coalinga Municipal Code Sections 9-5.128 and 9-5.129 Relating to Commercial Cannabis Operations, Including Provisions for Regulatory Permits, Employee Permits, Operational Standards, and Other Related Regulatory Requirements
4. Approval of Short-Term Lease Agreement with Momentum Tactical, LLC at the Coalinga Municipal Airport
5. Adopt Resolution No. 4320 for the Sale of Excess Untreated USBR Water for 2026/27 to Pleasant Valley Water Conveyance Partners and Gladstone California Water LP
6. Adopt Resolution No. 4321 Approving Additional Square Foot of Sign Area at the Community West Bank
7. Adoption of Resolution No. 4323 Recommending to Modify the Calculation of Monthly Baseline Gas Therms to Achieve More Equitable Billing for the City's Single-Family Residential Gas Customers
8. Adopt Resolution No. 4324 Accepting Real Property Easement related to the Multi-Use Trail Segment 8-23S Easement Acquisition (APN: 071-020-23S, portion)
9. Consider the Collection Agency Services Proposal with Cedars Business Services, LLC (CBS)
10. Adopt Resolution No. 4322 Approving an Emergency Declaration Regarding the Repair of a 2-Inch Steel Gas Line Located on Elm Ave

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

1. Receive Presentation and Accept Employee Cost Allocation Results  
**Dan Bergmann, IGS**
2. Approval of the Selection of DKS Associates for Public Information Services and Authorization for the City Manager to Negotiate and Bring Back a Professional Services Agreement at the Next Meeting  
**Sean Brewer, City Manager**

#### **7. ANNOUNCEMENTS**

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

## **8. FUTURE AGENDA ITEMS**

## **9. CLOSED SESSION**

1. CONFERENCE WITH LABOR NEGOTIATORS – Government Code 54957.6.  
CITY NEGOTIATORS: City Manager, Sean Brewer and City Attorney, Mario Zamora. EMPLOYEE (ORGANIZATIONS): General Employees, Non-Safety Employees, Firefighters Association, Non-Represented Group and Coalinga Police Officers Association

## **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:** Certificate of Recognition - Central California Battle of the Badges, Officer Jose Vega  
**Meeting Date:** May 21, 2026  
**From:** Sean Brewer, City Manager  
**Prepared by:** Sean Young, Police Commander

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**I. RECOMMENDATION:**

Recognition of Officer Vega and his participation in the Battle of the Badges event

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

File Name	Description
No Attachments Available	

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

**Subject:** Approve MINUTES - February 5, 2026  
**Meeting Date:** Thursday, May 21, 2026  
**From:** Sean Brewer, City Manager  
**Prepared by:** Shannon Jensen, City Clerk

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

	<b>File Name</b>	<b>Description</b>
▣	MINUTES_For_Approval_020526.pdf	Minutes - February 5, 2026

# MINUTES

## CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

### MEETING AGENDA

#### February 5, 2026

#### 1. CALL TO ORDER 6:03 PM

Council Members Present: Vosburg, Schindler, Lowder, Arroyo

Others Present: City Manager Sean Brewer, Assistant City Attorney Nick Matoian, Chief of Police Jose Garza, Financial Services Director Mai Vang and City Treasurer Dawn Kahikina Fire Chief Greg DuPuis, and Administrative Analyst Mercedes Garcia

Council Members Absent: Ramirez

Others Absent: Assistant City Manager Jesse Barron and City Clerk Shannon Jensen

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

1. Item No. 6.1 shall be Pulled from the Agenda and brought back at the February 19, 2026, meeting.

*Motion by Schindler, Second by Lowder to Approve the Agenda for the Special meeting of February 5, 2026. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Ramirez – Absent)*

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

1. Proclamation – Teen Dating Violence Awareness Month

Mayor Nathan Vosburg presented a proclamation recognizing Teen Dating Violence Awareness Month to Jessica Sailer, Prevention and Education Manager, and Tiffany Apodaca, Crisis Response Manager, of Marjaree Mason Center.

Ms. Sailer and Ms. Apodaca provided a brief presentation regarding teen dating violence awareness and prevention efforts.

2. Presentation from the Community Garden, Alma Sanchez

Ms. Alma Sanchez, Chief Executive Officer of the Pierce Street Community Garden nonprofit organization, provided a brief presentation regarding the community garden and the progress made since transitioning to a nonprofit organization in June 2025.

3. Public Outreach Efforts Presentation – Jessenia Medina, Public Outreach Coordinator

Ms. Jessenia Medina, Public Outreach Coordinator, provided a presentation regarding the City's public outreach and social media coordination efforts, including community engagement initiatives, social media analytics, and upcoming outreach projects. Council discussion followed regarding QR codes, mass notification systems, and expanding public outreach efforts.

4. Department Updates

Fire Chief Greg DuPuis provided a brief update regarding Fire Department activities and ongoing projects.

Chief of Police Jose Garza provided a brief update regarding Police Department activities and community outreach efforts.

Financial Services Director Mai Vang provided a brief update regarding Finance Department activities and the implementation of the City's new payment processing system.

**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. Check Register: 12/01/2025-12/31/2025
2. Introduce and Waive First Reading of Ordinance No. 876 (Adoption of 2025 California Building Codes and Addition and Adoption of Chapter 17 and 18 of Title 8 of the City of Coalinga Municipal Code)
3. City Council Authorization of an Event Expenditure Budget for the 2026 Wings Over the Westside Event Scheduled for Saturday, October 3, 2026

4. Approval of Contract Amendment with RSG, Inc. – Housing Successor Agency Consulting Services (FY 2024-25)
5. Acceptance of the Measure C Audit Report for Fiscal Year Ending June 30, 2024

*Councilman Lowder **Pulled** Item No. 5.5 for Discussion*

City Manager Sean Brewer provided a brief overview of the Measure Ce Program.

Financial Services Director Mai Vang and Assistant City Manager Jesse Barron provided clarification regarding the Measure C Program and the Fiscal Year 2023-2024 Measure C Audit Report.

6. Acceptance of the Local Transportation Development Act Funds Audit Report for Fiscal Year Ending June 30, 2024, and 2023
7. Informational Only: Investment Report for Quarter End December 31, 2025
8. Amendment to Authorization to Enter into an Agreement with CivicPlus for Website Chatbot Integration and Accessibility Compliance Services – Approval of Additional Accessibility Costs

*Mayor Vosburg **Pulled** Item No. 5.8 for Discussion.*

City Manager Sean Brewer provided a brief overview of the item; with additional clarification provided by Assistant City Manager Jesse Barron and Public Outreach Coordinator Jessenia Medina.

*Motion by Arroyo, Second by Schindler to Approve Consent Calendar Item Nos. 5.1 through 5.8. **Approved** by 4/0 Roll-Call Majority Vote. (Ramirez – Absent)*

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

1. Initial Discussion and Direction regarding Potential Placement of a Measure J Sales Tax Extension on the November 2026 General Election Ballot and Consideration of Public Information and Outreach Support  
**Sean Brewer, City Manager**

*Item No. 6.1 was **Pulled** during Changes to the Agenda and is expected to be brought back for discussion at the February 19, 2026, City Council meeting.*

2. Discussion and Potential Action related to City Authority and Options for Abatement and Lient Placement on Fire-Damaged Properties  
**Sean Brewer, City Manager**

City Manager Sean Brewer provided an overview of the item.

Fire Chief Greg DuPuis also provided additional information regarding Fire Department procedures following fire incidents.

*Consensus of the Council was for staff to return with additional information and a proposed summary abatement ordinance for Council's consideration.*

3. Council Discussion and Potential Action related to Reassessing Committees – Future Agenda Item  
– Mayor Vosburg  
**Sean Brewer, City Manager**

City Manager Sean Brewer provided a brief overview regarding current committee vacancies following recent Councilmember resignations.

Chief of Police Jose Garza provided information regarding the Chief's Advisory Board/Public Safety Committee.

*Motion by Vosburg, Second by Arroyo to Appoint Councilman Jeremy Lowder to the Airport Ad Hoc Committee. **Approved** by 4/0 Roll-Call Majority Vote. (Ramirez – Absent)*

*Motion by Lowder, Second by Schindler to Appoint Councilman Abel Arroyo to the Public Safety / City Beautification / Code Enforcement / Animal Control Transparency & Accountability Committee. **Approved** by 4/0 Roll-Call Majority Vote. (Ramirez – Absent)*

*Motion by Lowder, Second by Vosburg to Appoint Councilman Mayor Pro-Tem Schindler to the Public Safety / City Beautification / Code Enforcement / Animal Control Transparency & Accountability Committee. **Approved** by 4/0 Roll-Call Majority Vote. (Ramirez – Absent)*

4. Discussion and Potential Direction related to the 2026 4th of July Celebration Event - Future Agenda Item – Mayor Pro-Tem Schindler  
**Sean Brewer, City Manager**

Mayor Pro-Tem Schindler initiated discussion regarding potentially moving the City's 2026 Fourth of July Celebration event to July 4, 2026.

City Manager Sean Brewer provided information regarding event logistics, vendor availability, and coordination with community partners.

*Consensus of the Council is for staff to continue researching options and coordinating with community partners regarding feasibility of holding the even on July 4th.*

## **7. ANNOUNCEMENTS**

### City Manager's Announcements:

City Manager Sean Brewer reminded the Council and public regarding the upcoming Chamber Dinner scheduled for Saturday at 6pm at West Hills College Coalinga.

### Council Member's Announcements:

None

City Treasurer Dawn Kahikina indicated she no announcements to report.

### Mayor's Announcements:

Mayor Vosburg provided comments regarding ongoing City efforts and encouraged the community to allow staff time to continue implementing recent projects and initiatives. Discussion also occurred regarding the upcoming SCCA racing event and Council Member attendance opportunities.

**8. FUTURE AGENDA ITEMS**

Councilmember discussed vegetation overgrowth throughout the City, including overgrown vacant properties and sidewalks, potential fire hazards, and ongoing vegetation abatement efforts. Direction was provided to staff to continue addressing vegetation overgrowth concerns throughout the community.

**9. CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (Gov. Code 54956.9(d)(1)) Alexis A. v. City of Coalinga, et al., Fresno County Superior Court Case No. 26CECG00196
2. CONFERENCE WITH LABOR NEGOTIATORS – Government Code 54957.6. CITY NEGOTIATORS: City Manager, Sean Brewer and City Attorney, Mario Zamora. EMPLOYEE (ORGANIZATION): General Employees and Police Officers Association

**10. CLOSED SESSION REPORT**

No reportable action was taken during Closed Session.

**11. ADJOURNMENT 8:13 PM**

**APPROVED:**

\_\_\_\_\_  
Nathan Vosburg, Mayor

**ATTEST:**

\_\_\_\_\_  
Shannon Jensen, City Clerk

\_\_\_\_\_  
Date

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

**Subject:** Informational Only: Sales Tax Update Q4 October-December 2025  
**Meeting Date:** Thursday, May 21, 2026  
**From:** Sean Brewer, City Manager  
**Prepared by:** Mai Vang, Financial Services Director

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

File Name	Description
☐ Coalinga_4Q25_Newsletter.pdf	Sales Tax Update Q4 Oct-Dec 2025
☐ California_Consensus_Forecast_4Q25.pdf	CA Forecast Sales Tax Trends & Economic Drivers

# CITY OF COALINGA

## SALES TAX UPDATE

### 4Q 2025 (OCTOBER - DECEMBER)



#### COALINGA

TOTAL: \$ 281,655

-1.6%

4Q2025



3.2%

COUNTY



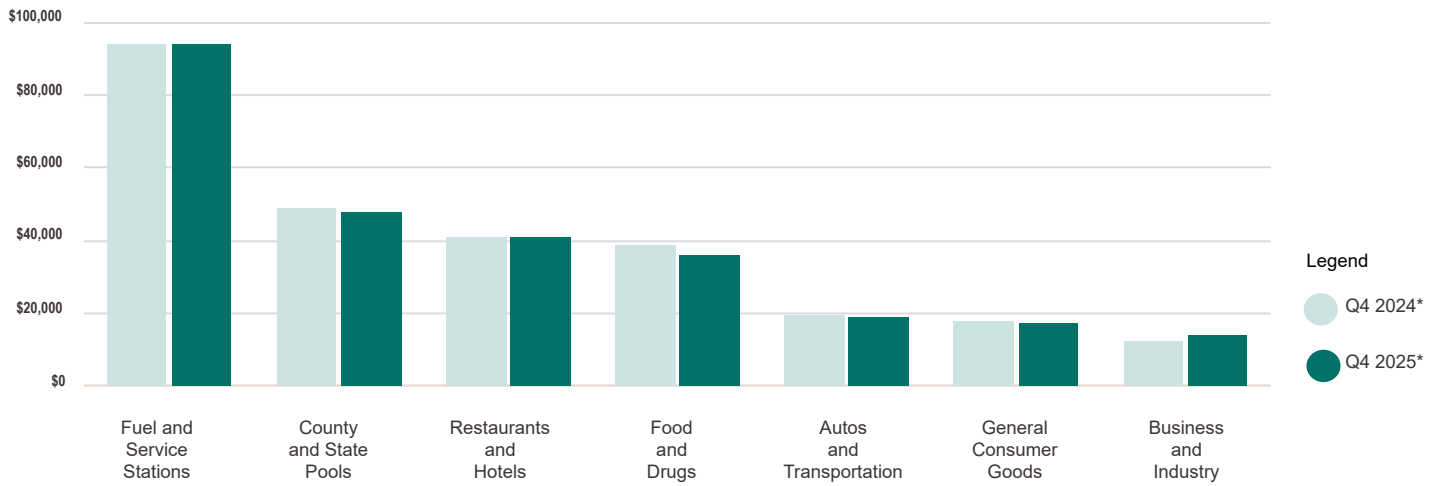
1.1%

STATE



\*Allocation aberrations have been adjusted to reflect sales activity

#### SALES TAX BY MAJOR BUSINESS GROUP



#### Measure J

TOTAL: \$527,620

↑ 5.8%



#### CITY OF COALINGA HIGHLIGHTS

Coalinga's receipts from October through December were 5.3% below the fourth sales period in 2024. Excluding reporting aberrations, actual sales were down 1.6%.

State-county pools, the City's second largest income classification, had a negative 2.3% return which was heavily impacted by the contraction of several businesses sectors.

The food-drugs group showed adverse earnings from grocery stores as consumers restricted spending on non-essential food items.

Service stations saw promising returns at the pumps this quarter while gas prices remained stable. Likewise, the business-industry group enjoyed solid earnings of 13.6% during this quarter compared to the state average which was relatively flat.

The voter-approved Measures J had positive results of 5.8% primarily from the building construction sector.

Net of aberrations, taxable sales for all of Fresno County grew 3.2% over the comparable time period; the San Joaquin Valley was up 0.5%.



#### TOP 25 PRODUCERS

- |                                 |                         |
|---------------------------------|-------------------------|
| AutoZone                        | Royal Liquor            |
| Big 5 Sporting Goods            | Save Mart               |
| Billingsley Tire Service        | State Foods             |
| Chevron                         | Taco Bell               |
| Coalinga Hardware               | Tacos Y Mariscos Sergio |
| Coalinga Valley Market          | Tractor Supply          |
| Cookies Coalinga                | Triple J Ready Mix      |
| Dispensary & Consumption Lounge | Tropicana Super Market  |
| DG Market                       | Valley Food Mart        |
| Dollar Tree                     | Gasoline                |
| Fastrip                         | Walgreens               |
| Fatte Albert's Pizza            | West Hills Oil          |
| Little Caesars Pizza            |                         |
| McDonald's                      |                         |
| O'Reilly Auto Parts             |                         |



## STATEWIDE RESULTS

California’s local one cent sales and use tax receipts posted moderate growth during the fourth quarter, reflecting resilient consumer behavior despite persistent economic headwinds. For the months of October through December, revenues increased 1.2% from the year ago quarter after adjusting for accounting anomalies. This performance capped an overall improvement for calendar year 2025 of 1.2%, marking a welcomed annual increase after two consecutive years of decline.

Consumer spending patterns during the holiday season played a central role in the fourth-quarter results. Fulfillment centers and countywide use tax pools generated strong returns, driven by sustained demand for online shopping as cost-conscious consumers prioritized convenience and price comparison. This e-commerce momentum persisted throughout the 2025 year. Traditional brick-and-mortar retailers, particularly apparel and jewelry stores, also realized modest seasonal gains, benefiting from holiday purchasing activity.

Restaurant sales taxes rose again, although operators reported continual pressure from rising costs that influenced customer behavior. Diners reduced visit frequency and alcohol purchases, reflecting heightened price sensitivity. While upcoming national and global sporting events in California could support localized growth, broader restaurant sector expansion is expected to remain constrained and concentrated primarily in tourism-heavy and event-focused regions.

Energy-related initiatives produced solid returns; however, revenue allocation mechanisms shifted, with proceeds previously reported directly to local agencies now distributed through county pools during the current period.

In contrast, the autos-transportation and building-construction sectors remained

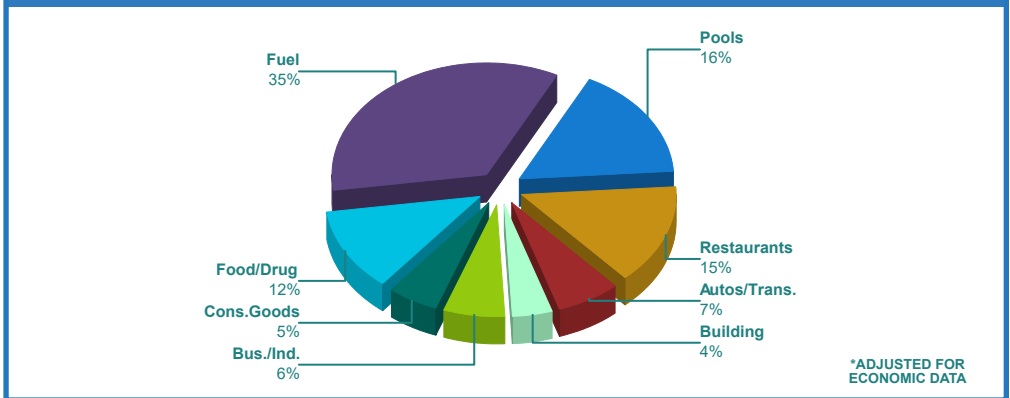
subdued. Elevated interest rates, seasonal purchasing patterns, and winter weather limited activity, particularly in high-value purchases such as vehicles and home improvement projects. Contractors in roofing and concrete experienced reduced productivity, reinforcing expectations of continued stagnation in these industries. With minimal interest rate relief projected for 2026, significant near-term recovery remains unlikely.

Looking ahead, emerging global risks present growing uncertainty. While not reflected in current results, escalating tensions in the Middle East have driven West Texas Intermediate crude oil prices above \$100 per barrel, translating into sharply higher gasoline prices exceeding \$6 per gallon locally. Refinery

closures across Northern and Southern California further amplify supply pressures. Prolonged energy price volatility could force consumers to redirect spending toward fuel costs, reducing discretionary expenditures in other sectors.

Prior to these developments, short-term economic expectations were cautiously optimistic. However, renewed inflationary pressure has led the Federal Reserve to delay anticipated interest rate reductions, limiting consumer flexibility. Stubbornly high fuel prices may also dampen travel and tourism through summer, leaving little room for broad-based sales tax growth in the year.

### REVENUE BY BUSINESS GROUP Coalinga This Calendar Year\*



### TOP NON-CONFIDENTIAL BUSINESS TYPES

Coalinga Business Type	Q4 '25	Change	County Change	HdL State Change
Service Stations	48,846	2.2% ↑	-2.4% ↓	-2.1% ↓
Quick-Service Restaurants	26,606	-2.7% ↓	1.0% ↑	0.1% ↑
Automotive Supply Stores	17,971	2.2% ↑	-2.0% ↓	-2.3% ↓
Grocery Stores	16,460	-12.0% ↓	-0.8% ↓	0.7% ↑
Casual Dining	8,236	5.4% ↑	-0.8% ↓	2.3% ↑
Government/Social Org.	1,958	0.4% ↑	13.5% ↑	15.7% ↑
Receivables/Master Outlets	1,016	759.3% ↑	39.9% ↑	1.0% ↑
Auto Repair Shops	803	-39.6% ↓	-10.9% ↓	-1.9% ↓

*\*Allocation aberrations have been adjusted to reflect sales activity*

# CALIFORNIA FORECAST

SALES TAX TRENDS & ECONOMIC DRIVERS

MARCH 2026



*San Diego, CA*



**HdL** Companies

888.861.0220 | [solutions@hdlcompanies.com](mailto:solutions@hdlcompanies.com) | [hdlcompanies.com](http://hdlcompanies.com)



**Overview:** Amid ongoing global events, political volatility, and consumer uncertainty surrounding both the California and national economies, near-term sales tax revenues are still expected to post modest growth. Fiscal year 2025–26 projections are consistent with expectations set in the second quarter of 2025, reflecting a broadly stable outlook, and gradually improving statewide sales tax revenues. Consumers remain attentive to inflation trends, tariff-related price changes, interest rate movements, and fuel costs. Despite these pressures, overall spending patterns have demonstrated resilience. Household demand is expected to remain steady, supporting moderate gains over the coming year even as pockets of unpredictability persist across numerous sectors.

**Autos/Transportation** 2025/26 | 2026/27  
-0.5% | 2.5%



The expiration of federal electric vehicle tax credits in September 2025 caused a sharper-than-anticipated 4Q25 decline in auto sales as many consumers advanced purchases to take advantage of the incentive. Consequently, the current-year forecast is modestly revised downward. Additional uncertainty stems from the onset of conflict involving Iran, which contributed to higher fuel prices. This dynamic temporarily delayed vehicle purchases and may shift consumer preferences toward more affordable, fuel-efficient models. Still, the sector's longer-term outlook remains constructive. The historically high average age of the nation's vehicle fleet points to significant pent-up demand that is expected to support renewed growth and a gradual return to normalized sales conditions beyond 2026.

**Building/Construction** 2025/26 | 2026/27  
-2.2% | 1.3%



Activity in this category remained largely unchanged compared to the third quarter of 2025. The expiration of the 30% federal solar investment tax credit on December 31 drove a short-term increase in sales for some material suppliers and electrical contractors. Infrastructure projects had limited direct impact as materials were often sourced through suppliers classified under business and industry. Roofing activity saw a modest uptick, though gains were concentrated among a small number of contractors. Based on patterns observed following 2022 heavy rainfall, more significant repair activity is anticipated to begin during the summer months. First-quarter results for large home improvement retailers may appear softer due to year-ago calendar and tax allocation anomalies.

**Business/Industry** 2025/26 | 2026/27  
2.3% | 3.0%



Business and industry produced a net positive result in the quarter, buoyed primarily by constant expansion in e-commerce. Consumers leaned heavily into the convenience of mobile-enabled online shopping during the winter season. California-based fulfillment centers accounted for an estimated 34% of revenues, helping to offset softness elsewhere. YoY comparisons were affected by one-time technology and energy-related payments recorded in the prior year. While industrial segments continue to face challenges related to capital financing costs and tariffs, the statewide forecast remains cautiously optimistic. Growth is expected to be driven by AI-integrated technologies, logistics efficiencies, and continued e-commerce adoption.

**Food/Drugs** 2025/26 | 2026/27  
-1.7 | 0.4%



Grocery stores recorded a modest uptick, 0.8%, reflecting the sustained rise of online ordering and click-and-collect services. Viral social media trends created sudden surges in demand for specific products, accelerating turnover cycles. Convenience stores and liquor markets experienced contraction, although many operators are attempting to stabilize traffic by expanding prepared food offerings. Cannabis retailers posted positive results, as vape products surpassed traditional flower in sales for the first time. Drug stores, however, continued to struggle amid widespread closures, contributing to the emergence of 'pharmacy deserts' in urban and under-served areas. Overall, tax filings are expected to soften further through the remainder of the fiscal year.

**Fuel/Service Stations** 2025/26 | 2026/27  
1.3% | 3.9%



Fuel-related taxable sales entered 2026 with significant volatility following a weaker outcome in fourth quarter 2025. Geopolitical tensions involving Iran drove sharp swings in crude markets, with West Texas Intermediate (WTI) prices fluctuating between \$80 and \$120 per barrel in March. As a general benchmark, every \$10 increase in WTI prices translates into an approximate \$0.24 increase per gallon at California pumps. Structural supply pressures—including the closure of the Phillips 66 refinery in Los Angeles and the scheduled shutdown of Valero's Benicia refinery in April along with CARB regulations—are compounding upward price risks. While short-term price volatility may temporarily lift taxable sales, long-term growth in this group continues to average near 2% annually.

**General Consumer Goods** 2025/26 | 2026/27  
1.1% | 1.2%



Brick-and-mortar retailers maintained momentum in late 2025, posting year-over-year growth of 0.8%. Gains were concentrated in family apparel, led by off-price retailers and the continuous expansion of athleisure brands. As 2026 unfolds, comparisons will be influenced by last year's national retail boycotts, which weighed on in-store sales at major chains. A partial rebound is anticipated, supported by larger tax refunds in the first half of the year. While tariff-related uncertainties linger, conditions across general consumer goods are expected to stabilize. Retail risk has increasingly shifted toward secondary impacts from fuel price volatility and geopolitical disruptions; discretionary spending could contract in the coming months.

**Restaurants/Hotels** 2025/26 | 2026/27  
1.8% | 1.9%



Consumers remain highly value-conscious, and the restaurant industry continues to contend with elevated labor and operational costs. Several national chains are closing underperforming locations while reallocating resources toward higher-growth markets. Despite these pressures, the outlook includes notable upside. California hosted the Super Bowl in 2026 and will do so again in 2027, alongside multiple World Cup matches in 2026 and the Olympic Games in 2028. These events reliably boost visitor spending, generating meaningful revenue gains for restaurants and hotels in host regions and lifting statewide averages.

**State and County Pools** 2025/26 | 2026/27  
5.3% | 2.5%



Use tax pool collections exceeded expectations in the fourth quarter of 2025, driven largely by e-commerce marketplace sellers and retailers with a strong online presence. Additional one-time gains were observed in select counties from business-related segments such as energy-utilities and the Franchise Tax Board for self-reported sales activity. The long-term trend remains clear: an increasing share of consumer retail revenue is generated through internet-based transactions. Substantial company investment in AI-enabled platforms and digital fulfillment is expected to further expand the pool tax base in coming years.



# NATIONAL AND STATEWIDE ECONOMIC DRIVERS

2025/26 | 2026/27

2025/26 | 2026/27



## U.S. Real GDP Growth

2.5% | 2.2%

The year is progressing amid domestic unease and foreign policy shocks in the Middle East. Uncertainty remains elevated, and consumer confidence has plunged to near record lows. Still, the big picture reveals that very little has changed in the U.S. economy over the last year. The federal government shutdown left much of the core data lagging, but what did filter through points to more of the same—decent economic growth despite soft labor markets. Real GDP grew 2.2% in 2025, confirming Beacon Economics' view that the economy would remain stable in the near term. Heading into the second half of 2026, the nation's economy appears set for a modest acceleration, with the Federal Reserve and Congress moving into stimulus mode.



## U.S. Unemployment Rate

4.4% | 4.5%

The nation's unemployment rate, now 4.4%, has gradually increased over the last two years. Uncertainty is partly to blame for soft labor markets, despite a growing economy. This prevents employers from pursuing aggressive expansion plans, and AI may have slightly reduced demand for certain jobs. The concentration of softness at the entry level (younger workers) seems to support the AI claim. But the deeper truth is that U.S. labor markets aren't as soft as they appear. Claims for unemployment insurance remain very low, and the job-openings rate is still 4.5%—a historically normal level. The real issue is flat or even contracting labor supply due to policy shifts related to undocumented immigrants. Current policies have essentially halted in immigration into the United States, a challenge being masked by these short-term fluctuations in labor demand.



## CA Unemployment Rate

5.5% | 5.3%

California's unemployment rate has remained stable, reaching 5.6% in September 2025 and staying within a narrow 5.4% to 5.6% range over the past year. The consistency of the rate indicates that the labor market has settled into a new equilibrium. Labor market flows have slowed, with hiring no longer keeping pace with worker separations, limiting net job growth. Increases in unemployment have been concentrated among labor force re-entrants and longer-duration job seekers, while job losses have remained stable. Together, these patterns point to slower job switching and longer job searches, rather than an increase in layoffs, keeping unemployment elevated even as the labor market avoids broader deterioration.



## CA Residential Building Permits

94,175 | 102,021

Over the past decade, California permitted an average of approximately 9,000 single- and multifamily housing units per month. For FY 2026, permits in the state are on track to reach around 105,000; not nearly enough to meaningfully expand supply. Under the 2021–2029 RHNA cycle, California jurisdictions are expected to accommodate about 2.5 million units statewide, or roughly 312,000 units per year. Actual production, even in strong years, has typically been between 100,000 to 130,000 units annually, meaning the state has been building about one-third of what planners estimate is needed to keep up with demand and address existing undersupply.



## CA Total Nonfarm Employment Growth

0.2% | 0.2%

In California, hiring has remained soft since the pandemic, labor force growth continues to lag the nation, and unemployment remains high. Demand for workers has cooled but not evaporated. Job postings are now roughly in line with 2015 levels, well below both the recent hiring surge and the pre-pandemic period. The state's labor market will remain soft in the near term, with modest employment gains and elevated unemployment. California's ability to sustain growth will depend on expanding housing supply and restoring population growth. Without progress on these fronts, demographic aging and labor force constraints will continue to weigh on the state's economic growth, even with favorable conditions nationwide.



## CA Median Existing Home Price

\$741,508 | \$747,246

California's housing market has cooled, but that hasn't translated into meaningful price relief. Unsold inventory has rebounded from pandemic lows but remains below pre-pandemic levels; 20% lower than 2015. With listings still limited, price growth has slowed, but not fallen. Current trends look similar to the pre-pandemic period. Local resistance to new development is still strong, and without sustained increases in housing production, supply constraints will prevent significant declines in home prices across the state.

## Proposition 172

Statewide Proposition 172 revenues declined a modest 0.3% in fiscal year 2024–25, following a similar decrease of 0.9% the prior year. Growth is forecast to resume, with projected increases of 0.9% in 2025–26 and 1.8% in 2026–27. Current county estimates rely on pro-rata allocation factors issued by the State Controller's Office in July 2025, based on updated 2024 data. These factors are expected to change with the release of calendar year 2025 sales tax results in April 2026. As Bradley-Burns sales tax data often shift due to audits and taxpayer adjustments, Proposition 172 revenues will continue to vary by county.

Watch our webinar for more details!





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California's allocation data trails actual sales activity by three to six months. HdL compensates for the lack of current information by reviewing the latest reports, statistics and perspectives from fifty or more economists, analysts and trade associations to reach a consensus on probable trends for coming quarters. The forecast is used to help project revenues based on statewide formulas and for reference in tailoring sales tax estimates appropriate to each client's specific demographics, tax base and regional trends.

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Beacon Economics has proven to be one of the most thorough and accurate economic research/analytical forecasting firms in the country. Their evaluation of the key drivers impacting local economies and tax revenues provides additional perspective to HdL's quarterly consensus updates. The collaboration and sharing of information between Beacon and HdL helps both companies enhance the accuracy of the work that they perform for their respective clients.

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

**Subject:** Waive the Second Reading and Adopt Ordinance No. 880 Amending Coalinga Municipal Code Sections 9-5.128 and 9-5.129 Relating to Commercial Cannabis Operations, Including Provisions for Regulatory Permits, Employee Permits, Operational Standards, and Other Related Regulatory Requirements

**Meeting Date:** Thursday, May 21, 2026

**From:** Sean Brewer, City Manager

**Prepared by:** Jesse Barron, Assistant City Manager

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**I. RECOMMENDATION:**

Staff recommends that the City Council waive the full reading and adopt Ordinance No. 880, amending Coalinga Municipal Code Sections 9-5.128 and 9-5.129 relating to commercial cannabis operations, including provisions for regulatory permits, employee permits, operational standards, and other related regulatory requirements.

**II. BACKGROUND:**

City Cannabis Regulation History

The City of Coalinga has authorized commercial cannabis operations within its jurisdiction since 2016. On November 3, 2016, the City Council adopted Ordinance No. 797 establishing Section 9-5.128 of the Coalinga Municipal Code, establishing the City's initial regulatory framework for commercial cannabis operations, including cultivation, manufacturing, testing, and distribution activities. On January 4, 2017, the City Council adopted Ordinance No. 804 establishing Section 9-5.129 to address retail cannabis operations, extending local permitting requirements to retail businesses operating within the City.

Evolution of State Cannabis Law

Since the City's initial adoption of its cannabis regulations, the State of California has substantially restructured its cannabis regulatory framework. In June 2017, the Legislature enacted the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), which consolidated the regulatory programs for medicinal and adult-use cannabis under a unified licensing structure. The Department of Cannabis Control (DCC) was subsequently established in 2021 as the single State agency responsible for cannabis licensing and enforcement. Subsequent legislative and regulatory amendments have further refined licensing categories and compliance obligations for commercial cannabis businesses.

As State law has evolved, the City's existing cannabis code provisions, adopted incrementally and at different points in time, have become increasingly difficult to administer in a cohesive manner. Certain provisions have become duplicative of State law requirements, others have been superseded by subsequent legislative changes, and portions of the existing code contain internal inconsistencies that create ambiguity for operators and City staff responsible for day-to-day administration and enforcement.

**Staff Analysis**

The proposed ordinance is intended to consolidate, update, and restate the City's commercial cannabis

regulations into a single, comprehensive chapter of the Coalinga Municipal Code. The consolidation effort is not intended to materially expand or contract the types of cannabis activities currently authorized within the City, but rather to modernize the regulatory framework, improve internal consistency, and align local requirements with current State law where appropriate.

Key updates incorporated into the proposed ordinance include, among other provisions:

#### Consolidation and Reorganization

The proposed ordinance consolidates Sections 9-5.128 and 9-5.129 of the Coalinga Municipal Code, along with all related commercial cannabis provisions, into a single, unified cannabis permitting chapter. This consolidation eliminates the fragmented, incrementally adopted structure of the existing code and replaces it with a logically organized regulatory framework structured as follows:

- Application and Permit Procedures — governing the submission, review, issuance, renewal, suspension, and revocation of local cannabis regulatory permits;
- General Operational Requirements — establishing baseline operating standards applicable to all permitted cannabis business types;
- Security Requirements — establishing physical security, surveillance, and access control standards applicable to all permitted cannabis business types; and
- Activity-Specific Requirements — establishing regulatory standards tailored to the unique operational characteristics of each of the following license categories:
  - o Cultivation
  - o Manufacturing
  - o Testing Laboratory
  - o Distributer
  - o Nursery
  - o Microbusinesses
  - o Retail

#### Consolidated and Updated Definitions

The proposed ordinance consolidates and restates all cannabis-related defined terms into a single definitions section, eliminating redundant and duplicative definitions that currently appear across Sections 9-5.128 and 9-5.129. Definitions have been updated to align with current terminology used by the Department of Cannabis Control and applicable State statutes, ensuring consistency between local and State regulatory frameworks.

#### Removal of Outdated and Duplicative Provisions

Provisions that replicate, conflict with, or have been superseded by current State cannabis law and Department of Cannabis Control regulations have been removed. Where the City's prior ordinances imposed requirements that are now comprehensively addressed at the State level, the proposed ordinance defers to State regulation rather than maintaining parallel local requirements that may create confusion or impose inconsistent obligations on operators.

#### Strengthened Financial Assurance Requirements.

The proposed ordinance replaces the existing flat surety bond requirement of \$25,000 with a revised bond structure calibrated to each permittee's actual cannabis business tax obligation. The revised requirement establishes bond amounts equivalent to one calendar quarter of the permittee's annual tax liability, calculated based on gross receipts for retail operators and facility square footage for non-retail operators. This approach ensures that bond coverage bears a meaningful relationship to each operator's financial exposure to the City and

significantly strengthens the City's ability to recover delinquent cannabis business taxes, enforcement costs, and abatement expenses from a solvent third-party surety rather than a potentially distressed operator.

### Removal of Employee Permitting Requirements

The proposed ordinance removes the City's existing individual employee permit and local background check requirements applicable to cannabis business employees. This change aligns the City's regulatory framework with current State law, which does not impose background check requirements on cannabis business employees at the State licensing level.

Importantly, this change does not eliminate background check requirements altogether. The City will continue to require and conduct background checks on all cannabis regulatory permit applicants and owners as a condition of local permit issuance. This ensures that the City retains meaningful oversight over the individuals ultimately responsible for the ownership, control, and operation of cannabis businesses within its jurisdiction, while eliminating the duplicative and administratively burdensome requirement to screen all individual employees.

### **Environmental Review**

The City is the Lead Agency for this Project pursuant to CEQA Guidelines (Public Resources Code [PRC] Section 15000 et seq.). This update is subject to CEQA Guidelines section 15061(b)(3), which states that “The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” The proposed ordinance includes changes to the zoning code, but nothing in the proposed changes would alter the existing development potential of the City as expressed in the General Plan.

### **III. DISCUSSION:**

The proposed ordinance modernizes the City's commercial cannabis regulatory framework by consolidating a decade of incrementally adopted provisions into a single, clearly organized chapter that improves clarity, consistency, and enforceability for operators, the public, and City staff. The ordinance removes outdated and duplicative provisions that have been superseded by the State's mature cannabis regulatory framework while preserving the City's full local permitting authority and strengthening financial protections through a revised surety bond structure calibrated to each operator's actual tax obligation.

At their April 28<sup>th</sup>, 2026, meeting, the City of Coalinga Planning Commission passed a resolution recommending that the Coalinga City Council consider and approve the Zoning Text Amendment to Coalinga Municipal Code Sections 9-5.128 and 9-5.12 relating to Commercial Cannabis Operations, including provisions for regulatory permits, employee permits, operational standards, and other related regulatory requirements.

### **IV. ALTERNATIVES:**

MOVE TO WAIVE FULL READING AND ADOPT ORDINANCE NO. 880 AMENDING SECTION 9-5.128 OF TITLE 9, CHAPTER 5 OF THE COALINGA MUNICIPAL CODE PERTAINING TO THE STANDARDS FOR COMMERCIAL CANNABIS OPERATION IN THE CITY; (2) AMENDING TITLE 9, CHAPTER 5, ARTICLE 1 OF THE COALINGA MUNICIPAL

CODE TO REPEAL SECTION 9-5.129 PERTAINING TO THE STANDARDS FOR RETAIL CANNABIS OPERATIONS; AND FIND THAT THE PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AS SET FORTH IN SECTION 15061(B)(3) OF THE CEQA GUIDELINES

**or**

MOVE TO DENY ADOPTION OF ORDINANCE NO. 880 AMENDING SECTION 9-5.128 OF TITLE 9, CHAPTER 5 OF THE COALINGA MUNICIPAL CODE PERTAINING TO THE STANDARDS FOR COMMERCIAL CANNABIS OPERATION IN THE CITY; (2) AMENDING TITLE 9, CHAPTER 5, ARTICLE 1 OF THE COALINGA MUNICIPAL CODE TO REPEAL SECTION 9-5.129 PERTAINING TO THE STANDARDS FOR RETAIL CANNABIS OPERATIONS; AND FIND THAT THE PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AS SET FORTH IN SECTION 15061(B)(3) OF THE CEQA GUIDELINES

**V. FISCAL IMPACT:**

There will be no fiscal impact.

**ATTACHMENTS:**

File Name	Description
❏ Ordinace_880_with_Draft_Text_Amendment_05_21_26.pdf	Ordinance No. 880

## ORDINANCE 880

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA: (1) AMENDING SECTION 9-5.128 OF TITLE 9, CHAPTER 5 OF THE COALINGA MUNICIPAL CODE PERTAINING TO THE STANDARDS FOR COMMERCIAL CANNABIS OPERATION IN THE CITY; (2) AMENDING TITLE 9, CHAPTER 5, ARTICLE 1 OF THE COALINGA MUNICIPAL CODE TO REPEAL SECTION 9-5.129 PERTAINING TO THE STANDARDS FOR RETAIL CANNABIS OPERATIONS; AND FIND THAT THE PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AS SET FORTH IN SECTION 15061(B)(3) OF THE CEQA GUIDELINES**

**WHEREAS**, on November 3, 2016, the City Council adopted Ordinance No. 797 establishing Section 9-5.128 of the Coalinga Municipal Code to regulate commercial cannabis operations within the City, authorizing cultivation, manufacturing, testing, and distribution activities subject to local permitting requirements; and,

**WHEREAS**, on January 4, 2017, the City Council adopted Ordinance No. 804 establishing Section 9-5.129 of the Coalinga Municipal Code to regulate retail cannabis operations within the City; and,

**WHEREAS**, since the adoption of Sections 9-5.128 and 9-5.129, the State of California has significantly evolved its cannabis regulatory framework, including through the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and subsequent legislative and regulatory amendments, which have altered licensing categories, compliance requirements, and operator obligations applicable to commercial cannabis businesses; and

**WHEREAS**, as a result of this incremental adoption and the ongoing evolution of State cannabis law, certain provisions of the City's existing cannabis regulations have become duplicative, outdated, or internally inconsistent, creating potential ambiguity for operators, the public, and City staff responsible for administration and enforcement; and

**WHEREAS**, the City Council finds that consolidating, updating, and restating the City's commercial cannabis regulations into a single, comprehensive section of the Municipal Code will improve clarity, enforceability, and administrative efficiency, while preserving the City's authority under applicable State law to exercise local control over the permitting and regulation of commercial cannabis operations within its jurisdiction; and,

**WHEREAS**, Notice of Public Hearing for Planning Commission and City Council was posted at City Hall, Police Department Bulletin Board, Fire Department Bulletin Board, Coalinga District Library, Chamber of Commerce, and City of Coalinga website, on April 8, 2026, and;

**WHEREAS**, the Planning Commission held the duly noticed Public Hearing on April 28, 2026, to take testimony with regard to the proposed Zoning Text Amendment and adopted a resolution with a recommendation to the City Council to approve the Zoning Text Amendment; and

**WHEREAS**, the laws and regulations relating to the preparation and adoption of environmental documents, as set forth in the State Guidelines Implementing the California Environmental Quality Act have been adhered to; and

**WHEREAS**, the City Council held a public hearing on May 7, 2026 to consider the Zoning Text Amendment during which the Council solicited public testimony, and fully considered this request and the potential environmental effects; and

**WHEREAS**, after the public hearing, the City Council introduced the ordinance; and

**WHEREAS**, the City Council now desires to approve the Zoning Text Amendment to amend Section 9-5.128 and Section 9-5.129 of Title 9, Chapter 5 of the Coalinga Municipal Code as set forth in Exhibit '1'.

**NOW, THEREFORE, THE CITY COUNCIL HEREBY FINDS, DETERMINES, AND DECLARES THE FOLLOWING:**

1. Recitals. The City Council hereby finds that all the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA. The Zoning Text Amendment is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines because the amendments will have no significant effect on the environment.
3. Zoning Text Amendment. The City Council finds as follows per Coalinga Municipal Code Section 9-6.910. – Required findings.
  - a. The proposed Zoning Ordinance amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
  - b. The proposed Zoning Ordinance amendment is consistent and compatible with the goals, policies, and actions of the General Plan, and the other applicable provisions of the Zoning Ordinance.
  - c. The proposed Zoning Ordinance amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act.
4. Approval of the Zoning Text Amendment. Given that all findings can be made, the City Council approval of the Zoning Text Amendment as set forth in Exhibit '1'.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COALINGA DOES ORDAIN AS FOLLOWS:**

Section 1. Section 9-5.128 – Cannabis cultivation, manufacturing, testing, transportation and distribution of Title 9, Chapter 5 of the Coalinga Municipal Code is hereby amended as shown in Exhibit '1'.

Section 2. Section 9-5.129 – Retail Cannabis Operations of Title 9, Chapter 5, Article 1 of the Coalinga Municipal Code is hereby repealed in its entirety.

Section 3. This Ordinance shall go into effect and be in full force after thirty (30) days after its final passage and adoption.

Section 4. The City Clerk is authorized and directed to cause this ordinance or a summary of this ordinance to be published and circulated in the City of Coalinga, within 15 days after its adoption. If a summary of this ordinance is to be published, then the City Clerk shall cause a summary of the proposed ordinance to be published and a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted, and also shall cause a certified copy of the full text of the adopted ordinance to be posted in the office of the City Clerk after the meeting at which the ordinance is adopted. The summaries shall be approved by the City Attorney.

The foregoing ordinance was introduced by the City Council of the City of Coalinga, California, at a regular meeting held on May 7, 2026, and was passed and adopted by the City Council on the **21<sup>st</sup> day of May 2026** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Nathan Vosburg, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Jensen, City Clerk

**Exhibit "1"**  
**Ordinance No. 880**

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**Sec. 9-5.128. ~~Cannabis cultivation, manufacturing, testing, transportation and distribution~~ Commercial Cannabis Operations.**

- (a) *Purpose.* The purpose of this section is to adopt local regulations applicable to commercial cannabis operations as may be permitted under California Government Code, Title 4, Division 19 of the California Code of Regulations, and the provisions of the Medical and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).
- (b) *Definitions.* Except as set forth herein, or where a different meaning is clearly intended by the language, the definitions set forth in the Act shall apply to interpretations under this section.

*Act* means the Medicinal and Adult-Use Cannabis Regulation and Safety Act or a subsequent cannabis related law adopted by the State.

*Applicant* means a person who is required to file an application for a permit under this section.

*Business owner* means the owner(s) of the cannabis operations. For corporations and limited liability companies, business owner means the President, Vice President, and any shareholder owning a twenty (20) percent or greater share of the corporation or company. For partnerships, business owner means all general partners and managing partners.

*Cannabis* shall have the meaning set forth in California Business and Professions Code section ~~19300.5(f)26001(g)~~, including marijuana and cannabis concentrate (as defined in Business and Professions Code section 19300.5(g)26001(i)), that has been recommended to an individual by a licensed physician for the treatment of an illness or disease pursuant to California Health and Safety 11362.5 et seq.

*Cannabis consumption lounge* shall mean a location with both onsite retail sale and areas to consume cannabis or cannabis products. A consumption cafe/lounge shall have a licensed retail premises that is a physical location from which commercial cannabis activities are conducted. The consumption cafe/lounge shall only sell cannabis or cannabis products to adults twenty-one (21) years of age or older for onsite consumption, either through smoking, vaping, or ingestion of edible or topical products. The space occupied by a consumption cafe/lounge shall be definite and distinct from the space where other activities licensed are exercised and shall be accessed through a separate entrance. Onsite consumption lounges and cafes shall only be permitted in the Downtown Overlay District.

*Cannabis retail facility* means a physical building where adult-use and/or medicinal cannabis products, or devices for the use of adult-use and/or medicinal cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers, cannabis and cannabis products as part of retail sale. This includes microbusinesses with on-site indoor cultivation limited to 10,000 square feet or as prescribed by state law.

*City* means the City of Coalinga.

*Co-location of businesses* shall mean the existence of multiple cannabis operations located at a single location (parcel, building or structure) or as defined by the State of California. This also includes the co-location of both adult-use and medicinal commercial cannabis operations as prescribed by law.

*Commercial cannabis operation* means any commercial cannabis activity allowed under the Act and the implementing regulations, as the Act and the implementing regulations may be amended from time to time, and all uses permitted under any subsequently enacted State law pertaining to the same or similar uses for recreational cannabis.

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*Commercial cannabis regulatory permit or regulatory permit* means the permit required under this section to have a commercial cannabis operation, and any prior permit granted by the City under Urgency Ordinance No. 791 pursuant to the registration process.

*Customer* means a natural person 21 years of age or older or a natural person 18 years of age or older who possesses a physician's recommendation, or a primary caregiver. ~~means a qualified patient, primary caregiver to a qualified patient, or anyone otherwise allowed by state law to purchase, consume, or possess adult use or medicinal cannabis.~~

~~*Employee permit* means the permit required under this section for every employee or independent contractor working at a commercial cannabis operation or involved in transportation/delivery related services for a commercial cannabis operation.~~

*Limited-access area* is an area in which medical cannabis goods are stored or held and is only accessible to a licensee and his or her employees and contractors.

*Non-commercial and adult-use cannabis activity* means all uses not included within the definition of commercial cannabis operation, including the personal use, cultivation, or consumption of cannabis, whether medicinal or for adult-use.

*Operator* means the business owner and any other person designated by the business owner as responsible for the day to day cannabis operations.

*Ordinance* means the ordinance adopting this section, and including the terms of this section, which may be commonly referred to as the City's "Commercial Cannabis Ordinance."

*Outdoor cultivation* means the cultivation of cannabis, outside of a structure, without the use of artificial lighting in the canopy area at any point in time. Cultivation within a hoop structure is considered outdoor cultivation. No artificial lighting is permissible for outdoor cultivation, including within hoop structures.

*Personal cannabis* means cannabis that is cultivated, processed, or stored for a single customer's use.

*Police Chief* means the Police Chief of the City of Coalinga or his or her designee.

*Premises* means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.

*Premises owner* means the fee owner(s) of the premises where cannabis operations are occurring.

*Primary caregiver* is an individual designated by the qualified patient who has consistently assumed responsibility for the housing, health, or safety of that patient pursuant to statutory and case law.

*Qualified patient* is a person who has a recommendation for cannabis by a licensed physician and is entitled to the protections offered by California Health and Safety Code Section 11362.5, and who has an identification card issued by the State Department of Public Health identifying the individual as a person authorized to engage in the use of cannabis as well as a picture identification of one of the following:

- A document issued by a federal, state, county, or municipal government, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, physical description, and picture of the person;
- A valid identification card issued to a member of the Armed Forces that includes a date of birth and a picture of the person; or

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- A valid passport issued by the United States or by a foreign government.

*Responsible party* shall mean the business owner, operator, manager(s), and any employee having significant control over the cannabis operations.

Retail means any activity involving the retail sale of cannabis or cannabis products from a cannabis retail facility for both adult-use and medicinal cannabis customers.

(c) Commercial cannabis operation ~~P~~ermitting.

(1) Permitted uses and zoning. Business owners meeting the requirements of this section, unless specified otherwise, shall be allowed to conduct the following commercial cannabis operations in the MBL - Light Manufacturing/Business Zone District of the City:

- Indoor cultivation.
- Outdoor cultivation.
- Manufacturing (nonvolatile).
- Manufacturing (volatile).
- Testing laboratory.
- Distributer.
- Nursery.
- Retail.
- Microbusiness.

(2) No more than two (2) Cannabis Retail regulatory permits shall be issued City wide. Nothing herein shall require the City to issue the maximum number of permits allowed by this section.

(3) ~~(12)~~—Distance separation from schools. Cannabis operations shall comply with the distance separation requirements from schools as required by State law. In addition, a commercial cannabis operation shall not be located within 930 feet from any existing school or proposed school site as identified in the General Plan. Measurements shall be from property boundary to property boundary. For purposes of this section, school means any public or private school providing instruction in kindergarten or grades 1—12, inclusive, but does not include any private school in which education is primarily conducted in private homes. ~~The commercial cannabis operation shall at all times be in compliance with this section or as otherwise specified as it may be amended from time to time or repealed and replaced by another section governing the commercial cannabis operation.~~

(4) Retail location from sensitive uses.

a. A retail premises/facility permitted under this division shall not be located within a 600-foot radius of a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center that is in existence at the time the license is issued.

b. A retail premises/facility shall not be located within 100 feet of a residential district.

c. The distance specified in this section shall be measured in the same manner as provided in subdivision (c) of Section 11362.768 of the Health and Safety Code unless otherwise provided by law.

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(5) The commercial cannabis operation shall at all times be in compliance with this section or as otherwise specified as it may be amended from time to time or repealed and replaced by another section governing the commercial cannabis operation.

(ed) Commercial cannabis regulatory permit. No person or entity shall operate a commercial cannabis operation within the City of Coalinga without first obtaining a commercial cannabis regulatory permit from the City. The regulatory permit shall be site specific and shall specifically identify the commercial cannabis activity that will be allowed at that site. No commercial cannabis activity will be allowed unless specifically identified in the regulatory permit. A property owner need not be permitted, and permits shall be held by an applicant.

(fe) Conditional use permit. Prior to, or concurrently with, applying for a regulatory permit, the applicant shall process a conditional use permit as required by the City's Land Use Regulations. Information that may be duplicative in the two (2) applications can be incorporated by reference. The conditional use permit shall run with the land. If an existing permitted retail facility seeks a consumption lounges or café, an amended CUP must be approved to permit such activity.

(gf) Applications for regulatory permits and responsible party designation.

(1) Application. Applications for regulatory permits shall be filed by the proposed business owner(s) with the Police Chief and include the information set forth herein. The Police Chief may request such information he or she deems necessary to determine who the applicant is. The applicant shall certify under penalty of perjury that all of the information contained in the application is true and correct. The application shall contain the following items for the business owner, operator and all responsible parties known at the time (if different than the business owner), and any other party designated below, to the extent the same shall apply:

- a. The full name, present address, and telephone number, including such information to the premises owner.
- b. Date of birth.
- c. Tax identification number.
- d. The address to which notices relating to the application is to be mailed.
- e. Previous addresses for the five (5) years immediately preceding the present.
- f. The height, weight, color of eyes and hair.
- g. Photographs for identification purposes (photographs shall be taken by the Police Department).
- h. All business, occupation, or employment for the five (5) years immediately preceding the date of submittal of the application form.
- i. The cannabis operation business history, including whether the business owner and responsible parties while previously operating in this or another city, county or state has had a cannabis related license revoked or suspended, the reason therefore, and the business or activity or occupation subsequent to such action of suspension or revocation.
- j. Complete property ownership and lease details, where applicable. If the business owner is not the premises owner, the application form must be accompanied with a notarized acknowledgment from the premises owner that cannabis operations will occur on its property.
- k. A descriptive business plan for the cannabis operation, including a detailed list of all cannabis operations proposed to occur on the premises.
- l. A diagram and floor plan of the entire premises, denoting all the use of areas proposed for cannabis operations, including, but not necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need

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not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six (6) inches.

- m. The name or names of the operator. The operator shall designate one or more responsible parties, one of which shall at all times be available as a point of contact for the City, twenty-four (24) hours per day. The contact information and schedule of the operator and responsible parties shall be provided to the Police Chief and updated within twenty-four (24) hours of any changes.
- n. The proposed security arrangements for insuring the safety of persons and to protect the premises from theft.
- o. An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the cannabis operation and the property line of any school as set forth in the operational requirements.
- p. A descriptive operations plan for the cannabis operation that shall include, but not be limited to, standard operating procedures, training program, number of employees, inventory procedures, waste management plan, quality control procedures, pest management, estimated water use, and equipment storage.
- q. Authorization for the City, its agents and employees to seek verification of the information submitted.

(2) Improper or incomplete application. If the applicant has completed the application improperly, or if the application is incomplete, the Police Chief shall, within thirty (30) days of receipt of the original application, notify the applicant of such fact.

(3) Changes in information. Except as may otherwise be provided, the information provided in this subsection shall be updated to the Police Chief upon any change within ten (10) days.

(4) Other permits or licenses. The fact that an applicant possesses other types of State or City permits or licenses does not exempt the applicant from the requirement of obtaining a regulatory permit.

(h) Employee permits.

(1) Permit required. Every employee or independent contractor working at a commercial cannabis operation shall obtain an employee permit. It shall be the duty of the operator to ensure that employee permits are obtained from the Police Department prior to the employee or independent contractor commencing work. Persons who are listed as a business owner on a regulatory permit shall not be required to obtain an employee permit if such person also serves as an employee or contractor. All responsible parties, except the business owner, shall be required to obtain an employee permit.

(2) Application. Each employee and independent contractor shall be required to provide the following information under penalty of perjury, so that the Police Department can perform a background check:

a. Name, current resident address, and telephone number.

b. Date of birth.

c. Tax identification number.

d. Height, weight, color of eyes, and hair.

e. Photographs for identification purposes (photographs shall be taken by the Police Department).

f. Be fingerprinted by the Police Department.

g. Such other identification and information as deemed necessary by the Police Chief and pertinent to the employee permit.

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~~h. — Authorization for the City, its agents and employees to seek verification of the information contained within the application.~~

~~i. — The name of the business owner holding the regulatory permit and the operator for which such person is proposed to work.~~

~~(ig) *Application fees.* Every application for a regulatory permit and employee permit shall be accompanied by a nonrefundable fee, as established by resolution of City Council. This fee shall be in addition to any other business license fee or permit fee imposed by this Code or other governmental agencies. The fee shall include an amount to cover the costs of fingerprinting, photographing, background checks as well as general review and processing of the application.~~

~~(jh) *Investigation and action on application.*~~

~~(1) Upon the filing of a properly completed application and the payment of the fee, the police chief shall conduct an investigation of the application, including a background check of the applicant and all employees and independent contractors owners. All applicants and owners for a regulatory permit and employee permit shall be required to submit to a fingerprint-based criminal history records check conducted by the Coalinga Police Department.~~

~~(2) For regulatory permits, after the background checks and investigation are complete, the Police Chief shall approve or deny a regulatory permit in accordance with the provisions of this section. The recommendation for approval shall include conditions the Police Chief deems reasonable under the circumstances to protect the public health, safety, and welfare of the community.~~

~~(3) For employee permits, after the background checks and investigation are complete, the Police Chief shall either approve or deny an employee permit. At the discretion of the Police Chief, employee permits may be conditionally approved pending the background investigation.~~

~~(ki) *Term of permits and renewals.* Regulatory permits issued under this chapter shall expire one year following the date of issuance. Applications for renewal shall be made at least forty-five (45) days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this section. When made less than forty-five (45) days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits except that the Police Chief shall renew annual permits for additional one year periods if the circumstances and information provided with the initial application have not materially changed.~~

~~(lj) *Grounds for denial of regulatory permit.* The grounds for denial of a regulatory permit shall be one or more of the following:~~

~~(1) The business or conduct of the business at a particular location is prohibited by any local or State law, statute, rule or regulation.~~

~~(2) The business owner or operator has been issued a local or state permit related to cannabis operations at any other location in California, or another state, and that permit was suspended or revoked, or the business owner or operator has had disciplinary action relating to the permit.~~

~~(3) The business owner or operator has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application.~~

~~(4) Consistent with the Act or other applicable State law, the business or its owners or operators, or any responsible person, has been ineligible for a license under the Acts requirements.~~

~~(5) Consistent with the Act or other applicable State law, the business owner or operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.~~

~~(6) The business owner or operator is under twenty-one (21) years of age, or any older other age set by the State.~~

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~~(7) The cannabis operation does not comply with the zoning ordinance standards of the City of Coalinga or the development standards set forth in this title.~~

~~(8) The required annual business license fee, annual regulatory fee or revenue raising fee has not been paid.~~

~~(m) *Grounds for denial of employee permit.* The grounds for denial of an employee permit shall be one or more of the following:~~

~~(1) The applicant has been issued a local or state permit related to cannabis operations at any other location in California, or another state, and that permit was suspended or revoked, or the applicant has had disciplinary action relating to the permit.~~

~~(2) The employee is ineligible for employment under the requirements of the Act.~~

~~(3) Consistent with the Act or other applicable State law, the applicant has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.~~

~~(4) The applicant has committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit.~~

~~(5) An applicant is under twenty one (21) years of age, or any older age set by the State.~~

~~(nk) *Notice of decision and final action.*~~

~~(1) *Regulatory permit.* Action on the regulatory permit shall be as follows:~~

~~a. The Police Chief shall cause a written notice of his or her recommendation on the issuance or denial of a regulatory permit, and the date and time when the City Council will consider action on the regulatory permit, to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid.~~

~~b. Following a public hearing before the City Council, the Council may grant the regulatory permit subject to such conditions as it deems reasonable under the circumstances to protect the public health, safety, and welfare of the community, or it may deny the issuance of the regulatory permit for any of the grounds specified in this section. The decision of the Council shall be final, subject to judicial review below.~~

~~(2) *Employee permit.* Action on the employee permit shall be as follows:~~

~~a. The Police Chief shall cause a written notice of his or her determination on the issuance or denial of an employee permit to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid. The Police Chief's decision on an employee permit shall be final, subject to judicial review.~~

~~(el) *Suspension and revocation of regulatory permit, or employee permit.*~~

~~(1) *Regulatory permit.* The City Council may suspend or revoke the regulatory permit of a commercial cannabis operation when any of the following occur:~~

~~a. The cannabis operation is conducted in violation of any provision of this section, the Act, or any other applicable state law.~~

~~b. The cannabis operation is conducted in such a manner as to create a public or private nuisance.~~

~~c. A failure to pay the regulatory fee or revenue raising fee required by this section.~~

~~d. A failure to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside of or outside the premises, traffic control problems, or obstruction of the operation of another business.~~

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- e. A failure to comply with the terms and conditions of the regulatory permit or any conditional use permit issued in connection therewith.
  - f. Any act which would be considered grounds for denial of the regulatory permit in the first instance.
  - g. Failure to reasonably comply with the recommendations and action items identified on the City's monitoring and compliance reports.
- (2) Employee permit. The Police Chief may suspend or revoke an employee permit when the permittee or the employee has committed any one or more of the following acts:
- a. Any act which would be considered a ground for denial of the permit in the first instance.
  - b. Violates any provision of this section, the Act, or any other applicable law relating to the cannabis operation.
  - c. Violates or fails to comply with the terms and conditions of the employee permit.
- (3) Procedures for revoking regulatory permits. For regulatory permits, the procedures for revoking conditional use permits shall be utilized except that the matter shall be heard by the City Council in the first instance, and shall be subject to the same judicial process as applied to a conditional use permit. (See, Coalinga Municipal Code Section 9-6.114, Effective dates, expiration, extensions, modifications, and revocation of approvals.)
- (4) Procedures for revoking employee permits. Prior to suspension or revocation of an employee permit, the Police Chief shall conduct a hearing. Written notice of the time and place of such hearing shall be served upon the permittee at least five (5) calendar days prior to the date set for such hearing. The notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending the permit. Notice may be given either by personal delivery or by certified U.S. mail, postage prepaid. Any permittee aggrieved by the decision of the Police Chief in suspending or revoking an employee permit shall have no appeal rights and the Police Chief's decision shall be final, subject to judicial review as set forth in this section.
- (5) Immediate suspension. The Police Chief may immediately suspend or revoke a regulatory permit and an employee permit without notice or a hearing, subject to the appeal rights set forth herein, under either of the following circumstances:
- a. The business owner or operator is convicted of a public offense in any court for the violation of any law which relates to the cannabis operation, or in the case of an employee permit, the employee is convicted of a public offense in any court for the violation of any law which relates to the permit.
  - b. The Police Chief determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The Police Chief shall articulate the grounds for the immediate suspension in writing and the suspension shall only be for as long as necessary to address the circumstances which led to the immediate suspension.
- (pm) Effect of denial or revocation. When the City Council shall have denied a regulatory permit or revoked a regulatory permit, or the Police Chief shall have denied or revoked an employee permit, no new application for a regulatory permit and no new application for an employee permit shall be accepted and no regulatory permit or employee permit shall be issued to such person or to any corporation in which he or she shall have any beneficial interest for a period of one year after the action denying or revoking the regulatory permit or employee permit.
- (en) Abandonment. In addition to the suspension or revocation of a regulatory permit, a regulatory permit shall be deemed abandoned if cannabis operations cease for a period of more than ninety (90) consecutive days.

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Before restarting operations, a new regulatory permit shall be secured. The ninety (90) day period shall be tolled during periods of force majeure, which shall be defined as follows: War; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of the permittee.

(fo) Water availability. As a condition of opening for business, the premises owner, business owner, operator, and all responsible parties shall be deemed to have acknowledged and agreed to the following if the cannabis operation is connected to the City's water system.

The City's source of water comes through a contract with the Bureau of Reclamation ("Bureau"). The Bureau has indicated that it will report the use of City water for cannabis operations to the Department of Justice. While the City believes that supplying water to the site does not impair the Bureau contract, should the Bureau, Department of Justice, or other governing agency take actions affecting the City's Bureau contract because of the cannabis operation, the City may be forced to curtail or commingle water supply to the site. Under those circumstances, the cannabis operation may be required to find alternative sources of water supply. If that happens, the City agrees to work with the premises owner, business owner, and operator to find an alternative water source, which may include the commingling of water, accessing a well, or having water delivered to the site by separate contract, but the City cannot provide any guarantees. The premises owner, business owner, and operator assume all risk associated with water supply to the site, including all costs associated therewith. The premises owner, business owner, operator, and all responsible parties shall hold harmless, release, indemnify, and defend the City, its officers, employees, and agents, from any liability associated with the curtailment of water because of the foregoing. This release includes any damages to the premises owner, business owner, operator, and all responsible parties, its employees and contractors, and third parties, and includes the risk of lost revenue, profits and consequential damages.

(sp) Fees and taxes. All cannabis operations shall pay applicable fees and taxes, which may include one or more of the following:

- (1) Business license fee. The business owner shall at all times maintain a current and valid business certificate and pay all business taxes required by Title 3, Chapter 1, of the Coalinga Municipal Code pertaining to business licensing.
- (2) Regulatory license fee. The business owner shall pay an annual regulatory license fee ("regulatory fee") to cover the costs of anticipated enforcement relating to the cannabis operation. The amount of the fee shall be set by resolution of the City Council and be supported by the estimated additional costs of enforcement and monitoring associated with the cannabis operation. The regulatory fee shall be due and payable prior to opening for business and thereafter on January 1 each year thereafter. The regulatory fee may be amended from time to time based upon actual costs.
- (3) Revenue raising fee (voter approved tax). An annual revenue raising fee ("revenue fee") for the privilege of having the right to operate in the City as approved by the local citizens or by applicable Council Resolution.

a. Terms of payment. The square footage calculation shall be determined by including all portions of the premises under the control of the business owner and deducting therefrom driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis operation (such as a janitorial closet). Anywhere cannabis is located or is expected to be located shall be subject to the revenue fee square foot calculation.

If more than one commercial cannabis operation operates on the premises, whether within a single building or multiple buildings, each regulatory permit holder shall be responsible for paying the fee. The fee shall be payable in advance, in not less than quarterly installments, with the first

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quarterly payment due prior to issuance of a certificate of occupancy. The first payment shall be prorated so that future payments coincide with calendar year quarters, but in no event shall the first payment be less than the equivalent of one full quarterly payment. Except for the first quarterly payment, all quarterly payments shall be received by the City no later than thirty (30) days after the end of the quarter.

(4) All other state and local rules.

~~(4g)~~ *Minimum operational requirements and restrictions.* The following operational requirements and restrictions shall apply to all commercial cannabis operations:

(1) *The Act and other state laws.* The cannabis operations shall at all times be in compliance with the Act and the implementing regulations, as they may be amended from time to time, as well as all required State license(s) under the Act, and any other applicable State law. The operator shall obtain required licenses under the Act prior to opening for business, or if the State is not ready to issue licenses under the Act prior to the time of opening, within twelve (12) months of the State being ready to issue the required license(s). Provided, however, that the operator shall at all times be in compliance with all other requirements of the Act and implementing regulations, and any other applicable State law, regardless of the timing of the issuance of a license under the Act.

(2) *Register of employees.* The operator shall maintain a current register of the names of persons ~~required to have employee permit~~employed by the operator. An updated employee register shall be provided to the Police Chief on a quarterly basis. The register shall be available to the Police Chief at all times immediately upon request.

(3) *Signage.* There shall be no signage or markings on the premises, or off-site, which in any way evidences that cannabis operations are occurring on the property. Interior building signage is permissible provided the signage is not visible outside of the building.

(4) *Cannabis consumption.* No cannabis shall be smoked, ingested or otherwise consumed on the premises, except when the business is a licensed retail cannabis operation authorized to operate a consumption lounge in accordance with Section 9-5.128(u)(22). Adequate signage of this prohibition shall be displayed throughout the facility.

~~(5) *Distribution.* There shall be no distribution of cannabis or cannabis-containing products from a cannabis operation except by another State or local licensed or permitted cannabis business holding a distributor license.~~

~~(6) *Manufacturers.* Manufacturers shall adhere to Assembly Bill 2679, applicable State Law and subsequent state regulations.~~

~~(7) *Testing facilities.* Testing facilities shall meet all the requirements of State Law (including B&P Code 26100 and all subsequent State Department Regulations).~~

~~a. *Testing laboratories shall dispose of any waste byproduct resulting from their operations in the manner required by State and local laws and regulations.*~~

~~(85) *Non-commercial cannabis activity.* No non-commercial cannabis activity shall occur on the licensed premises.~~

~~(9) *Retail sales.* The retail sale of cannabis is permitted in accordance with Section 9-5.129.~~

~~(106) *Public access.* There shall be no public access to the commercial cannabis operations premises except for retail facilities.~~

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(117) *Minors.* It shall be unlawful for any operator to employ any person who is not at least twenty-one (21) years of age, or any older age if set by the State.

~~(12) *Distance separation from schools.* Cannabis operations shall comply with the distance separation requirements from schools as required by State law. In addition, a commercial cannabis operation shall not be located within 930 feet from any existing school or proposed school site as identified in the General Plan. Measurements shall be from property boundary to property boundary. For purposes of this section, school means any public or private school providing instruction in kindergarten or grades 1–12, inclusive, but does not include any private school in which education is primarily conducted in private homes.~~

(138) *Hours of operation.* Commercial cannabis operations shall be allowed to operate per the requirements of an approved conditional use permit and subject to the City's noise and nuisance ordinances.

(149) *Building and related codes.* The cannabis operation shall be subject to the following requirements as applicable:

- a. The premises in which the cannabis operations occur shall comply with all applicable local, state and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the Building Official of the City. The operator shall obtain all required building permits and comply with all applicable City standards.
- b. The responsible party shall ensure that the premises has sufficient electrical load for the cannabis operations.
- c. Butane and other flammable materials are permitted to be used for extraction and processing provided the operator complies with all applicable fire and building codes, and any other laws and regulations relating to the use of those products, to ensure the safety of that operation. The Coalinga Fire Department shall inspect and approve the premises for use of the products prior to City's issuance of a certificate of occupancy, or otherwise prior to opening for business, to ensure compliance with this requirement.
- d. The operator shall comply with all laws and regulations pertaining to use of commercial kitchen facilities for the cannabis operations.
- e. The operator shall comply with all environmental laws and regulations pertaining to the cannabis operations, including the use and disposal of water and pesticides, and shall otherwise use best practices to avoid environmental harm.

(1510) *Odor control.* Except for outdoor cultivation, cannabis operations shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the premises, outside the building housing of the cannabis operations, or anywhere on adjacent property or public rights-of-way. As such, cannabis operations must install and maintain the following equipment or any other equipment which the City's Building Official and Police Chief determines has the same or better effectiveness, if a smell extends beyond a property line:

- a. An exhaust air filtration system with odor control that prevents internal odors and pollen from being emitted externally; or
- b. An air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are not detectable outside the cannabis facility.

(11) Record keeping. The responsible party shall make and maintain complete, accurate and legible records of the permitted cannabis operations evidencing compliance with the requirements of this section.

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Those records shall be maintained for a minimum of seven (7) years and shall be accessible to the City of Coalinga upon request.

(12) Insurance. The business owner shall at all times carry a comprehensive general liability policy in the minimum amount of one million dollars (\$1,000,000.00) combined single limit policy, as shall protect the business owner and city from claims for such damages, and which policy shall be issued by an "A" rated insurance carrier. Such policy or policies shall be written on an occurrence form. The City Manager, in consultation with City's Risk Manager, may allow the business owner to obtain lesser amounts of insurance where multiple business Owners are operating on the premises, provided at all times the minimum insurance set forth herein is applicable to the cannabis operations.

The business owner shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by City setting forth the general provisions of the insurance coverage. This countersigned certificate shall name City and its respective officers, agents, employees, and volunteers, as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination.

Coverage provided hereunder by the business owner shall be primary insurance and not be contributing with any insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City.

(13) Surety Bond Requirement.

a. Surety Bond Required. Prior to the issuance or renewal of any cannabis regulatory permit, the applicant shall obtain and maintain a surety bond executed by a corporate surety authorized to transact surety business in the State of California. The bond shall be payable to the City and shall be conditioned upon the permittee's faithful compliance with all applicable provisions of this Chapter, including but not limited to the timely payment of all cannabis business taxes and other fees or obligations owed to the City.

b. Bond Amount. The required bond amount shall be no less than an amount equal to one (1) calendar quarter of the permittee's estimated annual cannabis business tax obligation, as determined by the City Finance Director.

1. For permittees subject to the cannabis business tax based on gross receipts, the required bond amount shall equal no less than one (1) calendar quarter of the permittee's estimated annual cannabis business tax obligation, as determined by the City Finance Director based on the most recent tax return filed by the permittee or projected gross receipts submitted with the permit application.

2. For permittees subject to the cannabis business tax based on facility square footage, the required bond amount shall be no less than an amount equal to one (1) calendar quarter of the permittee's annual cannabis business tax obligation.

3. For applicants with no prior cannabis business tax filing history in the City, the Finance Director shall estimate the bond amount based on projected gross receipts or facility square footage identified in the permit application, comparable operator data, or such other reasonable methodology as the Finance Director deems appropriate. Upon the permittee's first annual renewal, the bond amount shall be recalculated based on actual tax filings and adjusted accordingly.

4. The Finance Director shall recalculate the required bond amount at each permit renewal. If a permittee's recalculated bond requirement exceeds the face value of the existing bond, the permittee shall provide an endorsement increasing the bond to the required amount, or a replacement bond, no later than thirty (30) days prior to the permit renewal date. Failure to do so shall constitute grounds for non-renewal of the permit.

c. Authorized Uses of Bond Proceeds. The City may make a claim against the surety bond and draw upon bond proceeds for any of the following purposes:

1. Recovery of delinquent cannabis business taxes, penalties, and interest owed to the City;
2. Costs incurred by the City in connection with the inspection, investigation, enforcement, or abatement of violations of this Chapter or any applicable state or local cannabis regulation;
3. Costs of seizure, storage, disposal, or destruction of cannabis or cannabis products necessitated by a violation of licensing or permit requirements; and
4. Any other costs, fees, or obligations owed by the permittee to the City arising from the operation of a cannabis business.

d. Notice and Claim Procedure. Before drawing on the bond, the City shall provide written notice to the permittee and the surety identifying the nature and amount of the claim. The permittee shall have ten (10) calendar days from the date of such notice to cure the identified deficiency or default, unless the City Manager determines that an emergency or ongoing harm to public health, safety, or welfare requires immediate action. Failure to cure within the notice period shall authorize the City to proceed with a claim against the surety.

e. Continuous Coverage Required. The surety bond shall remain in full force and effect for the duration of the permit term and shall not be cancelled, reduced, or allowed to lapse without at least thirty (30) days' prior written notice to the City. Cancellation or lapse of the required bond shall constitute grounds for immediate suspension of the cannabis regulatory permit. The permittee shall provide a replacement bond meeting the requirements of this Section within ten (10) calendar days of any cancellation or reduction.

~~(2014)~~ Cannabis Businesses shall operate in compliance with Division 10 of the Business and Professions Code and Title 4, Division 19 of the California Code of Regulations, as may be amended under State law.

~~(2015)~~ *Premises maintenance.* The business owner, operator, and all responsible parties shall continually maintain the premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety and general welfare of employees, patrons, surrounding properties, and the general public. The premises or commercial cannabis operation shall not be maintained in a manner that causes a public or private nuisance.

~~(2116)~~ *Location of uses.* The commercial cannabis operation permitted by this section shall only be allowed in the locations designated on the diagram and floor plan of the premises submitted with the application for a regulatory permit. The commercial cannabis operation shall not operate at any place other than the address of the cannabis operation stated in the regulatory permit.

(er) Security Requirements.

~~(171)~~ *Secure building.* All cannabis operations, except outdoor cultivation, shall occur entirely inside of a building that shall be secure, locked, and fully enclosed, with a ceiling, roof or top.

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- a. The building shall include a burglar alarm monitored by an alarm company or private security company.
  - b. The primary building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures (including, without limitation, commercial greenhouse structures), and include material strong enough to prevent entry except through an open door. The roof may be of solid translucent material provided other security measures exist to ensure that the cannabis operation cannot be seen, heard or smelled beyond the property line.
  - c. Greenhouses shall be considered ancillary to the primary use/structure and constructed in accordance with the California Building Code related to utility structures. Greenhouses shall be secured in way, as approved by the Police Chief, to prevent vehicle intrusion.
  - d. The precise building construction and material to be used shall be identified and provided to the City prior to construction and provided with the application.

(182) *Premises security.* The following security conditions shall apply:

- a. Alarm system (both perimeter, fire and panic).
- b. Remote monitoring of alarm systems.
- c. Perimeter lighting systems (motion sensor) for after-hours security.
- d. Perimeter security and lighting as approved by the Police Chief and Community Development Director.
- e. Use of drive gates with card key access or similar to access the facility.
- f. Entrance areas to be locked at all times areas, and under the control of a designated responsible party.
- g. Use of access control systems to limit access to cannabis related areas.
- h. Exterior and interior camera systems approved by the Police Chief. The camera systems shall meet the minimum requirements of the Act, include interior monitoring of all access points of the site from the interior, and be of a minimum resolution in order to read license plates and facial recognition from all exterior and interior locations.
- i. All security systems at the site are attached to an uninterruptable power supply that provides twenty-four (24) hours of power.
- j. Security patrols by a recognized security company licensed by the California Department of Consumer Affairs or otherwise acceptable to the Police Chief.
- k. All current contact information regarding the security company shall be provided to the Police Chief.
- l. Coalinga Police Department or department designee shall have access to all security systems.
- m. Subject to the provisions below regarding the use and handling of confidential information, IP access for remote monitoring of security cameras by the Coalinga Police Department or Department designee.
- n. Subject to the provisions below regarding the use and handling of confidential information, any and all video or audio tape recordings made for security or other purposes shall be marked with the date and time made and shall be kept, in an unaltered state, for a period of thirty (30) days and must be made available to the Coalinga Police Department or Department designee for duplication upon demand. In addition, upon request by the Coalinga Police Department the

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responsible party shall duplicate the records for the Coalinga Police Department or Department designee.

- o. Hardened bullet resistant windows, or an alternative method of protection such as safety and security window film, approved by the Police Chief, for exterior windows as part of any new or existing construction.
- p. Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.
- q. Electronic track and trace systems for cannabis products as approved by the Police Chief.
- r. Premises may be inspected and records of the business owner audited by the City for compliance at any time.
- s. State of the art network security protocols and equipment need to be in place to protect computer information.
- t. The foregoing requirements shall be approved by the Police Chief prior to commencing operations. The Police Chief may supplement these security requirements once operations begin, subject to review by the City Council if requested by the business owner.

*Confidentiality Statement*

~~—The City, Police Chief, Police Department employees, and any other law enforcement official acting under the direction of the Police Chief who access the premises and video and/or audio feeds or recordings of the premises ("recipients") may receive or be provided with confidential information relating to the cannabis operations, which may include the following: Data, records, plans, and matters relating to customers, vendors, tenants, agreements, and business records (collectively "confidential information").~~

~~—To the extent confidential information is acquired from access to the premises and video and/or audio feeds or recordings as authorized under this section, the recipients shall, to the maximum extent possible, keep such confidential information confidential and not disclose the confidential information to any third parties. Provided, however, that the recipients may disclose confidential information to the State or Federal courts in California in connection with any criminal law enforcement action against the business owner or operator, (including its employees, contractors and agents conducting business within the premises) arising from or related to the cannabis operations, but only to the extent it is necessary and relevant to such criminal prosecution, and the recipients shall file any such documents under seal to the extent they contain any confidential information.~~

~~—Notwithstanding the foregoing, the City may disclose confidential information:~~

~~— 1. As may be required by the California Public Records Act or pursuant to a civil subpoena, provided however, the City shall notify the operator and provide the operator with a reasonable opportunity to obtain a protective order before disclosing the confidential information.~~

~~— 2. In connection with any City enforcement proceeding relating to compliance with City's Municipal Code and this section, but only to the extent the confidential information is relevant to the proceeding.~~

~~(193)~~ *Deliveries of supplies and transportation of product.* The transportation of cannabis and cannabis products shall only be conducted by persons holding a State distributor license or employees of those persons and shall follow all the regulations and safety standards established by the Bureau of Cannabis Control.

~~(22) Outdoor cultivation.~~

- ~~a. Distance separation from Residences. No outdoor cultivation will be permitted within one (1) mile of any Residential Zoning District at the time a conditional use permit is issued.~~

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~~Measurements shall be from property boundary to property boundary. Areas where cannabis is cultivated shall be screened from public view adjacent to the premises by fencing, structures or vegetation.~~

- ~~b. Premises security. Security requirements for outdoor cultivation shall be approved by Council resolution. Absent a resolution by the City Council, the Police Chief shall establish reasonable security requirements for the cannabis operation through the issuance of the regulatory permit.~~
- ~~c. Processing of cannabis products. Outdoor cannabis operation shall occur in a primary structure and constructed/improved in accordance with the California Building Code related to main or utility structures unless the crop is directly distributed to a licensed manufacturing or processing facility on the same parcel. Outdoor cultivation on undeveloped vacant lots shall have a main building that is Title 24 compliant to support the operations.~~
- ~~d. Environmental considerations. All persons engaging in the cultivation of cannabis outdoors shall comply with the State of California's General Environmental Protection Measures including: (1) have a legal water source on the premises, (2) not draw groundwater for the purposes of irrigation, (3) not allow illicit discharges of irrigation or storm water from the premises, (4) not allow the off-site drift or discharge of chemicals, (5) and; be connected to the City of Coalinga sewer system.~~
- ~~e. Disposal of waste material. Cannabis waste material shall be disposed in accordance with State Law. No burning of cannabis waste is permitted.~~
- ~~f. Cultivation plan. A cultivation plan shall be submitted to the City as part of the application process for conditional use permit and regulatory permit. The requirements for the cultivation plan shall be consistent with that of Section 8106 of the California Code of Regulations or as amended.~~

~~(e) Commercial cannabis regulatory permit. No person or entity shall operate a commercial cannabis operation within the City of Coalinga without first obtaining a commercial cannabis regulatory permit from the City. The regulatory permit shall be site specific and shall specifically identify the commercial cannabis activity that will be allowed at that site. No commercial cannabis activity will be allowed unless specifically identified in the regulatory permit.~~

~~(f) Conditional use permit. Prior to, or concurrently with, applying for a regulatory permit, the applicant shall process a conditional use permit as required by the City's Land Use Regulations. Information that may be duplicative in the two (2) applications can be incorporated by reference. The conditional use permit shall run with the land.~~

~~(g) Applications for regulatory permits and responsible party designation.~~

~~(1) Application. Applications for regulatory permits shall be filed by the proposed business owner(s) with the Police Chief and include the information set forth herein. The Police Chief may request such information he or she deems necessary to determine who the applicant is. The applicant shall certify under penalty of perjury that all of the information contained in the application is true and correct. The application shall contain the following items for the business owner, operator and all responsible parties known at the time (if different than the business owner), and any other party designated below, to the extent the same shall apply:~~

- ~~a. The full name, present address, and telephone number, including such information to the premises owner.~~
- ~~b. Date of birth.~~

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- ~~e. Tax identification number.~~
  - ~~d. The address to which notices relating to the application is to be mailed.~~
  - ~~e. Previous addresses for the five (5) years immediately preceding the present.~~
  - ~~f. The height, weight, color of eyes and hair.~~
  - ~~g. Photographs for identification purposes (photographs shall be taken by the Police Department).~~
  - ~~h. All business, occupation, or employment for the five (5) years immediately preceding the date of submittal of the application form.~~
  - ~~i. The cannabis operation business history, including whether the business owner and responsible parties while previously operating in this or another city, county or state has had a cannabis related license revoked or suspended, the reason therefore, and the business or activity or occupation subsequent to such action of suspension or revocation.~~
  - ~~j. Complete property ownership and lease details, where applicable. If the business owner is not the premises owner, the application form must be accompanied with a notarized acknowledgment from the premises owner that cannabis operations will occur on its property.~~
  - ~~k. A descriptive business plan for the cannabis operation, including a detailed list of all cannabis operations proposed to occur on the premises.~~
  - ~~l. A diagram and floor plan of the entire premises, denoting all the use of areas proposed for cannabis operations, including, but not necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six (6) inches.~~
  - ~~m. The name or names of the operator. The operator shall designate one or more responsible parties, one of which shall at all times be available as a point of contact for the City, twenty four (24) hours per day. The contact information and schedule of the operator and responsible parties shall be provided to the Police Chief and updated within twenty four (24) hours of any changes.~~
  - ~~n. The proposed security arrangements for insuring the safety of persons and to protect the premises from theft.~~
  - ~~o. An accurate straight line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the cannabis operation and the property line of any school as set forth in the operational requirements.~~
  - ~~p. A descriptive operations plan for the cannabis operation that shall include, but not be limited to, standard operating procedures, training program, number of employees, inventory procedures, waste management plan, quality control procedures, pest management, estimated water use, and equipment storage.~~
  - ~~q. Authorization for the City, its agents and employees to seek verification of the information submitted.~~
- ~~(2) Improper or incomplete application. If the applicant has completed the application improperly, or if the application is incomplete, the Police Chief shall, within thirty (30) days of receipt of the original application, notify the applicant of such fact.~~
- ~~(3) Changes in information. Except as may otherwise be provided, the information provided in this subsection shall be updated to the Police Chief upon any change within ten (10) days.~~

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~~(4) Other permits or licenses. The fact that an applicant possesses other types of State or City permits or licenses does not exempt the applicant from the requirement of obtaining a regulatory permit.~~

~~(h) Employee permits.~~

~~(1) Permit required. Every employee or independent contractor working at a commercial cannabis operation shall obtain an employee permit. It shall be the duty of the operator to ensure that employee permits are obtained from the Police Department prior to the employee or independent contractor commencing work. Persons who are listed as a business owner on a regulatory permit shall not be required to obtain an employee permit if such person also serves as an employee or contractor. All responsible parties, except the business owner, shall be required to obtain an employee permit.~~

~~(2) Application. Each employee and independent contractor shall be required to provide the following information under penalty of perjury, so that the Police Department can perform a background check:~~

~~a. Name, current resident address, and telephone number.~~

~~b. Date of birth.~~

~~c. Tax identification number.~~

~~d. Height, weight, color of eyes, and hair.~~

~~e. Photographs for identification purposes (photographs shall be taken by the Police Department).~~

~~f. Be fingerprinted by the Police Department.~~

~~g. Such other identification and information as deemed necessary by the Police Chief and pertinent to the employee permit.~~

~~h. Authorization for the City, its agents and employees to seek verification of the information contained within the application.~~

~~i. The name of the business owner holding the regulatory permit and the operator for which such person is proposed to work.~~

~~(i) Application fees. Every application for a regulatory permit and employee permit shall be accompanied by a nonrefundable fee, as established by resolution of City Council. This fee shall be in addition to any other business license fee or permit fee imposed by this Code or other governmental agencies. The fee shall include an amount to cover the costs of fingerprinting, photographing, background checks as well as general review and processing of the application.~~

~~(j) Investigation and action on application.~~

~~(1) Upon the filing of a properly completed application and the payment of the fee, the police chief shall conduct an investigation of the application, including a background check of the applicant and all employees and independent contractors. All applicants for a regulatory permit and employee permit shall be required to submit to a fingerprint-based criminal history records check conducted by the Coalinga Police Department.~~

~~(2) For regulatory permits, after the background checks and investigation are complete, the Police Chief shall approve or deny a regulatory permit in accordance with the provisions of this section. The recommendation for approval shall include conditions the Police Chief deems reasonable under the circumstances to protect the public health, safety, and welfare of the community.~~

~~(3) For employee permits, after the background checks and investigation are complete, the Police Chief shall either approve or deny an employee permit. At the discretion of the Police Chief, employee permits may be conditionally approved pending the background investigation.~~

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- ~~(k) Term of permits and renewals. Regulatory permits issued under this chapter shall expire one year following the date of issuance. Applications for renewal shall be made at least forty five (45) days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this section. When made less than forty five (45) days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits except that the Police Chief shall renew annual permits for additional one year periods if the circumstances and information provided with the initial application have not materially changed.~~
- ~~(l) Grounds for denial of regulatory permit. The grounds for denial of a regulatory permit shall be one or more of the following:~~
- ~~(1) The business or conduct of the business at a particular location is prohibited by any local or State law, statute, rule or regulation.~~
  - ~~(2) The business owner or operator has been issued a local or state permit related to cannabis operations at any other location in California, or another state, and that permit was suspended or revoked, or the business owner or operator has had disciplinary action relating to the permit.~~
  - ~~(3) The business owner or operator has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application.~~
  - ~~(4) Consistent with the Act or other applicable State law, the business or its owners or operators, or any responsible person, has been ineligible for a license under the Acts requirements.~~
  - ~~(5) Consistent with the Act or other applicable State law, the business owner or operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.~~
  - ~~(6) The business owner or operator is under twenty one (21) years of age, or any older other age set by the State.~~
  - ~~(7) The cannabis operation does not comply with the zoning ordinance standards of the City of Coalinga or the development standards set forth in this title.~~
  - ~~(8) The required annual business license fee, annual regulatory fee or revenue raising fee has not been paid.~~
- ~~(m) Grounds for denial of employee permit. The grounds for denial of an employee permit shall be one or more of the following:~~
- ~~(1) The applicant has been issued a local or state permit related to cannabis operations at any other location in California, or another state, and that permit was suspended or revoked, or the applicant has had disciplinary action relating to the permit.~~
  - ~~(2) The employee is ineligible for employment under the requirements of the Act.~~
  - ~~(3) Consistent with the Act or other applicable State law, the applicant has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.~~
  - ~~(4) The applicant has committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit.~~
  - ~~(5) An applicant is under twenty one (21) years of age, or any older age set by the State.~~
- ~~(n) Notice of decision and final action:~~
- ~~(1) Regulatory permit. Action on the regulatory permit shall be as follows:
    - ~~a. The Police Chief shall cause a written notice of his or her recommendation on the issuance or denial of a regulatory permit, and the date and time when the City Council will consider action on~~~~

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~~the regulatory permit, to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid.~~

~~b. Following a public hearing before the City Council, the Council may grant the regulatory permit subject to such conditions as it deems reasonable under the circumstances to protect the public health, safety, and welfare of the community, or it may deny the issuance of the regulatory permit for any of the grounds specified in this section. The decision of the Council shall be final, subject to judicial review below.~~

~~(2) Employee permit. Action on the employee permit shall be as follows:~~

~~a. The Police Chief shall cause a written notice of his or her determination on the issuance or denial of an employee permit to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid. The Police Chief's decision on an employee permit shall be final, subject to judicial review.~~

~~(c) Suspension and revocation of regulatory permit or employee permit.~~

~~(1) Regulatory permit. The City Council may suspend or revoke the regulatory permit of a commercial cannabis operation when any of the following occur:~~

~~a. The cannabis operation is conducted in violation of any provision of this section, the Act, or any other applicable state law.~~

~~b. The cannabis operation is conducted in such a manner as to create a public or private nuisance.~~

~~c. A failure to pay the regulatory fee or revenue raising fee required by this section.~~

~~d. A failure to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside of or outside the premises, traffic control problems, or obstruction of the operation of another business.~~

~~e. A failure to comply with the terms and conditions of the regulatory permit or any conditional use permit issued in connection therewith.~~

~~f. Any act which would be considered grounds for denial of the regulatory permit in the first instance.~~

~~g. Failure to reasonably comply with the recommendations and action items identified on the City's monitoring and compliance reports.~~

~~(2) Employee permit. The Police Chief may suspend or revoke an employee permit when the permittee or the employee has committed any one or more of the following acts:~~

~~a. Any act which would be considered a ground for denial of the permit in the first instance.~~

~~b. Violates any provision of this section, the Act, or any other applicable law relating to the cannabis operation.~~

~~c. Violates or fails to comply with the terms and conditions of the employee permit.~~

~~(3) Procedures for revoking regulatory permits. For regulatory permits, the procedures for revoking conditional use permits shall be utilized except that the matter shall be heard by the City Council in the first instance, and shall be subject to the same judicial process as applied to a conditional use permit. (See, Coalinga Municipal Code Section 9-6.114, Effective dates, expiration, extensions, modifications, and revocation of approvals.)~~

~~(4) Procedures for revoking employee permits. Prior to suspension or revocation of an employee permit, the Police Chief shall conduct a hearing. Written notice of the time and place of such hearing shall be served upon the permittee at least five (5) calendar days prior to the date set for such hearing. The~~

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notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending the permit. Notice may be given either by personal delivery or by certified U.S. mail, postage prepaid. Any permittee aggrieved by the decision of the Police Chief in suspending or revoking an employee permit shall have no appeal rights and the Police Chief's decision shall be final, subject to judicial review as set forth in this section.

~~(5) Immediate suspension. The Police Chief may immediately suspend or revoke a regulatory permit and an employee permit without notice or a hearing, subject to the appeal rights set forth herein, under either of the following circumstances:~~

~~a. The business owner or operator is convicted of a public offense in any court for the violation of any law which relates to the cannabis operation, or in the case of an employee permit, the employee is convicted of a public offense in any court for the violation of any law which relates to the permit;~~

~~b. The Police Chief determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The Police Chief shall articulate the grounds for the immediate suspension in writing and the suspension shall only be for as long as necessary to address the circumstances which led to the immediate suspension.~~

~~(p) Effect of denial or revocation. When the City Council shall have denied a regulatory permit or revoked a regulatory permit, or the Police Chief shall have denied or revoked an employee permit, no new application for a regulatory permit and no new application for an employee permit shall be accepted and no regulatory permit or employee permit shall be issued to such person or to any corporation in which he or she shall have any beneficial interest for a period of one year after the action denying or revoking the regulatory permit or employee permit.~~

~~(q) Abandonment. In addition to the suspension or revocation of a regulatory permit, a regulatory permit shall be deemed abandoned if cannabis operations cease for a period of more than ninety (90) consecutive days. Before restarting operations, a new regulatory permit shall be secured. The ninety (90) day period shall be tolled during periods of force majeure, which shall be defined as follows: War; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of the permittee.~~

~~(r) Water availability. As a condition of opening for business, the premises owner, business owner, operator, and all responsible parties shall be deemed to have acknowledged and agreed to the following if the cannabis operation is connected to the City's water system:~~

~~The City's source of water comes through a contract with the Bureau of Reclamation ("Bureau"). The Bureau has indicated that it will report the use of City water for cannabis operations to the Department of Justice. While the City believes that supplying water to the site does not impair the Bureau contract, should the Bureau, Department of Justice, or other governing agency take actions affecting the City's Bureau contract because of the cannabis operation, the City may be forced to curtail or commingle water supply to the site. Under those circumstances, the cannabis operation may be required to find alternative sources of water supply. If that happens, the City agrees to work with the premises owner, business owner, and operator to find an alternative water source, which may include the commingling of water, accessing a well, or having water delivered to the site by separate contract, but the City cannot provide any guarantees. The premises owner, business owner, and operator assume all risk associated with water supply to the site, including all costs associated therewith. The premises owner, business owner, operator, and all responsible parties shall hold harmless, release, indemnify, and defend the City, its officers, employees, and agents, from any liability associated with the curtailment of water because of the foregoing. This release includes any damages to the~~

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~~premises owner, business owner, operator, and all responsible parties, its employees and contractors, and third parties, and includes the risk of lost revenue, profits and consequential damages.~~

- ~~(s) Fees and taxes. All cannabis operations shall pay applicable fees and taxes, which may include one or more of the following:~~
- ~~(1) Business license fee. The business owner shall at all times maintain a current and valid business certificate and pay all business taxes required by Title 3, Chapter 1, of the Coalinga Municipal Code pertaining to business licensing.~~
  - ~~(2) Regulatory license fee. The business owner shall pay an annual regulatory license fee ("regulatory fee") to cover the costs of anticipated enforcement relating to the cannabis operation. The amount of the fee shall be set by resolution of the City Council and be supported by the estimated additional costs of enforcement and monitoring associated with the cannabis operation. The regulatory fee shall be due and payable prior to opening for business and thereafter on January 1 each year thereafter. The regulatory fee may be amended from time to time based upon actual costs.~~
  - ~~(3) Revenue raising fee (voter approved tax). An annual revenue raising fee ("revenue fee") for the privilege of having the right to operate in the City as approved by the local citizens or by applicable Council Resolution.~~
    - ~~a. Terms of payment. The square footage calculation shall be determined by including all portions of the premises under the control of the business owner and deducting therefrom driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis operation (such as a janitorial closet). Anywhere cannabis is located or is expected to be located shall be subject to the revenue fee square foot calculation.~~
- ~~— If more than one commercial cannabis operation operates on the premises, whether within a single building or multiple buildings, each regulatory permit holder shall be responsible for paying the fee. The fee shall be payable in advance, in not less than quarterly installments, with the first quarterly payment due prior to issuance of a certificate of occupancy. The first payment shall be prorated so that future payments coincide with calendar year quarters, but in no event shall the first payment be less than the equivalent of one full quarterly payment. Except for the first quarterly payment, all quarterly payments shall be received by the City no later than thirty (30) days after the end of the quarter.~~
- ~~(4) All other state and local rules.~~
- ~~(t) Record keeping. The responsible party shall make and maintain complete, accurate and legible records of the permitted cannabis operations evidencing compliance with the requirements of this section. Those records shall be maintained for a minimum of five (5) years and shall be accessible to the City of Coalinga upon request.~~
- ~~(u) Inspection. Cannabis operations shall be open for inspection by any City law enforcement officer, staff member or any other City designated agent at any time the cannabis operation is operating, at any other time upon responding to a call for service related to the property where the Cannabis operations is occurring, or otherwise upon reasonable notice. Recordings made by security cameras at any cannabis operation shall be made immediately available to the Police Chief upon verbal request. No search warrant or subpoena shall be needed to view the recorded materials.~~
- ~~(v) Indemnification. In authorizing commercial cannabis operations under this section, the City makes no guarantees or promises as to the lawfulness of the approved activity under State or Federal law, and the business owner, operator and all responsible parties are obligated to comply with all applicable laws. To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to the adoption of this section or the operation of any commercial cannabis operation approved pursuant to this section or under State or federal law. The business owner, operator and all responsible parties shall defend, hold harmless, release, and indemnify the City, its agents, officers, and employees, from any liability~~

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~~associated with the approved use or adverse determinations made by the State or Federal government. An adverse determination could include cessation of operations.~~

~~The business owner agrees to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge related to commercial cannabis operations operating under the authority of this section. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the permittee of its obligation hereunder.~~

~~If requested by the City Attorney, the business owner shall execute an agreement memorializing the requirements of this subsection.~~

~~(w) Insurance. The business owner shall at all times carry a comprehensive general liability policy in the minimum amount of one million dollars (\$1,000,000.00) combined single limit policy, as shall protect the business owner and city from claims for such damages, and which policy shall be issued by an "A" rated insurance carrier. Such policy or policies shall be written on an occurrence form. The City Manager, in consultation with City's Risk Manager, may allow the business owner to obtain lesser amounts of insurance where multiple business Owners are operating on the premises, provided at all times the minimum insurance set forth herein is applicable to the cannabis operations.~~

~~The business owner shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by City setting forth the general provisions of the insurance coverage. This countersigned certificate shall name City and its respective officers, agents, employees, and volunteers, as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination.~~

~~Coverage provided hereunder by the business owner shall be primary insurance and not be contributing with any insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City.~~

~~(x) Bond requirement. The applicant shall provide proof of a bond in the amount of twenty five thousand dollars (\$25,000.00) to cover the costs of destruction of cannabis or cannabis products if necessitated by a violation of licensing requirements.~~

~~(y) Violations: Enforcement.~~

~~(1) Any person that violates any provision of this section shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized accordingly.~~

~~(2) Any use or condition caused or permitted to exist in violation of any of the provisions of this section shall be and is hereby declared a public nuisance and may be summarily abated by the City pursuant to the City of Coalinga Municipal Code.~~

~~(3) Any person who violates, causes, or permits another person to violate any provision of this section commits a misdemeanor.~~

~~(4) The violation of any provision of this section shall be and is hereby declared to be contrary to the public interest and shall, at the discretion of City, create a cause of action for injunctive relief.~~

~~(5) In addition to the civil remedies and criminal penalties set forth above, any person that violates the provisions of this section may be subject to an administrative fine of up to one thousand dollars (\$1,000.00) for each violation and for each day the violation continues to persist.~~

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~~(z) Severability. The provisions of this section are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this section or of the regulatory permit issued pursuant to this section, or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this section.~~

~~(aa) Judicial review. Judicial review of a decision made under this section or any actions taken pursuant to this section, may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure Section 1094.5. Any such petition shall be filed within ninety (90) days after the day the decision becomes final as provided in California Code of Civil Procedure Section 1994.6, which shall be applicable for such actions.~~

(fu) Retail Operating Requirements.

- (1) Cannabis retail facilities shall operate in compliance with Division 10 of the Business and Professions Code and Title 4, Division 19, Chapter 10 of the California Code of Regulations, as may be amended under State law.
- (2) Cannabis retail facilities may not be operated by any persons who have been convicted of a felony in the last five (5) years or a prescribed by law.
- (2) No dispensing of cannabis to a customer shall be permitted more than twice a day.
- (3) Hours: The hours of operation of cannabis retail facilities shall be no earlier than 6:00 a.m. and no later than 9:00 p.m. unless approved for different hours under an approved CUP and prescribed by state law.
- (4) Cannabis retail facilities shall display their customer rules and/or regulations in a conspicuous place that is readily seen by all persons entering the cannabis retail facility.
- (5) Unless operating as a consumption lounge, smoking, ingesting or otherwise consuming cannabis products on the premises of a cannabis retail facility is prohibited. Each building entrance to a cannabis retail facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting or consuming cannabis or cannabis edibles on the premises or in the vicinity of the retail facility is prohibited.
- (6) Each building entrance to a cannabis retail facility shall be clearly and legibly posted with a notice indicating that persons under the age of eighteen (18) are precluded from entering the premises unless they are qualified patients and they are accompanied by their parent or legal guardian. In order to protect the public health, safety and welfare, the Police Chief may require alternative or secondary entrance for a consumption lounge/café.
- (7) All cannabis retail facilities shall display a copy of the inspection receipt issued by the Fresno County Office of Weights and Measures Division for all weighing and measuring devices.
- (8) An up-to-date inventory of all hazardous materials stored and used onsite shall be maintained on the premises of the retail facility available for inspection on demand of the City.
- (9) Location from sensitive uses.
  - a. A retail premises/facility permitted under this division shall not be located within a 600-foot radius of a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center that is in existence at the time the license is issued.
  - b. A retail premises/facility shall not be located within 100 feet of a residential district.
  - c. The distance specified in this section shall be measured in the same manner as provided in subdivision (c) of Section 11362.768 of the Health and Safety Code unless otherwise provided by law.

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- (10) Cannabis retail facilities shall maintain all necessary permits, and pay all required taxes and fees. Retail facilities shall also provide invoices to vendors to ensure vendor's tax liability responsibility.
- (11) Cannabis retail facilities shall implement their policies and procedures as outlined in their Operations Manual. Cannabis retail facilities shall comply with any and all conditions of their conditional use permit and regulatory permit.
- (12) Parking: Off-street parking shall be provided as required for food and beverage retail sales under Section 9-4.302 of this Code. All required parking shall be off-street and on-site unless located in the plaza on 5th Street between Cedar and Elm Ave and on Durian Between 4th and 6th Street. This requirement applies to existing and new facilities.
- (13) Facility size: The cannabis retail facility size shall be limited to 10,000 square feet.
- (14) Signage. One attached sign per street frontage shall not to exceed twelve (12) square feet in area or twenty (20) percent of the window area of the retail facility, whichever is less, is permitted unless a larger sign is permitted under a conditional use permit not exceeding that of the Downtown Overlay District. A detached sign is not permitted.
- a. All retail facilities shall display on their wall sign or identification sign, the name and emergency contact phone number of the operator or manager in letters at least two (2) inches in height.
- b. Retail facilities shall post a legible indoor sign in a conspicuous location containing the following warnings:
1. That the use of cannabis is for persons at least twenty-one (21) years of age, or an age younger as prescribed by law;
  2. That the use of cannabis may impair a person's ability to drive a motor vehicle or operate machinery; and
  3. That loitering on and around a retail site is prohibited by California Penal Code Section 647(e).
- (e15) Cannabis goods display. The following applies to the display of goods at a cannabis retail facility:
- (1)a. The display of cannabis goods for sale shall only occur in the retail area during the operating hours of the licensed cannabis retail facility.
- (2)b. The licensee shall not display any cannabis goods in areas outside the retail area.
- (3)c. Cannabis goods on display shall not be readily accessible to customers.
- (4)d. The amount of cannabis goods that are displayed shall not exceed the average amount of cannabis goods the licensed cannabis retail facility sells during an average one-day period. The remainder of the licensee's inventory of cannabis goods shall be stored in a safe or vault as required by state law or police chief, whichever is more restrictive at the time.
- (5)e. Cannabis goods may be removed from their packaging and placed in containers to allow for customer inspection. The containers shall not be readily accessible to customers without assistance of cannabis retail facility personnel. A container must be provided to the customer by the licensee or employee, who shall remain with the customer at all times that the container is being inspected by the customer.
- (6) Cannabis goods removed from their packaging for display shall not be sold, shall not be consumed, and shall be destroyed when the goods are no longer used for display.
- (f) Cannabis goods for sale. A licensed cannabis retail facility shall not make any cannabis goods available for sale or delivery to a customer unless:

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- ~~(1) The cannabis goods were received from a licensed distributor and delivered to the cannabis retail facility by a licensed distributor.~~
- ~~(2) The licensed cannabis retail facility has verified that the cannabis goods have not exceeded their expiration or sell-by date if one is provided.~~
- ~~(3) A licensed cannabis retail facility shall not provide free samples of cannabis goods to any person.~~
- ~~(4) A licensed cannabis retail facility shall not allow representatives of other companies or organizations to provide free samples of cannabis goods to individuals on the licensed cannabis retail facility premises.~~
- ~~(g) Daily limits. This shall establish the daily limits of cannabis being sold to a single customer.~~
- ~~(1) A licensee shall not sell more than eight (8) ounces of cannabis in a single day to a single cannabis customer or as allowed by state law.~~
- ~~(2) If a cannabis customer has a physician's recommendation that eight (8) ounces of cannabis in a single day does not meet the cannabis customer's needs, the cannabis customer may purchase an amount of cannabis consistent with the customer's needs as recommended by a physician.~~
- ~~(h18) Cannabis goods returned by customers. For the purposes of this section, a customer return means a return of cannabis goods that were purchased from a cannabis retail facility back to the cannabis retail facility the cannabis goods were purchased from.~~
- ~~(1)a. A licensed cannabis retail facility may accept customer returns of cannabis goods that were previously sold to the customer returning the cannabis goods.~~
- ~~(2)b. A licensed cannabis retail facility shall destroy all cannabis goods that have been returned to a cannabis retail facility and shall not resell said product or goods.~~
- ~~(i19) Site security.~~
- ~~(1)a. Cannabis retail facilities must comply with the security requirements established by the council from time to time by resolution.~~
- ~~(j20) Premises.~~
- ~~(1)a. Subletting of premises. A licensed cannabis retail facility shall not sublet any portion of the licensed premises of the cannabis retail facility.~~
- ~~(2)b. Limited access areas. This section establishes the regulations within limited access areas of a cannabis retail facility.~~
- ~~a. A licensed cannabis retail facility shall only permit authorized individuals to enter the cannabis retail facility limited access areas.~~
- ~~b. Authorized individuals include individuals employed by the licensed cannabis retail facility as well as any outside vendors, contractors, or other individuals who have a bona fide business reason for entering the cannabis retail facility limited access area.~~
- ~~c. An individual who is not an authorized individual for purposes of entering the cannabis retail facility limited access areas shall not enter the cannabis retail facility limited access area at any time for any reason.~~
- ~~d. An individual in the cannabis retail facility limited access area who is not employed by the licensed cannabis retail facility shall be escorted by individuals employed by the licensee at all times within the cannabis retail facility limited access area.~~

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- ~~e. An individual who enters the cannabis retail facility limited access areas shall be at least twenty one (21) years of age.~~
- ~~f. The licensed cannabis retail facility shall maintain a log of all authorized individuals who are not employees of the cannabis retail facility that enter the cannabis retail facility limited access area. These logs shall be made available to the city upon request.~~
- ~~g. A licensed cannabis retail facility shall not receive consideration or compensation for permitting an individual to enter the cannabis retail facility limited access area.~~
- ~~(l) Deliveries~~Delivery Specific Regulations~~. The following rules apply to deliveries for a cannabis retail facility:~~
- ~~(1) All deliveries of cannabis goods must be performed by a delivery employee of a licensed cannabis retail facility.~~
- ~~(2) Each delivery employee of a licensed cannabis retail facility shall be at least twenty one (21) years of age.~~
- ~~(3) A licensed cannabis retail facility shall not use the services of an independent contractor or courier service to deliver cannabis goods.~~
- ~~(4) All deliveries of cannabis goods shall be made physically to a customer; no drop-offs are allowed. A delivery of cannabis goods shall not be made through the use of an unmanned vehicle.~~
- ~~(5) A delivery employee begins the process of delivering when the delivery employee leaves the cannabis retail facility premises with the cannabis goods for delivery. The process of delivering ends when the delivery employee returns to the licensed cannabis retail facility premises after delivering the cannabis goods to the customer.~~
- ~~(6) A delivery employee of a licensed cannabis retail facility shall, during deliveries, carry a copy of the cannabis retail facility's current permit, the employee's government-issued identification, and an employer provided badge containing a picture and the name of the delivery employee.~~
- ~~(7) A licensed cannabis retail facility shall maintain an accurate list of the cannabis retail facility's delivery employees.~~
- ~~(8) A licensed cannabis retail facility may only deliver cannabis goods to a physical address in California.~~
- ~~(9) A licensed cannabis retail facility delivery employee shall not leave the State of California while possessing cannabis goods.~~
- ~~(10) A licensed cannabis retail facility shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency.~~
- ~~(11) Methods of delivery:~~
- ~~a. A delivery employee of a licensed cannabis retail facility, carrying cannabis goods for delivery, shall only travel in an enclosed motor vehicle operated by the delivery employee or another delivery employee of the licensee.~~
- ~~b. While carrying cannabis goods for delivery, a delivery employee of a licensed cannabis retail facility shall ensure the cannabis goods are not visible to the public.~~
- ~~c. A delivery employee of a licensed cannabis retail facility shall not leave cannabis goods in an unattended motor vehicle unless the motor vehicle is equipped with an active vehicle alarm system.~~

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~~d. — A vehicle used for the delivery of cannabis goods shall be outfitted with a dedicated global positioning system (GPS) device for identifying the geographic location of the delivery vehicle. A dedicated GPS device does not include a phone or tablet. The device shall be either permanently or temporarily affixed to the delivery vehicle and shall remain active and inside of the delivery vehicle at all times during delivery. At all times, the licensed cannabis retail facility shall be able to identify the geographic location of all delivery vehicles that are making deliveries for the cannabis retail facility and shall provide that information to the City of Coalinga upon request.~~

~~e. — Upon request, a licensed cannabis retail facility shall provide the City of Coalinga with information regarding any motor vehicles used for the delivery of cannabis goods, including the vehicle's make, model, color, vehicle identification number, and license plate number.~~

~~f. — Any motor vehicle used by a licensed cannabis retail facility to deliver cannabis goods is subject to inspection by the City. Vehicles used to deliver cannabis goods may be stopped and inspected by the City of Coalinga at any licensed premises or during delivery.~~

~~(12)l. Delivery hours of operation.~~

~~a1. — A licensed cannabis retail facility shall only deliver cannabis goods to customers starting at 6:00 a.m. and must be completed by 9:00 p.m. Pacific Time.~~

~~(13) Cannabis goods carried during delivery.~~

~~a. — While making deliveries, a delivery employee of a licensed cannabis retail facility shall not carry cannabis goods in excess of three thousand dollars (\$3,000.00), or as provided by state law or regulation, whichever is lower, at any time. This value shall be determined using the retail price of all cannabis goods carried by the delivery employee.~~

~~(14) Cannabis consumption during delivery.~~

~~a. — Delivery employees of a licensed cannabis retail facility shall not consume cannabis goods while delivering cannabis goods to cannabis customers.~~

~~(15) Delivery receipt.~~

~~a. — A licensed cannabis retail facility shall prepare a delivery receipt for each delivery of cannabis goods.~~

~~b. — The delivery receipt shall contain the following:~~

~~1. — The name and address of the permitted cannabis retail facility.~~

~~2. — The name of the delivery employee of the permitted cannabis retail facility who delivered the order.~~

~~3. — The name of the permitted cannabis retail facility employee who prepared the order for delivery.~~

~~4. — A customer name and unique identification number for the customer who is requesting the delivery.~~

~~5. — The date and time the delivery request was made.~~

~~6. — The delivery address.~~

~~7. — A detailed description of all cannabis goods requested for delivery. The description shall include the weight, volume, or any other accurate measure of the amount of any cannabis goods requested.~~

~~8. — The total amount paid for the delivery, including any taxes and fees.~~

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- ~~c. Upon delivery, the date and time the delivery was made, and the signature of the cannabis customer who received the delivery.~~
  - ~~d. At the time of the delivery, the delivery employee of the permitted cannabis retail facility shall provide the cannabis customer, who placed the order a copy of the delivery receipt. The delivery employee shall retain a signed copy of the delivery receipt for the cannabis retail facility's records.~~
  - ~~e. The delivery receipt shall comply with state and federal law regarding the protection of confidential information.~~

~~(16) Delivery route.~~

- ~~a. While making deliveries of cannabis goods, a delivery employee of a permitted cannabis retail facility shall only travel from the permitted cannabis retail facility premises to the delivery address; from one delivery address to another delivery address; or from a delivery address back to the permitted cannabis retail facility premises. A delivery employee of a permitted cannabis retail facility shall not deviate from the delivery path described in this section, except for necessary rest, fuel, or vehicle repair stops, or because road conditions make continued use of the route unsafe, impossible, or impracticable.~~

~~(g22m) Consumption lounge *Specific/Regulations/café, café.*~~

- ~~(1)a. Consumption lounge/cafe shall be permitted with a valid conditional use permit and cannabis retail permit issued by the City of Coalinga and State of California with a specified consumption cafe/lounge designation unless at any time the State of California adopts regulations requiring a specific/separate license for a consumption café/lounge.~~
- ~~(2)b. A consumption cafe/lounge shall not be allowed to operate and sell cannabis, cannabis products, and non-cannabis products between the hours of 2:00 a.m. and 6:00 a.m.~~
- ~~(3)c. A consumption cafe/lounge shall only sell cannabis to an individual in an amount reasonable for onsite consumption.~~
- ~~(4)d. Cannabis and cannabis products purchased onsite may be removed from their packaging and consumed onsite.~~
- ~~(5)e. Cannabis and cannabis products not fully consumed onsite may be resealed in their original packaging, placed in opaque packaging, and taken off site by the consumer.~~
- ~~(6)f. Non-cannabis products, such as food and beverages, may be prepared and sold onsite.~~
- ~~(7)g. A consumption cafe/lounge shall comply with all applicable provisions of the California Retail Food Code (Chapter 1 (commencing with Section 113700) of Part 7 of Division 104 of the Health and Safety Code) when preparing and selling non-cannabis food and beverage products.~~
- ~~(8)h. A consumption cafe/lounge shall not sell live plants or seeds.~~
- ~~(9)i. A consumption cafe/lounge shall not allow the sale or consumption of alcohol or tobacco on the premises.~~
- ~~(10)j. Smoking, vaping, or ingestion of cannabis or cannabis products shall not be visible from any public place or nonage-restricted area.~~

~~(hv) *Manufacturing Operating Requirements.*~~

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(221) Cannabis manufacturing facilities shall operate in compliance with Division 10 of the Business and Professions Code and Title 4, Division 19, Chapter 8 of the California Code of Regulations, as may be amended under State law.

(2) *Consumable products.* Cannabis operations that manufacture products in the form of food or other comestibles shall obtain and maintain the appropriate approvals from the appropriate State and local agencies for the provision of food or other comestibles, unless otherwise governed by the Act and licensed by the State.

(w) *Distribution Operating Requirements.*

(221) Cannabis distribution facilities shall operate in compliance with Division 10 of the Business and Professions Code and Title 4, Division 19, Chapter 2 of the California Code of Regulations, as may be amended under State law.

(x) *Cultivation Operating Requirements.*

(221) Cannabis cultivation facilities shall operate in compliance with Division 10 of the Business and Professions Code and Title 4, Division 19, Chapter 7 of the California Code of Regulations, as may be amended under State law.

(222) *Outdoor cultivation.*

- a. *Distance separation from Residences.* No outdoor cultivation will be permitted within one (1) mile of any Residential Zoning District at the time a conditional use permit is issued. Measurements shall be from property boundary to property boundary. Areas where cannabis is cultivated shall be screened from public view adjacent to the premises by fencing, structures or vegetation.
- b. *Premises security.* Security requirements for outdoor cultivation shall be approved by Council resolution. Absent a resolution by the City Council, the Police Chief shall establish reasonable security requirements for the cannabis operation through the issuance of the regulatory permit.
- c. *Processing of cannabis products.* Outdoor cannabis operation shall occur in a primary structure and constructed/improved in accordance with the California Building Code related to main or utility structures unless the crop is directly distributed to a licensed manufacturing or processing facility on the same parcel. Outdoor cultivation on undeveloped vacant lots shall have a main building that is Title 24 compliant to support the operations.
- d. *Environmental considerations.* All persons engaging in the cultivation of cannabis outdoors shall comply with the State of California's General Environmental Protection Measures including: (1) have a legal water source on the premises, (2) not draw groundwater for the purposes of irrigation, (3) not allow illicit discharges of irrigation or storm water from the premises, (4) not allow the off-site drift or discharge of chemicals, (5) and; be connected to the City of Coalinga sewer system.
- e. *Disposal of waste material.* Cannabis waste material shall be disposed in accordance with State Law. No burning of cannabis waste is permitted.
- f. *Cultivation plan.* A cultivation plan shall be submitted to the City as part of the application process for conditional use permit and regulatory permit. The requirements for the cultivation plan shall be consistent with that of Section 8106 of the California Code of Regulations or as amended.

(ky) *Microbusiness Specific Regulations Operating Requirements.*

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(221) Cannabis microbusiness facilities shall operate in compliance with Division 10 of the Business and Professions Code and Title 4, Division 19, Chapter 4 of the California Code of Regulations, as may be amended under State law.

(kz) Testing Laboratory *Specific Regulations Operating Requirements.*

(221) Cannabis testing Laboratories shall operate in compliance with Division 10 of the Business and Professions Code and Title 4, Division 10, Chapter 6 of the California Code of Regulations, as may be amended under State law.

(aa) Inspection. Cannabis operations shall be open for inspection by any City law enforcement officer, staff member or any other City designated agent at any time the cannabis operation is operating, at any other time upon responding to a call for service related to the property where the Cannabis operations is occurring, or otherwise upon reasonable notice. Recordings made by security cameras at any cannabis operation shall be made immediately available to the Police Chief upon verbal request. No search warrant or subpoena shall be needed to view the recorded materials.

(ab) Indemnification. In authorizing commercial cannabis operations under this section, the City makes no guarantees or promises as to the lawfulness of the approved activity under State or Federal law, and the business owner, operator and all responsible parties are obligated to comply with all applicable laws. To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to the adoption of this section or the operation of any commercial cannabis operation approved pursuant to this section or under State or federal law. The business owner, operator and all responsible parties shall defend, hold harmless, release, and indemnify the City, its agents, officers, and employees, from any liability associated with the approved use or adverse determinations made by the State or Federal government. An adverse determination could include cessation of operations.

The business owner agrees to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge related to commercial cannabis operations operating under the authority of this section. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the permittee of its obligation hereunder.

If requested by the City Attorney, the business owner shall execute an agreement memorializing the requirements of this subsection.

(ac) Violations: Enforcement.

(1) Any person that violates any provision of this section shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized accordingly.

(2) Any use or condition caused or permitted to exist in violation of any of the provisions of this section shall be and is hereby declared a public nuisance and may be summarily abated by the City pursuant to the City of Coalinga Municipal Code.

(3) Any person who violates, causes, or permits another person to violate any provision of this section commits a misdemeanor.

(4) The violation of any provision of this section shall be and is hereby declared to be contrary to the public interest and shall, at the discretion of City, create a cause of action for injunctive relief.

(5) In addition to the civil remedies and criminal penalties set forth above, any person that violates the provisions of this section may be subject to an administrative fine of up to one thousand dollars (\$1,000.00) for each violation and for each day the violation continues to persist.

(z) Severability. The provisions of this section are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this section or of the regulatory permit issued pursuant to this section, or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this section.

(ad) Judicial review. Judicial review of a decision made under this section or any actions taken pursuant to this section, may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure Section 1094.5. Any such petition shall be filed within ninety (90) days after the day the decision becomes final as provided in California Code of Civil Procedure Section 1994.6, which shall be applicable for such actions.

(Ord. No. 797, § 4, eff. 12-3-2016; Ord. No. 804, § 1, eff. 2-3-2018; Ord. No. 834, § 2, eff. 12-7-2019; Ord. No. 836, § 2, eff. 5-2-2020; Ord. No. 841, § 1, eff. 8-15-2020; Ord. No. 846, § 2, eff. 5-1-2021; Ord. No. 872, § 1, eff. 1-16-2025)

### **Sec. 9-5.129. Retail cannabis operations.**

~~(a) Definitions. Except as otherwise provided, when used in this section, the terms defined in Section 9-5.128 shall have the same meanings herein, and in addition the following terms shall have the following meanings:~~

~~Cannabis (as defined in Business and Professions Code section 19300.5(f)), including marijuana and cannabis concentrate (as defined in Business and Professions Code section 19300.5(g)), that has been recommended to an individual by a licensed physician for the treatment of an illness or disease pursuant to California Health and Safety 11362.5 et seq.~~

~~Cannabis consumption lounge shall mean a location with both onsite retail sale and areas to consume cannabis or cannabis products. A consumption cafe/lounge shall have a licensed retail premises that is a physical location from which commercial cannabis activities are conducted. The consumption cafe/lounge shall only sell cannabis or cannabis products to adults twenty-one (21) years of age or older for onsite consumption, either through smoking, vaping, or ingestion of edible or topical products. The space occupied by a consumption cafe/lounge shall be definite and distinct from the space where other activities licensed are exercised and shall be accessed through a separate entrance. Onsite consumption lounges and cafes shall only be permitted in the Downtown Overlay District.~~

~~Cannabis retail facility means a physical building where adult use and/or medicinal cannabis products, or devices for the use of adult use and/or medicinal cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers, cannabis and cannabis products as part of retail sale. This includes microbusinesses with on-site indoor cultivation limited to 10,000 square feet or as prescribed by state law.~~

~~Customer means a qualified patient, primary caregiver to a qualified patient, or anyone otherwise allowed by state law to purchase, consume, or possess adult use or medicinal cannabis.~~

~~Limited access area is an area in which medical cannabis goods are stored or held and is only accessible to a licensee and his or her employees and contractors.~~

~~Personal cannabis means cannabis that is cultivated, processed, or stored for a single customer's use.~~

~~Primary caregiver is an individual designated by the qualified patient who has consistently assumed responsibility for the housing, health, or safety of that patient pursuant to statutory and case law.~~

~~Qualified patient is a person who has a recommendation for cannabis by a licensed physician and is entitled to the protections offered by California Health and Safety Code Section 11362.5, and who has an identification card issued by the State Department of Public Health identifying the individual as a person authorized to engage in the use of cannabis as well as a picture identification of one of the following:~~

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- ~~• A document issued by a federal, state, county, or municipal government, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, physical description, and picture of the person;~~
  - ~~• A valid identification card issued to a member of the Armed Forces that includes a date of birth and a picture of the person; or~~
  - ~~• A valid passport issued by the United States or by a foreign government.~~

~~Retail means any activity involving the retail sale of cannabis or cannabis products from a cannabis retail facility for both adult use and medicinal cannabis customers.~~

~~(b) General provisions. This section applies to all cannabis retail facilities, as defined in this Code.~~

- ~~(1) All cannabis retail facilities shall operate in compliance with this Code and all other applicable state and local laws.~~
- ~~(2) Cannabis retail facilities shall only be allowed in the Light Manufacturing/Business Zoning Designation (MBL) with a valid business license, approved conditional use permit and commercial cannabis regulatory permit pursuant to Section 9-5.128 of the code.~~
- ~~(3) The fact that applicants possess other types of state or county or city permits, licenses or other entitlements does not exempt the applicant from the requirement of obtaining a conditional use permit and regulatory permit from the City of Coalinga to operate a cannabis retail facility within the jurisdiction of the City.~~
- ~~(4) Cannabis retail facilities shall at all times be operated in such a way as to ensure the safety of its customers and employees; to ensure the security of the cannabis; and to safeguard against the diversion of cannabis.~~

~~(c) Permitting.~~

- ~~(1) Any cannabis retail facility must obtain a commercial cannabis regulatory permit from the City of Coalinga through the process stated in Section 9-5.128(e) et seq. of this code.~~
- ~~(2) A property owner need not be permitted, and permits shall be held by an applicant. Permittees must also obtain a conditional use permit pursuant to Section 9-5.128(f) if an existing permitted retail facility seeks a consumption lounges or café, an amended CUP must be approved to permit such activity.~~
- ~~(3) All employees of the cannabis retail facility must obtain an employee permit to work in the cannabis retail facility within the City of Coalinga pursuant to Section 9-5.128 et seq. of this Code.~~
- ~~(4) Applicants must also comply with all other state laws and regulations related to cannabis retail facility operations at all times and shall comply with any amendments to this code or State law or regulations.~~
- ~~(5) No more than two (2) regulatory permits shall be issued City wide. Nothing herein shall require the City to issue the maximum number of permits allowed by this section.~~
- ~~(d) Minimum operating requirements and restrictions. In addition to all other state laws and regulations, cannabis retail facilities shall comply with all of the following operating standards including Section 9-5.128(d) subsections (1), (2), (8), (11), (14), (15), (16), ((17)a., b., d.), (20) and (21):~~

- ~~(1) Cannabis retail facilities may not be operated by any persons who have been convicted of a felony in the last five (5) years or as prescribed by law.~~
- ~~(2) No dispensing of cannabis to a customer shall be permitted more than twice a day.~~
- ~~(3) Hours: The hours of operation of cannabis retail facilities shall be no earlier than 6:00 a.m. and no later than 9:00 p.m. unless approved for different hours under an approved CUP and prescribed by state law.~~

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- ~~(4) Cannabis retail facilities shall display their customer rules and/or regulations in a conspicuous place that is readily seen by all persons entering the cannabis retail facility.~~
- ~~(5) Unless operating as a consumption lounge, smoking, ingesting or otherwise consuming cannabis products on the premises of a cannabis retail facility is prohibited. Each building entrance to a cannabis retail facility shall be clearly and legibly posted with a notice indicating that smoking, ingesting or consuming cannabis or cannabis edibles on the premises or in the vicinity of the retail facility is prohibited.~~
- ~~(6) Each building entrance to a cannabis retail facility shall be clearly and legibly posted with a notice indicating that persons under the age of eighteen (18) are precluded from entering the premises unless they are qualified patients and they are accompanied by their parent or legal guardian. In order to protect the public health, safety and welfare, the Police Chief may require alternative or secondary entrance for a consumption lounge/café.~~
- ~~(7) All cannabis retail facilities shall display a copy of the inspection receipt issued by the Fresno County Office of Weights and Measures Division for all weighing and measuring devices.~~
- ~~(8) An up-to-date inventory of all hazardous materials stored and used onsite shall be maintained on the premises of the retail facility available for inspection on demand of the City.~~
- ~~(9) Location from sensitive uses:~~
- ~~a. A retail premises/facility permitted under this division shall not be located within a 600-foot radius of a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center that is in existence at the time the license is issued.~~
  - ~~b. A retail premises/facility shall not be located within 100 feet of a residential district.~~
  - ~~c. The distance specified in this section shall be measured in the same manner as provided in subdivision (c) of Section 11362.768 of the Health and Safety Code unless otherwise provided by law.~~
- ~~(10) Cannabis retail facilities shall maintain all necessary permits, and pay all required taxes and fees. Retail facilities shall also provide invoices to vendors to ensure vendor's tax liability responsibility.~~
- ~~(11) Cannabis retail facilities shall implement their policies and procedures as outlined in their Operations Manual. Cannabis retail facilities shall comply with any and all conditions of their conditional use permit and regulatory permit.~~
- ~~(12) Parking: Off-street parking shall be provided as required for food and beverage retail sales under Section 9-4.302 of this Code. All required parking shall be off-street and on-site unless located in the plaza on 5th Street between Cedar and Elm Ave and on Durian Between 4th and 6th Street. This requirement applies to existing and new facilities.~~
- ~~(13) Facility size: The cannabis retail facility size shall be limited to 10,000 square feet.~~
- ~~(14) Signage. One attached sign per street frontage shall not to exceed twelve (12) square feet in area or twenty (20) percent of the window area of the retail facility, whichever is less, is permitted unless a larger sign is permitted under a conditional use permit not exceeding that of the Downtown Overlay District. A detached sign is not permitted.~~
- ~~a. All retail facilities shall display on their wall sign or identification sign, the name and emergency contact phone number of the operator or manager in letters at least two (2) inches in height.~~
  - ~~b. Retail facilities shall post a legible indoor sign in a conspicuous location containing the following warnings:~~

- ~~1. That the use of cannabis is for persons at least twenty-one (21) years of age, or an age younger as prescribed by law;~~
- ~~2. That the use of cannabis may impair a person's ability to drive a motor vehicle or operate machinery; and~~
- ~~3. That loitering on and around a retail site is prohibited by California Penal Code Section 647(e).~~

~~(e) Cannabis goods display. The following applies to the display of goods at a cannabis retail facility:~~

- ~~(1) The display of cannabis goods for sale shall only occur in the retail area during the operating hours of the licensed cannabis retail facility.~~
- ~~(2) The licensee shall not display any cannabis goods in areas outside the retail area.~~
- ~~(3) Cannabis goods on display shall not be readily accessible to customers.~~
- ~~(4) The amount of cannabis goods that are displayed shall not exceed the average amount of cannabis goods the licensed cannabis retail facility sells during an average one-day period. The remainder of the licensee's inventory of cannabis goods shall be stored in a safe or vault as required by state law or police chief, whichever is more restrictive at the time.~~
- ~~(5) Cannabis goods may be removed from their packaging and placed in containers to allow for customer inspection. The containers shall not be readily accessible to customers without assistance of cannabis retail facility personnel. A container must be provided to the customer by the licensee or employee, who shall remain with the customer at all times that the container is being inspected by the customer.~~
- ~~(6) Cannabis goods removed from their packaging for display shall not be sold, shall not be consumed, and shall be destroyed when the goods are no longer used for display.~~

~~(f) Cannabis goods for sale. A licensed cannabis retail facility shall not make any cannabis goods available for sale or delivery to a customer unless:~~

- ~~(1) The cannabis goods were received from a licensed distributor and delivered to the cannabis retail facility by a licensed distributor.~~
- ~~(2) The licensed cannabis retail facility has verified that the cannabis goods have not exceeded their expiration or sell-by date if one is provided.~~
- ~~(3) A licensed cannabis retail facility shall not provide free samples of cannabis goods to any person.~~
- ~~(4) A licensed cannabis retail facility shall not allow representatives of other companies or organizations to provide free samples of cannabis goods to individuals on the licensed cannabis retail facility premises.~~

~~(g) Daily limits. This shall establish the daily limits of cannabis being sold to a single customer.~~

- ~~(1) A licensee shall not sell more than eight (8) ounces of cannabis in a single day to a single cannabis customer or as allowed by state law.~~
- ~~(2) If a cannabis customer has a physician's recommendation that eight (8) ounces of cannabis in a single day does not meet the cannabis customer's needs, the cannabis customer may purchase an amount of cannabis consistent with the customer's needs as recommended by a physician.~~

~~(h) Cannabis goods returned by customers. For the purposes of this section, a customer return means a return of cannabis goods that were purchased from a cannabis retail facility back to the cannabis retail facility the cannabis goods were purchased from.~~

- ~~(1) A licensed cannabis retail facility may accept customer returns of cannabis goods that were previously sold to the customer returning the cannabis goods.~~

~~(2) A licensed cannabis retail facility shall destroy all cannabis goods that have been returned to a cannabis retail facility and shall not resell said product or goods.~~

~~(i) Site security.~~

~~(1) Cannabis retail facilities must comply with the security requirements established by the council from time to time by resolution.~~

~~(j) Premises.~~

~~(1) Subletting of premises. A licensed cannabis retail facility shall not sublet any portion of the licensed premises of the cannabis retail facility.~~

~~(2) Limited access areas. This section establishes the regulations within limited access areas of a cannabis retail facility.~~

~~a. A licensed cannabis retail facility shall only permit authorized individuals to enter the cannabis retail facility limited access areas.~~

~~b. Authorized individuals include individuals employed by the licensed cannabis retail facility as well as any outside vendors, contractors, or other individuals who have a bona fide business reason for entering the cannabis retail facility limited access area.~~

~~c. An individual who is not an authorized individual for purposes of entering the cannabis retail facility limited access areas shall not enter the cannabis retail facility limited access area at any time for any reason.~~

~~d. An individual in the cannabis retail facility limited access area who is not employed by the licensed cannabis retail facility shall be escorted by individuals employed by the licensee at all times within the cannabis retail facility limited access area.~~

~~e. An individual who enters the cannabis retail facility limited access areas shall be at least twenty-one (21) years of age.~~

~~f. The licensed cannabis retail facility shall maintain a log of all authorized individuals who are not employees of the cannabis retail facility that enter the cannabis retail facility limited access area. These logs shall be made available to the city upon request.~~

~~g. A licensed cannabis retail facility shall not receive consideration or compensation for permitting an individual to enter the cannabis retail facility limited access area.~~

~~(k) Permit revocation and transfer of a conditional use permit and regulatory permit.~~

~~(1) A conditional use permit shall be revoked or modified according to Section 9-6.114. Permit revocation or modification shall be sought for non-compliance with one or more of the requirements listed in this code, by state law, or regulation.~~

~~(2) Conditional use permits and regulatory permits to operate a cannabis retail facility may not be transferred.~~

~~(3) The City Council may suspend or revoke the regulatory permit for a cannabis retail facility in accordance with Section 9-5.128(o)(1).~~

~~(l) Deliveries. The following rules apply to deliveries for a cannabis retail facility:~~

~~(1) All deliveries of cannabis goods must be performed by a delivery employee of a licensed cannabis retail facility.~~

~~(2) Each delivery employee of a licensed cannabis retail facility shall be at least twenty-one (21) years of age.~~

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- ~~(3) A licensed cannabis retail facility shall not use the services of an independent contractor or courier service to deliver cannabis goods.~~
- ~~(4) All deliveries of cannabis goods shall be made physically to a customer; no drop-offs are allowed. A delivery of cannabis goods shall not be made through the use of an unmanned vehicle.~~
- ~~(5) A delivery employee begins the process of delivering when the delivery employee leaves the cannabis retail facility premises with the cannabis goods for delivery. The process of delivering ends when the delivery employee returns to the licensed cannabis retail facility premises after delivering the cannabis goods to the customer.~~
- ~~(6) A delivery employee of a licensed cannabis retail facility shall, during deliveries, carry a copy of the cannabis retail facility's current permit, the employee's government-issued identification, and an employer provided badge containing a picture and the name of the delivery employee.~~
- ~~(7) A licensed cannabis retail facility shall maintain an accurate list of the cannabis retail facility's delivery employees.~~
- ~~(8) A licensed cannabis retail facility may only deliver cannabis goods to a physical address in California.~~
- ~~(9) A licensed cannabis retail facility delivery employee shall not leave the State of California while possessing cannabis goods.~~
- ~~(10) A licensed cannabis retail facility shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency.~~
- ~~(11) *Methods of delivery.*~~
- ~~a. A delivery employee of a licensed cannabis retail facility, carrying cannabis goods for delivery, shall only travel in an enclosed motor vehicle operated by the delivery employee or another delivery employee of the licensee.~~
- ~~b. While carrying cannabis goods for delivery, a delivery employee of a licensed cannabis retail facility shall ensure the cannabis goods are not visible to the public.~~
- ~~c. A delivery employee of a licensed cannabis retail facility shall not leave cannabis goods in an unattended motor vehicle unless the motor vehicle is equipped with an active vehicle alarm system.~~
- ~~d. A vehicle used for the delivery of cannabis goods shall be outfitted with a dedicated global positioning system (GPS) device for identifying the geographic location of the delivery vehicle. A dedicated GPS device does not include a phone or tablet. The device shall be either permanently or temporarily affixed to the delivery vehicle and shall remain active and inside of the delivery vehicle at all times during delivery. At all times, the licensed cannabis retail facility shall be able to identify the geographic location of all delivery vehicles that are making deliveries for the cannabis retail facility and shall provide that information to the City of Coalinga upon request.~~
- ~~e. Upon request, a licensed cannabis retail facility shall provide the City of Coalinga with information regarding any motor vehicles used for the delivery of cannabis goods, including the vehicle's make, model, color, vehicle identification number, and license plate number.~~
- ~~f. Any motor vehicle used by a licensed cannabis retail facility to deliver cannabis goods is subject to inspection by the City. Vehicles used to deliver cannabis goods may be stopped and inspected by the City of Coalinga at any licensed premises or during delivery.~~
- ~~(12) *Delivery hours of operation.*~~
- ~~a. A licensed cannabis retail facility shall only deliver cannabis goods to customers starting at 6:00 a.m. and must be completed by 9:00 p.m. Pacific Time.~~

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~~(13) Cannabis goods carried during delivery.~~

- ~~a. While making deliveries, a delivery employee of a licensed cannabis retail facility shall not carry cannabis goods in excess of three thousand dollars (\$3,000.00), or as provided by state law or regulation, whichever is lower, at any time. This value shall be determined using the retail price of all cannabis goods carried by the delivery employee.~~

~~(14) Cannabis consumption during delivery.~~

- ~~a. Delivery employees of a licensed cannabis retail facility shall not consume cannabis goods while delivering cannabis goods to cannabis customers.~~

~~(15) Delivery receipt.~~

- ~~a. A licensed cannabis retail facility shall prepare a delivery receipt for each delivery of cannabis goods.~~
- ~~b. The delivery receipt shall contain the following:~~
- ~~1. The name and address of the permitted cannabis retail facility.~~
  - ~~2. The name of the delivery employee of the permitted cannabis retail facility who delivered the order.~~
  - ~~3. The name of the permitted cannabis retail facility employee who prepared the order for delivery.~~
  - ~~4. A customer name and unique identification number for the customer who is requesting the delivery.~~
  - ~~5. The date and time the delivery request was made.~~
  - ~~6. The delivery address.~~
  - ~~7. A detailed description of all cannabis goods requested for delivery. The description shall include the weight, volume, or any other accurate measure of the amount of any cannabis goods requested.~~
  - ~~8. The total amount paid for the delivery, including any taxes and fees.~~
- ~~c. Upon delivery, the date and time the delivery was made, and the signature of the cannabis customer who received the delivery.~~
- ~~d. At the time of the delivery, the delivery employee of the permitted cannabis retail facility shall provide the cannabis customer, who placed the order a copy of the delivery receipt. The delivery employee shall retain a signed copy of the delivery receipt for the cannabis retail facility's records.~~
- ~~e. The delivery receipt shall comply with state and federal law regarding the protection of confidential information.~~

~~(16) Delivery route.~~

- ~~a. While making deliveries of cannabis goods, a delivery employee of a permitted cannabis retail facility shall only travel from the permitted cannabis retail facility premises to the delivery address; from one delivery address to another delivery address; or from a delivery address back to the permitted cannabis retail facility premises. A delivery employee of a permitted cannabis retail facility shall not deviate from the delivery path described in this section, except for necessary rest, fuel, or vehicle repair stops, or because road conditions make continued use of the route unsafe, impossible, or impracticable.~~

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~~(m) Consumption lounge/café.~~

- ~~(1) Consumption lounge/café shall be permitted with a valid conditional use permit and cannabis retail permit issued by the City of Coalinga and State of California with a specified consumption café/lounge designation unless at any time the State of California adopts regulations requiring a specific/separate license for a consumption café/lounge.~~
- ~~(2) A consumption café/lounge shall not be allowed to operate and sell cannabis, cannabis products, and non-cannabis products between the hours of 2:00 a.m. and 6:00 a.m.~~
- ~~(3) A consumption café/lounge shall only sell cannabis to an individual in an amount reasonable for onsite consumption.~~
- ~~(4) Cannabis and cannabis products purchased onsite may be removed from their packaging and consumed onsite.~~
- ~~(5) Cannabis and cannabis products not fully consumed onsite may be resealed in their original packaging, placed in opaque packaging, and taken off site by the consumer.~~
- ~~(6) Noncannabis products, such as food and beverages, may be prepared and sold onsite.~~
- ~~(7) A consumption café/lounge shall comply with all applicable provisions of the California Retail Food Code (Chapter 1 (commencing with Section 113700) of Part 7 of Division 104 of the Health and Safety Code) when preparing and selling non-cannabis food and beverage products.~~
- ~~(8) A consumption café/lounge shall not sell live plants or seeds.~~
- ~~(9) A consumption café/lounge shall not allow the sale or consumption of alcohol or tobacco on the premises.~~
- ~~(10) Smoking, vaping, or ingestion of cannabis or cannabis products shall not be visible from any public place or nonage-restricted area.~~

~~(Ord. No. 804, § 5, eff. 2-3-2018; Ord. No. 840, §§ 3, 4, eff. 8-15-2020)~~

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

**Subject:** Approval of Short-Term Lease Agreement with Momentum Tactical, LLC at the Coalinga Municipal Airport  
**Meeting Date:** Thursday, May 7, 2026  
**From:** Sean Brewer, City Manager  
**Prepared by:** Sean Brewer, City Manager

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**I. RECOMMENDATION:**

It is recommended that the City Council approve a short-term lease agreement with Momentum Tactical, LLC for use of designated areas at the Coalinga Municipal Airport and authorize the City Manager to execute the agreement and any minor administrative amendments.

**II. BACKGROUND:**

The City has been in discussions with Momentum Tactical, LLC, a Department of Defense-focused training company specializing in tactical canopy flight instruction and military freefall courses, regarding the use of the Coalinga Municipal Airport for training operations.

The proposed agreement establishes a short-term lease to allow the company to initiate operations while longer-term development and permanent facility planning are underway. The lease includes multiple designated sites at the airport for training, staging, and future development.

**III. DISCUSSION:**

The proposed lease provides for a term of up to three (3) years or until a permanent lease agreement is executed, whichever occurs first.

Key provisions of the agreement include:

**Leased Areas:**

- Site A (~13,000 sq. ft.) for modular facilities and future hangar development
- Site B (~800,000–900,000 sq. ft.) for parachute landing and training operations
- Site C (~14,000 sq. ft.) for classroom, office, and operational support improvements

**Rent Structure:**

- \$12,000 annually (\$1,000 per month)

**Use and Operations:**

- Aviation-related training including parachute and powered paraglider activities
- Compliance with all FAA, Department of Defense, and local regulations
- Lessee responsible for construction, maintenance, and operation of improvements

**Improvements and Facilities:**

- Temporary modular structures allowed during initial phases
- Future development includes classroom space, office/lounge, packing areas, and hangar pad
- City retains option to purchase improvements at fair market value upon lease termination

**City Responsibilities:**

- Maintain runway, taxiways, and airport infrastructure
- Provide utility access to connection points
- Support safe and compliant airport operations

This agreement allows the City to activate underutilized airport property, support economic activity, and position the airport for future aviation-related development while maintaining compliance with FAA requirements and preserving long-term flexibility.

**IV. ALTERNATIVES:**

- **Do not approve the agreement** – This would delay or prevent activation of the airport site for this use and forego near-term revenue and economic activity.
- **Direct staff to renegotiate terms** – Council may request modifications to rent, term, or operational provisions prior to approval.

**V. FISCAL IMPACT:**

The agreement provides \$12,000 annually in lease revenue.

Additional indirect fiscal benefits may include increased fuel sales, economic activity associated with training operations, and future long-term lease or development opportunities. The City’s primary costs are limited to standard airport maintenance obligations already within existing operational responsibilities.

**ATTACHMENTS:**

File Name	Description
 2026.03.04_SHORT_TERM_City_of_Coalinga_Momentum_Lease_Agreement.pdf	SHORT TERM City of Coalinga Momentum Lease Agreement

**NEW COALINGA MUNICIPAL AIRPORT  
MOMENTUM TACTICAL, LLC LEASE AGREEMENT**

This NEW COALINGA MUNICIPAL AIRPORT MOMENTUM TACTICAL, LLC LEASE AGREEMENT (“Agreement”) is effective as of \_\_\_the day of\_\_\_\_\_, 2025 (“Effective Date”), by and between *City of Coalinga*, a Municipal Corporation, with its principal place of business in Coalinga, California (“Owner”) and Momentum Tactical, LLC, a Utah limited liability company (“Lessee”). Owner and Lessee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

**Recitals**

- A. Owner owns the Coalinga Municipal Airport and the real property on which it is located.
- B. Lessee is a Department of Defense-focused training company that specializes in tactical canopy flight instruction and military freefall courses.
- C. Owner desires to lease to Lessee, and Lessee desires to lease from Owner, the below-identified property pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease.

1.1 Property. Owner is the fee simple owner of certain real property located at 27500 Phelp Ave, Coalinga, CA 93210, identified by Assessor Parcel Number: [APN]. Owner hereby leases to Lessee, and Lessee hereby agrees to rent, the following “Sites” of the New Coalinga Municipal Airport, described herein and depicted on Exhibit 1 (the “Property” or the “Premises”).

**Site A.**

Owner will lease to Lessee approximately 13,000 square feet for a modular facility and a future hangar. Modular buildings are permitted as temporary structures during construction. The City will issue permits for modular buildings for an initial one (1)-year term upon application, with six (6)-month extensions available thereafter, not to exceed three (3) years total occupancy. Upon completion of the permanent structures, Lessee shall remove all modular buildings at Lessee's sole cost and expense within thirty (30) days. Overnight stays are permitted on Site A for up to 14 days within a one-month period. The city requires notification and must approve whenever this provision is utilized. Notifications must include the specific reason why the accommodations are necessary in lieu of using local hotels. The stays referenced are strictly in connection with the Lessee's operations. These stays do not establish tenancy or residency.

**Site B.**

Owner will lease to Lessee approximately 800,000 to 900,000 square feet of cleared land for parachute landings and powered paraglider training.

**Site C.**

Owner shall lease to Lessee approximately 14,000 square feet of land (“Site C”) for the purpose of constructing and operating the improvements described below and shown on the Site Plan attached hereto as Exhibit C:

- Modular Classroom Building: 2,500 sq. ft
- Office / Lounge: 1,200 sq. ft.
- ADA-Compliant Restroom: 400 sq. ft.
- Covered Parachute Packing Area: 800 sq. ft.
- Outdoor Shade / Staging Structure: 800 sq. ft.
- Concrete Pad (future hangar): 100' x 100' (10,000 sq. ft.)

1.2 Rights and Easements. Owner hereby grants to Lessee, and the Leasehold Estate shall include the following rights and easements: [ALL EASEMENTS, Utility Line Easement, Signage Easement, Access Easement]. Upon Lessee’s request, Owner shall execute and deliver to Lessee documents and instruments, satisfactory in form and substance to Owner and Lessee, evidencing the rights and easements granted pursuant to this Agreement, and Lessee may record such documents and instruments in the official records of the county where the Property is located.

2. Term.

2.1 Original Term. The term of this Lease shall be the shorter of three (3) years commencing on the Rent Commencement Date (defined below), or the effective date of a subsequent permanent lease following the construction of permanent structures on Site A.

3. Rent.

3.1 Initial Rent Payment. In consideration of the rights granted to Lessee under this Agreement, Lessee shall make an initial rent payment Owner, without deduction or offset except as otherwise expressly provided herein, in the amount of Twelve Thousand Dollars (\$12,000.00) per year (“Base Rent”), which shall be paid in rental payments of One Thousand Dollars (\$1,000.00) per month. Base Rent shall be payable in advance on the first day of each calendar month beginning on the Rent Commencement Date as defined in Section 3.2 below.

3.2 Rent Commencement Date shall mean [NEED DATE].

3.3 Method of Payment. All Rent and other sums payable by Lessee under this Lease shall be paid in lawful money of the United States, by check or electronic transfer payable to City of Coalinga, and delivered to the address designated by Owner in writing, or such other place as Owner may from time to time designate. Any payment made after the due date shall accrue interest at a rate not to exceed five percent (5%) per annum, but no late fee or interest shall apply during any period in which Rent is abated or credited under this Lease.

3.4 Taxes and Assessments. Lessee shall pay all personal property taxes and assessments levied upon its equipment, vehicles, aircraft, or business operations on the Premises. Owner shall pay all real property taxes and assessments relating to the underlying Airport property. If any possessory interest tax or similar charge is assessed on Lessee's leasehold interest, Base Rent shall be reduced dollar-for-dollar by the amount of such tax.

3.5 Late Payment and Grace Period. Rent shall be considered delinquent if not received within ten (10) days after the due date. Owner shall provide written notice of any delinquency, and Lessee shall have an additional ten (10) days after such notice to cure before any default may be declared. No late fee or penalty shall apply if Rent is withheld or reduced pursuant to an authorized abatement or credit under this Lease.

3.6 Holding Over. If Lessee remains in possession of the Premises after the expiration or earlier termination of this Agreement without the express written consent of Owner, such occupancy shall be deemed a tenancy at sufferance only, subject to all terms and conditions of this Agreement except as to the length of the term and the amount of rent. In such event, Lessee shall pay holdover rent at a rate equal to one hundred fifty percent (150%) of the monthly rent in effect immediately prior to such expiration or termination, prorated on a daily basis. Acceptance of any such rent by Owner shall not be deemed or construed as consent to continued occupancy.

4. Security Deposit. Concurrently with Lessee's execution of this Lease, Lessee shall deposit with Owner the sum of one thousand dollars (\$1,000) as a security deposit (the "Security Deposit") for the faithful performance by Lessee of all terms, covenants, and conditions of this Agreement during the Term. If Lessee defaults with respect to any provision of this Agreement, Owner may use, apply, or retain all or any portion of the Security Deposit to pay rent or any other monetary obligation in default, to cover any sum Owner may expend or become obligated to expend by reason of Lessee's default, or to compensate Owner for any loss or damage arising from such default. If any portion of the Security Deposit is so applied, Lessee shall, within ten (10) days after written demand therefor, deposit additional funds with Owner sufficient to restore the Security Deposit to its original amount; failure to do so shall constitute a material breach of this Lease. Provided Lessee fully and faithfully performs all provisions of this Lease, the Security Deposit, or any remaining balance, shall be returned to Lessee within 30 days after the expiration or earlier termination of the Term and Lessee's surrender of possession of the Premises.

5. Development, Operation, and Use of Premise.

5.1 Lessee Responsibility. For the duration of the Agreement, the Lessee has the following responsibilities:

- i. Pay all utilities and rent as provided under this Agreement.
- ii. Purchase their fuel directly from the City whenever it is available on-site.
- iii. At its sole expense, construct, operate, maintain, and repair all improvements on the Premises. All improvements, alterations, or construction shall be subject to Owner's prior written approval, including review of plans, specifications, materials, and contractors. Such approval shall not be unreasonably withheld but may be conditioned to ensure compliance with applicable airport

- design standards, FAA requirements, municipal codes, and Owner's policies.
- iv. Comply with all applicable Federal Aviation Administration (FAA), Department of Defense, and Coalinga Municipal Airport safety regulations.
  - v. Comply with all applicable municipal, county, state, and federal laws, regulations, and ordinances.
  - vi. Upon termination of this Agreement, restore Site B to a safe and neutral condition.

5.2 Ownership of Improvements. Lessee shall be the sole owner of all right, title, and interest in and to the Improvements, all other personal property installed, used, or maintained on the Premises, and any profits derived exclusively from events conducted on the Premises during the Term.

Upon expiration or earlier termination of this Agreement:

Owner's Election. Within thirty (30) days prior to expiration, or thirty (30) days after a notice of termination, Owner shall notify Lessee in writing whether it elects to purchase some or all Improvements at their then-current fair market value (the "Election Notice"). If Owner fails to deliver an Election Notice within this period, it shall be deemed an election not to purchase any Improvements.

Removal by Lessee. If Owner elects not to purchase, Lessee shall, within one hundred eighty (180) days after the Election Notice deadline, remove the Improvements at its sole expense and repair any damage caused by such removal, restoring the Premises to a safe condition.

Automatic Vesting. Except for Improvements that Owner has elected to purchase under the Election Notice, any Improvements not removed within the thirty (30) day period following the Election Notice deadline shall automatically vest in Owner without payment or further action required

5.3 Hazardous or Non-Compliant Improvements. If any improvement constructed, installed, or maintained by Lessee is determined by Owner, in its reasonable discretion, to be hazardous, unsafe, non-compliant with applicable laws, regulations, building codes, or airport standards, or to interfere with airport operations, Owner may require Lessee to modify or remove such improvement at Lessee's sole expense, within thirty (30) days after written notice. Owner's determination shall identify the specific code, standard, or FAA regulation at issue, and Lessee shall have an opportunity to cure or appeal such determination. If Lessee fails to timely comply, Owner may, without liability to Lessee, remove or remediate the improvement at Lessee's expense, and Lessee shall promptly reimburse Owner for all costs incurred.

5.4 FAA Jurisdiction and Compliance. Lessee acknowledges that certain activities may require FAA approval or compliance with FAA regulations, and Lessee shall be solely responsible for securing any such approvals at its own expense. Owner is not responsible for obtaining approvals

from the Federal Aviation Administration (FAA) for any development, construction, improvements, or operations undertaken by Lessee on the Premises, including but not limited to airspace determinations, obstruction evaluations, airport layout plan modifications, or operational authorizations. Owner's inability to permit or approve any improvement, operation, or activity due to FAA requirements, restrictions, or denials shall not constitute a material breach of this Agreement, and Lessee shall have no claim against Owner arising from any FAA determination or regulatory requirement that limits, delays, or prohibits Lessee's intended use of the Premises.

5.5 Insurance. Prior to occupying the Property, Lessee shall obtain the following insurance policies:

- i. General Liability Insurance. A general liability insurance policy insuring against bodily injury, personal injury, and property damage caused by Lessee's use of the Premises in an amount not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate of combined single limit liability coverage per occurrence, accident or incident. Owner shall be named as additional insured on all such policies of insurance. Lessee shall cause its insurers to issue endorsements identifying Owner as an additional insured.

5.6 Owner Responsibilities. For the duration of this Agreement, Owner shall have the following responsibilities:

- i. Maintain the airfield infrastructure. "Maintain" means to keep in safe, operational condition consistent with FAA regulations and industry standards, subject to reasonable notice of deficiencies. Temporary closures for maintenance, weather, emergencies, or circumstances beyond Owner's control are not breaches. Material breach occurs only upon indefinite runway closure due to Owner's failure to maintain after reasonable notice and opportunity to cure. The maintenance of the airfield infrastructure shall include:
  1. The Runway (5,000 ft, 30,000 lbs/axle); and
  2. Lighting for nighttime operations / Taxiways, lighting, and perimeter fencing for nighttime and secured operations.
- ii. Ensure that utilities, including water and electricity, are available at the facilities located on Site A and Site B.
- iii. Maintain the perimeter security fencing for Site A and Site B.
- iv. Jet-A fueling obligations, performance deadlines, and related rent credits are governed by 3.5 of this Agreement. Owner acknowledges that timely provision of Jet-A fuel is a critical operational requirement for Lessee.

- v. Provide and maintain adequate utility capacity (electrical power, water, and communications) to stub-out or connection points located at the boundaries of Sites A and B, sufficient to support Lessee's intended operations. Lessee shall be responsible for the design, permitting, and installation of all internal utility infrastructure within Sites A and B from those connection points, at its sole cost.
- vi. Coordinate and cooperate with Lessee on all required utility permits, inspections, and tie-ins to ensure timely completion and activation of such utilities.
- vii. Refrain from directly or indirectly interfering with Lessee's operations, undertakings, or activities, or from engaging in any activity that may disturb the Improvements or Lessee's activities on the Premises.
- viii. Mow and roll the Parachute Landing Section of Site B at least annually, or more frequently as reasonably necessary, to maintain safe conditions.

6. Taxes. Owner shall be responsible for, and shall timely pay before delinquency, all real property taxes, assessments, and other governmental charges imposed on or arising in connection with the Property itself. Lessee shall be responsible for, and shall timely pay before delinquency, all taxes, assessments, fees, or charges imposed as a result of Lessee's use or activities on the Premises, including but not limited to sales taxes, use taxes, excise taxes, personal property taxes, and business license fees. If any possessory-interest tax or similar charge is assessed on Lessee's leasehold interest, Base Rent shall be reduced dollar-for-dollar by the amount of such tax.

7. Utilities. Owner shall provide adequate water utility capacity to stub-out or connection points at the boundary of Sites A and B. Lessee shall be responsible for designing and installing all other utility infrastructure, including electrical, sewer, and communications services, at its sole cost. Lessee shall design and install all internal utility infrastructure from the water connection points at its sole cost. Owner shall coordinate tie-ins and permitting for the water connection to avoid unreasonable delay. Lessee shall pay for all water utilities supplied to the Premises. Owner shall not be liable, in damages or otherwise, for any failure or interruption of water service furnished to the Premises, and no such failure or interruption shall entitle Lessee to terminate this Lease; provided, however, that if such failure or interruption continues for more than sixty (60) consecutive days, Rent shall be abated pro rata for the duration of the outage, and if such failure continues for more than sixty (60) consecutive days without cure, Lessee may, at its option, terminate this Lease upon written notice to Owner.

8. Maintenance. Lessee shall, at its sole expense, maintain the Premises in good order, condition, and repair, including keeping common and parking areas neat, clean, and orderly, and repairing any damage to the facilities thereof. If Lessee fails to do so, Owner may give written notice specifying the required work. If Lessee fails to promptly commence such work and diligently prosecute it to completion, Owner may, but shall not be obligated to, perform such

work and expend funds reasonably required therefor. Any amounts so expended by Owner shall be reimbursed by Lessee upon demand, together with interest at 5 percent (5%) per annum from the date of such expenditure. Owner shall, at its sole cost, maintain all runway surfaces, taxiways, perimeter fencing, and lighting systems serving the Premises.

9. Indemnity. Owner shall defend, indemnify, and hold harmless Lessee, its officers, directors, members, managers, employees, and agents, from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising directly out of (i) Owner's negligence, gross negligence, or willful misconduct at the Property, or (ii) activities performed or expressly authorized by Owner at the Property, to the extent such claims are not caused by the negligence or willful misconduct of Lessee.

If Owner fails to provide such defense or indemnification as required under this Section, Lessee may bring an independent action to enforce Owner's obligations hereunder. Any such action shall be subject to the applicable statutes of limitations under California law.

The Lessee agrees to defend and indemnify the Owner for any liability stemming from any adverse judgment or settlement against the Owner in connection with any activity performed or allowed by the Lessee at the Property. Specifically, the Lessee shall indemnify the Owner against all liability, claims, demands, losses, damages, costs, charges, and expenses, including reasonable attorneys' fees, that the Owner may in any way sustain, incur or become liable for in consequence of any activities performed or allowed by the Lessee at the Property.

If the Lessee fails to defend and indemnify as set forth in this Agreement, the Owner may bring a separate suit against the Lessee for failure to do so. Any such action shall be subject to the applicable statutes of limitations under California law.

Each Party's indemnity obligations shall apply only to the extent of its own negligence or willful misconduct. Both Parties waive consequential, incidental, and punitive damages arising from this Lease, except for third-party claims subject to indemnity.

10. Default; Termination.

10.1 Notice and Cure. If either Party alleges that the other has breached or defaulted on any representation, warranty, or obligation under this Agreement, the non-defaulting Party shall deliver to the defaulting Party a reasonably detailed written notice of such breach or default. The defaulting Party shall have sixty (60) days from receipt of such notice to cure the default; provided, however, that if the default cannot reasonably be cured within such sixty (60) day period, the defaulting Party shall have such additional time as is reasonably necessary to cure the default, so long as it commences cure within the initial sixty (60) day period and diligently prosecutes such cure to completion.

For purposes of this Agreement, a "material breach" means a breach of any representation, warranty, or obligation that: (a) substantially impairs the benefit of the bargain to the non-defaulting Party; (b) defeats the essential purpose of this Agreement; or (c) makes performance by the non-defaulting Party substantially more burdensome or impossible. Minor, technical, or non-substantive

violations that do not significantly affect the Parties' rights or obligations shall not constitute a material breach.

If the defaulting Party fails to timely cure a material breach, the non-defaulting Party may terminate this Agreement and/or exercise any other rights or remedies available at law or in equity; provided that the non-defaulting Party shall use commercially reasonable efforts to mitigate damages arising from such default.

10.2 **Termination.** This Lease may not be terminated at will by either Party. Termination is permitted only: (i) for an uncured material breach as defined in Section 10.1; (ii) in the event of condemnation, casualty, or an airport closure exceeding one hundred twenty (120) days; (iii) by mutual written agreement of the Parties; or (iv) expiration per Section 2.

11. Assignment and Sublease.

11.1 General Restriction. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, pledge, or otherwise encumber its interest in this Lease or in the Premises, nor sublet or license all or any portion of the Premises, without the prior written consent of Owner in each instance, which consent shall not be not be unreasonably withheld, conditioned, or delayed. Any attempted assignment, transfer, mortgage, encumbrance, sublease, or license without such consent shall be void and of no effect.

11.2 Related Party Assignment. Notwithstanding Section 11.1, Lessee may assign this Lease to any parent company, subsidiary, affiliate, or other entity under common ownership or control with Lessee and/or its owners (a "Related Party Assignment"), provided that Lessee delivers written notice and copies of the Related Party Assignment documents to Owner. Owner shall promptly acknowledge receipt of such documents in writing and return a copy to Lessee. In no event shall Owner unreasonably withhold or delay such acknowledgement, nor interfere with any Related Party Assignment.

11.3 Right to Sublease. Notwithstanding Section 11.1, Lessee shall have the right to sublease the Premises as follows:

- i. Lessee may sublease for aviation-related or Department of Defense-approved uses, subject to Owner's review, which shall not be unreasonably withheld, conditioned, or delayed.
- ii. Any sublease for non-core activities shall likewise require review not to exceed twenty (20) business days from receipt of a complete package, after which approval shall be deemed granted.
- iii. Legal or administrative fees charged by Owner in connection with its review of any sublease shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) per instance.

11.4 Continuing Liability. In all cases of assignment or sublease, whether or not consent is required or obtained, Lessee shall remain primarily liable for the performance of all obligations under this Lease unless expressly released in writing by Owner.

12. Miscellaneous.

12.1 Entire Agreement. This Agreement, together with its attached exhibits (which are incorporated herein by reference), constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and representations, whether oral or written, which shall be of no force or effect. No addition, modification, or waiver of any term of this Agreement shall be effective unless in writing and signed by both Parties. This Agreement shall not be construed more liberally in favor of, or more strictly against, either Party. As used herein, the neuter gender includes the masculine and feminine, and the singular includes the plural, and vice versa, whenever the context so requires. The terms “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” Captions and headings are for convenience only and shall not affect the interpretation of this Agreement..

12.2 Governing Law. The terms and provisions of this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws principles.

12.3 Legal Counsel and Advice. Each party to this Agreement has had the opportunity to consult with legal counsel and other advisors of its own choosing prior to executing this Agreement.

12.4 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, Owner and Lessee, any permitted Assignee, and their respective heirs, transferees, successors, and assigns. All references to “Lessee” in this Agreement shall be deemed to include any Assignee holding a direct ownership interest in this Agreement.

12.5 Notices. All notices or other communications required or permitted hereunder, including payments to Owner, shall be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, to the addresses set forth on the signature page of this Agreement. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight couriers shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Any party may change its address for purposes of this subsection by giving written notice of such change to the other party in the manner provided in this subsection.

12.6 Choice of Law. The Property is located in the County of Fresno, State of California. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any action or proceeding, whether at law or in equity, arising out of or relating to this Agreement shall lie exclusively in Fresno County, California. Both Parties hereby waive any rights under California Code of Civil Procedure Section 394 to seek transfer of venue to a neutral county or other venue.

12.7 Mediation. In the event of any dispute arising under or related to this Agreement, the Parties shall first submit the matter to non-binding mediation before commencing litigation or arbitration. Any Party may initiate mediation by delivering written notice to the other Party. Mediation shall be conducted in accordance with the California Mediation Rules and Procedures, or, by mutual agreement, through another mediation service or mediator. Mediation shall

be confidential in accordance with California Evidence Code §1119 et seq. (superseding the outdated reference to §1152.5), and the Parties shall share equally the mediator’s fees and costs.

12.8 Arbitration. If the Parties fail to resolve their dispute through mediation, the Parties agree to arbitrate disputes through binding arbitration. Each Party agrees that:

- i. any arbitration will occur in Fresno County, in the State of California,
- ii. arbitration will be conducted confidentially by a single arbitrator in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Arbitration” section, and
- iii. that the state or federal courts of the State of California have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

12.9 Attorney’s Fees. In any action, proceeding, or arbitration to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys’ fees and cost, in addition to any other relief to which such party may be entitled.

12.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the Effective Date.  
OWNER: LESSEE:

\_\_\_\_\_  
[NAME],  
[BUSINESS]

\_\_\_\_\_  
[NAME],  
[BUSINESS]

Address for Payment and Notices:

Address for Payment and Notices:

[ADDRESS]  
[ADDRESS]  
[PHONE]

[ADDRESS]  
[ADDRESS]  
[PHONE]

**EXHIBIT 1**

**PROPERTY/PREMISES**

**APN: [APN]**

**PHOTO/MAP OF PROPERTY**

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

**Subject:** Adopt Resolution No. 4320 for the Sale of Excess Untreated USBR Water for 2026/27 to Pleasant Valley Water Conveyance Partners and Gladstone California Water LP

**Meeting Date:** Thursday, May 21, 2026

**From:** Sean Brewer, City Manager

**Prepared by:** Dan Bergmann, IGS

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**I. RECOMMENDATION:**

It is recommended the City Council adopt Resolution No. 4320 and agreements for untreated water sales to Pleasant Valley Water Conveyance Partners and Gladstone California Water LP (collectively referred to as “the Farmers”) during the 2026/27 water year.

**II. BACKGROUND:**

The City has a long history of providing excess USBR water to the Farmers when it is available. Canal water is better quality than ground water, use of canal water preserves groundwater reserves, and sales of excess water benefit the city’s ratepayers.

**III. DISCUSSION:**

Staff and the Farmers have been actively negotiating to reach a mutually agreeable price for the sale of the City’s excess water this year. To proceed, City Council must approve a proposed water price at the City Council meeting.

The volume of excess water projected to be available this year is 1,960 acre feet (AF).

The benchmark for the market value of the City’s excess water is the “Exchange Contractors Transfers Agreement Price Schedule,” which is available through San Luis and Delta Mendota Water Authority (SLDMWA). Based on the current Central Valley Project South of Delta (CVP SOD) agriculture allocation of 20 percent, the exchange price is \$650 per AF. It is according to this schedule that Westlands Water District has stated to the City that it will purchase the City’s excess water at this price. Pursuant to Westlands April Monthly notice, it will then sell “supplemental” water to its own customers for a rate of \$775 to \$800 per AF. Westlands marks up the price from \$650 to cover its operational and maintenance costs.

From the City’s perspective, the value of water is greater delivered within Coalinga’s district, than delivered out-of-district to Westlands. When Coalinga takes delivery of water it must pay the SLDMWA fee of \$75 per AF (rounded) and pay Westlands for conveyance a projected cost of \$35 per AF. Both these components increase the value to \$760. From a straight financial comparison, this means the City would be indifferent selling to Westlands at \$650 per AF for selling to the Farmers at \$760 per AF.

Through negotiations, the Farmers are not willing to purchase all the excess water at \$760 because of the

price being high this year. Because it is beneficial to the City to support our local Farmers, a mutually agreeable price is indicated to be \$685 per AF.

One other requested change from the Farmers that is incorporated in the agreements is that if the Exchange Contractors price is reduced because the CVP allocation is increased above 25 percent, the sales price to the Farmers will drop by the same amount. Specifically, if the CVP agriculture allocation increases to the next tier of 26% to 50%, the Exchange Contractors prices will drop from \$650 per AF to \$425 per AF. Westlands would similarly reduce its purchase price from the City, if the City were selling to Westlands.

The sale of excess USBR water is beneficial to the City, and specifically to water ratepayers primarily because the water is sold at a significant margin above the city's total costs to help offset the cost of capital improvements to the City's water system, but also to support the local Farmers.

The effort required by the City for sale of excess water is administrative and financial only. Agreements must be prepared, approved by City Council and executed. Westlands personnel read the meters each month, then city staff prepare and issue the billing statements, and collect the amounts due.

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

The alternative is selling excess water to Westlands Water District, or not selling excess water at all.

#### **V. FISCAL IMPACT:**

The projected net benefit to water enterprise rate payers is expected to be between \$900,000 and \$1,000,000. This assumes the CVP SOD allocation does not exceed 25 percent.

#### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
<input type="checkbox"/> Resolution_No._4320_-_Water_Sales_Agreement_05_21_26.pdf	Resolution No. 4320
<input type="checkbox"/> Gladstone_Sales_Agreement_2026.pdf	Gladstone Sales Agreement
<input type="checkbox"/> PVWCP_Sales_Agreement_2026.pdf	PVWCP Sales Agreement

**RESOLUTION NO. 4320**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA FOR THE SALE OF UNTREATED USBR WATER TO PLEASANT VALLEY WATER CONVEYANCE PARTNERS AND GLADSTONE CALIFORNIA WATER LP DURING THE 2026/27 WATER YEAR**

**WHEREAS**, City has a long history of providing excess water to farmers within the City's defined service area; and

**WHEREAS**, the USBR has made available to City excess water during the 2026/27 water year; and

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

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

**WHEREAS**, City and farmers have mutually agreed on a market value of water to be sold and purchased; and

**WHEREAS**, the City has already agreed to provide conveyance-only services for farmer-owned water during the 2026/27 water year; and

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

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

1. Water Sales Agreement for the 2026/27 Water Year with:
  - a. Pleasant Valley Water Conveyance Partners
  - b. Gladstone California Water LP
2. The City Manager is authorized to execute these Agreements.

The foregoing resolution was duly adopted by the Coalinga City Council at a regular meeting held on the 21st day of May 2026, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

\_\_\_\_\_  
Nathan Vosburg, Mayor

Attest:

\_\_\_\_\_  
Shannon Jensen, City Clerk

**WATER SUPPLY AGREEMENT  
CITY OF COALINGA AND GLADSTONE CALIFORNIA WATER LP, A DELAWARE  
LIMITED PARTNERSHIP**

**2026 Agreement: Water Supply**

This Agreement is entered into by and between the City of Coalinga (“City”) and Gladstone California Water LP, a Delaware Limited Partnership (“GCWLP”), with respect to the following Recitals, which are a substantive part of this Agreement.

**RECITALS**

**WHEREAS**, from time to time, City may have the ability to sell excess USBR water to GCWLP in the Pleasant Valley Water District located within the City’s defined USBR Contractor Service Area; and

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

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

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

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

**NOW, THEREFORE**, City and GCWLP agree to the following:

1. Term of Agreement. This Agreement shall be effective March 1, 2026, for water transactions mutually agreed by the parties, provided the Agreement is fully executed by City and each farmer listed hereto, for service to each farmer as each executes, and shall be effective through February 28, 2027.
2. USBR Water Supply. This Agreement is for both contracted long-term USBR Water Supply (Contracted Water) available to City. Contracted Water may be made available to GCWLP to the extent it is made available to City by USBR, and after a full supply has been provided to City’s treated water customers.
3. Price and Volumes for Purchase Water. The price for contract water hereunder shall be six hundred eighty-five dollars (\$685.00) per AF inclusive of all costs incurred by the City up to the Delivery Point (Initial Price). The Initial Price of \$685.00 is fixed and not subject to revision or adjustment, except if the Central Valley Project South of Delta (CVP SOD) Allocation for the 2026/27 water year is increased to 26 to 50 percent. If so, pursuant to Exhibit E of the Exchange Contractors 2026-2038 Transfers Agreement Price Schedule, the Initial Price shall be reduced by \$225 per AF, consistent with the reduction in the Transfers Agreement Price Schedule. The City’s pricing shall be inclusive of all costs incurred by City up to the Delivery Point including amounts

due from the City to USBR, San Luis and Delta Mendota Water Authority, and Westland's Water District.

4. Monthly Sales Volumes. Water volumes shall be determined by GCWLP and City prior to each calendar month. GCWLP shall use their best effort to monitor water deliveries not to exceed determined monthly volumes. Water volumes sold and conveyed under this agreement are contingent on Regulatory Compliance, as defined herein. City may immediately suspend deliveries in the event the City Manager deems additional water is needed for the City's treated water use.
5. Notices, Billing, and Payment. City shall issue billing statements to GCWLP following each month of water deliveries. Payment shall be rendered by GCWLP to City within fifteen (15) days of the date of the statement. Notices, including billing statements may be communicated via email, provided the receiving party acknowledges receipt.

Billing Statements shall be sent to:

Firestone Avenue Coalinga, LP  
1521 Westbranch Drive, Suite 100  
McLean, VA 22102  
Attn: Bill Reiman  
bill.r@gladstoneland.com  
(805) 377-7701

Payments shall be made to:  
City of Coalinga  
155 W Durian Avenue  
Coalinga, CA 93210

Ms. Mai Vang  
Financial Services Director  
[mvang@coalinga.com](mailto:mvang@coalinga.com)  
559-935-1533 Ext. 129

6. Delivery Point. The Delivery Point for water sold hereunder shall be GCWLP's turn-out located near the end of the Coalinga Canal.
7. Regulatory Compliance. The obligations of City and GCWLP to perform under this Agreement are conditioned upon ongoing compliance, approvals, and consents, including without limitation consent from the USBR, Westlands Water District, the State Water Resources Control Board, and any other authority with jurisdiction impacting this Agreement.
8. Conflicts of Interest. Neither City, nor its City Manager, nor any City Council member, department head, manager, employee, consultant, or agent of City, shall give to or receive from any director, employee or agent of GCWLP or any affiliate thereof any gift or entertainment of significant value, or any commission, fee, or rebate in connection with this Agreement.
9. GCWLP. This Agreement is being entered into with GCWLP.
10. Operating Communication. The City shall designate a representative for ongoing operating coordination with GCWLP, and similarly GCWLP shall designate a representative authorized to represent GCWLP for operating coordination.

11. Counterpart Signatures. The parties hereto agree that this Agreement may be signed in counterparts such that each signature alone or combined with others agrees to this single binding Agreement.

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

**CITY OF COALINGA**

By: \_\_\_\_\_  
Sean Brewer  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**GLADSTONE CALIFORNIA WATER LP, a Delaware limited partnership**

By: Gladstone California Farmland, GP, LLC, a Delaware limited liability company, its General Partner

By: Gladstone Land Limited Partnership, a Delaware limited partnership, its Sole Member

By: Gladstone Land Partners, LLC, a Delaware limited liability company, its General Partner

By: Gladstone Land Corporation, a Maryland corporation, its Manager

By: \_\_\_\_\_  
David Gladstone  
President and CEO

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

**2026 Agreement: Water Supply**

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

**RECITALS**

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

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

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

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

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

**NOW THEREFORE**, City and Farmers agree to the following:

1. Term of Agreement. This Agreement shall be effective March 1, 2026, for water transactions mutually agreed by the parties, provided the Agreement is fully executed by City and each farmer listed hereto, for service to each farmer as each executes, and shall be effective through February 28, 2027.
2. USBR Water Supply. This Agreement is for both contracted long-term USBR Water Supply (Contracted Water) available to City. Contracted Water may be made available to Farmers to the extent it is made available to City by USBR, and after a full supply has been provided to City’s treated water customers.
3. Price and Volumes for Purchase Water. The price for contract water hereunder shall be six hundred eighty-five dollars (\$685.00) per AF inclusive of all costs incurred by the City up to the Delivery Point (Initial Price). The Initial Price of \$685 is fixed and not subject to revision or adjustment, except if the Central Valley Project South of Delta (CVP SOD) Allocation for the 2026/27 water year is increased to 26 to 50 percent. If so, pursuant to Exhibit E of the Exchange Contractors 2026-2038 Transfers Agreement Price Schedule, the Initial Price shall be reduced by \$225 per AF, consistent with the reduction in the Transfers Agreement Price Schedule. The City’s pricing shall be inclusive of all costs incurred by City up to the Delivery Point including amounts

due from the City to USBR, San Luis and Delta Mendota Water Authority, and Westland's Water District.

4. Monthly Sales Volumes. Water volumes shall be determined by Farmers and City prior to each calendar month. Farmers shall use their best effort to monitor water deliveries not to exceed determined monthly volumes. Water volumes sold and conveyed under this agreement are contingent on Regulatory Compliance, as defined herein. City may immediately suspend deliveries in the event the City Manager deems additional water is needed for the City's treated water use.
5. Notices, Billing and Payment. City shall issue billing statements to Farmers following each month of water deliveries. Payment shall be rendered by Farmers to City within fifteen (15) days of the date of the statement. Notices, including billing statements may be communicated via email, provided the receiving party acknowledges receipt.

Billing Statements shall be sent to:

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

James Nichols  
[james@nicholsfarms.com](mailto:james@nicholsfarms.com)  
559-772-1582

Payments shall be made to:  
City of Coalinga  
155 W Durian Avenue  
Coalinga, CA 93210

Ms. Mai Vang  
Financial Services Director  
[mvang@coalinga.com](mailto:mvang@coalinga.com)  
559-935-1533 Ext. 129

6. Delivery Point. The Delivery Point for water sold hereunder shall be canal side meaning the Farmers' turn-out located near the end of the Coalinga Canal.
7. Resale Prohibited. Water sold to Farmers under this Agreement is explicitly for use by Farmers on land that is within City's USBR Contractor Service Area. Farmers' land for irrigation under this agreement is shown on the map on Attachment 1. Farmers shall not resale water purchased under this agreement.
8. Regulatory Compliance. The obligations of City and Farmers to perform under this Agreement are conditioned upon ongoing compliance, approvals, and consents, including without limitation consent from the USBR, Westlands Water District, the State Water Resources Control Board, and any other authority with jurisdiction impacting this Agreement.
9. Conflicts of Interest. Neither City, nor its City Manager, nor any City Council member, department head, manager, employee, consultant, or agent of City, shall give to or receive from any director, employee or agent of Farmers or any affiliate thereof any gift or entertainment of significant value, or any commission, fee, or rebate in connection with this Agreement.

10. Farmers. This Agreement is being entered into with Pleasant Valley Water Conveyance Partners, LLC. The Farmers that are parties to the LLC are listed as Attachment 2 (contact list).

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

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

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

**CITY OF COALINGA**

By: \_\_\_\_\_  
Sean Brewer  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**NK DEVELOPMENT**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

**SUTTER AVENUE COALINGA CA, LP**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

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

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

**NVBI<sub>Inv</sub> AF4, LLC**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

**FIRESTONE AVENUE COALINGA, CA LP**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

**KREYENHAGEN FAMILY, LLC**

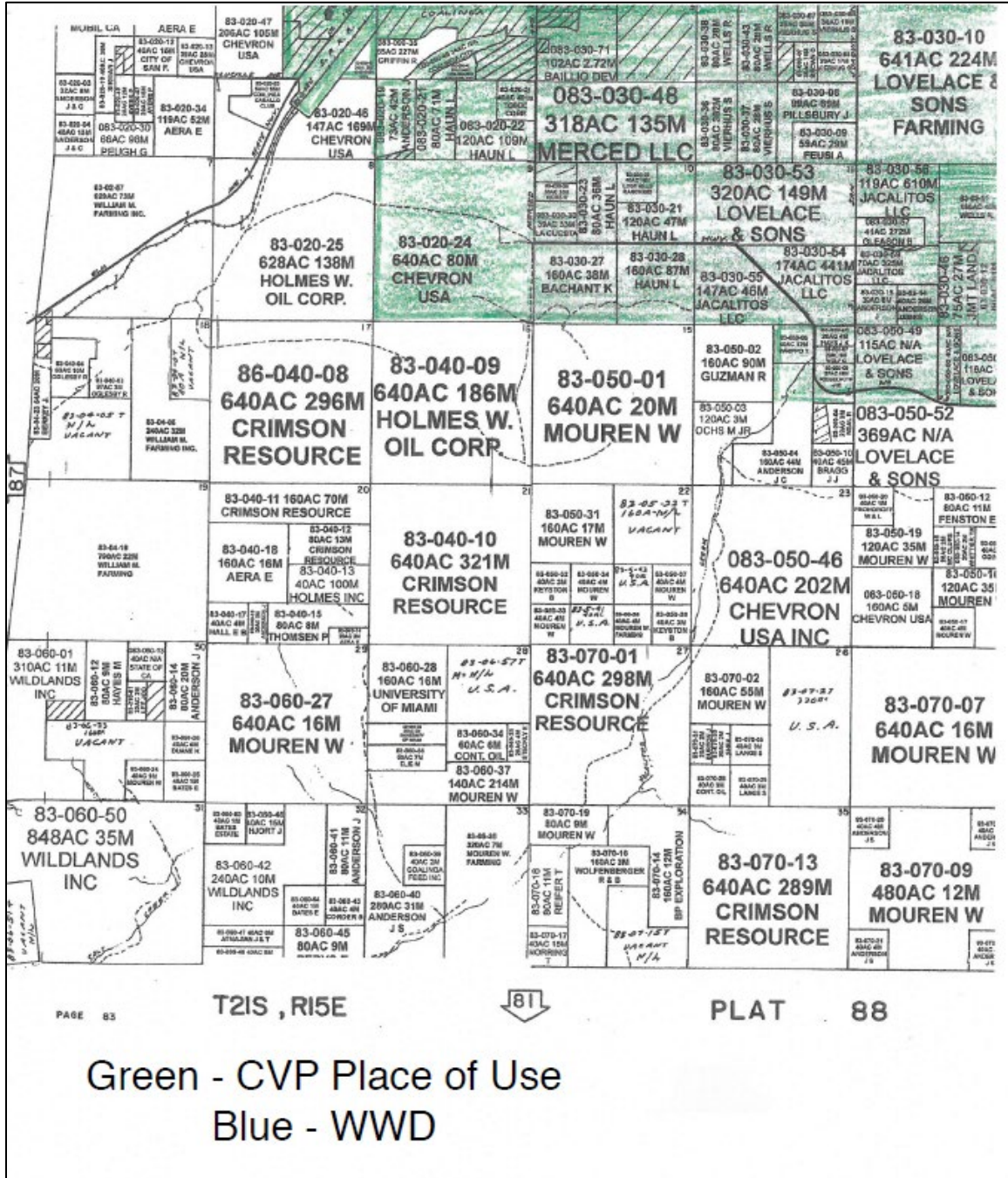
By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

Attachment 1

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

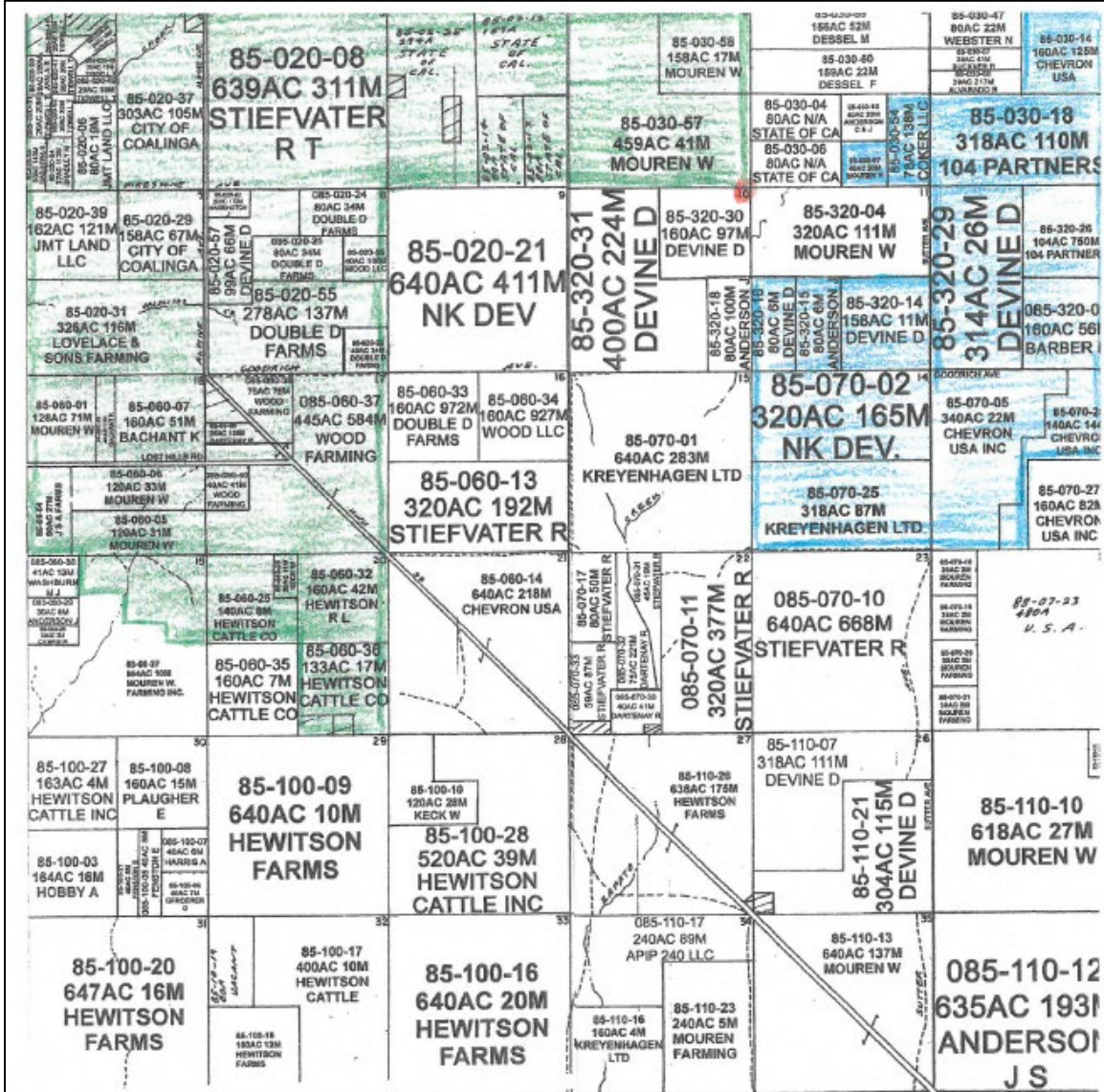
(All sections shaded below)



Attachment 1 (cont.)

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

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

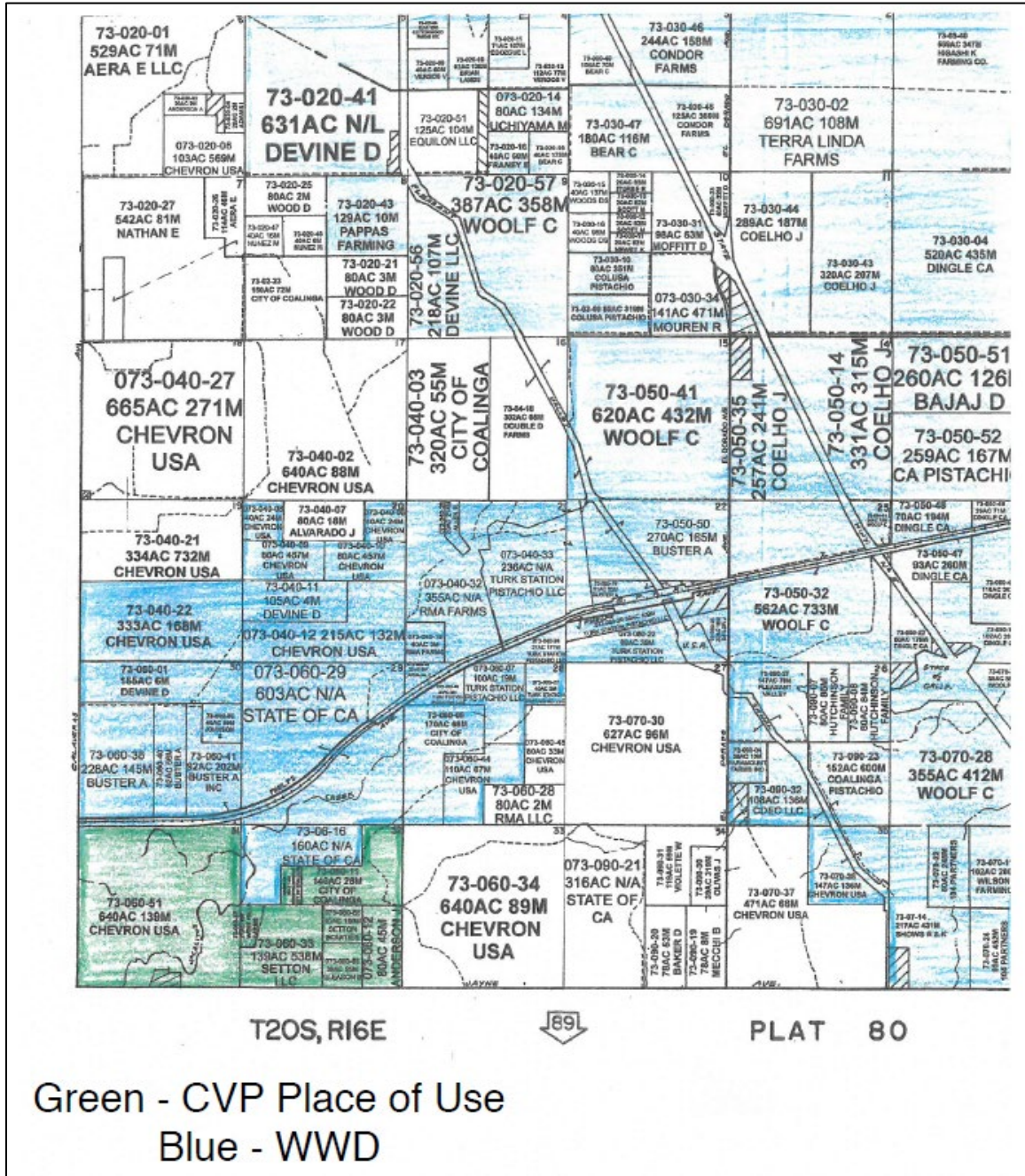


T 21S, R16E  
 Green - CVP Place of Use  
 Blue - WWD

Attachment 1 (cont.)

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

(Lower left two sections on bottom row only)



## Attachment 2

### CONTACT LIST PLEASANT VALLEY WATER CONVEYANCE PARTNERS

Sutter Avenue Coalinga CA, LP 25%

**Lessee, Rod Stiefvater**, 661-809-5199, [rod@rtsag.com](mailto:rod@rtsag.com)

**Landowner, Gladstone**, Kyle Murai, 949-735-2737, [kyle.n@gladstoneland.com](mailto:kyle.n@gladstoneland.com)

1521 Westbranch Drive, Suite 100

McLean, VA 22102

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

**Landowner, Gladstone**, Kyle Murai, 949-735-2737, [kyle.n@gladstoneland.com](mailto:kyle.n@gladstoneland.com)

1521 Westbranch Drive, Suite 100

McLean, VA 22102

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

**Lessee, Rod Stiefvater**, 661-809-5199, [rod@rtsag.com](mailto:rod@rtsag.com)

**Landowner, Gladstone**, Kyle Murai, 949-735-2737, [kyle.n@gladstoneland.com](mailto:kyle.n@gladstoneland.com)

1521 Westbranch Drive, Suite 100

McLean, VA 22102

NBInv AF4, LLC 25%;

**Manager, Agriglobe**, Phillip Christensen, 559-439-7490, [p.christensen@agriglobe.com](mailto:p.christensen@agriglobe.com)

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

[tschmied002@gmail.com](mailto:tschmied002@gmail.com)

2787 W. Bullard Ave., Suite 106

Fresno, CA 93711

NK Development 18.75%;

**James Nichols**, 559-772-1582, [james@nicholsfarms.com](mailto:james@nicholsfarms.com)

**Chuck Nichols**, 559-772-4111, [chuck@nicholsfarms.com](mailto:chuck@nicholsfarms.com)

**Farm Manager, Joe**, 559-707-4650

13762 1<sup>st</sup> Ave.

Hanford, CA 93230

Kreyenhagen Family, LLC 6.25%

**Scott Kreyenhagen** (Signator), [skreyenhagen@gmail.com](mailto:skreyenhagen@gmail.com)

PO Box 270114

Louisville, CO 80027

**James Kreyenhagen**, [jim.kreyenhagen@gmail.com](mailto:jim.kreyenhagen@gmail.com)

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

**Subject:** Adopt Resolution No. 4321 Approving Additional Square Foot of Sign Area at the Community West Bank  
**Meeting Date:** Thursday, May 21, 2026  
**From:** Sean Brewer, City Manager  
**Prepared by:** Jesse Barron, Assistant City Manager

---

**I. RECOMMENDATION:**

Council consider the applicant’s request for an additional 26 square feet of sign area for the newly proposed wall sign along West Durian Avenue.

**II. BACKGROUND:**

On March 10, 2026, the City of Coalinga received an application for new signage, submitted by the applicant, Fresno Neon on behalf of the property owner Community West Bank, for new signage for the property located on the northeast corner of West Durian Avenue and Coalinga Plaza (Community West Bank, formerly United Security Bank). Three (3) of the proposed signs were sign face changes or reduction in sign sizes while one (1) was a new sign.

Staff approved the three sign face changes/reductions which is permitted under the current Sign Code (CMC Section 9-4.500 *et seq.*). The new sign, proposed along West Durian Avenue, exceeded the allowable sign area for the Downtown Overlay Zone District (0.5 sq. ft. for every 1 ft of building frontage).

Section 9-4.506(a)(2) states that all signs shall conform to the maximum area requirements specified in Table 4.6 and Section 9-4.509 of the sign regulations, unless a different limit is approved under a Master Sign Program **or by the City Council.**

Subsequently, the City of Coalinga received an application for the new signage along West Durian Avenue for Council consideration.

**III. DISCUSSION:**

**Proposal and Analysis**

The site has approximately 168 feet of building frontage – 48 feet along West Durian Avenue and approximately 120 feet along Coalinga Plaza/Frame Park. This brings the total allowable square footage for signs on the site to 84 feet; however, because of existing legal, non-conforming statutes, the site is currently allowed 121 square feet. This stems from a combination of the existing signage on-site – 26 square foot wall sign facing the interior parking lot/Frame Park, 30 square foot roof-mounted sign, and 65 square foot pole sign adjacent to Coalinga Plaza.

Sign Type and Location	Size
------------------------	------

Pole Sign (existing) along Coalinga Plaza	65 square feet (only count one side)
Wall Sign (existing) facing interior parking lot/Frame Park	26 square feet
Roof-mounted Sign (existing) along West Durian Avenue side parallel to street	30 square feet
Wall Sign (proposed) facing West Durian Avenue	26 square feet
<b>TOTAL SIGN AREA</b>	<b>147 square feet</b>

The existing pole sign and roof-mounted sign are considered a legal, non-conforming sign which cannot be modified except for the copy change, or they will have to be removed per current regulations. New pole signs are not permitted in the Downtown Overlay Zone District. It is not recommended that the pole sign or roof-mounted sign be removed.

Staff is bringing this item to Council at the request of the applicant to allow additional sign area to install a new wall sign along West Durian Avenue. Pursuant to Section 9-4.506(a)(2), all signs shall conform to the maximum area requirements specified in Table 4.6 and Section 9-4.509 of the sign regulations, unless a different limit is approved under a Master Sign Program **or by the City Council.**

### Land Use and Zoning Compliance

Pursuant to CMC Section 9-4.501, the purpose of the sign code is to establish regulations to ensure the orderly display of signs as a city-wide information system, consistent with State and federal law. These regulations recognize the desire and need of each individual, business, firm or corporation to identify its place of residence, business or service, and realizing that the indiscriminate erection, location, illumination, coloring, size, and lack of proper maintenance of signs and advertising structures, constitutes a significant contributing factor detrimental to the wellbeing and continuing activity of a city's people and economy.

Specifically, these regulations are intended to:

1. Attract and direct persons to various activities and locations for the purpose of providing for maximum public convenience and enhancement of economic value;
2. Assure that all signs and advertising structures are designed, erected and maintained in a manner to enhance, rather than detract from, the ultimate design and appearance of the affected street or neighborhood, and do not impair the view of nearby or adjacent signs;
3. Prohibit the installation and maintenance of signs or advertising structures that unduly distract motorists' attention from driving, and which detract from attention to traffic movement and to signs and signals promoting traffic safety;
4. Prevent the installation and maintenance of signs or advertising structures that individually or collectively have an injurious effect on the morale of the people and the economic well-being of the City;
5. Assure that size and location of signs and advertising structures do not constitute an obstacle to effective fire protection and fire fighting techniques; nor constitute a direct or potential danger to vehicular or pedestrian traffic, especially in the event of structural failure during the period of inclement weather and earthquakes or in the event of impaired vision due to improper size or location; and
6. Otherwise protect the public health, safety, morale, and promote the public welfare.

### Surrounding Land Use Setting:

The proposed project is not inconsistent with surrounding uses nor is it detrimental to the health, safety, morale, or welfare of the public. These uses are detailed in the table below.

Direction	Zoning

South	General Commercial
West	Recreation (Frame Park)
East	General Commercial
North	General Commercial and Residential High Density

**Environmental Considerations**

The project has been reviewed in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and has been determined to be categorically exempt (Class 1) pursuant to Section 15301 of the CEQA Guidelines regarding existing facilities.

The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

The project site has no value, as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

The site can be adequately served by all required utilities and public services. Based on the analysis contained above, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines, Section 15300.2 apply to this Project.

**IV. ALTERNATIVES:**

Staff does not have a formal recommendation; however, staff does not feel that by the Council approving the requested additional sign area, it would be contrary to the purpose of the sign regulations.

**V. FISCAL IMPACT:**

There will be no fiscal impact to the general fund.

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> Resolution_No_4321_Bank_of_the_West_Signage_05_21_26.pdf	Resolution No. 4321
<input type="checkbox"/> Sign_Exhibits.pdf	Sign Exhibits

**RESOLUTION NO. 4321**

**A RESOLUTION OF THE CITY OF COALINGA CITY COUNCIL  
APPROVING ADDITIONAL SIGNAGE AREA FOR COMMUNITY WEST BANK LOCATED ON THE NORTHEAST  
CORNER OF WEST DURIAN AVENUE AND COALINGA PLAZA/5<sup>TH</sup> STREET (APN 072-112-17)**

**WHEREAS**, the City of Coalinga Community Development Department received an application for a Sign Permit for the construction of a new wall sign for Community West Bank located on the northeast corner of West Durian Avenue and Coalinga Plaza/5<sup>th</sup> Street; and,

**WHEREAS**, the proposed project requires City Council approval of an increase to the maximum allowed sign area, in accordance with Title 9, Chapter 4 of the Coalinga Municipal Code; and

**WHEREAS**, appropriate applications were filed and deemed complete by the Coalinga Community Development Department on March 25, 2026; and

**WHEREAS**, the project has been determined to be exempt from CEQA processing under the provisions of Government Code (Class 1) Section 15301 related to existing facilities, and;

**WHEREAS**, the City Council completed its review of the proposed signage and information contained in the staff report at its meeting on May 21, 2026; and

**NOW THEREFORE BE IT RESOLVED**, that the City Council does approve the Sign Permit Application for application No. SP 26-03 for an increase to the maximum sign area permitted.

**PASSED AND ADOPTED**, by the City of Coalinga City Council at their regularly scheduled meeting held on the **21<sup>st</sup> Day of May 2026** with the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

---

Nathan Vosburg, Mayor

ATTEST:

---

Shannon Jensen, City Clerk/Deputy City Clerk

# COMMUNITY WEST BANK/MULTI SIGNS SITE PLAN

INSTALL ADDRESS:  
145 E Durian Ave, Coalinga  
CA, USA



## OVERVIEW



ORDER NUMBER: 106046

DESCRIPTION:  
Sign locations.

MATERIALS:

COLORS:

\* If specific colors have not been provided, colors will be matched to the closest equivalents. By signing you confirm that you have reviewed and agree to the color callouts.

**Title 24:** Signs to be controlled by customer supplied automatic photoelectric control. All signs to be LED with power supply having an efficiency of 80% or greater.

**Each sign must have:**

- A dedicated branch circuit
- Three wires: Line, Ground, and Neutral
- Wire Size: Min 12 GA THHN Copper Wire

**Note:** Sign must be installed in accordance with the NEC (National Electrical Code) and local building codes. Proper grounding and bonding of the sign. Power circuit to be a dedicated circuit when installation shall comply with Article 600.5(A)(1) of the NEC.

-Power and sign must be done by a licensed contractor or electrician.

DIMENSIONS:

CONTACT INFO:

K.C. Rutiaga (sales@fresnoneon.com)  
559.292.2944 | 559.292.2980  
fresnoneon.com

**ATTENTION:** Before signing please review all details of this drawing, including (but not limited to) spelling, colors, and placement. By signing you confirm that you have reviewed and agree to all specifics shown in this drawing.

**UL | NEC | TITLE 24 COMPLIANCE:** Sign fabrication to be UL 48 and NEC Article 600 compliant including proper grounding & bonding with disconnect switch. Title 24 compliant controls comply with (2022 CA Energy Code) will be installed prior to final inspection which include either a time clock/photo cell combination or an astronomical time clock. All signs to be controlled by Auto Timer + Photo Control, for LED & UL listed signs. All signs must include Wattage or have UL Listed Energy Verified Label. Illuminated signs will be powered on for less than 1 hour during daylight hours. Signs to be on both day and night shall include a dimmer that provides the ability to automatically reduce lighting power by a minimum of 65% during nighttime hours.

Refer to 2022 CEnC §130.3(a)2B. LED sign lighting reported as "compliant light sources" to have power supplies with a minimum of 80% efficiency. Refer to §140.8(b)5.

THIS DESIGN IS THE PROPERTY OF FRESNO NEON SIGN CO. INC. NO UNAUTHORIZED USE OR REPRODUCTION IS ALLOWED.

PLEASE SIGN HERE

- Approved \_\_\_\_\_ date \_\_\_\_\_
- As is without Changes
- With Changes Noted



**COMMUNITY WEST BANK/MULTI SIGNS**  
SIGN CABINET\_EAST

**SIGN PLACEMENT**



**NIGHT VIEW**



**ORDER NUMBER: 106046**

**DESCRIPTION:**

Sign cabinet with push through letters flush mounted to the building.

**MATERIALS:**

.125 Aluminum routed out  
Aluminum return and backs  
1" Push-through letters  
LED  
Vinyl graphics

**COLORS:**

- MATTHEW SATIN BLACK PAINT
- MATTHEW SATIN SHIMMER GOLD METALLIC PAINT / MP14571
- 3M #3630-131 GOLD METALLIC TRANSLUCENT VINYL FILM
- 3M #3630-20 WHITE TRANSLUCENT VINYL FILM

\* If specific colors have not been provided, colors will be matched to the closest equivalents. By signing you confirm that you have reviewed and agree to the color callouts.

**Title 24:** Signs to be controlled by customer supplied automatic photoelectric control. All signs to be LED with power supply having an efficiency of 80% or greater.

- Each sign must have:**
- A dedicated branch circuit
  - Three wires: Line, Ground, and Neutral
  - Wire Size: Min 12 GA THHN Copper Wire

**Note:** Sign must be installed in accordance with the NEC (National Electrical Code) and local building codes. Proper grounding and bonding of the sign. Power circuit to be a dedicated circuit when installation shall comply with Article 600.5(A)(1) of the NEC.

-Power and sign must be done by a licensed contractor or electrician.

**DIMENSIONS:** OVERALL AREA:  
6' - 8"(W) x 3' - 11 1/2"(H) x 6"(D)  
26,4 SQ FT

**CONTACT INFO:** K.C. Rutiaga (sales@fresnoneon.com)  
559.292.2944 | 559.292.2980  
fresnoneon.com

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**COMMUNITY WEST BANK/MULTI SIGNS  
SIGN CABINET\_EAST**

EXISTING

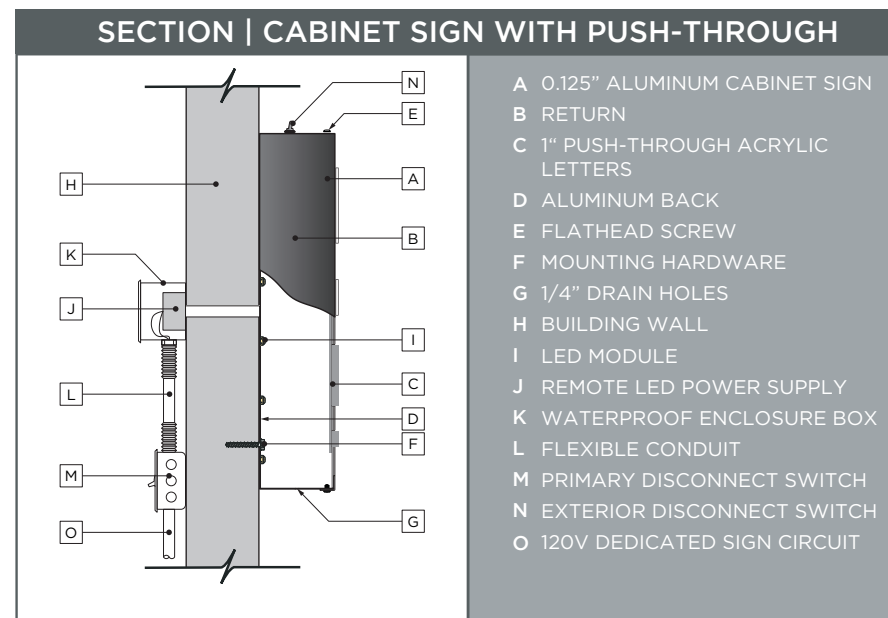


**CUSTOMER TO RUN POWER TO SIGN LOCATION**

**MEASUREMENTS**



**SECTION**



**ORDER NUMBER: 106046**

**DESCRIPTION:**

Sign cabinet with push through letters flush mounted to the building.

**MATERIALS:**

- .125 Aluminum routed out
- Aluminum return and backs
- 1" Push-through letters
- LED
- Vinyl graphics

**COLORS:**

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- MATTHEW SATIN SHIMMER GOLD METALLIC PAINT / MP14571
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6' - 8"(W) x 3' - 11 1/2"(H) x 6"(D)  
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**PLEASE SIGN HERE**

Approved \_\_\_\_\_ date \_\_\_\_\_

As is without Changes

With Changes Noted

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

**Subject:** Adoption of Resolution No. 4323 Recommending to Modify the Calculation of Monthly Baseline Gas Therms to Achieve More Equitable Billing for the City's Single-Family Residential Gas Customers

**Meeting Date:** Thursday, May 21, 2026

**From:** Sean Brewer, City Manager

**Prepared by:** Jesse Barron, Assistant City Manager

---

**I. RECOMMENDATION:**

City Council is recommended to adopt Resolution No. 4323 amending the method of determining monthly natural gas baseline Therms for single-family residential gas customers to achieve more equitable billing during months when the meter reading cycle varies from the typical 28 to 33 days.

**II. BACKGROUND:**

During the December 2024 meter reading cycle, many customers' meter read cycles were longer than 33 days, with some as long as 44 days, due to late meter reading in January 2025. The longer read cycles caused many single-family customers to exceed the baseline usage of 50 Therms per month, when they would not have otherwise exceeded the baseline in a typical length read cycle. The result was they were billed at a rate \$0.43 per Therm higher for some gas delivered -- the difference between the baseline rate of \$0.88 and the excess rate of \$1.31 (the rates in place at that time).

In response, these customers were provided with refunds for the overbilling. Specifically, 170 customers exceeded the baseline because of the longer cycle. These 170 customers are distinguished from the customers that would have gone over anyway -- those that would have been at 50 Therms if the billing cycle had been the standard 30 days. Refunds totaling \$500 were issued to those customers. The average refund was \$3.00; however, the highest refunds were \$8.44 for some customers with the longest meter read cycles of 44 days.

These situations can be avoided by implementing baseline Therms per day rather than Therms per month billing cycle.

**III. DISCUSSION:**

The proposed solution to avoid this problem again is to modify the monthly baseline calculation from Therms per billing cycle to Therms per day across the meter reading cycle. This means the baseline allocation will be exact each month regardless of the number of days between meter reads. The table below shows baseline Therms for summer and winter based on days in the billing cycle rather than simply the billing cycle itself. Notice the table shows that if the billing cycle were an exact average month of 30.4 days, the baseline allocations would be exactly 15 Therms for Summer and 50 Therms for Winter. The determination of Therms per day is done by dividing monthly baseline Therms by 30.4 days in an average month. The daily

allocations are shown at the bottom of the table below and restated in the proposed resolution.

Other utilities have set a precedent for calculating monthly baseline rates on a per-day basis. SoCalGas and PG&E (investor-owned utilities) and City of Palo Alto (municipal utility) all calculate baseline quantities for residential service on a per-day basis.[1]

This proposed modification is not a rate increase and therefore does not require customer notification or other Proposition 218 requirements. This modification simply improves the application of the existing baseline rate structure. Nonetheless, the existing natural gas rate resolution has been expanded to specify the improved calculation of baseline Therms.

Finally, this proposed change will require support from Tyler Technologies to modify the bill application of baseline Therms. At this point, Tyler has confirmed they can make the change. Staff are presently in dialogue with Tyler. The intent is to have the improved mechanism in place prior to this winter as reflected in the proposed resolution.

Baseline Therms Based on Read Cycle		
Days in Cycle	Summer Baseline	Winter Baseline
25	12.3	41.1
26	12.8	42.8
27	13.3	44.4
28	13.8	46.1
29	14.3	47.7
30	14.8	49.3
<b>30.4</b>	<b>15.0</b>	<b>50.0</b>
31	15.3	51.0
32	15.8	52.6
33	16.3	54.3
34	16.8	55.9
35	17.3	57.6
36	17.8	59.2
37	18.3	60.9
38	18.7	62.5
39	19.2	64.1
40	19.7	65.8
41	20.2	67.4
42	20.7	69.1
43	21.2	70.7
44	21.7	72.4
45	22.2	74.0
Th/Day Input:	0.4934	1.6447

#### IV. ALTERNATIVES:

No changes to the calculation of monthly residential baseline Therms.

#### V. FISCAL IMPACT:

The City must pay Tyler Technologies for changes to the monthly billing calculations in the Tyler software. The change in revenue from gas billing will be imperceptible.

ATTACHMENTS:

File Name	Description
□ Resolution_No_4323_Baseline_Change_05_21_26.pdf	Resolution 4323

**RESOLUTION NO. 4323**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA REVISING THE VOLUME CALCULATION FOR SINGLE-FAMILY BASELINE NATURAL GAS BILLING**

**WHEREAS**, the City of Coalinga's gas system is operated safely, reliably, and benefits Coalinga's residents.

**WHEREAS**, Resolution No. 4293, approved October 16, 2025, increased natural gas rates five percent; and,

**WHEREAS**, Resolution No. 4300, approved December 4, 2025, partially rescinded Resolution No. 4293, and increased natural gas rates an additional five percent; and

**WHEREAS**, Resolution No. 4305, approved January 8, 2026, amended and modified the City of Coalinga's Natural Gas Purchase policy; and

**WHEREAS**, increasing natural gas and operating expenses have increased attention to the City's natural gas enterprise; and

**WHEREAS**, the City has a baseline rate structure for single-family residential gas customers based on a stated baseline Therm allocation per month; and

**WHEREAS**, monthly meter reading cycles sometimes deviate from the typical 28 to 33 days (average month) because of holidays or other circumstances; and

**WHEREAS**, the City's natural gas billing system has the capability to calculate the baseline allocation on a daily rather than monthly basis; and

**WHEREAS**, converting the baseline calculation to daily will provide more equitable billing to single-family residential gas customers during months when the meter read cycle is above an average month; and

**WHEREAS**, this modification of the baseline calculation is not a rate increase and therefore exempt from the requirements for Proposition 218.

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

1. The recitals set forth above are true and correct as of the date this Resolution was adopted.
2. The revised volume calculation shall be effective no later than the meter read cycle beginning in November 2026, the first month of winter baseline rates.
3. The application of rates for natural gas service provided by the City of Coalinga are hereby revised as follows.

City of Coalinga Natural Gas Rates			
	Summer Therms (Apr-Oct)	Winter Therms (Nov-Mar)	Effective 12/1/25 (Resolution No. 4305)
Monthly Charge (\$/Mo)			\$13.43
Residential Single-Family Baseline (\$/Th)	15	50	\$0.97
Residential Single-Family Excess (\$/Th)	Over 15	Over 50	\$1.44
Commercial and All Other (\$/Th)	All Supply		\$1.44
Note: The monthly Residential Single-Family baseline Therm volume shall be calculated as baseline Therms per day for each billing cycle. This is done to provide accurate allocation of baseline volumes when meter read cycles are longer than an average month. The calculation of daily baseline Therms is shown below.			
Season	Monthly Baseline (Th/Mo)	Days/Mo	Daily Baseline (Th/day)
Summer Baseline	15	30.4	0.4934
Winter Baseline	50	30.4	1.6447

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the **21st day of May 2026**, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

\_\_\_\_\_  
Nathan Vosburg, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Jensen, City Clerk

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

**Subject:** Adopt Resolution No. 4324 Accepting Real Property Easement related to the Multi-Use Trail Segment 8-23S Easement Acquisition (APN: 071-020-23S, portion)  
**Meeting Date:** Thursday, May 21, 2026  
**From:** Sean Brewer, City Manager  
**Prepared by:** Sean Brewer, City Manager

---

**I. RECOMMENDATION:**

Adopt Resolution No. 4324 accepting the real property acquisition multi-use trail easement from Andrew Alan Lewis, et al. related to Segment No. 8-23S of the Coalinga Multi-Use Trail System and authorize the City Manager to execute all documents necessary to complete the transaction and record the deed.

**II. BACKGROUND:**

The City of Coalinga is proposing to construct 14'-wide bicycle and pedestrian trails, approximately 1.97 mile in length, that would be a portion of Coalinga's perimeter trail, and loop-and-spur network. The proposed project acquisition begins from Monterrey Avenue along Cambridge Avenue through the Coalinga Sports Complex then along the south side of Los Gatos Creek from the Coalinga Sports Complex to Elm Avenue then along the south side of Los Gatos Creek from Elm Avenue to the former railroad corridor. The purpose of this project is to enhance multi-modal forms of transportation for the public.

**III. DISCUSSION:**

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in the agreement, and attachments the following interest(s) in property, all situated in the City of Coalinga, County of Fresno, State of California: a permanent multi-use trail easement.

**IV. ALTERNATIVES:**

Council may choose not to proceed with the purchase of the real property.

**V. FISCAL IMPACT:**

The purchase of said easement is for \$3,000. There will be no impact to the General Fund as the purchase is paid from grant proceeds.

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> RESO#4324_Multi-Use_Trail_Easement_Seg_1E_2_13_14__Acceptance_of_Property_(A.Lewis)_052126.pdf	Resolution No. 4324
<input type="checkbox"/> AGR_FOR_ACQUISITION_OF_PROPERTY.pdf	Agreement for Acquisition of Property

- ❏ MULTI-USE\_TRAIL\_EASEMENT-Segment\_8-23S\_.pdf
- ❏ CERTIFICATE\_OF\_ACCEPTANCE\_071-020-23S\_(portion).pdf

Multi-Use Trail Easement  
Certificate of Acceptance

## RESOLUTION NO. 4324

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA AUTHORIZING THE ACCEPTANCE OF PROPERTY EASEMENT KNOWN AS APN 071-020-23S (PORTION) VIA EASEMENT GRANT DEED

**WHEREAS**, Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984; Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003; Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust; James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993; Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998; Julia W. Simmons, Surviving Trustee of the Simmons Living Trust dated June 30, 1988; Mark Morris and Jo Ann Morris, Trustees of the Morris Living Trust dated March 6, 1984; Andrew A. Lewis, as his sole and separate property, and PENS CO Trust Co, Custodian FBO Elizabeth Lewis IRA have agreed to sell approximately 3,624 square feet of property easement to the City of Coalinga; and

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

**WHEREAS**, said acceptance of property easement from Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984; Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003; Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust; James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993; Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998; Julia W. Simmons, Surviving Trustee of the Simmons Living Trust dated June 30, 1988; Mark Morris and Jo Ann Morris, Trustees of the Morris Living Trust dated March 6, 1984; Andrew A. Lewis, as his sole and separate property, and PENS CO Trust Co, Custodian FBO Elizabeth Lewis IRA by the City of Coalinga is in compliance with local, state and federal requirements; and

**WHEREAS**, said acceptance of property easement is part of a project per California Public Resource Code (PRC) Section §21108 or Section §21152 and has received a notice of determination from the California Environmental Quality Act (CEQA).

**NOW, THEREFORE, BE IT RESOLVED**, that said acceptance of property easement is exempt from further environmental review pursuant to California Public Resource Code (PRC) Section §21108 or Section §21152; and

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the City Council of the City of Coalinga, hereby authorizes the acceptance of property easement via grant deed from Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984; Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003; Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust; James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993; Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998; Julia W. Simmons, Surviving Trustee of the Simmons Living Trust dated June 30, 1988; Mark Morris and Jo Ann Morris, Trustees of the Morris Living Trust dated March 6, 1984; Andrew A. Lewis, as his sole and separate property, and PENS CO Trust Co, Custodian FBO Elizabeth Lewis IRA; and

**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 in the City of Coalinga, County of Fresno, State of California, described as follows:

**The legal description of the interest is identified in the referenced Attachment 1 which is hereby incorporated by reference**

**BE IT FURTHER RESOLVED**, that the interim 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. The foregoing has been authorized by the City Council of the City of Coalinga.

**PASSED AND ADOPTED**, by the City Council of the City of Coalinga at a regularly scheduled meeting held on this **21st day of May, 2026**, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

\_\_\_\_\_  
Nathan Vosburg, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Jensen, City Clerk

**Agreement for Purchase**

Andrew A. Lewis, et al

**Page 1 of 10**

Project: Multi-Use Trail Pedestrian Improvement Project (Segments 1E, 2, 13 & 14)  
Grantor: Andrew A. Lewis, et al  
APN: 071-020-23S

**AGREEMENT FOR ACQUISITION OF PROPERTY**

This Agreement for Acquisition of Property (“Agreement”) is between the City of Coalinga, a municipal corporation (City) and Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984; Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003; Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust; James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993; Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998; Julia W. Simmons, Surviving Trustee of the Simmons Living Trust dated June 30, 1988; Mark Morris and Jo Ann Morris, Trustees of the Morris Living Trust dated March 6, 1984; Andrew A. Lewis, as his sole and separate property, and PENSICO Trust Co, Custodian FBO Elizabeth Lewis IRA (collectively “Grantor”). This Agreement is expressly subject to approval by the City Manager.

Grantor shall execute and deliver to City a Permanent Multi-Use Trail Easement covering a portion of the land associated with APN 071-020-23S (“Land”).

The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the United States Department of Transportation (USDOT) Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Additionally, the parties acknowledge and agree as follows: No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

In consideration of which, and the other considerations hereinafter set forth, which the parties acknowledge is satisfactory, it is mutually agreed as follows:

**1. PROPERTY.**

Grantor(s) agrees to sell to City, and City agrees to purchase from Grantor(s), on the terms and conditions set forth in this Agreement, the real property interest described in Exhibit A and depicted in Exhibit B attached hereto (which exhibits are incorporated herein by this reference) which is a portion of the Land (such portion, the “Property”).

The parties have herein set forth the entirety of their agreement in this Agreement. The performance of this Agreement constitutes the entire consideration for said document and relieves City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement (that is, Multi-Use

## **Agreement for Purchase**

Andrew A. Lewis, et al

**Page 2 of 10**

Trail Pedestrian Improvement Project (Segments 1 to 8, inclusive); hereinafter, the "Project").

### **2. DELIVERY OF DOCUMENTS/ESCROW.**

Grantor shall execute and deliver to the City's designated acquisition agent all documents necessary for the transfer of the Property, including without limitation this Agreement, the Deed(s) and/or the Easement(s). Subject to City's approval, such documents are to be delivered to Escrow Holder (defined below).

This transaction shall be handled through an escrow with Chicago Title Company ("Title Company" or "Escrow Holder"), located at 7330 N. Palm Avenue, Suite 101, Fresno, CA 93711, Phone No. (559) 451-3700; Escrow No.: 45006673-SM ("Escrow"). Close of Escrow is to occur upon, among other things, the recording of the Permanent Multi-Use Trail Easement Deed and the release of the Purchase Price by Title Company or Escrow Holder, as appropriate.

### **3. PURCHASE PRICE AND TITLE.**

The consideration to be paid by the City for the Property is THREE THOUSAND DOLLARS (\$3,000.00) ("Purchase Price"). Payment of the Purchase Price is consideration in full for the real property interests being conveyed in the Permanent Easement Deed.

City shall deliver the Purchase Price before the Close of Escrow after the execution and delivery of all necessary transfer documents by Grantor has occurred. Grantor shall convey good, marketable, indefeasible and insurable title to the Property free and clear of all liens, encumbrances, taxes, assessments, leases recorded and/or unrecorded, and easements or rights of way over the Land, including without limitation the following: Matters listed as exception item numbers 1 through 8 paid current, and 9 through 18, contained in that certain Preliminary Title Report No. 45006673, dated December 19, 2025, prepared by Title Company ("Preliminary Report"). In all other respects, the Property is to be sold in its "as-is," "where is" condition, without any representations or warranties by Grantor regarding the Property's fitness for any particular purpose, use, condition, or compliance with laws and regulations (except as otherwise expressly provided in this Agreement; see, for example, Sections 7 and 8 below).

[ ] Title insurance is not required; or [ X ] Good, marketable, indefeasible and insurable title to the Property is to be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy is to be in the amount of the Purchase Price (or such greater amount as City requests and Title Company agrees), showing title to the Property vested in City. It is a condition precedent to City's obligations under this Agreement that Title Company is able to issue, and at the Close of Escrow issues or is irrevocably committed to issue, the Title Policy to City. Therefore, Grantor shall provide (that is, execute and deliver to Title Company) any Owner's Affidavit or Seller's Statement customarily, usually and/or reasonably required by Title Company in connection with same; and Grantor as well as City will execute and deliver any customary, usual and/or reasonable supplemental escrow instructions required by Escrow Holder; provided, however, that such instructions must not be contrary to the terms of this

## Agreement for Purchase

Andrew A. Lewis, et al

Page 3 of 10

Agreement or increase any party's obligations, liabilities or duties under or pursuant to or as contemplated by this Agreement.

City shall pay all costs Escrow, title insurance, and recording fees incurred in this transaction other than the costs and expenses of any special or other services requested for or on behalf of Grantor; Grantor shall be solely responsible and liable for any such special or other services.

Grantor agrees that if claims are submitted by lienholders, or if there are liens of record as shown on the Preliminary Report, those claims and or liens must be satisfied and deducted from the Purchase Price to be paid to Grantor by the Escrow Holder through the Escrow. Any such claims or liens are to be shown on seller's estimated closing statement provided to Grantor by the Escrow Holder. Since the Property is comprised of a portion of a larger parcel (that is, the Land), partial reconveyances for any deeds of trust must be obtained from the applicable lender or lenders (if necessary, in return for paying down the indebtedness attributable to the Property through the Escrow) and recorded through the Escrow.

Grantor acknowledges that the acquisition of the Property by the City (for the Project) is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. Grantor acknowledges that in lieu of condemnation, the Purchase Price to be paid under and pursuant to this Agreement constitutes full and fair compensation and consideration for any and all claims that Grantor has or may have against the City by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, including, without limitation, any and all claims for attorneys' fees, pre-condemnation damages, severance damages, or any other claims; and, therefore, the parties agree as follows:

FULL AND COMPLETE SETTLEMENT IN LIEU OF CONDEMNATION; WAIVER OF DAMAGES: Grantor and City acknowledge and agree that this Agreement, including without limitation the transaction(s) set forth in or contemplated by this Agreement, is (are) a negotiated settlement in lieu of City exercising its power of eminent domain. Grantor and City further acknowledge and agree that City is acquiring the Property under the threat of the power of eminent domain. Grantor acknowledges and agrees that City's acquisition of the Property for the Project is a valid public use. Grantor hereby acknowledges that the compensation paid to Grantor under, through and/or pursuant to this Agreement constitutes the full and complete settlement of any and all claims against City related to City's acquisition of the Property, including but not limited to full payment of just compensation in eminent domain by reason of City's acquisition of the Property, specifically including, but not limited to, any and all rights or claims that Grantor has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law (California Code of Civil Procedure, Part 3, Title 7, commencing with section 1230.010), or any other law or regulation, except as provided herein. GRANTOR, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, INCLUDING WITHOUT LIMITATION ITS SUCCESSORS-IN-INTEREST, FURTHER KNOWINGLY AND VOLUNTARILY WAIVES AND EXPRESSLY RELEASES AND DISCHARGES CITY AND ANY AND ALL OF CITY'S EMPLOYEES, AGENTS, OFFICERS, SERVANTS, REPRESENTATIVES, CONTRACTORS, SUB-

**Agreement for Purchase**

Andrew A. Lewis, et al

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**Owner's Initials:** AL \_\_\_\_\_

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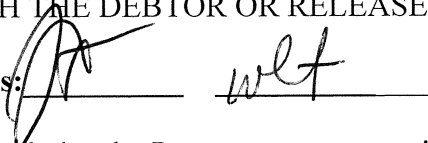
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Owner's Initials: AL je

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Owner's Initials:     RK     \_\_\_\_\_

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**Owner's Initials:** JWS \_\_\_\_\_

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**Owner's Initials:** MM      JAL

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Owner's Initials: EBL \_\_\_\_\_



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### **4. IMPROVEMENTS PURCHASED AND COST TO CURE.**

Payment in Clause 3 includes, but is not limited to, payment in full for all the land, real property interests, improvements, damages, severance, benefits, loss, replacement and moving of any improvements, that are considered to be part of the realty and are being acquired by the City in this transaction as conveyed by the Deed. The price did not include the purchase of any improvements.

Also, included in the amount payable under Clause 3 is payment in full to compensate Grantor for the expense of performing the following work: The price did not include the purchase of any improvements.

### **5. PROPERTY TAXES AND ASSESSMENTS.**

Seller shall timely pay all real property taxes and assessments allocable to the Master Parcel accruing prior to Close of Escrow. Because Buyer is a public agency to whom real property taxes do not apply, no proration of real property taxes will be made through Escrow. Seller will have the right to file for and receive a refund of general and special real property taxes and assessments previously paid by or on behalf of Seller with regard to the Property, which become refundable due to Buyer's status as a public agency. Buyer will cooperate reasonably with Seller's efforts to obtain any such refund.

### **6. PERMISSION TO ENTER.**

Upon execution and delivery of this Agreement by Grantor, Grantor hereby grants to City, its agents and contractors, permission to enter upon the Land, including without limitation the Property, prior to the Close of Escrow. Entry is to be for the purposes of topographic field surveys, environmental investigation and geotechnical investigation purposes only, and subject to all applicable terms and conditions contained in this Agreement and the associated Permanent Easement Deed.

### **7. POSSESSION.**

Grantor agrees that after the City's acceptance of this Agreement, including without limitation the applicable Deed(s) and/or Easement(s) and, upon or after the establishment and opening of Escrow occurs, the date payment (that is, the Purchase Price) is deposited by City into Escrow constitutes the date of possession as well as upon and after which the City may irrevocably enter upon and take as well as continue possession of the Property, notwithstanding the failure of the Close of Escrow to occur, including in the event of termination of this Agreement.

### **8. LEASE INDEMNIFICATION.**

Grantor represents and warrants to and for the benefit of City, its successors and assigns, including without limitation its successors-in-interest, that there are no oral or written leases on all or any portion of the Property exceeding a period of one month. And, if there are any leases not exceeding one month, Grantor shall terminate any such leases prior to

## **Agreement for Purchase**

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the Close of Escrow. If there is (are) (i) any lease(s) exceeding one month, or (ii) any lease(s) not exceeding one month that are not terminated prior to the Close of Escrow, then Grantor shall hold harmless and reimburse City for any and all claims, demands, losses, liabilities, damages, costs and expenses, including without limitation attorneys' fees and costs, arising out of, resulting from, related to or otherwise occasioned by reason of any such lease(s) of the Property by a tenant (or tenants).

### **9. HAZARDOUS WASTE MATERIAL.**

Grantor hereby represents and warrants to and for the benefit of City, its successors and assigns, including without limitation its successors-in-interest, that during the period of Grantor's ownership of the Land, including without limitation the Property, there have been no disposals or releases of hazardous substances on, from, or under the Land or the Property. Grantor further represents and warrants to and for the benefit of City, its successors and assigns, including without limitation its successors-in-interest, that Grantor has no knowledge of any disposal or release of hazardous substances, on, from, or under the Land or the Property which may have occurred prior to Grantor taking title to the Property.

Grantor acknowledges and agrees that the Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, City reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, or who may be otherwise deemed responsible parties.

### **10. ENTIRE AGREEMENT.**

This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property, including but not limited to the transfer of permanent and temporary real property interests described herein above. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are void and of no force and effect. Any amendment to this Agreement is of no force and effect unless it is in writing and signed by the City and Grantor(s).

### **11. GRANTOR LIABILITY; REAL ESTATE REPORTING PERSON; IDENTIFICATION OF GRANTOR; SURVIVAL; AND COUNTERPARTS.**

If Grantor is comprised of more than one person or entity, each of such persons and/or entities is jointly and severally responsible and liable for the obligations, liabilities and duties of Grantor under or pursuant to this Agreement.

Escrow Holder is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4, and the closing statements or any other any settlement statement prepared by Escrow Holder or Title Company is to so provide. Upon the Close of Escrow, Escrow Holder is to file a Form 1099 information return and send the statement to Grantor as required under the aforementioned statute and regulation.

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For purposes of identifying the Grantor as the owner of the Property for issuing IRS Form 1099, Grantor shall provide Escrow Holder and City with Grantor's Tax Identification Number and an affidavit in the form required by Treasury Regulations Section 1.1445-2(b)(2) and signed under penalties of perjury, stating that Grantor (or, in the case of a Grantor that is a disregarded entity, its owner for federal income tax purposes) is not a foreign person (within the meaning of Section 1445 of the Code). Additionally, Grantor shall satisfy any similar state requirements, including without limitation permitting the withholding of funds (by City or Escrow Holder as required by law).

In general, any term, provision, covenant, agreement, representation or warranty of a party that has not been fully performed as of the Close of Escrow shall survive the Close of Escrow; and, in particular, the terms, provisions, covenants, agreements, representations and/or warranties in Sections 7, 8 and 9 shall continue after and survive the Close of Escrow.

The parties may execute and deliver this Agreement in counterparts, each of which so executed, irrespective of the date of its execution and delivery, is and is deemed an original, and all such counterparts together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on \_\_\_\_\_ as follows:

CITY OF COALINGA,  
a municipal corporation

By: \_\_\_\_\_  
Sean Brewer  
City Manager

GRANTOR  
Andrew Alan Lewis, Trustee of the Andrew  
Alan Lewis Revocable Trust Agreement  
dated January 5, 1984

By: \_\_\_\_\_  
*Andrew Alan Lewis*  
Andrew Alan Lewis, as Trustee

Joel Nelson, Trustee of the Joel Nelson  
2003 Revocable Trust dated August 8, 2003

By: \_\_\_\_\_  
Joel Nelson, Trustee

APPROVED AS TO CONTENT:

Jacob Tanz and Wendy L. Tanz, Trustees  
for the Tanz Family 1996 Trust

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Jacob Tanz, Trustee

By: \_\_\_\_\_  
Wendy L. Tanz, Trustee

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a municipal corporation

GRANTOR  
Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984

By: \_\_\_\_\_  
Sean Brewer  
City Manager

By: \_\_\_\_\_  
Andrew Alan Lewis, as Trustee

Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003

By:  \_\_\_\_\_  
Joel Nelson, Trustee, AKA  
Joel David Nelson, Trustee

APPROVED AS TO CONTENT:

Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Jacob Tanz, Trustee

By: \_\_\_\_\_  
Wendy L. Tanz, Trustee

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**Page 7 of 10**

For purposes of identifying the Grantor as the owner of the Property for issuing IRS Form 1099, Grantor shall provide Escrow Holder and City with Grantor's Tax Identification Number and an affidavit in the form required by Treasury Regulations Section 1.1445-2(b)(2) and signed under penalties of perjury, stating that Grantor (or, in the case of a Grantor that is a disregarded entity, its owner for federal income tax purposes) is not a foreign person (within the meaning of Section 1445 of the Code). Additionally, Grantor shall satisfy any similar state requirements, including without limitation permitting the withholding of funds (by City or Escrow Holder as required by law).

In general, any term, provision, covenant, agreement, representation or warranty of a party that has not been fully performed as of the Close of Escrow shall survive the Close of Escrow; and, in particular, the terms, provisions, covenants, agreements, representations and/or warranties in Sections 7, 8 and 9 shall continue after and survive the Close of Escrow.

The parties may execute and deliver this Agreement in counterparts, each of which so executed, irrespective of the date of its execution and delivery, is and is deemed an original, and all such counterparts together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on \_\_\_\_\_ as follows:

CITY OF COALINGA,  
a municipal corporation

By: \_\_\_\_\_  
Sean Brewer  
City Manager

GRANTOR  
Andrew Alan Lewis, Trustee of the Andrew  
Alan Lewis Revocable Trust Agreement  
dated January 5, 1984

By: \_\_\_\_\_  
Andrew Alan Lewis, as Trustee

Joel Nelson, Trustee of the Joel Nelson  
2003 Revocable Trust dated August 8, 2003

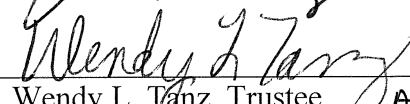
By: \_\_\_\_\_  
Joel Nelson, Trustee

APPROVED AS TO CONTENT:

Jacob Tanz and Wendy L. Tanz, Trustees  
for the Tanz Family 1996 Trust

\_\_\_\_\_  
Name:  
Title:

By:   
\_\_\_\_\_  
Jacob Tanz, Trustee

By:   
\_\_\_\_\_  
Wendy L. Tanz, Trustee, AKA  
Wendy Lewis Tanz, Trustee

**Agreement for Purchase**

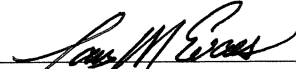
Andrew A. Lewis, et al


**Page 8 of 10**

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

James M. Evans & Joy E. Evans, Trustees  
for the James M. Evans & Joy E. Evans  
Trust Dated November 16, 1993

By:   
James M. Evans, Trustee

By:   
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar  
Trust UTD December 29, 1998

By: \_\_\_\_\_  
Roy Kumar, Trustee

Julia W. Simmons, Surviving Trustee of the  
Simmons Living Trust dated June 30, 1988

By: \_\_\_\_\_  
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of  
the Morris Living Trust dated March 6, 1984

By: \_\_\_\_\_  
Mark Morris, Trustee

By: \_\_\_\_\_  
Jo Ann Morris, Trustee

Andrew A. Lewis, as his sole and separate  
property

By: \_\_\_\_\_  
Andrew A. Lewis

PENSCO Trust Co, Custodian FBO  
Elizabeth Lewis IRA

By: \_\_\_\_\_  
Elizabeth Lewis, Trustee

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

James M. Evans & Joy E. Evans, Trustees  
for the James M. Evans & Joy E. Evans  
Trust Dated November 16, 1993

By: \_\_\_\_\_  
James M. Evans, Trustee

By: \_\_\_\_\_  
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar  
Trust UTD December 29, 1998

By: Roy Kumar  
Roy Kumar, Trustee

Julia W. Simmons, Surviving Trustee of the  
Simmons Living Trust dated June 30, 1988

By: \_\_\_\_\_  
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of  
the Morris Living Trust dated March 6, 1984

By: \_\_\_\_\_  
Mark Morris, Trustee

By: \_\_\_\_\_  
Jo Ann Morris, Trustee

Andrew A. Lewis, as his sole and separate  
property

By: \_\_\_\_\_  
Andrew A. Lewis

PENSCO Trust Co, Custodian FBO  
Elizabeth Lewis IRA

By: \_\_\_\_\_  
Elizabeth Lewis, Trustee

**Agreement for Purchase**

Andrew A. Lewis, et al

**Page 8 of 10**

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

James M. Evans & Joy E. Evans, Trustees  
for the James M. Evans & Joy E. Evans  
Trust Dated November 16, 1993

By: \_\_\_\_\_  
James M. Evans, Trustee

By: \_\_\_\_\_  
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar  
Trust UTD December 29, 1998

By: \_\_\_\_\_  
Roy Kumar, Trustee

Julia W. Simmons, Surviving Trustee of the  
Simmons Living Trust dated June 30, 1988

By: Julia W. Simmons  
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of  
the Morris Living Trust dated March 6, 1984

By: \_\_\_\_\_  
Mark Morris, Trustee

By: \_\_\_\_\_  
Jo Ann Morris, Trustee

Andrew A. Lewis, as his sole and separate  
property

By: \_\_\_\_\_  
Andrew A. Lewis

PENSCO Trust Co, Custodian FBO  
Elizabeth Lewis IRA

By: \_\_\_\_\_  
Elizabeth Lewis, Trustee

**Agreement for Purchase**

Andrew A. Lewis, et al

**Page 8 of 10**

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

James M. Evans & Joy E. Evans, Trustees  
for the James M. Evans & Joy E. Evans  
Trust Dated November 16, 1993

By: \_\_\_\_\_  
James M. Evans, Trustee

By: \_\_\_\_\_  
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar  
Trust UTD December 29, 1998

By: \_\_\_\_\_  
Roy Kumar, Trustee

Julia W. Simmons, Surviving Trustee of the  
Simmons Living Trust dated June 30, 1988

By: \_\_\_\_\_  
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of  
the Morris Living Trust dated March 6, 1984

By: Mark Morris  
Mark Morris, Trustee

By: Jo Ann Morris  
Jo Ann Morris, Trustee, AKA  
Jo Anne Morris, Trustee

Andrew A. Lewis, as his sole and separate  
property

By: \_\_\_\_\_  
Andrew A. Lewis

PENSCO Trust Co, Custodian FBO  
Elizabeth Lewis IRA

By: \_\_\_\_\_  
Elizabeth Lewis, Trustee

**Agreement for Purchase**

Andrew A. Lewis, et al

**Page 8 of 10**

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

James M. Evans & Joy E. Evans, Trustees  
for the James M. Evans & Joy E. Evans  
Trust Dated November 16, 1993

By: \_\_\_\_\_  
James M. Evans, Trustee

By: \_\_\_\_\_  
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar  
Trust UTD December 29, 1998

By: \_\_\_\_\_  
Roy Kumar, Trustee

Julia W. Simmons, Surviving Trustee of the  
Simmons Living Trust dated June 30, 1988


By: \_\_\_\_\_  
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of  
the Morris Living Trust dated March 6, 1984

By: \_\_\_\_\_  
Mark Morris, Trustee

By: \_\_\_\_\_  
Jo Ann Morris, Trustee

Andrew A. Lewis, as his sole and separate  
property

By:   
\_\_\_\_\_  
Andrew A. Lewis, AKA  
Andrew Alan Lewis

PENSCO Trust Co, Custodian FBO  
Elizabeth Lewis IRA

By: \_\_\_\_\_  
Elizabeth Lewis, Trustee

**Agreement for Purchase**

Andrew A. Lewis, et al

**Page 8 of 10**

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

James M. Evans & Joy E. Evans, Trustees  
for the James M. Evans & Joy E. Evans  
Trust Dated November 16, 1993

By: \_\_\_\_\_  
James M. Evans, Trustee

By: \_\_\_\_\_  
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar  
Trust UTD December 29, 1998

By: \_\_\_\_\_  
Roy Kumar, Trustee

Julia W. Simmons, Surviving Trustee of the  
Simmons Living Trust dated June 30, 1988

By: \_\_\_\_\_  
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of  
the Morris Living Trust dated March 6, 1984

By: \_\_\_\_\_  
Mark Morris, Trustee

By: \_\_\_\_\_  
Jo Ann Morris, Trustee

Andrew A. Lewis, as his sole and separate  
property

By: \_\_\_\_\_  
Andrew A. Lewis

PENSCO Trust Co, Custodian FBO  
Elizabeth Lewis IRA

By: Elizabeth Lewis  
Elizabeth Lewis, Trustee

**Agreement for Purchase**

Andrew A. Lewis, et al

Page 9 of 10


**EXHIBIT "A"**  
**Multi-Use Trail Easement Monterey to Walnut**  
**Segment No.8 – APN: 071-020-23S**

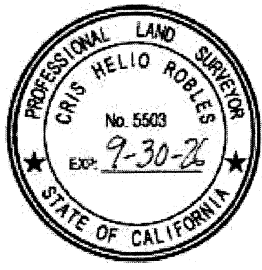
That portion of land situated in the Northwest Quarter of Section 33, Township 20 South, Range 15 East, Mount Diablo Base and Meridian, in the City of Coalinga, County of Fresno, State of California, according to the Official Plat thereof, and being more particularly described as follows:

Commencing at the point of intersection with the Northerly right-of-way line of Walnut Avenue and the Northwesterly right-of-way line of the Southern Pacific Railroad as shown on a Record of Survey, recorded in Book 34 of Record of Surveys at Page 19, Fresno County Records; said right-of-way having been abandoned by Act of Congress on November 6, 1986, and shown on Tract No. 4118, recorded in Book 49 at Page 83, Fresno County Records, said point being on a curve concave Southeasterly having a radius of 3919.82 feet and to which a radial line bears North 38°20'52" West; thence along said Northwesterly right-of-way line Northeasterly 454.08 feet along said curve through a central angle of 6°38'14" to the **True Point of Beginning** and also being the beginning of a curve concave Southeasterly having a radius of 3919.82 feet and to which a radial line bears North 31°42'38" West; thence continuing along said Northwesterly right-of-way line Northeasterly 23.17 feet along said curve through a central angle of 0°20'19" to the beginning of a non-tangent curve concave Southwesterly having a radius of 670.91 feet and to which a radial line bears North 11°30'48" East; thence leaving said Northwesterly line Southeasterly 116.03 feet along said curve through a central angle of 9°54'31" to the beginning of a compound curve concave Southwesterly having a radius of 223.13 feet and to which a radial line bears North 22°22'57" East; thence Southeasterly 107.14 feet along said curve through a central angle of 27°30'44"; thence along a non-tangent line South 48°21'44" West, a distance of 16.01 feet to the beginning of a curve concave Southwesterly having a radius of 207.13 feet and to which a radial line bears North 50°00'47" East; thence Northwesterly 99.75 feet along said curve through a central angle of 27°35'38" to the beginning of a compound curve concave Southwesterly having a radius of 654.91 feet and to which a radial line bears North 21°24'37" East; thence Northwesterly 113.12 feet along said curve through a central angle of 9°53'46" to the beginning of a reverse curve concave Northeasterly having a radius of 747.24 feet and to which a radial line bears South 11°28'59" West; thence Northwesterly 16.94 feet along said curve through a central angle of 1°17'56" to the **True Point of Beginning**.

Said Trail Easement contains 3,624 square feet, more or less.

A portion of APN: 071-020-23S

Prepared by:  4-15-2025  
Cris H. Robles, PLS 5503 Date



**Agreement for Purchase**

Andrew A. Lewis, et al

Page 10 of 10

**EXHIBIT "B"**

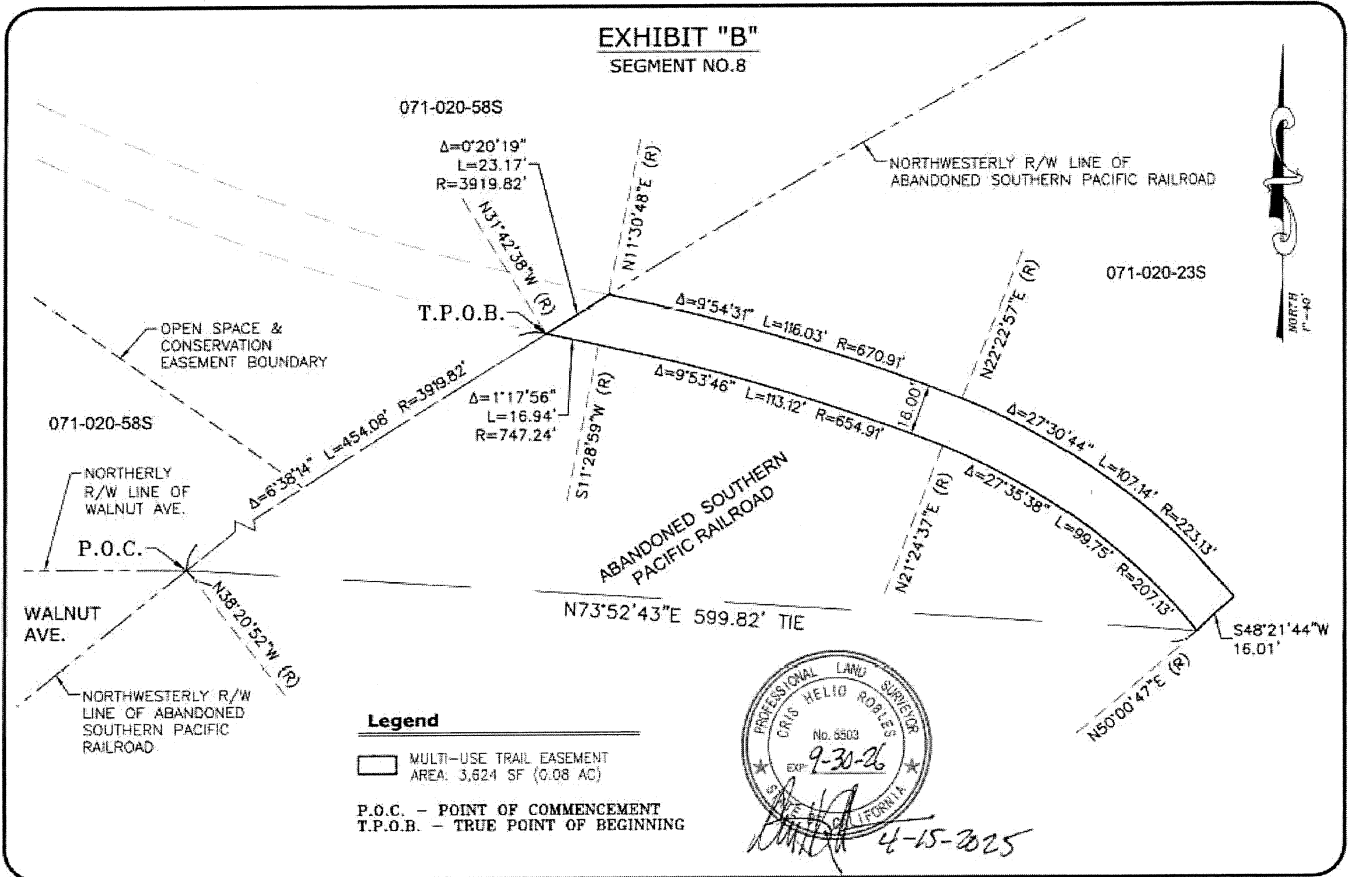


EXHIBIT FOR:  
**COALINGA MULTI-USE TRAIL**  
SEGMENT NO.8  
APN:071-020-235  
COALINGA, CALIFORNIA

**TRI CITY** engineering  
**Tri City Engineering, Inc.**  
Engineers Surveyors  
4630 W. Jennifer Ave. #101  
Fresno, CA 93722-6415  
PH: 558-447-9075  
FAX: 558-447-9074  
www.TriCityEngineering.com

DATE	APPRVD.	REVISION
Δ	_____	_____
Δ	_____	_____
Δ	_____	_____
Δ	_____	_____

Scale: 1" = 40'  
Date: 04/08/2025  
Drawn: Z.M.  
Checked: D.J.  
JN#: 2689

Recording requested by:  
Chicago Title Co.  
Escrow No.: 45006673-SM

When recorded, mail to:  
City of Coalinga  
Public Works Department  
155 W. Durian Avenue  
Coalinga, CA 93210

APN: 071-020-23S

The Undersigned Declares:  
No fee pursuant to Government Code § 6103  
No Documentary Transfer Tax per R&T Code § 11922  
No Recording Fee per Government Code § 27383

## MULTI-USE TRAIL EASEMENT – SEGMENT 8-23S

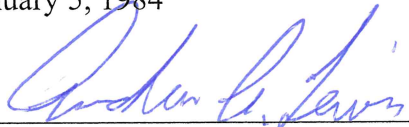
For a valuable consideration, receipt of which is hereby acknowledged,

Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984; Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003; Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust; James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993; Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998; Julia W. Simmons, Surviving Trustee of the Simmons Living Trust dated June 30, 1988; Mark Morris and Jo Ann Morris, Trustees of the Morris Living Trust dated March 6, 1984; Andrew A. Lewis, as his sole and separate property, and PENSICO Trust Co, Custodian FBO Elizabeth Lewis IRA (hereinafter referred to as “Grantors”), do hereby grant to the CITY OF COALINGA, a municipal corporation (“Grantee”), a permanent easement for multi-use trail and public access for recreational activities including but not limited to nature observation, scenic vista enjoyment, bicycling, walking, strolling, and jogging along with maintenance purposes upon, over, under and across the real property situated in the City of Coalinga, in the County of Fresno, State of California, and described and depicted in Exhibits “A” and “B”, attached hereto and made a part hereof.

Dated: 3/16/26

“Grantors”

Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984

By:   
Andrew Alan Lewis, Trustee

Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003

By: \_\_\_\_\_  
Joel Nelson, Trustee

Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust

By: \_\_\_\_\_  
Jacob Tanz, Trustee

By: \_\_\_\_\_  
Wendy L. Tanz, Trustee

James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993

By: \_\_\_\_\_  
James M. Evans, Trustee

By: \_\_\_\_\_  
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998

By: \_\_\_\_\_  
Roy Kumar, Trustee

**ACKNOWLEDGMENT**

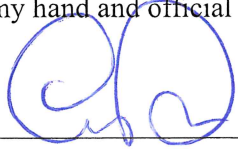
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

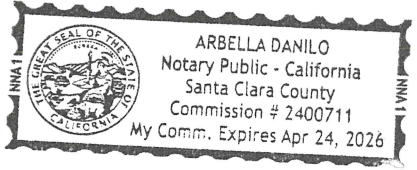
State of California  
County of Santa Clara

On 16 March, 2026 before me, Arbella Danilo, Notary Public,  
personally appeared Andrew Alan Lewis

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature 



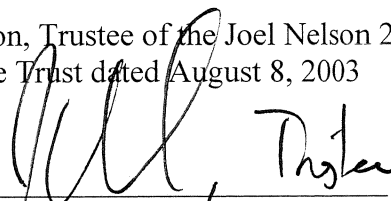
(Seal)

“Grantors”

Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984

By: \_\_\_\_\_  
Andrew Alan Lewis, Trustee

Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003

By:  \_\_\_\_\_  
Joel Nelson, Trustee, AKA  
Joel / David Nelson, Trustee

Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust

By: \_\_\_\_\_  
Jacob Tanz, Trustee

By: \_\_\_\_\_  
Wendy L. Tanz, Trustee

James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993

By: \_\_\_\_\_  
James M. Evans, Trustee

By: \_\_\_\_\_  
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998

By: \_\_\_\_\_  
Roy Kumar, Trustee

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

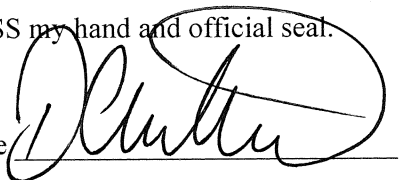
State of California  
County of Santa Clara

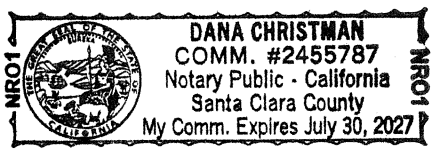
On March 9, 2020 before me, Dana Christman, Notary Public,

personally appeared Joel David Nelson

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature 



(Seal)

“Grantors”

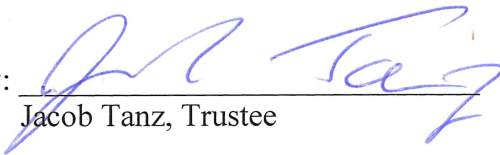
Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984

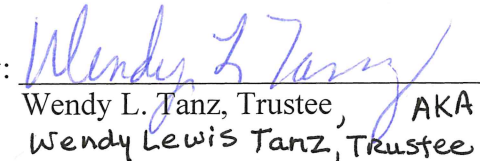
By: \_\_\_\_\_  
Andrew Alan Lewis, Trustee

Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003

By: \_\_\_\_\_  
Joel Nelson, Trustee

Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust

By:   
Jacob Tanz, Trustee

x By:   
Wendy L. Tanz, Trustee, AKA  
Wendy Lewis Tanz, Trustee

James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993

By: \_\_\_\_\_  
James M. Evans, Trustee

By: \_\_\_\_\_  
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998

By: \_\_\_\_\_  
Roy Kumar, Trustee

**ACKNOWLEDGMENT**

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State of California

County of Santa Clara

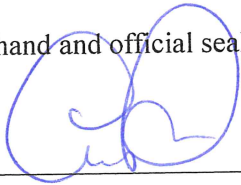
On 24 February 2026 before me, Arbella Danilo, Notary Public,

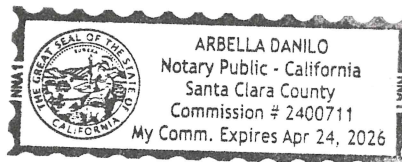
personally appeared Jacob Tang and Wendy Lewis Tang

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

“Grantors”

Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984

By: \_\_\_\_\_  
Andrew Alan Lewis, Trustee

Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003

By: \_\_\_\_\_  
Joel Nelson, Trustee

Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust

By: \_\_\_\_\_  
Jacob Tanz, Trustee

By: \_\_\_\_\_  
Wendy L. Tanz, Trustee

James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993

By:  \_\_\_\_\_  
James M. Evans, Trustee

By:  \_\_\_\_\_  
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998

By: \_\_\_\_\_  
Roy Kumar, Trustee

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

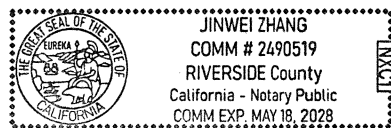
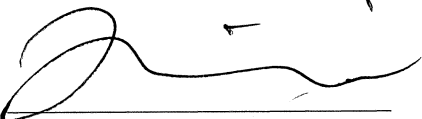
On 03/04/2026 before me, Jinwei Zhang, Notary Public,  
personally appeared James M. Evans and Joy E. Evans

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

“Grantors”

Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984

By: \_\_\_\_\_  
Andrew Alan Lewis, Trustee

Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003

By: \_\_\_\_\_  
Joel Nelson, Trustee

Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust

By: \_\_\_\_\_  
Jacob Tanz, Trustee

By: \_\_\_\_\_  
Wendy L. Tanz, Trustee

James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993

By: \_\_\_\_\_  
James M. Evans, Trustee

By: \_\_\_\_\_  
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998

By: Roy Kumar  
Roy Kumar, Trustee

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa

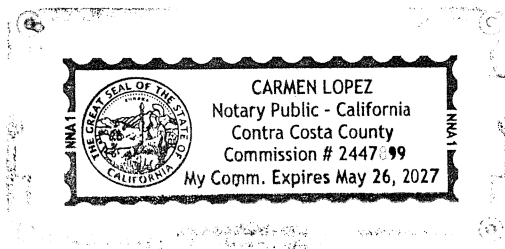
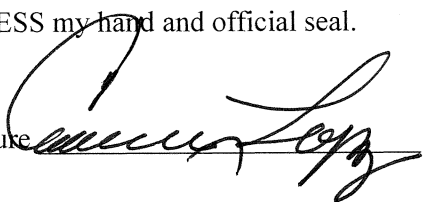
On March 18, 2026 before me, Carmen Lopez, Notary Public,  
personally appeared Roy Kumar

Roy Kumar, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

Julia W. Simmons, Surviving Trustee of the  
Simmons Living Trust dated June 30, 1988

By: Julia W Simmons  
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of  
the Morris Living Trust dated March 6, 1984

By: \_\_\_\_\_  
Mark Morris, Trustee

By: \_\_\_\_\_  
Jo Ann Morris, Trustee

Andrew A. Lewis, as his sole and separate  
property

By: \_\_\_\_\_  
Andrew A. Lewis

PENSCO Trust Co, Custodian FBO  
Elizabeth Lewis IRA

By: \_\_\_\_\_  
Elizabeth Lewis, Trustee

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara


On February 23, 2026 before me, Paul Elliott,, Notary Public,

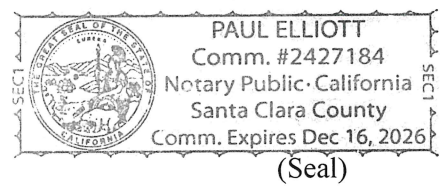
personally appeared Julia W. Simmons

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Julia W. Simmons, Surviving Trustee of the  
Simmons Living Trust dated June 30, 1988

By: \_\_\_\_\_  
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of  
the Morris Living Trust dated March 6, 1984

By: Mark Morris  
Mark Morris, Trustee

By: Jo Ann Morris  
Jo Ann Morris, Trustee, AKA  
Jo Anne Morris, Trustee

Andrew A. Lewis, as his sole and separate  
property

By: \_\_\_\_\_  
Andrew A. Lewis

PENSCO Trust Co, Custodian FBO  
Elizabeth Lewis IRA

By: \_\_\_\_\_  
Elizabeth Lewis, Trustee

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara

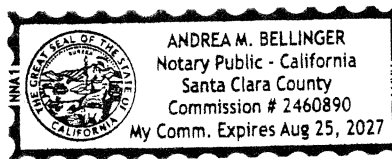
On 3/11/2026 before me, Andrea M. Bellinger, Notary Public,  
personally appeared Jo Anne Morris and Mark Morris

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrea Bellinger



(Seal)

Julia W. Simmons, Surviving Trustee of the  
Simmons Living Trust dated June 30, 1988

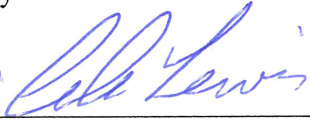
By: \_\_\_\_\_  
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of  
the Morris Living Trust dated March 6, 1984

By: \_\_\_\_\_  
Mark Morris, Trustee

By: \_\_\_\_\_  
Jo Ann Morris, Trustee

Andrew A. Lewis, as his sole and separate  
property

By:  \_\_\_\_\_  
Andrew A. Lewis, AKA  
Andrew Alan Lewis

PENSCO Trust Co, Custodian FBO  
Elizabeth Lewis IRA

By: \_\_\_\_\_  
Elizabeth Lewis, Trustee

**ACKNOWLEDGMENT**

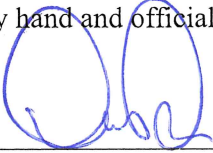
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

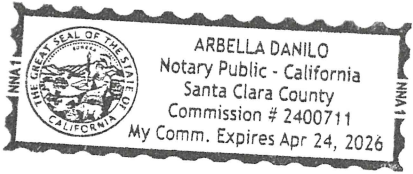
State of California  
County of Santa Clara

On 16 March, 2026 before me, Arbella Danilo, Notary Public,  
personally appeared Andrew Alan Lewis

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature 



(Seal)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN MATEO

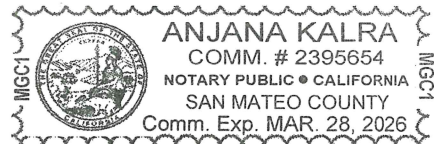
On MARCH 7<sup>th</sup>, 2026 before me, ANJANA KALRA, Notary Public,  
personally appeared ELIZABETH LEWIS

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Anjana Kalra



(Seal)

**CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION**

This is to certify that the interest in real property conveyed by the attached deed or grant from Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984; Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003; Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust; James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993; Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998; Julia W. Simmons, Surviving Trustee of the Simmons Living Trust dated June 30, 1988; Mark Morris and Jo Ann Morris, Trustees of the Morris Living Trust dated March 6, 1984; Andrew A. Lewis, as his sole and separate property, and PENSICO Trust Co, Custodian FBO Elizabeth Lewis IRA, to the City of Coalinga, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City of Coalinga, pursuant to authority conferred by City Council Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.



City of Coalinga

By: \_\_\_\_\_  
Sean Brewer, City Manager

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**Multi-Use Trail Easement Monterey to Walnut**  
**Segment No.8 – APN: 071-020-23S**


That portion of land situated in the Northwest Quarter of Section 33, 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, and being more particularly described as follows:

Commencing at the point of intersection with the Northerly right-of-way line of Walnut Avenue and the Northwesterly right-of-way line of the Southern Pacific Railroad as shown on a Record of Survey, recorded in Book 34 of Record of Surveys at Page 19, Fresno County Records; said right-of-way having been abandoned by Act of Congress on November 6, 1986, and shown on Tract No. 4118, recorded in Book 49 at Page 83, Fresno County Records, said point being on a curve concave Southeasterly having a radius of 3919.82 feet and to which a radial line bears North 38°20'52" West; thence along said Northwesterly right-of-way line Northeasterly 454.08 feet along said curve through a central angle of 6°38'14" to the **True Point of Beginning** and also being the beginning of a curve concave Southeasterly having a radius of 3919.82 feet and to which a radial line bears North 31°42'38" West; thence continuing along said Northwesterly right-of-way line Northeasterly 23.17 feet along said curve through a central angle of 0°20'19" to the beginning of a non-tangent curve concave Southwesterly having a radius of 670.91 feet and to which a radial line bears North 11°30'48" East; thence leaving said Northwesterly line Southeasterly 116.03 feet along said curve through a central angle of 9°54'31" to the beginning of a compound curve concave Southwesterly having a radius of 223.13 feet and to which a radial line bears North 22°22'57" East; thence Southeasterly 107.14 feet along said curve through a central angle of 27°30'44"; thence along a non-tangent line South 48°21'44" West, a distance of 16.01 feet to the beginning of a curve concave Southwesterly having a radius of 207.13 feet and to which a radial line bears North 50°00'47" East; thence Northwesterly 99.75 feet along said curve through a central angle of 27°35'38" to the beginning of a compound curve concave Southwesterly having a radius of 654.91 feet and to which a radial line bears North 21°24'37" East; thence Northwesterly 113.12 feet along said curve through a central angle of 9°53'46" to the beginning of a reverse curve concave Northeasterly having a radius of 747.24 feet and to which a radial line bears South 11°28'59" West; thence Northwesterly 16.94 feet along said curve through a central angle of 1°17'56" to the **True Point of Beginning**.

Said Trail Easement contains 3,624 square feet, more or less.

A portion of APN: 071-020-23S

Prepared by:

  
Cris H. Robles, PLS 5503

4-15-2025  
Date



# EXHIBIT "B"

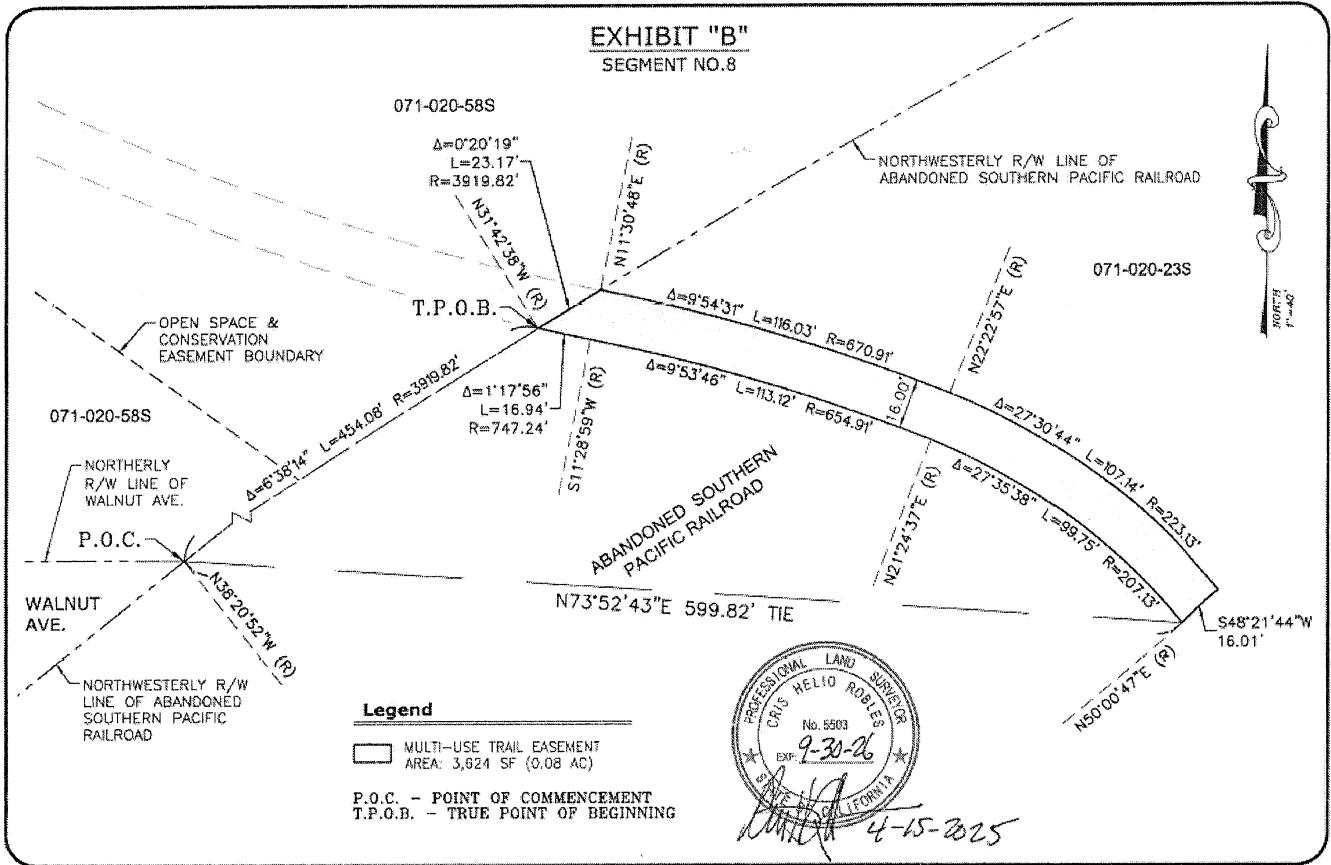


EXHIBIT FOR:  
**COALINGA MULTI-USE TRAIL**  
**SEGMENT NO.8**  
 COALINGA, CALIFORNIA  
 APN:071-020-23S

**TRI CITY** ENGINEERING  
**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

DATE	APPRVD.	REVISION

Scale: 1" = 40'  
 Date: 04/08/2025  
 Drawn: Z.M.  
 Chkd: D.J.  
 JN#: 2589

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement Deed or Grant Deed dated **March 16, 2026** from Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984; Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003; Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust; James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993; Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998; Julia W. Simmons, Surviving Trustee of the Simmons Living Trust dated June 30, 1988; Mark Morris and Jo Ann Morris, Trustees of the Morris Living Trust dated March 6, 1984; Andrew A. Lewis, as his sole and separate property, and PENS CO Trust Co, Custodian FBO Elizabeth Lewis IRA Andrew Alan Lewis Trustee to THE CITY OF COALINGA, a political corporation and/or governmental agency is hereby accepted pursuant to authority conferred by **Resolution No. 4324** of the CITY OF COALINGA, CITY COUNCIL, adopted on May 21, 2026, and the grantee consents to recordation thereof by its duly authorized officer.

APN: 071-020-23s

Date: May 21, 2026

APPROVED:

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Sean Brewer, City Manager  
City of Coalinga

ATTEST:

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Shannon Jensen, City Clerk  
City of Coalinga

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

**Subject:** Consider the Collection Agency Services Proposal with Cedars Business Services, LLC (CBS)  
**Meeting Date:** Thursday, May 21, 2026  
**From:** Sean Brewer, City Manager  
**Prepared by:** Mai Vang, Financial Services Director

---

**I. RECOMMENDATION:**

The Financial Services Director recommends that Coalinga City Council award the bid to Cedars Business Services, LLC (“CBS”) for Collection Agency Services for unpaid and delinquent accounts receivable.

**II. BACKGROUND:**

The City of Coalinga issued a Request for Proposals (“RFP”) for Collection Agency Services on March 31, 2026 seeking a qualified and experienced full-service collection agency to provide collection services for unpaid and delinquent accounts receivable, including utility services, returned checks, service fees, damage to City property invoices, and miscellaneous receivables.

The City has not had an active collection agency since October 2024 following the bankruptcy of the City’s previous collection provider. The City currently has roughly 2,452 closed accounts eligible for collections totaling approximately \$883,600.

The RFP anticipated award of a single contract for an initial three-year term with two optional two-year extensions.

The RFP required proposers to demonstrate:

- Experience with public-sector and utility collections
- Regulatory compliance with FDCPA, CFPB Regulation F, TCPA, FCRA, and California laws
- Secure technology and reporting capabilities
- Consumer self-service tools
- Data security protections including PCI DSS and SOC 2 Type II or equivalent controls
- Monthly and annual reporting
- Skip tracing and credit bureau reporting capabilities

Addenda were issued clarifying operational expectations, including:

- Initial placement of all backlog accounts at contract commencement
- Ongoing monthly or quarterly placements thereafter
- Permission for email and SMS communications
- Requirement for City approval of settlements and legal action
- Tyler ERP and InvoiceCloud operating environment
- Estimated monthly forward-flow placement amounts
- Anticipated establishment of KPI benchmarks with the selected agency

### **III. DISCUSSION:**

The City received two proposals in response to the RFP:

1. Cedars Business Services, LLC (“CBS”)
2. Key 2 Collect, Inc.

Staff evaluated both proposals using the criteria established in the RFP, including qualifications, related public-sector experience, technology, completeness of response, pricing, references, and past performance.

Following review and evaluation, staff determined that CBS submitted the most qualified and responsive proposal and provides the best overall value to the City.

## **CBS Strengths**

CBS demonstrated significant experience providing municipal and public-sector collection services throughout California, including work for:

- CalPERS
- CalTrans
- CalRecycle
- Contra Costa County
- Riverside Public Utilities
- Other California public agencies

CBS demonstrated substantial expertise with utility receivable collections and public-agency compliance requirements.

The proposal also demonstrated:

- Strong regulatory compliance infrastructure
- Advanced consumer and City online portals
- Secure API/SFTP integration capabilities
- Real-time reporting dashboards
- Audit-ready reporting tools
- Payment processing and consumer self-service functionality
- Structured implementation and onboarding processes
- Robust cybersecurity and data-protection controls
- PCI DSS compliance and SOC2-aligned security controls

CBS also demonstrated extensive experience with:

- FDCPA compliance
- CFPB Regulation F compliance
- TCPA compliance
- California Rosenthal Act compliance
- CCPA/CPRA privacy compliance
- Credit bureau reporting
- Skip tracing and account recovery processes

Staff determined CBS presents lower operational and compliance risk due to its demonstrated municipal experience, mature compliance program, and stronger technology platform.

Staff contacted the references provided by both agencies; however, responses were only received from references for CBS. Representatives from CalTrans and Contra Costa County both provided positive

feedback regarding CBS's performance and services. CalTrans indicated that CBS achieved strong recovery results, worked directly with the DMV, and that their contract had been extended into a second term due to satisfactory performance. Contra Costa County stated that communication and responsiveness were top priorities for CBS, noted they have worked with the agency for approximately five years, and indicated their intent to extend the contract again upon expiration.

## **Cost Proposal**

CBS proposed a contingency-based fee structure under which the City incurs no upfront costs. Fees are collected only from successfully recovered accounts.

The proposed fee structure includes:

- 22% contingency fee for backlog accounts
- 25% contingency fee for ongoing placements
- 34% contingency fee for legal recoveries

Although CBS was not the lowest-cost proposer, staff determined the additional compliance safeguards, municipal experience, technology infrastructure, and reporting capabilities provide greater long-term value and reduced operational risk to the City.

## **Comparative Evaluation**

Key 2 Collect submitted a responsive and competitive proposal with lower pricing; however, staff identified several comparative advantages favoring CBS, including:

- Greater California municipal experience
- More extensive public-sector client portfolio
- More mature compliance governance
- Stronger technology and reporting infrastructure
- More robust implementation capabilities
- Enhanced audit and cybersecurity controls

Based on the overall evaluation criteria, staff concluded CBS represented the strongest overall proposal and best meets the City's operational, compliance, and service objectives.

## **Contract Agreement**

Staff will bring back the agreement in June.

### **IV. ALTERNATIVES:**

1. Reject both proposals
2. Consider Key 2 Collect, Inc. proposal over CBS

### **V. FISCAL IMPACT:**

The agreement is contingency-based and does not require upfront City expenditures. Fees will be deducted only from amounts successfully recovered.

The City currently has roughly \$883,600 in delinquent receivables eligible for collections. Based on industry standards for municipal utility and service receivables, recovery rates for comparable portfolios typically range

from approximately 10% to 30%, depending on account age and collectability.

No General Fund appropriation is required for this service.

**ATTACHMENTS:**

File Name	Description
□ 20260330_-_Collection_Agency_RFP_(FINAL).pdf	RFP for Collection Agency Services
□ Collection_Agency_Services_CBS_Proposal.pdf	CSB Proposal



**REQUEST FOR PROPOSALS**  
**City of Coalinga**

**COLLECTION AGENCY SERVICES**

**Release Date: March 31, 2026**

**Submission Deadline: April 21, 2026 by 5:00 PM PST**

**Contact**

Mai Vang, Financial Services Director

Email: [mvang@coalinga.com](mailto:mvang@coalinga.com)

# CITY OF COALINGA

## REQUEST FOR PROPOSAL

### COLLECTION AGENCY SERVICES

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#### **Section I: General Information/Overview**

##### **A. Overview**

The City of Coalinga is seeking the services of a qualified and experienced full-service Collection Agency to provide collection services for unpaid and delinquent account receivables for the City which include damage to City property invoices, returned checks, utility services, service fees, and other miscellaneous receivables. It is anticipated that the term of the services to be awarded will be for three (3) years with an option to renew for two (2) additional years.

##### **B. Description of the Government**

The City of Coalinga was incorporated in 1906 and operates as a general law city with a Council-Manager form of government, focused on providing municipal services to roughly 18,000 residents. A five-member City Council, elected by citizens, governs the city, sets policy, and appoints a City Manager to oversee daily operations, with a strong focus on community development, public safety, and financial stability.

##### **C. Proposal Content and Format**

Proposals must be for the entire scope of services stated in this RFP. Incomplete proposals will not be considered.

- 1. Title Page**

Page showing the Request for Proposal's subject, the firm's name, the name, address, e-mail address, and telephone number of a contact person; and the date of the proposal.

- 2. Table of Contents**

- 3. Cover Letter**

Provide a letter of introduction, approximately one (1) page in length, stating the proposer's understanding of the work to be done, a statement why the firm believes itself to be best qualified to perform the engagement, state of incorporation, name of owner(s) and principal party(ies), number and position title of staff. Information regarding any collection associations of which the proposer and its staff are members should be included. This letter shall be signed by an officer of the bidding firm authorized to bind the firm to all commitments made in the proposal.

- 4. Qualifications of staff proposed for the assignment, their position and types and amount of equivalent collection experience. Be sure to include any municipal agencies they have worked with and their level of involvement. A description of how overall supervision will be provided should be included. A brief summary discussing the firm's qualifications and relevant experience.**

5. List of references (at least 4) of present clients for comparable work performed, including a summary of similar engagements with other governmental agencies.
6. Is the agency able to make collections in all 50 states and the agency's ability to file reports with all three national credit bureaus?
7. Provide sample copies of the agency's current monthly statement of accounts that are available to your clients.
8. Provide sample copies of the agency's monthly aging report by delinquency length (30, 60, 90, 120+ days)
9. Provide three different sample letters to be sent to delinquent accounts.
10. A description of your agency's collection methodology, how many agents you will use in our collection effort, the geographical area you service, and an outline of your agency's collection success rate.
11. The City of Coalinga shall incur no cost for this program. Agency fees will be collected directly from the debtor. Clearly describe the agency's contingency-based fee structure (percentage of the amount collected), any legal action fees, and any other charges associated with the collection process.
12. A statement of the dollar amount of an account under which your agency will not actively pursue regular collection and/or legal action.
13. Provide information if notices are available online and searchable by account for City of Coalinga to access.
14. A statement of the services your agency feels differentiates your agency from other agencies.

#### **D. Instructions/Conditions/Legal Requirements**

1. Agency agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the proposal. Agency acknowledges that the original proposal and costs provided stand. ***However, the agency has the option of withdrawing a proposal at any time until a final contract is executed.***
2. The City of Coalinga has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).
3. The agency shall provide collection services as outlined in the specifications section of this RFP.
4. Agency shall defend, indemnify, and hold harmless the City of Coalinga, its officers, officials, employees, and volunteers from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or related to Agency's performance of services, including but not limited to violations of applicable laws, data breaches, or negligent acts or omissions.

5. The City reserves the right to negotiate terms and specifications/scope of work with the highest ranked agency or piggyback on any existing governmental contract. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.
6. Agency shall identify those services, if applicable, that will be outsourced to a subcontractor and receive approval prior to assigning the services. The prime Agency will be responsible for verifying the qualifications and validity of licenses, permits, and quality of work for any outsourced work to subcontractors. The prime Agency is also responsible for paying its employees and any subcontractors the prime Agency hires.
7. The selected agency shall enter into a Professional Services Agreement with the City.
8. At the time of execution of the contract, the selected agency is obligated to provide evidence of insurance liability to include: Workers Compensation, General Liability, Automobile Liability, and Professional Liability in the amount of \$1,000,000 per occurrence.
9. The successful agency shall be an independent firm, and nothing shall be construed to cause the agency to be deemed or represent itself as an agent or employee of the City.
10. Any evidence of collusion among agency's acting illegally to restrain freedom of competition by agreement to propose fixed price, or otherwise, will render the proposal of such agency void.
11. The term of the contract shall commence upon award by the City. The City of Coalinga intends for this service to result in a three (3) year contract, which will have two (2), two-year options to renew. Each renewal period will be for two (2) years. The City of Coalinga will grant extensions for each of these years on a two (2) year basis, subject to prior review and approval.
12. The contract between the agency and the City of Coalinga is non-transferable. The agency shall under no circumstances assign the agreement without written permission of the City. The agency shall notify the City, in writing, of any changes in business ownership at least thirty (30) days prior to said change.
13. The City reserves the right to add additional accounts receivable collection items to the existing contract. Agency agrees pricing will be the same for any additional receivables.
14. The agency is required to carefully and fully investigate all the requirements of the RFP. By submitting a proposal, the agency represents and certifies to the City that such investigation has been completed and that it fully understands the specifications/scope of services.
15. The City will not reimburse agency for any costs involved in the preparation and submission of proposals. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services.
16. If a requirement cannot be met by an agency, then the agency should submit a 'no proposal response' for the items affected. Alternate or equivalent items may be submitted for consideration by the City, unless otherwise specified.
17. All submitted proposals and information included therein or attached there to shall become public records upon contract award.
18. The specifications/scope of services is a suggested list only. If agency needs to revise or make additions, computer or typed alterations are allowed as long as the City format is maintained.

19. The City reserves the unilateral right to amend, cancel, or reissue this RFP in writing at any time.
20. **Disclosure:** Materials submitted by Professionals are subject to public inspection under the California Public Records Act (Government Code Sec. 7927.000 et seq.), unless exempt. Any determination that a document is or is not a public record pursuant to the Public Records Act shall be decided solely by the City. In the event the Professional believes a document or record to be confidential, the Professional shall mark the document in a conspicuous location as “CONFIDENTIAL” before providing it to the City.
21. Any questions regarding this RFP should be referred to *Mai Vang, Financial Services Director via email at [mvang@coalinga.com](mailto:mvang@coalinga.com)*.

**E. Schedule for RFP Process**

<b>Date and Time</b>	<b>Process Steps</b>
March 31, 2026	Request for Proposal released
April 9, 2026 by 5 PM PST	Deadline to submit questions to City of Coalinga
April 17, 2026	Reponses to Questions Posted
April 21, 2026 by 5 PM PST	Proposal Submission Deadline
April 22 – May 1, 2026	Evaluation of Proposals
May 8, 2026	Notification of Awards
May 21, 2026 (or after)	Contract Start Date

**Section II: Evaluation and Award**

A final contract will be awarded to the most competitively priced and qualified proposal. ***The City reserves the right to select the appropriate firm based on the most qualified proposal.*** The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors:

1. **Qualifications of Firm (20%)**  
Strength and stability of the firm; strength, stability, experience and technical competence of for handling collections for public agencies of a similar size, particularly with utility services and service fees.
2. **Related Experience (15%)**  
Experience in providing services similar to those requested herein; experience working with public agencies; size of the agency; assessment by client references.
3. **Key Performance Indicator/Reporting (15%)**  
Ability to track, measure, and report performance through clearly defined metrics.
4. **Technology (10%)**  
Availability and the use of secure technology for customers and the City.
5. **Compliance (10%)**  
Adherence to all applicable federal, state, and local laws and regulations governing debt collection and data privacy, including FDCPA, CFPB Regulation F, CCPA/CPRA, TCPA, and FCRA. This includes policies demonstrated, training, and internal controls to ensure lawful, ethical, and secure collection practices.
6. **Completeness of Response (10%)**  
Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements; inclusion of required licenses and certifications.
7. **Competitive Cost and Price (10%)**

Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.

**8. References and Past Performance (10%)**

Demonstrated ability to maintain positive customer relations and professional conduct throughout the collection process. Feedback from current or past clients, especially in the utility sector.

The City reserves the right to select an agency to perform all of the work identified in the RFP, or only a selected portion based on price and/or other factors.

### Section III: Specifications/Scope of Service

The City of Coalinga intends to obtain the services of a full-service collection agency to provide Collection Service for unpaid and delinquent accounts receivable to include, but may not be limited to:

1. Damage to City Property Invoices
2. Returned Checks
3. Utility Services
4. Service Fees
5. Miscellaneous Receivables

**A. Specific Requirements for the Agency**

1. The City has not had a collection agency since October 2024. There are 2,452 closed accounts eligible to be sent for collections. Those accounts totaled \$883,600. With the previous agency, the City sent an average of \$6,225.00 per month.
2. Agency shall make a minimum of two written or telephone contacts for each account (unless the account clears sooner) within sixty (60) days of receipt of account. Agency shall provide in the proposal detailed steps that will be taken once account is received from the City and number of contacts and procedures that will be taken.
3. Agency shall make contacts with delinquent accounts under the name of the collection agency.
4. Agency shall submit status reports on a monthly basis and an annual report (on a fiscal year bases) July 1, through June 30, comparing the activities to the previous fiscal year. These reports shall include data for each account detailing the value of the current debt, money received, charges waived, interest charged, balance due and date of last payment. A financial summary will also be required showing "period to date" and "year to date" totals for pertinent information such as receipts, net accounts receivable, total accounts receivable, and collection percentage. In addition, an aging report should be available in summary and in detail. Agency shall provide copies of all available reports or have it available to the City at any given time.
5. Agency shall conduct skip tracing on delinquent accounts. Agency to provide specific tools used to conduct skip tracing.
6. Agency shall indicate policy on when delinquent accounts will be reported to the three major national credit bureaus.

7. Agency shall accept automated or manual transfer of delinquent payment information from the City of Coalinga or other vendor's database. It is expected the agency will work, at no additional cost, with the City of Coalinga and its software to ensure accurate and timely transmission of data.
8. Agency shall guarantee the confidentiality, security, and safety of all files and access, through secure technology such as API or SFTP integration, Online portal for City and consumers, digital payment capabilities, and reporting dashboards.
9. Agency shall maintain administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of City data. Agency shall comply with PCI DSS and maintain SOC 2 Type II certification or equivalent. All data must be encrypted in transit and at rest. In the event of a data breach or security incident involving City data, Agency shall notify the City **within seventy-two (72) hours**, cooperate fully in investigation and mitigation efforts, and bear all costs associated with required notifications, credit monitoring (if applicable), and remediation.
10. All data provided by the City, and all data generated, collected, or maintained by the Agency in connection with this agreement, shall remain the sole and exclusive property of the City. Agency shall not sell, share, disclose, or otherwise use such data for any purpose other than performance of services under this agreement without the City's prior written consent.
11. Agency shall provide detailed information regarding its collection process and methods.
12. Agency shall instruct consumers to submit payment to the collection agency. Any payments received at the City will be forwarded to the collection agency. The collection agency will be notified within ten (10) working days of any payment processed by the City.
13. Agency shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Fair Debt Collection Practices Act (FDCPA), Consumer Financial Protection Bureau Regulation F (12 CFR Part 1006), California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA), Telephone Consumer Protection Act (TCPA), Fair Credit Reporting Act (FCRA), and all applicable California laws governing debt collection practices.
14. Agency shall develop and implement Key Performance Indicators (KPIs), subject to City approval, and provide quarterly performance reports. At a minimum, KPIs shall include recovery rates, timeliness of collection efforts, reporting accuracy, and dispute resolution timelines. Agency shall meet performance standards established by the City.
15. The City reserves the right, upon reasonable notice, to audit Agency's records, systems, and processes related to the services provided under this agreement. Agency shall provide full access to relevant records and personnel and shall cooperate fully with any such audit.
16. The agency will be fully responsible for maintaining accurate records of all correspondence, documents, accounting records, transactions and other relative evidence. These records shall remain on file for a period of at least seven (7) years. All records shall be made available to the City of Coalinga for review upon request.
17. No work shall be subcontracted without the prior written consent of the City of Coalinga.

- 18.** Maintain professional and respectful communication with the City of Coalinga's customers. Ensure that collection efforts do not harm the relationship between the customer and the City. Collection agencies shall not initiate any legal action pertaining to any account without the prior written permission of the City. No compromise settlement shall be accepted by the Collection agency without the City's written consent.
- 19.** Any settlement of principal or charges shall be agreed upon between the agency and the City, prior to acceptance. The City shall support this in writing.
- 20.** The City reserves the right to terminate the agreement, with or without cause, upon thirty (30) days written notice. In the event of termination for cause, the City may terminate immediately. Agency shall cooperate with the City to ensure an orderly transition of services and return of all City data.

Thank you for your interest in partnering with the City of Coalinga.



# COLLECTION AGENCY SERVICES

**Proposal for City of Coalinga, California**  
Compliant. Compassionate. Results-Driven Debt Recovery

## RFP Details

Due Date  
**April 21, 2026**



**Patrick Miller**

📞 Direct: (757) 560-5801

📞 Office: (818) 224-3800

✉️ [pmiller@cedarfinancial.com](mailto:pmiller@cedarfinancial.com)

📍 5230 Las Virgenes Rd Ste 210, Calabasas, CA 91302

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### 3.0 COVER LETTER

City of Coalinga, CA  
Attn: Mai Vang, Financial Services Director



April 21, 2026

*Re: City of Coalinga, Request for Proposal Collection Agency Services*

On behalf of Cedars Business Services, LLC (“Cedars”), we appreciate the opportunity to be considered to provide collection agency services for the City of Coalinga. The City’s program includes unpaid and delinquent receivables such as utility services, returned checks, damage to City property invoices, service fees, and other miscellaneous receivables. Cedars understands the importance of improving recoveries while maintaining professional, respectful communication that protects public trust and the City’s relationship with its residents and businesses.

Cedars is a California-based accounts receivable management and collection agency established in 1991 and headquartered in Calabasas, California. Our public-sector work supports cities, counties, utilities, and state agencies with compliant recovery services that emphasize transparency, documentation discipline, and a service-forward approach consistent with public agency expectations.

Our experience directly aligns with the City’s needs for managing delinquent utility accounts, returned checks, damage to City property charges, service fees, and miscellaneous receivables. Our programs are designed to operate as a low-burden extension of City finance operations, allowing staff to maintain full visibility and control while Cedars manages the day-to-day collection activity under a contingency-based structure at no cost to the City unless funds are recovered.

Our approach emphasizes compliance, transparency, and professionalism at every stage of the collection process. Our operations adhere to applicable federal and California requirements, and are supported by secure systems, detailed documentation, and audit-ready reporting. Our collectors are trained specifically for public-sector environments and understand the importance of courteous, measured communication when working on behalf of a city government.

Our services are fully self-performed. We do not outsource core collection activity, and we maintain dedicated internal functions for operations, client success, compliance oversight, reporting/remittance support, and secure IT/MIS administration. This structure provides the City with clear accountability, consistent service quality, and direct escalation paths without reliance on subcontracted collection agencies.

In support of the City’s collection program, Cedars confirms the following program commitments:

- **Compliance & Professional Standards:** Our program operates under a compliance-first model supported by documented policies, training, and quality monitoring.
- **Operational Transparency:** Authorized City users will have secure online visibility into account status, documented activity, payments, disputes, and reporting outputs through our *CollectCo™* client access tools.
- **Secure Data Handling:** Our technology environment supports secure data exchange and access controls suitable for public-sector requirements, including encryption and disciplined information security practices.

- *City-Controlled Escalation*: Any legal escalation occurs only with prior written permission, and any settlement/compromise is City-directed and supported in writing.

Our objective is straightforward: *maximize net recovery while protecting the City of Coalinga's reputation and its relationship with residents and businesses*. Our public-sector clients rely on Cedars for consistent performance, reliable reporting, and a collections program that reflects accountability and professionalism.

#### *State of Incorporation*

Cedars Business Services, LLC is a California limited liability company established in 1991.

#### *Owner and Principal Parties*

Cedars Business Services, LLC principal parties authorized to execute a binding contract include:

- Amir Erez, Chief Executive Officer
- Paul Hoare, Chief Operating Officer
- Syntheia Nagel, Board Secretary and Chief Compliance Officer

#### *Number and Position Titles of Staff*

Cedars maintains more than 210 staff members supported by specialized internal departments, including Government Services, Compliance, Client Success, Information Technology/MIS, Accounting/Remittance, and Collections Operations. Key position titles supporting this engagement include: Project/Program Lead (Government Development & Solutions), Operations Leadership, Compliance Leadership, Client Success Leadership, Training Management, Accounting/Remittance support, and IT/MIS support.

#### *Collection Associations / Industry Affiliations*

Cedars maintains active memberships and industry affiliations that support continuing education, legislative awareness, and professional best practices, including:

- *ACA International*
- *California Association of Collectors (CAC)*
  - Cedars' Chief Compliance Officer, Syntheia Nagel, currently serves as President-Elect.
- *International Association of Commercial Collectors (IACC)*
- *Commercial Law League of America (CLLA)*

The undersigned certifies that he is an officer and main contact point of the firm with authority to bind Cedars Business Services, LLC to all commitments made in our proposal. We appreciate your time and consideration and look forward to the opportunity to support the City of Coalinga with a compliant, accountable, and community-focused collections program

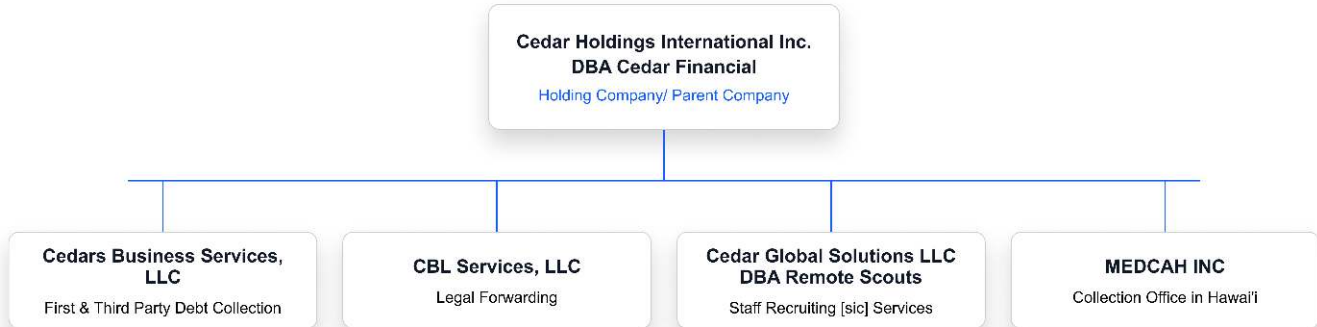
Sincerely,



Patrick Miller  
Director of Government Development & Solutions  
Cedars Business Services, LLC  
[pmiller@cedarfinancial.com](mailto:pmiller@cedarfinancial.com) / (757) 560-5801

## 4.0 QUALIFICATIONS & EXPERIENCE

### 4.1 Cedars Summary



Cedars Business Services, LLC (“Cedars”) is a California-based accounts receivable management and collections firm established in 1991, with more than three decades of continuous experience delivering compliant recovery programs for public-sector portfolios. Cedars’ headquarters is located in Calabasas, California, and our government services and technology administration are managed through our centralized California operations.

Cedars’ public-sector operating model is designed to increase *net recoveries* while protecting public trust and reducing administrative burden through a disciplined, transparent, and service-forward approach that keeps the City in control of key policy decisions. We self-perform collection services (no subcontracting), maintain documented controls appropriate for government environments, and provide transparency through secure reporting and portal-based access to account activity.

For the City of Coalinga, Cedars’ experience aligns directly with a mixed municipal portfolio that includes utility services, returned checks, damage to City property invoices, service fees, and other miscellaneous receivables. Cedars is prepared to support both existing inventory and ongoing placements with a respectful, community-sensitive program that maintains clear City oversight and control.

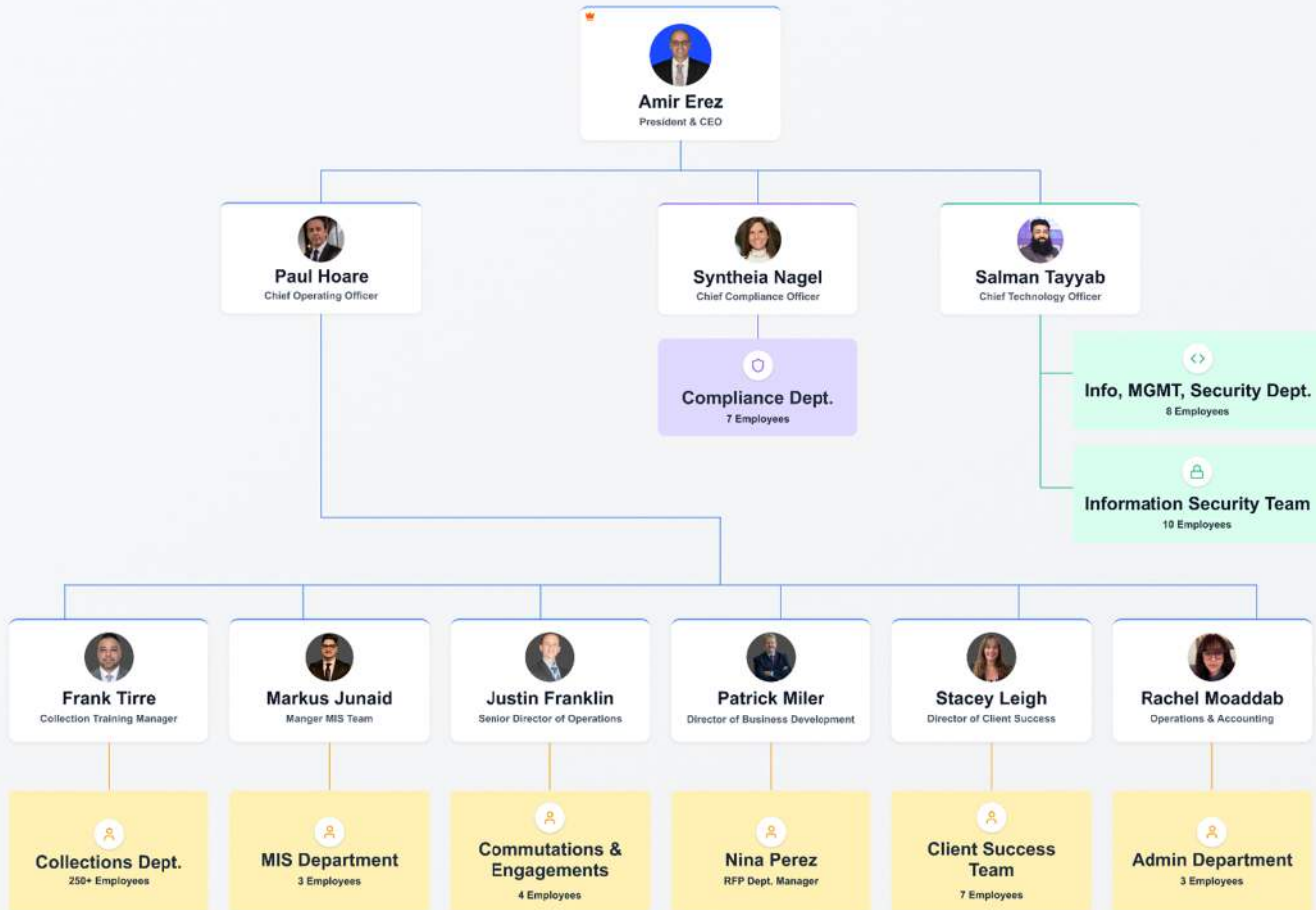
Cedars supports government clients nationwide, enabling consistent recovery efforts when responsible parties relocate outside the City or outside California. Our operating model emphasizes secure intake, consistent account handling, and measurable performance supported by portal-based visibility and structured reporting; so *City staff have continuous transparency without the burden of day-to-day collections activity.*

### 4.2 Key Personnel and Management

Cedars supports municipal programs through a *layered governance model* that keeps City staff informed and in control while Cedars manages day-to-day execution. Our structure is designed for public-facing receivables; where professionalism, documentation discipline, and responsiveness are essential to protect the City’s reputation while improving net recoveries.

Management Flow Chart

Management Flow Chart



Key Personnel

*Patrick Miller – Director of Government Development & Solutions*

Patrick serves as the primary program lead and executive point of contact for municipal and government clients. He oversees implementation, ongoing program governance, escalation management, and performance review to ensure each program remains aligned with client policy, fiscal objectives, and public-sector service expectations.

Patrick brings more than two decades of experience *supporting California municipal and state agency receivables, including programs for Caltrans, CalRecycle, CalPERS, Riverside County, Contra Costa County, and multiple city utilities and finance departments.* His involvement typically includes upfront program design, approval of workflow rules, review of reporting and compliance controls, and executive oversight throughout the life of the contract. For the City of Coalinga, Patrick provides senior-level

leadership to ensure the collection program operates as a seamless extension of City operations while maintaining accountability, responsiveness, and reputational protection.

#### *Stacey Leigh – Director of Client Success*

Stacey leads client success and ongoing coordination for municipal and government programs. She supports onboarding, day-to-day client communication, reporting coordination, and service responsiveness to ensure City requests are addressed promptly and consistently.

Stacey has extensive experience supporting *city and county clients across California*, including municipal utilities, special districts, and local government finance offices. Her role with these clients includes coordinating data transfers, portal access, reporting schedules, and operational adjustments following implementation. For the City of Coalinga, Stacey serves as a primary operational liaison, ensuring City staff receive timely updates, dependable follow-through, and organized communication without unnecessary administrative burden.

#### *Justin Franklin – Senior Director of Operations*

Justin oversees day-to-day operational execution for municipal portfolios, including collector supervision, workflow design, staffing oversight, and performance monitoring. He brings more than 15 years of experience managing regulated, public-facing collections programs.

Justin has direct operational responsibility for portfolios supporting *municipal utilities, city finance departments, and California state agencies*, including large and small government clients with compliance-sensitive requirements. His involvement includes designing account treatment strategies, monitoring execution against approved standards, and ensuring receivable types—such as utilities, returned checks, and service fees—are handled appropriately. For the City of Coalinga, Justin's oversight supports consistent execution, disciplined documentation, and operational scalability while preserving professionalism and public trust.

#### *Syntheia Nagel – Chief Compliance Officer*

Syntheia provides compliance oversight and quality governance for public-sector programs. She oversees adherence to applicable federal, state, and municipal requirements, ensuring collection activity remains lawful, professional, and well documented.

Syntheia brings extensive experience in compliance leadership and regulatory monitoring within the collections industry. Her oversight includes policy adherence, dispute and complaint handling, quality assurance controls, and ongoing training reinforcement. She reviews trends, escalations, and exceptions to ensure issues are addressed promptly and corrective actions are applied consistently. Her involvement is especially important for municipal programs like Coalinga's, where reputational sensitivity and resident interaction require careful oversight and documented controls.

#### *Frank Tirre – Collections Training Manager*

Frank leads training and ongoing coaching for collectors assigned to government and municipal accounts. He brings more than 16 years of experience in the industry and specializes in preparing staff to work public-sector receivables with professionalism, clarity, and consistency.

Frank develops and delivers training focused on municipal workflows, documentation standards, respectful communications, and dispute handling procedures. During implementation, he supports collector readiness specific to the City's account types and policies. Following go-live, he provides

continued coaching and performance reinforcement to maintain quality standards and support consistent outcomes. His training leadership helps ensure all interactions on behalf of the City of Coalinga reflect professionalism and a service-oriented approach.

*Rachel Moaddab – Accounting Manager / Financial Oversight*

Rachel oversees remittance administration, reconciliation, and financial reporting for public-sector programs. She brings more than 10 years of experience supporting collections-related accounting functions for government clients.

Rachel ensures payments are posted accurately, remittances are prepared consistently, and reporting aligns with City requirements. During implementation, she supports file layout design, reconciliation logic, and remittance scheduling so financial reporting is clean and audit-ready from the start. Ongoing oversight ensures transparency, accuracy, and dependable financial documentation throughout the contract term. For the City of Coalinga, Rachel’s role supports efficient reconciliation and confidence in reported collections activity.

*Ongoing Account Management*

Following stabilization, Cedars transitions the City into steady-state operations supported by a dedicated municipal account team.

- Dedicated account manager and escalation support
- Monthly activity, status, and remittance reporting
- 24/7 portal access for real-time account visibility
- Periodic performance and strategy reviews
- Ongoing compliance monitoring, dispute handling, and audit readiness
- Support for account recalls, closures, and contract-end file return

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FDCPA      HIPAA

INFORMATION SECURITY

TCPA      UDAAP

FCRA, FACTA & GLBA

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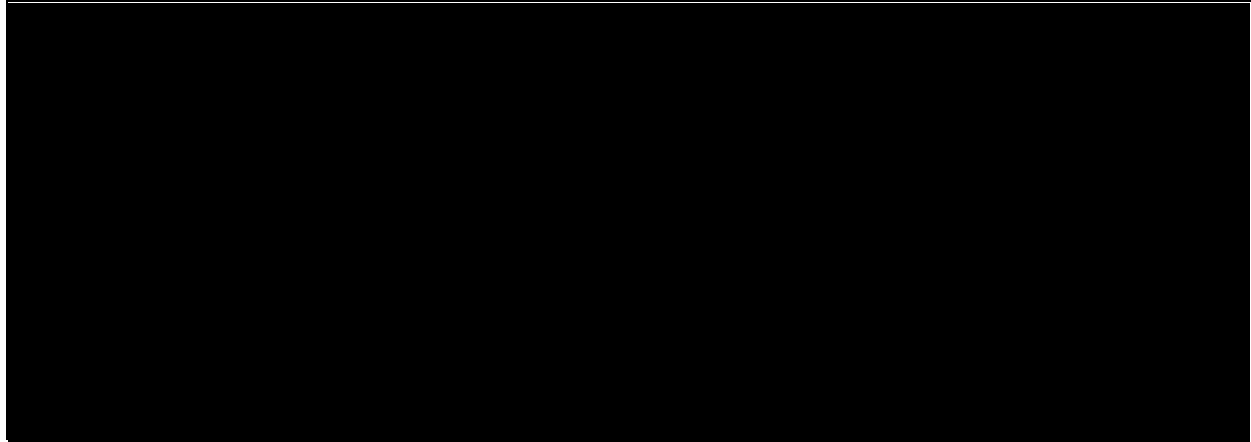
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*Level of Involvement and How We Support Municipal Programs*

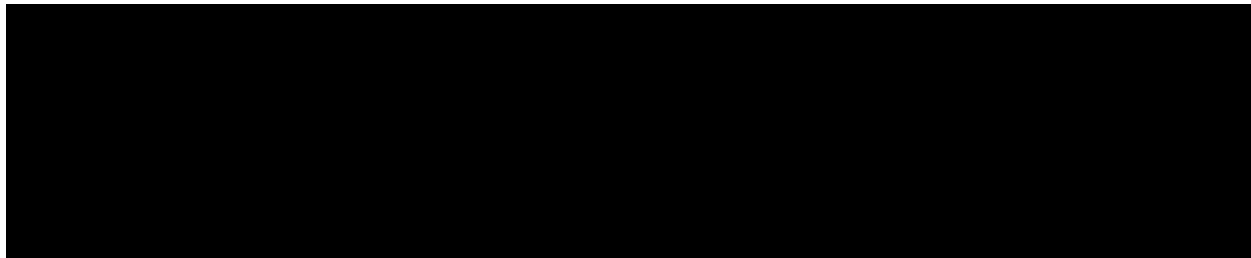
Cedars’ level of involvement on municipal programs is end-to-end and designed to be low-burden for City staff. Our involvement typically includes:

- *Implementation and start-up coordination:* confirming placement formats, secure transfer methods, reporting cadence, program rules, and escalation/approval boundaries.
- *Ongoing account servicing:* consistent workflow execution by receivable type, documented communications, skip tracing for contact ability improvements, and structured follow-up to prevent inventory stagnation.
- *Reporting and reconciliation support:* portal-based visibility and recurring reporting outputs designed for public-sector oversight, audit readiness, and clean reconciliation.
- *Dispute and complaint handling:* documented workflows that pause activity as appropriate, ensure defensible review, and support reputation-safe resolution for public-facing accounts.
- *Client-controlled escalation tools:* any credit reporting or legal escalation is governed by client policy and explicit authorization controls in municipal programs, maintaining public agency control over sensitive actions.

Our structure mirrors Cedars’ municipal “transparent and accountable” operating style; keeping the City in control of policy decisions while Cedars maintains daily execution responsibility and documentation discipline.

*Historical Collections Mix by Account Type*

Because recovery varies based on account age, balance, documentation, contact ability, and client policy, Cedars measures outcomes by revenue type and provides category-specific baselines early in the engagement. For comparable public-sector portfolios, Cedars has demonstrated the following historical performance benchmarks:



[Redacted]

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#### 4.4 Oversight and Quality Control

Cedars operates municipal programs under a structured oversight model designed to protect public trust while delivering consistent, well-documented results. Our quality framework emphasizes clear supervision, professional communications, and audit-ready documentation so City staff maintain confidence and visibility without day-to-day operational burden.

##### *Supervision Model*

Our program is managed through layered supervision that keeps accountability clear:

- Program leadership remains responsible for overall governance, coordination, and escalation support.
- Operations leadership supervises daily collector activity, workflow adherence, staffing allocation, and performance monitoring.
- Compliance leadership reinforces standards through monitoring and corrective controls to ensure communication remains professional and defensible.

##### *Quality Monitoring and Call Oversight*

We maintain structured quality monitoring for municipal portfolios to ensure consistent treatment and respectful public-facing engagement. Collector activity is supervised through documented QA practices, and our municipal proposal materials describe the use of technology-supported call auditing and supervisor intervention capabilities to reduce complaint risk and protect client reputation.

##### *Training and Ongoing Reinforcement*

Our municipal programs include defined training and reinforcement so collectors apply consistent communication standards, documentation practices, and client-approved procedures across different receivable types (utilities, fees, returned checks, and miscellaneous City receivables). Training reinforcement continues post-launch through coaching and performance feedback loops.

### *Documentation Discipline and Audit Readiness*

Our operating model emphasizes audit-ready documentation: time-stamped activity histories, documented communications, and account-level notes that support transparent oversight and clean reporting. Our discipline strengthens defensibility and supports efficient internal review when City staff need account-level visibility.

### *Communication Standards and Customer Experience*

Since we would represent the City every time we contact a resident or business, our customer experience standard is: *professional, respectful, and resolution-oriented: without unnecessary pressure or escalation*. Our collectors are trained to explain the “why” clearly (what the balance represents, what options exist, what happens next) and to de-escalate concerns quickly so interactions remain constructive. We also recognize that municipal receivables are reputationally sensitive: *people remember how they were treated*. That’s why our scripts, disclosures, and tone controls are designed to protect the City’s community relationships while still producing results. When someone disputes a balance or raises a service complaint, we treat it as a service event—document it, route it to the right workflow, pause as appropriate, and resolve it with clear notes and outcomes so the City can confidently stand behind the program.

### *Client Maintenance and Ongoing Municipal Support*

Cedars maintains a structured client maintenance model designed specifically for municipal clients, providing reliable service delivery, regulatory compliance, and transparent oversight with minimal administrative burden on City staff. Dedicated client support personnel serve as the City of Coalinga’s primary point of contact for day-to-day coordination, reporting, account updates, and issue resolution, ensuring continuity and responsiveness throughout the engagement.

Cedars conducts regular check-ins with designated City personnel to review performance, address compliance considerations, and align services with City priorities or policy updates. Cedars manages the full account lifecycle in accordance with City-approved guidelines, with all actions documented in a complete, audit-ready account history.

The City is provided secure, real-time access to Cedars’ client portal for visibility into account status, inventory, financial activity, and performance reporting. This hands-off, self-service model reduces follow-up requests while ensuring the City retains clear oversight and control. Cedars acts as a dependable extension of City operations, supporting ongoing alignment with municipal objectives and regulatory expectations.

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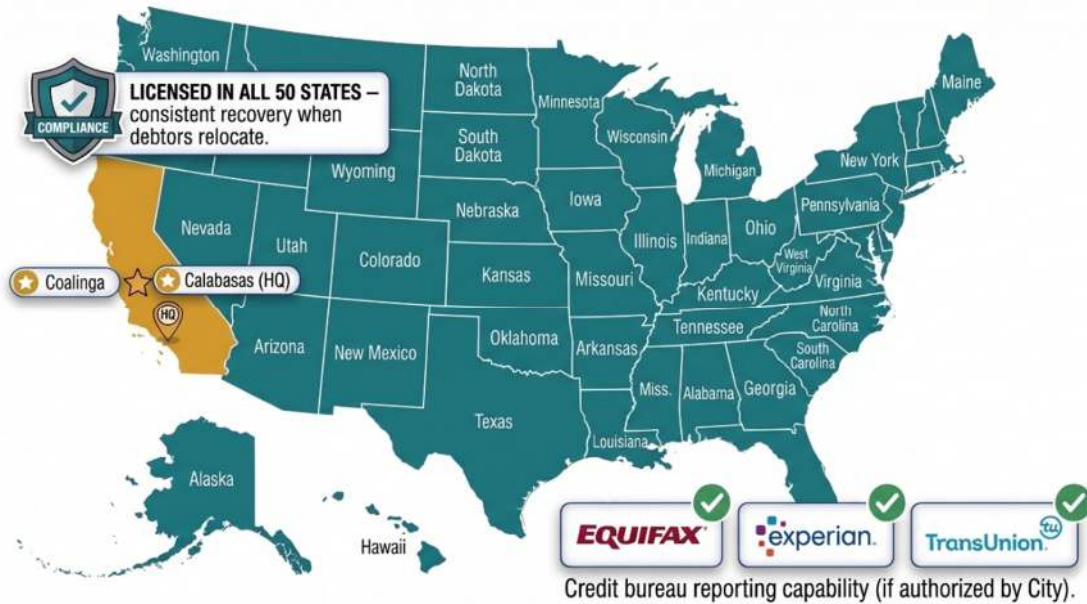
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## 6.0 NATIONWIDE COLLECTIONS & CREDIT BUREAU REPORTING

Cedars supports public-sector clients with a nationally operating collections program designed to maintain consistent servicing when responsible parties relocate outside the originating jurisdiction. Our operating footprint allows the City of Coalinga’s accounts to be worked effectively across state lines while maintaining the same professionalism, documentation discipline, and transparency standards used for local servicing.

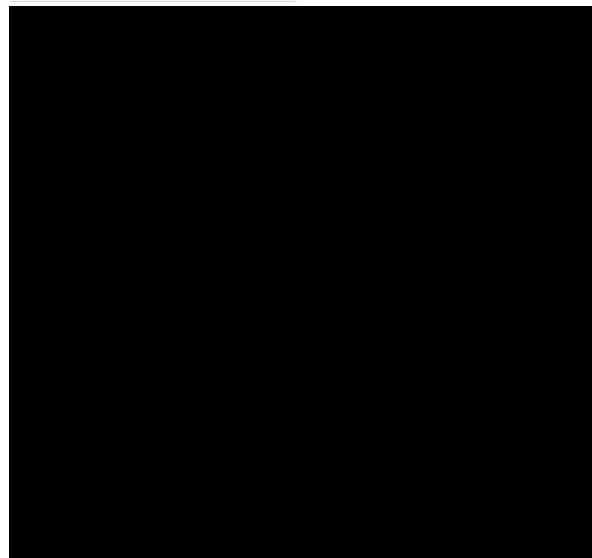
Cedars also maintains the capability to report eligible accounts to the three national credit bureaus, with credit reporting used as a controlled tool aligned to client policy and authorization. Our credit reporting processes are designed to support accuracy, defensibility, and timely dispute handling; consistent with public-sector expectations for transparency and resident protections.



### 6.1 Nationwide Licensing

Cedars is able to make collections in *all 50 states*, supporting Coalinga’s need for consistent recovery when debtors move or reside outside California. Our nationwide operating footprint supports structured outreach, skip tracing, and account servicing across state lines while maintaining the same compliance and documentation standards applied to municipal programs.

In addition to domestic capability, Cedars operates within a broader organizational platform that supports recovery efforts internationally, allowing the City to benefit from continuity of servicing when accounts involve cross-border contact ability or international relocation.



## 6.2 Credit Bureau Reporting (If Authorized)

Cedars has the technical capability to report eligible accounts to all three national credit reporting agencies (*Equifax, Experian, and TransUnion*) and to manage all related consumer communications and disputes using established bureau processes, including *e-OSCAR*.

Consistent with public-sector best practices, Cedars treats credit bureau reporting as a *City-controlled tool*, not a default collection tactic. Credit reporting is implemented only if expressly authorized by the City of Coalinga and only in accordance with City-defined policies, thresholds, and account eligibility rules.

### *Policy-Controlled Credit Reporting Framework*

Where the City elects to authorize credit reporting, Cedars applies structured controls designed to support accuracy, fairness, and defensibility:

- *Eligibility gating*: Accounts are screened based on City-approved criteria (such as account type, age, balance, and status). Accounts deemed ineligible by City policy are suppressed from furnishing.
- *Timing controls*: As a best practice, Cedars recommends delaying any credit bureau reporting until at least *60–90 days after placement*, allowing sufficient time to validate accuracy, resolve disputes, and facilitate voluntary payment arrangements before furnishing.
- *Data integrity discipline*: Balances, responsible party information, and status codes are validated prior to furnishing to reduce the likelihood of errors and avoid unnecessary dispute activity.
- *Payment plan protections*: Accounts on approved and active payment plans are typically suppressed from reporting, consistent with City policy, to encourage resolution and avoid adverse consumer impact while payments are being made.

### *Dispute Handling and Ongoing Account Management*

Cedars manages credit bureau disputes through the appropriate bureau channels, including *e-OSCAR*, and ensures disputes are researched, documented, and resolved within required timeframes. Where an account is recalled, adjusted, paid, or otherwise directed by the City, Cedars promptly updates or deletes bureau records as applicable.

All credit reporting activity; including furnishing decisions, disputes, updates, and deletions, is *fully documented* and available to the City for review.

### *Compliance and Oversight*

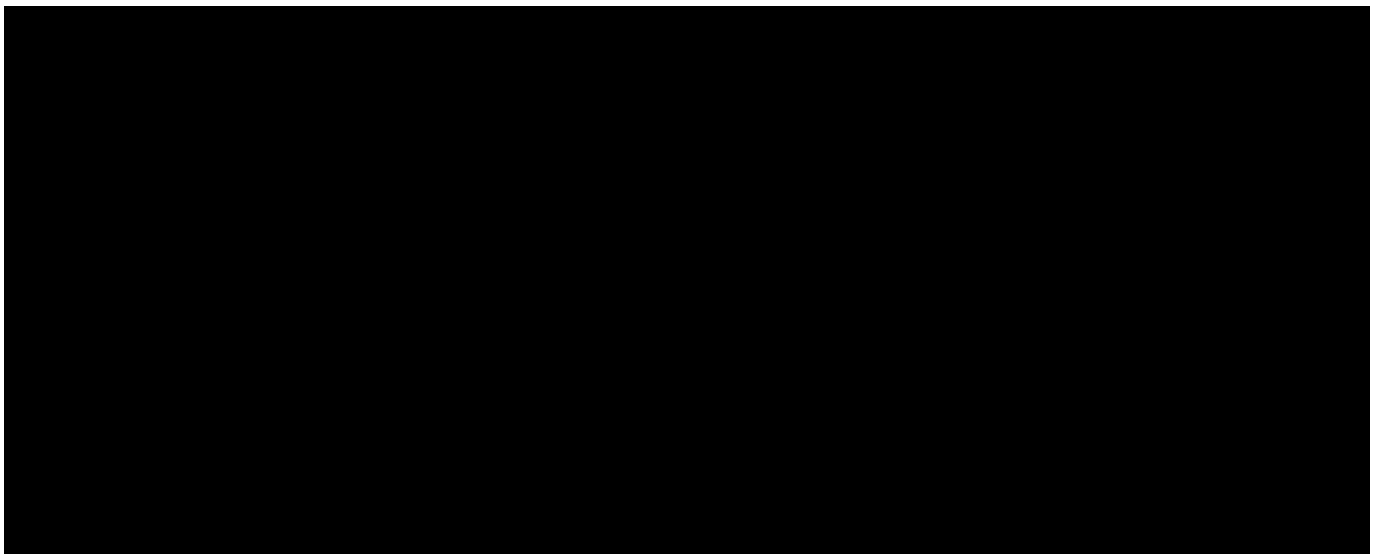
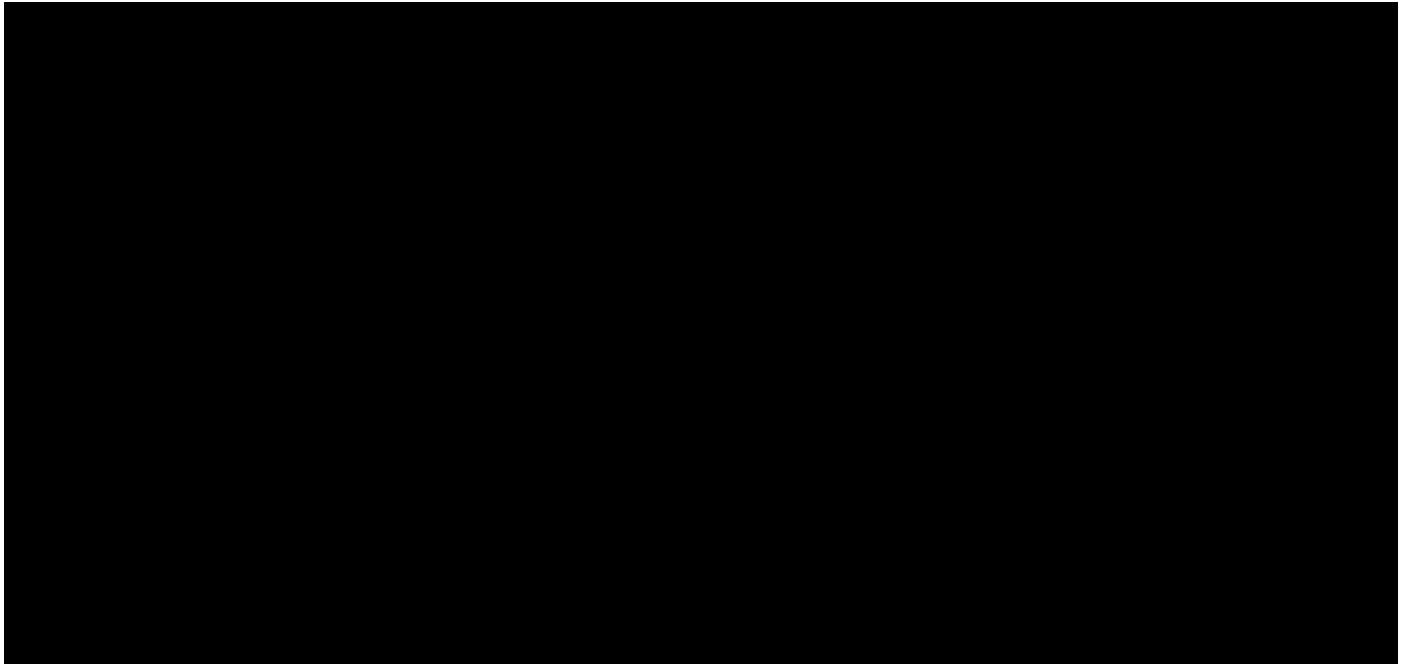
Cedars adheres to all applicable credit reporting requirements, including the *Fair Credit Reporting Act (FCRA)* and associated federal guidance. Staff supporting credit reporting activities receive dedicated training through *Cedar University* to ensure accurate handling, proper disclosures, and professional consumer interactions.

Cedars does *not* report any account to the credit bureaus without explicit City authorization and alignment with City policy. The City of Coalinga retains complete authority over whether credit reporting is utilized, which account types are eligible, and how reporting integrates into the broader collections strategy.

## 7.0 SAMPLE MONTHLY STATEMENT OF ACCOUNTS

The images below illustrate Cedars' standard *monthly remittance statement*, which is provided to the City of Coalinga to support financial reconciliation, audit readiness, and transparent oversight. Each statement itemizes gross collections, contingency fees, and net amounts due to the City, with transaction-level detail traceable to individual accounts and payments.

Monthly statements are delivered in both *downloadable PDF format* for official recordkeeping and *CSV format* for reconciliation, reporting, and internal analysis, ensuring flexibility and ease of use for City finance staff.



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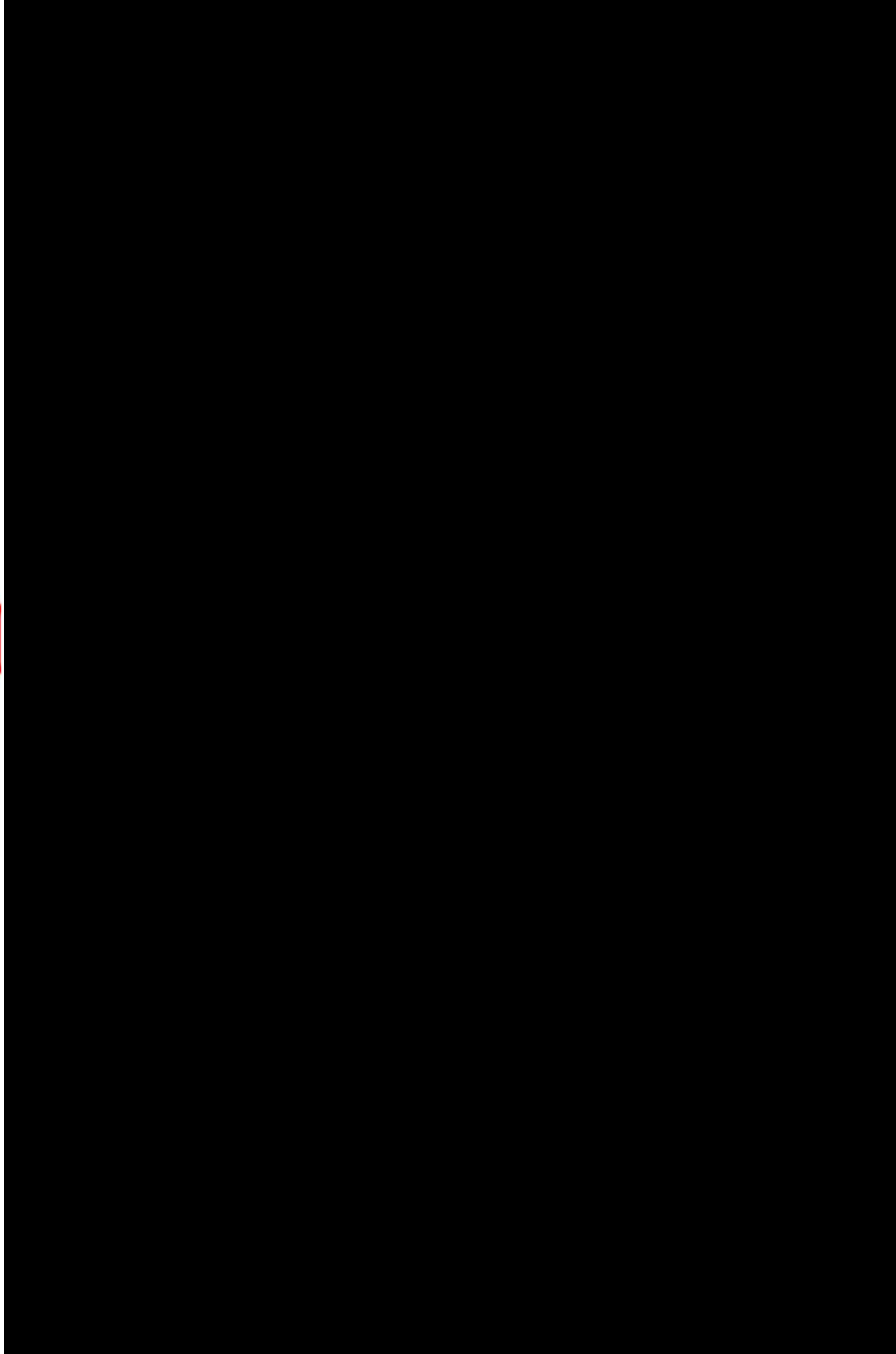
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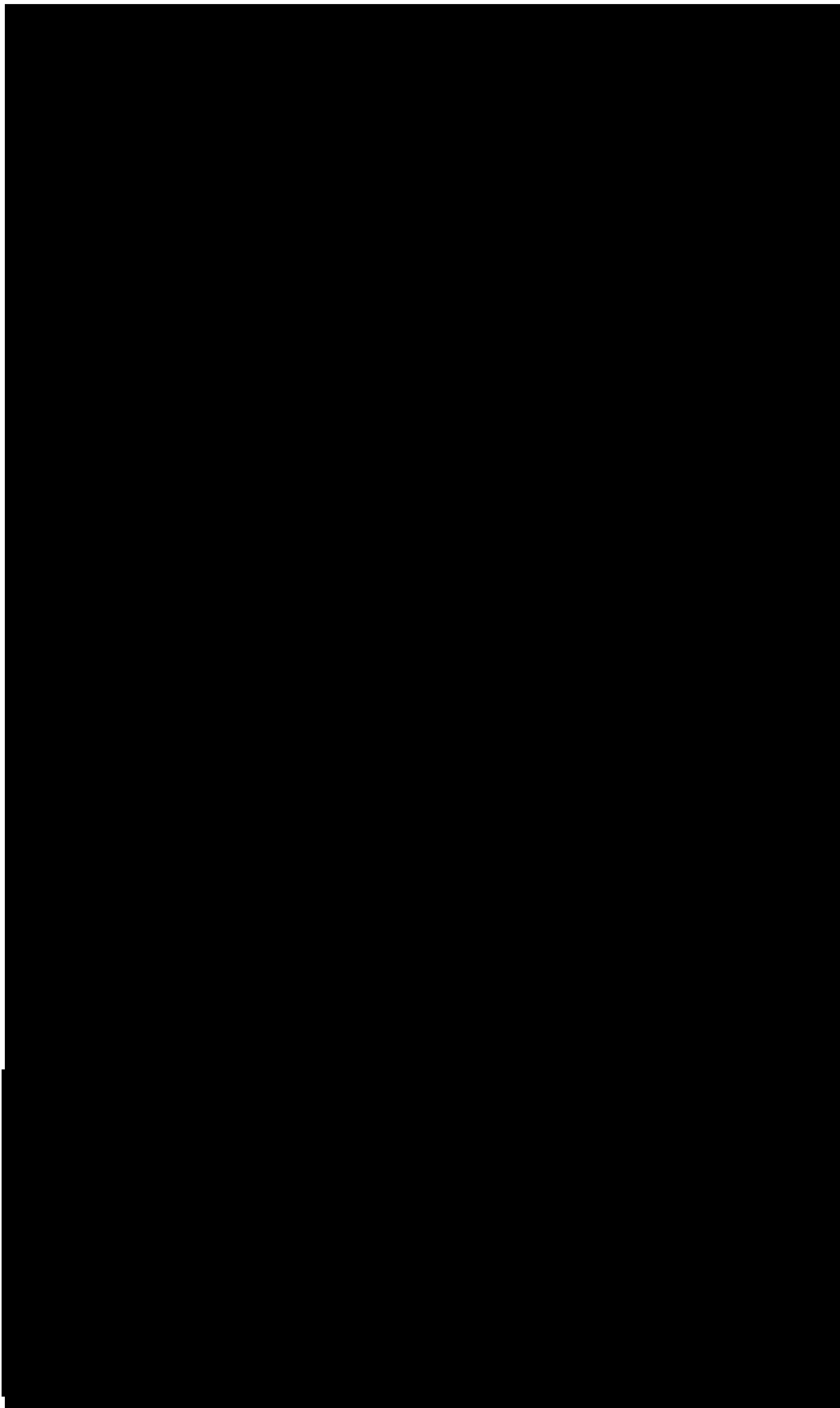
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### 10.2 Collection Process

Cedars' collection process is designed to provide the City of Coalinga with a *predictable, low-burden, and transparent program* that delivers consistent recovery results while protecting the City's reputation and relationships with residents and businesses. We understand that collection services should operate in the background of City operations: structured, monitored, and effective without requiring ongoing staff intervention or oversight.

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Our process is built around *clear stages*, disciplined controls, and documented accountability from the moment an account is placed through final resolution. The City retains authority over policy decisions and sensitive actions, while Cedars manages the operational execution, consumer communication, documentation, and reporting.

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#### *Recalls, Administrative Updates, and Inventory Control*

The City retains *full authority* to recall accounts, place administrative holds, or redirect servicing based on internal needs. When directed, Cedars immediately ceases collection activity and updates the account record accordingly. Upon recall or closure, Cedars can provide complete account documentation, including activity history, correspondence records, and payment summaries.

#### *Escalation Controls and Sensitive Actions*

Cedars operates under strict escalation boundaries for municipal programs. No legal action is initiated without the City's prior written permission, and no compromise settlement is accepted without written consent (unless settlement offers are below 20%, as indicated by the City). Our hardline controls ensure the City retains decision-making authority over high-impact actions while Cedars continues managing daily servicing and documentation.

*Credit bureau reporting and legal escalation capabilities* are discussed separately in [Sections 6.2](#) and [12.1](#) and are only employed in accordance with City policy and authorization.

#### *Day-to-Day City Experience*

Cedars' collection process is designed so City staff do not need to manage collections as an ongoing task. Clear intake controls, structured workflows, defined escalation points, and consistent documentation allow the program to run reliably with minimal City touchpoints.

City staff are able to review account status, understand outcomes, and reconcile activity through standard reporting and visibility tools without repeated follow-ups or manual intervention. Our approach allows the City of Coalinga to focus on core operations while Cedars manages the full lifecycle of delinquent accounts professionally and efficiently, promoting a low-burden structured collections program that fulfills all of the City's requirements and keeps constituents happy.

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Rather than repeating outreach indefinitely, Cedars applies *manager-reviewed cool-off periods* where responsiveness declines. These pauses prevent over-contact and allow later re-engagement with refreshed data or revised messaging. Accounts may move through multiple engagement cycles over time, or be routed for alternate treatment, based on responsiveness and City-approved guidelines. All outreach actions: across telephone, written, and authorized electronic channels, are fully documented and time-stamped within the account record. Supervisors review engagement trends regularly to ensure activity remains compliant, effective, and aligned with the City of Coalinga’s expectations.

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### 10.3 Contact Standards

Cedars applies structured, compliance-driven contact standards designed specifically for municipal receivables. Our approach balances consistent follow-through with respectful, professional engagement that protects the City of Coalinga’s reputation and encourages voluntary resolution. These standards are applied uniformly across all accounts while allowing controlled flexibility based on account status, resident response, and City direction.

All contact activity is governed by applicable federal and California requirements, documented in the account record, and subject to supervisory and quality-assurance oversight.

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All written communications are professional, plain-language, and appropriate for a public-sector environment. Copies of correspondence, mailing dates, and delivery status are maintained in the account record and are available to the City through the *CollectCo™* Client Portal and standard reports, supporting transparency and audit readiness.

#### *Telephone Contact Standards*

Telephone outreach is used to support resolution, answer questions, and clarify issues that may prevent payment, while strictly adhering to federal and state contact limitations.

Cedars follows the “7-in-7” *telephone contact rule*, applied *per individual debt*, which provides that:

- No more than *seven telephone call attempts* are made within any consecutive seven-day period for a specific account.
- After a telephone conversation with the responsible party, Cedars waits at least *7 consecutive days* before placing another call regarding that debt.
- All call attempts count toward the limit, including unanswered calls and voicemail messages.

Calls are placed only during *permitted hours (8:00 a.m. to 9:00 p.m. local time)* and are discontinued at workplaces if Cedars is informed—or should reasonably know—that such calls are not allowed. Collectors are trained to communicate in a courteous, non-confrontational manner and to adapt discussions based on account type, balance, and resident response. Detailed outcomes of each call are documented to ensure full City visibility.

#### *Multichannel Contact (Where Lawful and Authorized)*

Where permitted by law and appropriately authorized or consented to, Cedars may supplement written and telephone outreach with additional channels such as secure email, text messaging, or portal notifications. These channels are used *selectively and responsibly*, with messaging focused on clarity, assistance, and ease of resolution—not pressure.

Electronic communications include required opt-out mechanisms and comply with all applicable anti-harassment standards. Use of supplemental channels never replaces required written notices and never increases contact frequency beyond lawful limits. All multichannel activity is documented in the account record, providing a complete, unified contact history.

#### *Treatment of Non-Responsive Accounts*

When an account does not respond to initial outreach, Cedars continues activity in accordance with established contact standards rather than allowing the account to stagnate. Non-responsive accounts are reviewed for contact-ability issues, data limitations, or routing into enhanced contact-ability workflows. Activity remains structured, compliant, and fully documented. Accounts progress through defined workflows until one of the following occurs:

- Resolution
- City-authorized hold or recall
- Transition into an alternate, City-approved treatment path

#### *Documentation and City Visibility*

Cedars maintains a *complete, time-stamped account history* capturing all contact attempts and outcomes across every channel. Written notices, telephone calls, supplemental messages, and resident responses are documented in a single account record. Through *CollectCo™*, City staff can review activity histories, confirm compliance with contact frequency rules, and quickly understand the status of any

account without ad-hoc requests or additional explanation. Our documentation supports low-burden oversight and confidence in program execution.

*Professional Standards and Reputation Protection*

Cedars' contact standards are designed to safeguard the City of Coalinga's reputation and its relationship with the community. Communications emphasize professionalism, clarity, and respect at every stage. Aggressive, excessive, or coercive tactics are prohibited. Escalation boundaries, dispute handling, credit reporting, and legal action are governed by separate City-controlled policies addressed elsewhere in this proposal. Contact standards remain focused on ethical engagement, consistent execution, and defensible compliance.

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Manual research is applied selectively based on account characteristics and likelihood of resolution, ensuring resources are focused where they will have the greatest impact.

#### *Integration with Active Servicing*

When updated contact information is identified through skip tracing, the account is immediately returned to active servicing. Outreach resumes using the strongest available channels allowed under the program, and all new data is reflected in the account record.

Invalid data (such as disconnected numbers or bad addresses) is suppressed so it is not repeatedly reused, preventing repetitive failures and improving overall efficiency across the inventory.

#### *Documentation and City Visibility*

All skip tracing activity is documented within the account history, including when data enhancement occurred and what type of contact information was updated. This ensures skip tracing activity is fully transparent and supports City oversight without requiring manual explanations or special reporting requests. City staff are able to see the impact of skip tracing efforts through normal reporting and account visibility tools, including improved contact outcomes and renewed account activity.

#### *Coalinga's Portfolio Adaptation*

Coalinga's receivables include accounts that may be resident-facing, intermittent, or aged, with contact ability as a key driver of recovery. Cedars' skip tracing practices are designed to address these realities by improving data quality early, re-engaging non-responsive accounts, and ensuring no portion of the portfolio remains inactive due solely to outdated contact information.

By embedding skip tracing directly into the collection lifecycle, Cedars supports steady progress across both backlog and forward-flow placements while keeping City involvement minimal and preserving professional, respectful engagement with account holders.

### **10.5 Data Transfer and System Integration**

Cedars' data transfer and system integration approach is designed to ensure *accurate, timely, and low-burden exchange of information* between the City of Coalinga and Cedars throughout the life of the contract. Our integration model supports both one-time backlog placements and ongoing forward-flow activity, while maintaining clean reporting, audit-ready documentation, and minimal administrative effort for City staff.

The City retains full ownership of its data at all times. Cedars' role is to receive, process, update, and return information associated with collection activity in a manner that is secure, predictable, and easy for the City to manage.

#### *Placement File Acceptance and Intake Controls*

Cedars supports automated and manual placement file transfer and works with the City's existing systems to establish a transfer method and file structure that fits the City's operational environment. Placement files are mapped and tested during implementation to ensure all required fields are captured accurately and consistently across account types.

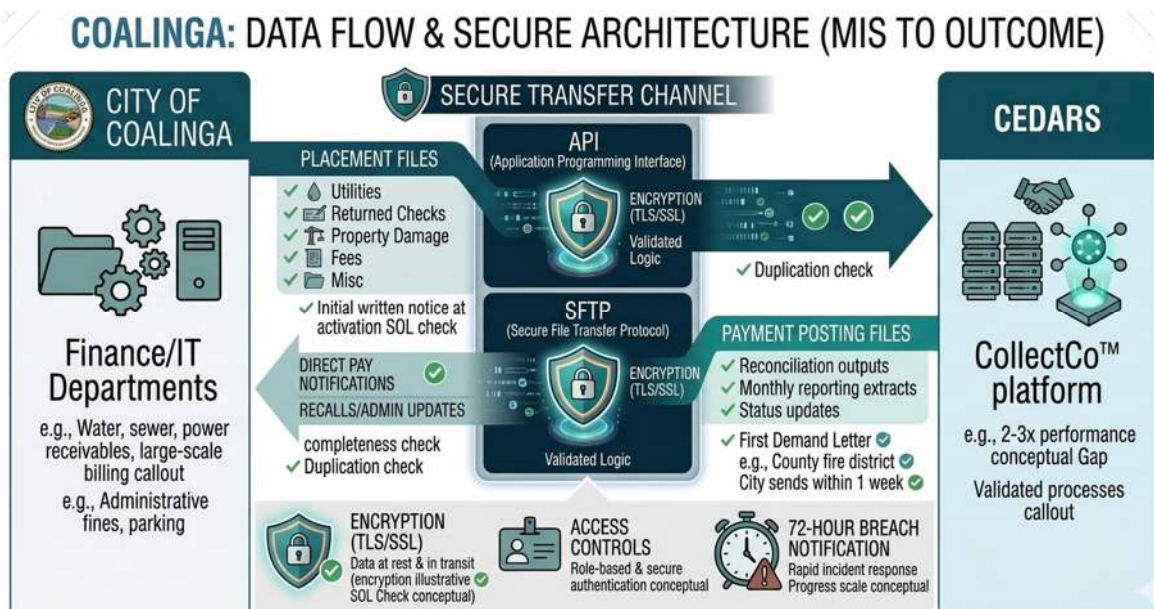
Each placement file is logged upon receipt, and record counts and identifiers are validated to support City reconciliation and inventory control. This allows City staff to confirm that accounts sent for collection are activated accurately and without data loss or duplication.

*Secure Transfer Methods*

Cedars supports secure electronic data exchange using industry-standard methods commonly used in municipal programs, including:

- *Secure File Transfer Protocol (SFTP)*
- *API-based integration, where appropriate*
- *Our CollectCo™ Client Portal for controlled file uploads and downloads*

Any pertinent or additional methods are selected collaboratively with the City based on technical preference, system capabilities, and volume considerations. All transfers are designed to minimize manual handling and support repeatable, scheduled exchanges.



*File Mapping and Field-Level Alignment*

During implementation, Cedars works with City staff to map inbound and outbound file layouts. File mapping confirms how each data element is used within Cedars’ system and ensures reporting outputs align back to the City’s source data.

Common mapping elements include:

- Account identifiers and department/source codes
- Original balance, current balance, and fee components
- Account status and activity dates
- Placement and recall indicators

*Ongoing Data Updates and Status Feeds*

Cedars supports recurring data updates to keep account status current and transparent. This includes:

- Placement acknowledgements
- Payment posting updates

- Status changes (active, hold, closed, returned)
- Recall confirmations

Updates can be transmitted via scheduled outbound files or made available through secure access tools, depending on City preference. Our structure ensures City staff can rely on regular, predictable updates rather than ad-hoc requests.

#### *Direct Pay Posting and City-Received Payments*

When payments are received by the City, the City forwards payment information and notifies Cedars within the required timeframe. Cedars supports posting these payments promptly using defined update files or notifications so balances, statuses, and reporting reflect current activity.

This consistently prevents duplicate outreach, maintains accuracy in account activity, and ensures City reports reflect a single source of truth without requiring manual intervention or follow-up.

#### *Exception Handling and Data Corrections*

Cedars maintains defined procedures for handling data exceptions, such as incomplete records, invalid values, or transmission errors. Exceptions are flagged and resolved through established communication paths rather than being silently worked or ignored. Our approach prevents problems from compounding later in the process and reduces the need for City staff to investigate discrepancies after the fact.

#### *Integration Support During Contract Term*

Cedars continues to support integration needs throughout the contract term, including:

- Adjustments to file formats due to system changes
- Support for additional receivable types added by the City
- Volume changes related to backlog or increased placements

All integration support is provided as part of Cedars' standard service model, with no additional cost to the City.

#### *Relationship to Reporting and City Visibility*

The data transfer framework described above supports the reporting and visibility tools addressed in later sections of this proposal. Clean integration ensures that reports, dashboards, and portal views reflect accurate, timely information without requiring supplemental explanations or manual reconciliation by City staff.

Please view Section 10.6 Payments via [CollectCo™](#) Consumer Portal on the following pages.

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## 10.8 Dispute Resolution

### *Dispute Intake and Immediate Safeguards*

Cedars treats disputes as a controlled, time-sensitive workflow designed to protect the City's reputation, ensure account accuracy, and keep the portfolio moving without creating extra work for City staff. When a resident or business questions a balance, responsibility, or any aspect of the account, our priority is to pause the right activity, confirm facts, and provide a documented outcome that is clear to both the consumer and the City.

Disputes may be received through any channel: phone, written correspondence, or online tools. Regardless of how the dispute is received, we immediately record it in the account history and apply an appropriate hold so the account does not continue along a standard outreach path while the issue is reviewed. Our pause-and-review approach supports professional, respectful interactions and helps prevent disputes from becoming reputational events.

### *Investigation and City Touchpoints (Low-Burden by Design)*

Once a dispute is logged, Cedars follows a consistent internal sequence: *acknowledge, investigate, resolve, document*. We acknowledge receipt promptly and begin investigation using the account record, payment history, documented communications, and any placement support data already available.

When a dispute can be resolved using existing information, Cedars issues a documented response and updates the account status accordingly. When an issue requires City confirmation or source documentation, Cedars routes a clear, consolidated request to the City's designated contact rather than generating multiple piecemeal questions. This keeps City involvement limited to defined decision points and prevents dispute handling from turning into a daily administrative task.

### *Dispute Outcomes and Portfolio Continuity*

Dispute outcomes are handled through clear, defensible dispositions so the City always knows what happened and why. If the obligation is confirmed, the account returns to active servicing with the dispute notes and resolution fully documented. If a balance requires correction, Cedars updates the account record and ensures the revised balance is reflected going forward. If City direction is to close, recall, or administratively hold the account, Cedars executes that instruction promptly and documents the action taken and the reason. Our approach ensures disputes do not cause accounts to stall unnecessarily and that the overall inventory continues progressing in an orderly way.

### *Timeliness Tracking and Performance Visibility*

Cedars manages dispute timelines as a performance standard and tracks dispute responsiveness as part of quarterly performance reporting. At a minimum, we measure time to acknowledgement and time to resolution (or time to documented response when additional documentation is required). This keeps dispute responsiveness visible and measurable rather than informal or inconsistent.

### *Documentation Discipline and Audit Readiness*

Documentation discipline is central to our dispute process. Cedars maintains accurate records of dispute receipt, the steps taken to investigate, any City communications associated with the dispute, and the final disposition. These records remain available for City review and support audit readiness throughout the program lifecycle.

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Finally, our dispute process is designed to remain reputation-safe. Communications stay professional and respectful, and disputes do not trigger unstructured escalation or inconsistent messaging. When a dispute indicates a broader trend (for example, recurring confusion tied to a particular account type), Cedars flags it internally and addresses it through workflow adjustments or coaching so the program improves over time without increasing burden on City staff.

### 10.9 Compliance and Data Security

Cedars operates a *compliance-first, security-driven program* designed specifically for municipal receivables and public-sector accountability. We recognize that the City of Coalinga is entrusting Cedars with sensitive financial, personal, and payment-related information, and we maintain disciplined controls to ensure data is protected, activity is lawful, and program execution remains transparent and audit-ready at all times.

Our compliance and security framework is structured to protect the City, safeguard residents and businesses, and support defensible operations through documented policies, trained personnel, and continuous oversight.

#### *Compliance Governance*

Cedars' operations are governed by a formal compliance management system supported by written policies, role-based procedures, training, and supervisory review. Collection activity complies with all applicable *federal, California, and local requirements*, including but not limited to:

- Fair Debt Collection Practices Act (FDCPA)
- CFPB Regulation F
- California Consumer Privacy Act / CPRA
- Fair Credit Reporting Act (FCRA)
- Telephone Consumer Protection Act (TCPA), where applicable

Compliance is embedded into daily operations—not treated as a standalone policy function. This includes controlled communication practices, proper disclosures, documented account activity, and defined escalation procedures. Actions requiring City approval—such as legal escalation, settlements, or credit reporting—are system-gated and *cannot proceed without written City authorization*. Cedars maintains a culture of accountability, and compliance performance is monitored continuously through supervisory reviews, quality assurance checks, and management oversight.

**Data Security Controls and Safeguards**

Cedars maintains administrative, technical, and physical safeguards designed to protect the *confidentiality, integrity, and availability* of City of Coalinga data. Our security posture aligns with public-sector risk management expectations and includes:

- Encryption of data in transit and at rest
- PCI-DSS-compliant payment processing
- SOC 2 Type II-aligned controls or equivalent independent security assurance
- Role-based access controls, ensuring City data is accessible only to authorized personnel
- Secure data exchange using SFTP, secure portals, or API-based integrations, as applicable

System access is monitored and logged, and credentials are managed under least-privilege principles to minimize exposure risk.

**Clean Desk Policy and Physical Security**

Cedars enforces a strict *Clean Desk Policy* as part of its physical security controls. Employees are prohibited from leaving sensitive information: including City records, consumer data, or payment information; unsecured at workstations or in shared areas.

At the end of each workday and during unattended periods:

- Physical documents are secured or properly disposed of using approved shredding procedures
- Workstations are locked
- No City or consumer data is left visible or accessible

These controls are reinforced through onboarding, annual training, and management enforcement to prevent unauthorized access or accidental disclosure.

**Incident Response and 72-Hour Notification**

Cedars maintains an incident response posture designed to identify, contain, and remediate security events involving City data. In the event of a data breach or security incident involving City data, Cedars provides notice to the City within 72 hours, cooperates fully with investigation and mitigation efforts, and bears all costs associated with required notifications, credit monitoring (if applicable), and remediation.

**CORPORATE COMPLIANCE FRAMEWORK**



Our incident response process is designed to be practical and City-supportive. We establish clear City notification contacts during implementation so that if an issue occurs, communication is immediate, coordinated, and consistent.

*Data Ownership, Audit Rights, and Record Retention*

All data provided by the City, and all data generated or maintained by Cedars in connection with the program, remains the sole and exclusive property of the City. Cedars does not sell, share, disclose, or use City data for any purpose other than performance of services without the City’s prior written consent.

The City retains audit rights over records, systems, and processes related to services provided under the agreement, and Cedars provides access to relevant records and personnel upon reasonable notice. Cedars maintains accurate records of correspondence, documents, accounting records, transactions, and related evidence for at least 7 years, and makes records available to the City upon request.

*Subcontracting Controls*

To preserve accountability and data integrity, Cedars does *not subcontract any portion of the City’s program* and does not plan to do so. No subcontracting may occur without the City’s prior written consent. All services are performed directly by Cedars staff under Cedars’ compliance, security, and oversight framework.

## LAYERED DATA SECURITY & PROTECTION



## 11.0 FEE PROPOSAL

Cedars proposes a *simple, contingency-only fee structure* aligned to the City's program requirements: the City incurs *no cost for standard collections activity*, and Cedars is compensated *only when funds are successfully collected*. Agency fees are collected from the debtor as part of the program structure, and remittances are supported with clear, reconciliation-ready detail

### *Contingency Fee Rates*

Cedars proposes the following contingency rates for this program:

- **23% contingency fee** for the City's *initial/backlog placements*
- **30% contingency fee** for *ongoing forward-flow placements*

Cedars' contingency fee is calculated as a percentage of amounts collected and is deducted from collections prior to remittance, with fee calculations and net remittances clearly itemized.

### *What's Included — No Surprise Add-Ons*

The contingency fee includes all standard services required to perform the work, with *no additional charges* for normal operating components of a municipal collections program.

Included services encompass:

- *Account onboarding and activation* (placement intake, data validation, setup by account type)
- *Correspondence and notices* (standard collection letters and required notices)
- *Inbound and outbound collections activity* (calls, letters, and compliant electronic outreach where permitted)
- *Payment processing administration* (acceptance, posting, and reconciliation support)
- *Secure data exchange* (SFTP/FTPS/secure portal methods as established during implementation)
- *Monthly reporting and remittance detail* suitable for finance reconciliation and oversight
- *Annual fiscal-year summary reporting support* consistent with the City's reporting cadence and needs
- *Dispute/validation handling and documentation controls* consistent with program procedures
- *Client portal access* for account visibility and report retrieval

### *Legal Action Fees (If Authorized)*

Legal action is not part of standard collections activity and is pursued only when authorized in writing. Where legal action is authorized, Cedars applies a **34% legal contingency fee** to amounts recovered through legal action (applies only to legal recoveries).

Any required court costs and filing-related expenses (if applicable to an approved action) are treated as *pass-through court costs*. Cedars does not mark up these costs, and the City retains full control over whether to proceed on any account proposed for legal action. More information regarding Legal Action Fees is discussed in [12.1 Legal Action \(If Authorized\)](#).

### *Other Charges*

Cedars does *not* charge additional fees for standard program components (implementation support, portal access, reporting, routine servicing, or customer service). Any non-standard costs outside the normal scope would be disclosed in advance and would not be incurred without City direction and approval. Any convenience fees may be passed through to the debtor where permitted/disclosed.

## 12.0 ACCOUNT BALANCE THRESHOLD

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Accounts below this threshold are not actively worked unless otherwise directed by the City. The City may revise the threshold at any time, and Cedars will implement any changes promptly and without disruption.

### 12.1 Legal Action (If Authorized)

Cedars does not pursue legal action as part of routine collection activity. Legal action is a *City-controlled option* and is undertaken only after pre-legal efforts are exhausted and *prior written authorization* is received from the City of Coalinga.

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When authorized, Cedars coordinates legal activity through vetted creditor's-rights attorneys and manages documentation, status tracking, and communication on the City's behalf. All filing decisions remain subject to City approval.

Authorized legal collections in California government matters are subject to a *34% contingency fee*, applied only to amounts recovered and paid by the debtor. Required court filing fees and court costs are *pass-through expenses* assessed by the court, not marked up by Cedars, and typically range from \$225 to \$435 *per case*, depending on claim size.

Cedars does not initiate legal proceedings or accept compromise settlements without the City's written consent. Accounts not approved for legal escalation continue through standard, non-litigation collection processes as permitted.

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*Remittance Documentation*

Each remittance is accompanied by *detailed, transaction-level documentation* that allows the City to trace:

- Individual payments
- Associated debtor accounts
- Dates posted and applied
- Gross amounts collected
- Fees assessed
- Net remittance totals

All remittance records align with account activity and are maintained in Cedars' secure system. Authorized City users may access remittance detail, account history, and supporting reports through the *CollectCo™* Client Portal.

#### *Direct Pay and Reconciliation Support*

Where payments are made *directly to the City* after accounts have been referred to Cedars, the City may report those payments to Cedars for reconciliation. Cedars will update account balances accordingly to prevent duplicate collection activity and ensure accurate reporting. Cedars' reconciliation framework is designed to support clear month-end review, internal controls, and audit readiness. Standard reports, consistent formatting, and documented account histories allow City staff to reconcile activity efficiently without the need for ad-hoc research or manual tracking.

#### *City Visibility and Audit Readiness*

All remittance, reconciliation, and adjustment activity is fully documented and retained in an *audit-ready format*. The City of Coalinga maintains real-time visibility into collections and remittances through secure portal access, supporting ongoing oversight, transparency, and confidence in program execution.

## 14.0 KEY DIFFERENTIATORS

Cedars' approach to municipal collections is built around the understanding that public-sector receivables require a higher standard of care, accountability, and transparency than traditional commercial portfolios. Our services are structured to balance recovery performance with professionalism, compliance, and public trust. The following elements distinguish Cedars from other collection agencies and reflect why cities, counties, and California state agencies consistently select Cedars as a long-term partner.



### PLEDGE

Cedars begins every public-sector engagement with a clear pledge: *act in the City's best interest at all times*. This means protecting the City's reputation, applying recovery tools responsibly, and ensuring that every action taken on an account reflects the professionalism expected when working on behalf of a government entity.

Our pledge is supported by defined collection thresholds, City-controlled escalation points, and disciplined oversight. Cedars does not pursue aggressive or unnecessary actions simply to increase short-term recoveries. Instead, we focus on sustainable recovery outcomes that align with City policy, financial objectives, and community expectations that match our message: *"Putting People First."*



### MISSION STATEMENT

Cedars' mission is to serve as a *low-touch, high-accountability extension of the City's finance function*. Our services are designed so City staff are not required to manage daily collection activity, respond to routine resident inquiries, or reconcile inconsistent data from multiple sources.

This is achieved through standardized intake processes, clearly defined workflows, self-service consumer tools, and predictable reporting. Cedars manages execution, documentation, and consumer interaction, while the City maintains oversight and control at key decision points. Our model allows municipalities like Coalinga to re-establish and maintain collections efficiently without increasing internal workload.

Cedars has a distinct and proven track record supporting *California state agencies, counties, municipalities, utilities, and special districts*, ranging from large-scale statewide programs to smaller city portfolios. Our ability to scale services while maintaining consistent standards ensures that both large and small public agencies receive the same level of professionalism, transparency, and control.



### COMMUNICATION

One of Cedars' primary service differentiators is our *structured omnichannel engagement system*, designed specifically for public-sector portfolios. Cedars combines written correspondence, telephone outreach, and secure digital engagement to improve contact ability and resolution while maintaining professional, respectful communication standards.

Channels are applied strategically rather than indiscriminately, with clear governance over frequency, tone, and messaging. This allows residents and businesses to engage in ways that are most convenient

for them, while ensuring the City’s receivables are handled consistently and appropriately across all account types.



**TRANSPARENCY**

Cedars differentiates itself by providing transparency at both the *City level* and the *consumer level* through the *CollectCo™* platform. Our dual-portal structure improves resolution rates while significantly reducing administrative burden on City departments.

- *CollectCo™ Client Portal Access:* Authorized City users have secure, real-time access to account activity, payment history, status updates, and reporting outputs. This visibility reduces the need for ad hoc status requests and allows City staff to quickly answer internal or external questions.
- *CollectCo™ Consumer Portal Access:* Residents and businesses can securely view balances, make payments, establish payment plans where permitted, download receipts, and submit inquiries without contacting City staff.

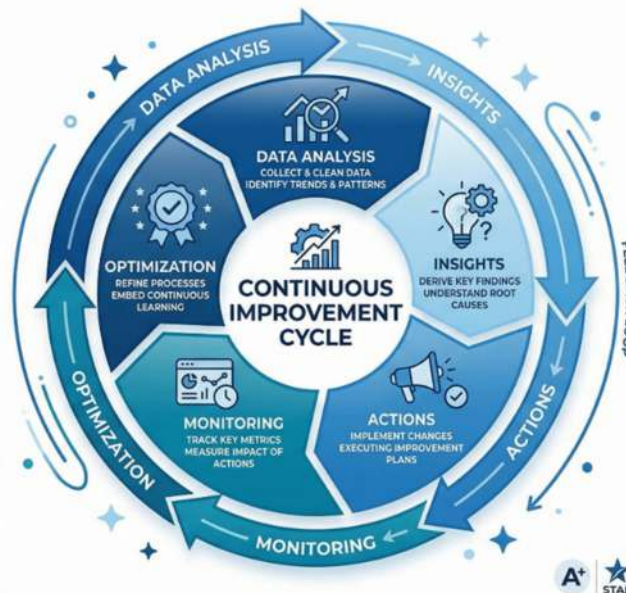


**COMPLIANCE & SECURITY**

Cedars’ compliance framework is reinforced through *Cedar University*, our formal training and annual recertification program. All staff assigned to municipal and government portfolios complete role-based training covering applicable laws and regulations, data privacy requirements, documentation standards, and professional communication specific to public-sector collections.

Training is tracked, tested, and reinforced through ongoing evaluation and refresher courses. This ensures compliance requirements are actively applied in day-to-day operations and that staff remain current as laws, regulations, and City policies evolve. Cedars employs AI-assisted monitoring tools in combination with live supervisory oversight to maintain consistent quality and compliance across all collection activity. Calls are recorded and reviewed for accuracy, tone, and potential compliance risks, allowing supervisors to identify issues early and provide targeted coaching.

Our proactive oversight model goes beyond traditional end-of-month audits. It strengthens quality control, reduces complaint risk, and ensures that communications remain professional and aligned with City expectations throughout the lifecycle of an account.



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

**Subject:** Adopt Resolution No. 4322 Approving an Emergency Declaration Regarding the Repair of a 2-Inch Steel Gas Line Located on Elm Ave  
**Meeting Date:** Thursday, May 21, 2026  
**From:** Sean Brewer, City Manager  
**Prepared by:** Jesse Barron, Assistant City Manager

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**I. RECOMMENDATION:**

Adopt Resolution No. 4322 approving an emergency declaration regarding the repair of a 2-inch steel gas line located on Elm Ave.

**II. BACKGROUND:**

While performing construction work along E. Elm Street, a Cal Trans contractor encountered gray soil, indicating a potential gas leak. City crews responded to investigate and discovered an old buried vault containing a small leak on the service line connected to the main gas line feeding West Hills College.

The leak is located at the threaded connection of the 2-inch steel service line connect to the valve. To properly correct the issue, the valve and associated piping must be replaced. The repair will require plugging the line and creating a temporary bypass within the system in order to safely weld and install a new valve and eliminate the leak.

Contractor Herman Weissker, who specializes in this type of hot work and gas system repair, was contacted and has confirmed they are able to perform the necessary work.

**III. DISCUSSION:**

Herman Weissker has been selected to perform the emergency repair due to the fact that company has already given quotes to the City for valve replacement, and the urgency of the needed repair. The pricing has been acceptable and the firm specializes in constructing temporary bypass lines and repairs on gas systems that are live, minimizing impact to users.

**IV. ALTERNATIVES:**

- Approve the Emergency Resolution (Recommended)
- Deny the emergency request and instruct staff to go through with the RFP/RFQ process. (Not Recommended)

**V. FISCAL IMPACT:**

The cost of the emergency repair is estimated not to exceed \$12,000 and will be taken out of the Gas Enterprise Fund.

There will be no impact to the general fund.

**ATTACHMENTS:**

File Name	Description
☐ Resolution_No_4322_Emergency_Declaration_2-inch_Gas_Line_05_21_26.pdf	Resolution No. 4322

**RESOLUTION NO. 4322**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA APPROVING AN EMERGENCY DECLARATION REGARDING THE REPAIR OF A 2-INCH STEEL GAS LINE LOCATED ON ELM AVE.**

**WHEREAS**, safe, reliable, and well-maintained gas line infrastructure is fundamental to the public health, safety, economic vitality, and overall quality of life of residents in City of Coalinga, particularly in small and rural communities; and

**WHEREAS**, the City of Coalinga owns and operates public utility infrastructure necessary to protect the health, safety, and welfare of the community; and

**WHEREAS**, the City has identified a failure and/or hazardous condition involving a 2-inch steel gas line located on Elm Avenue within the City of Coalinga; and

**WHEREAS**, the damaged gas line presents an immediate threat to public health, safety, and property due to the potential for gas leakage, fire, explosion, interruption of service, and other associated hazards; and

**WHEREAS**, the City Council finds that immediate action is necessary to restore safe and reliable operation of the gas system infrastructure and to protect life, health, property, and essential public services; and

**WHEREAS**, California Public Contract Code Section 22050 authorizes a public agency, by four-fifths vote, to repair or replace a public facility without complying with competitive bidding requirements when emergency action is necessary to respond to an emergency; and

**WHEREAS**, the City Council finds that the emergency condition will not permit the delay resulting from a competitive solicitation process and that immediate procurement of labor, equipment, materials, and services is necessary; and

**WHEREAS**, the City Council desires to authorize the City Manager, Assistant City Manager, Director of Public Works, or their designees to take all actions necessary to complete the emergency repair of the 2-inch steel gas line.

**WHEREAS**, robust and independent oversight mechanisms—including citizen oversight, fiscal audits, and transparency requirements—are critical to ensuring that all transportation revenues are used exactly as voters intend, safeguarding public trust and accountability; and

**WHEREAS**, the 30-year measure includes formal evaluations at each 10-year interval to assess whether transportation investments are meeting identified local and countywide needs, to measure performance against adopted outcomes, and to evaluate and respond to changing transportation demands identified by cities and local jurisdictions, while remaining consistent with voter-approved intent; and

**WHEREAS**, sustained, locally directed transportation investment is essential to improving emergency response times, reducing traffic injuries and fatalities, supporting economic development, and ensuring safe, accessible mobility for all residents of Fresno County.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT RESOLVED** by the City Council of the City of Coalinga, that the city hereby adopts the following to be effective immediately and throughout the duration of the Public Works emergency (2-inch Steel Gas Line):

1. All of the foregoing recitals are true and correct and are incorporated herein.
2. The Council finds on the basis of the foregoing, including all matters incorporated by reference in the foregoing, that a gas line emergency is facing the city such that the time requirement for the notice and advertisement for public bids would preclude timely action by the city to complete the 2-inch Steel Gas Line repair.

3. The City Council finds that due to the gas line emergency, pursuant to Public Contract Code§ 22035, public bidding to let contractors for 2-inch Steel Gas Line repair will not be given.
4. The Council shall review the above emergency action pursuant to the requirements for Public Contract Code§ 22050(c).
5. This Resolution is effective immediately upon this adoption.

I hereby certify that the foregoing resolution was duly passed and adopted by the City Council of the City of Coalinga at a regular meeting on this **21<sup>st</sup> day of May, 2026**, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

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Nathan Vosburg, Mayor

ATTEST:

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Shannon Jensen, City Clerk

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

**Subject:** Receive Presentation and Accept Employee Cost Allocation Results  
**Meeting Date:** Thursday, May 21, 2026  
**From:** Sean Brewer, City Manager  
**Prepared by:** Jesse Barron, Assistant City Manager

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**I. RECOMMENDATION:**

City Council receive presentation and accept the employee cost allocation results.

**II. BACKGROUND:**

Periodic employee cost allocation studies are necessary for employees with time allocated to more than one department because over time, roles and needs change. A cost allocation study was requested out of concern for adjustments needed for some employees.

**III. DISCUSSION:**

The significant changes in annual employee cost allocation are:

1. \$124,000 shifted away from the natural gas enterprise (14% of employee cost)
2. \$111,000 shifted away from the water enterprise (7% of employee cost)
3. \$122,000 shifted to the general fund (1.5% of employee cost, including police and fire)

The report includes an Excel-based model that city staff can use to review and adjust employee cost allocations in the future.

**IV. ALTERNATIVES:**

Do not adjust allocations.

**V. FISCAL IMPACT:**

The net fiscal impact to the city overall is zero; however, the results of the study shift cost allocations between departments.

There will be no fiscal impacts at this time. Any adjustments will be prepared in future budget adjustments.

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> Cost_Allocation_Report_May_2026_FINAL.pdf	Cost Allocation Report

## Employee Cost Allocation Study for City of Coalinga

May 2026

### Purpose

The purpose of this employee time allocation study is to review and update the existing allocations of employees, where their time is allocated between two or more departments within the City. This exercise is applicable to employees that have varied focuses, from the City Manager, with responsibilities for all departments, to public works employees that work across the multiple task areas such as water, sewer, natural gas, and streets. This study does not apply to employees that have a single focus, such as fire and police staff. The result of this work is to reallocate, where needed, cost allocation of employee time to the departments in which they work, such that the cost allocation is proportional to the time worked. Of consequence, is the extent of shift between the enterprise funds, which are based on utility rates, versus the general and special funds, which are based on taxes and other sources of revenue. This work was conducted attempting to be non-biased regarding shifting cost burden between rate-based and tax-based funds within the city.

### Approach

The study included reviews of 37 employees that have time allocated to two or more departments, or more specifically two or more revenue sources, up to a maximum of eight departments, as follows.

#### General Fund Related

1. General Fund
2. Community Development

#### Special Funds

3. Streets (Gas Tax)
4. Coalinga Successor Agency (Former RDA)

#### Enterprise Funds

5. Water
6. Sewer
7. Natural Gas
8. Sanitation (Refuse)

Each employee's time is allocated based on percentages assigned to the departments to which they provide services, which is always at least two departments to necessitate determination of an allocation. Of importance is the percentage allocations as they relate to other allocations for a given employee, secondary to the allocations as they apply to a given department. This is because, for many job tasks, it is impossible to know the exact time allocated without imposing burdensome time-use studies on individual employees. Additionally, time studies can be inaccurate because many employees have idle time between responsibilities simply because they must be available to perform a task when it is needed. Finally, for customer services and finance department employees, many tasks apply across department areas such as city accounting and billing together for water, sewer, natural gas and refuse.



The approach for the city hall positions such as finance, customer services, human resources, public works administration, and the City Manager's office (general management) was to interview the City Manager and Finance Director to review the existing allocations for each city hall employee to determine if the existing allocations remain a reasonable representation of how time is spent. Informal interviews were also conducted with some employees.

The approach to public works was based on tasks. The parameters used to do the allocations are as follows:

- Four enterprise areas
  - Water
  - Natural Gas
  - Sewer
  - Streets
- 24 tasks, each assigned to an enterprise
- 13 public works employees performing tasks
- 187 productive workdays per employee per year

The specific allocations for public works are shown in Attachment 1. These were developed through a group meeting with public works staff followed by a focused discussion with the public works supervisor. The purpose was to ensure all major tasks performed were included, to estimate the time involved, and then, importantly, to consider times required relative to other tasks. The allocation matrix in Attachment 1 allows for time to be allocated either in terms of days per each week (x 52) or day per every month (x 12), or days per year, which is helpful based on the varied timing for tasks performed by public works. The result is to account for 2,431 workdays per year contributed from the 13 employees.

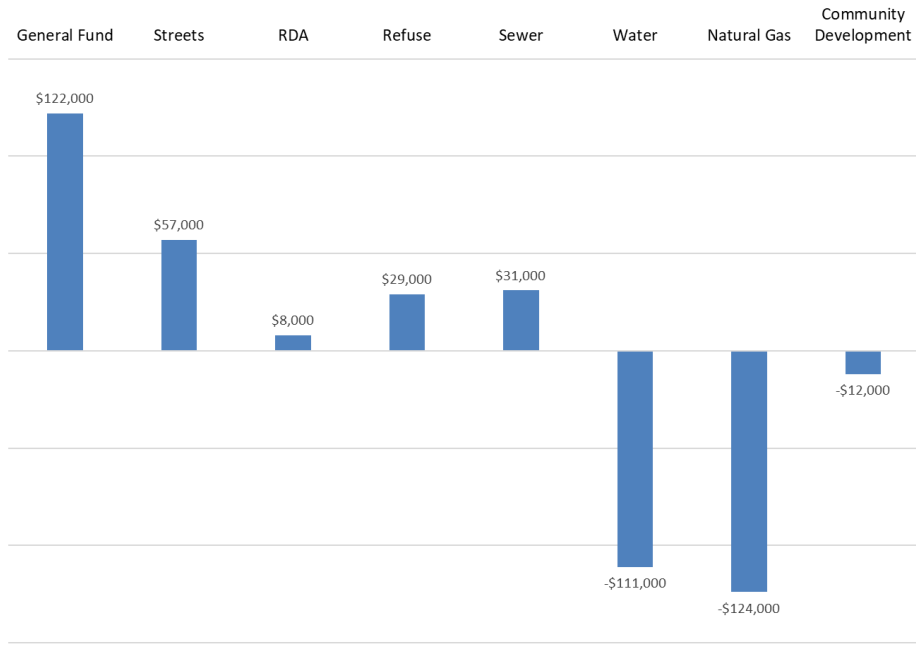
## **Results**

The results for all employees are shown in Attachments 2 and 3. Attachment 2 shows results on a percentage basis for each employee for each department, from left to right, first the existing percentages, then the proposed percentages, and then, for ease of comprehension, changes where they occurred. Existing and proposed allocations must total 100 percent. Changes must net to zero. To quantify the dollar impact of the changes, each employee's salary and benefits compensation must be applied to the percentage changes in each department allocation. This is done in Attachment 3. The combined results by department are shown in the bar charts on the next page.

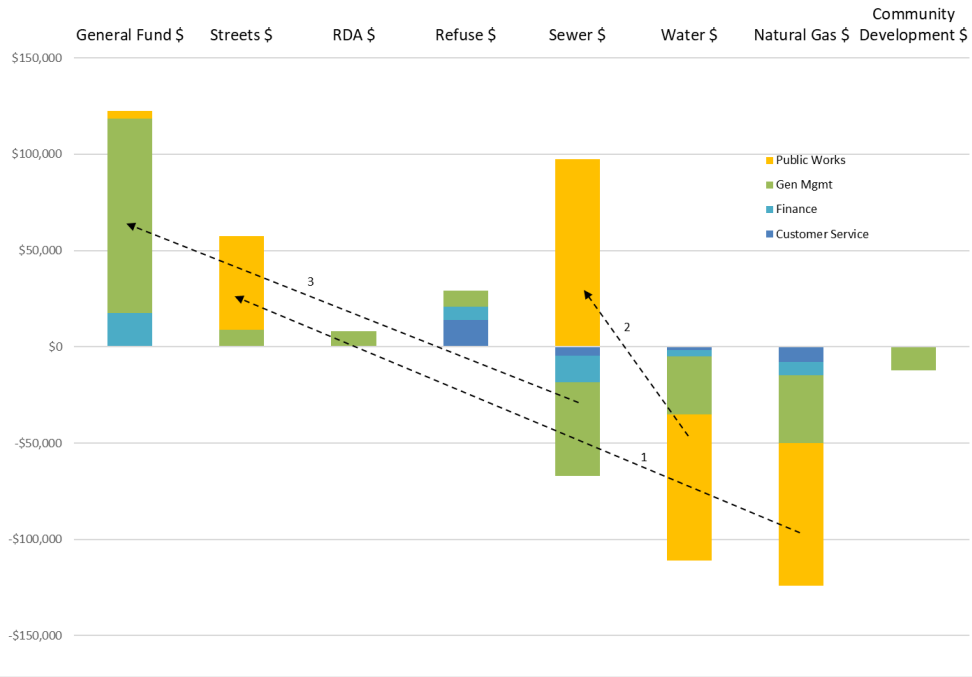
The shift away from natural gas is driven primarily by public works employees shifting from natural gas to streets (Arrow #1). The shift from water to sewer is driven by a correction for one employee assigned to incorrectly to water because responsibilities have changed. (Arrow #2). The shift toward the general fund is driven by combined reallocations away from the enterprise funds (Arrow #3). The data is shown below the bar chart.



Proposed Changes in Employee Cost Allocation



Detail of Changes to Employee Cost Allocations



	General Fund \$	Streets \$	RDA \$	Refuse \$	Sewer \$	Water \$	Natural Gas \$	Community Development \$
Finance	\$16,149	\$0	\$0	\$6,459	-\$12,919	-\$3,230	-\$6,459	\$0
City Manager	\$93,716	\$8,269	\$7,605	\$7,673	-\$44,945	-\$28,064	-\$32,736	-\$11,518
Public Works	\$3,720	\$45,097	\$0	\$0	\$90,511	-\$70,458	-\$68,870	\$0
Customer Serv	\$0	\$0	\$0	\$12,963	-\$4,324	-\$1,452	-\$7,187	\$0
<b>Grand Total</b>	<b>\$113,584</b>	<b>\$53,366</b>	<b>\$7,605</b>	<b>\$27,096</b>	<b>\$28,323</b>	<b>-\$103,203</b>	<b>-\$115,253</b>	<b>-\$11,518</b>



**Attachment 1**

**City of Coalinga Public Works Employee Time Allocations**

Area	Tasks	Days per Every Week	wks/yr	Days per Every Month	mos/yr	Days per Year	Person Count	Days per Year	Comments
Water	Meter Reading Initial		52	6	12		1	72	
Gas	Meter Reading Initial		52	6	12		1	72	
Water	Meter Rereads		52	5	12		1	60	
Gas	Meter Rereads		52	3	12		1	36	
Water	Shut Offs / Reinstate		52	8	12		1	96	
Gas	Shut Offs / Reinstate		52	3	12		1	36	
Water	New Service / Disconnect	4	52		12		0.5	104	
Gas	New Service / Disconnect	4	52		12		0.5	104	
Water	Leaks and Meter Replace	4	52		12		2	417	
Gas	Leaks and Meter Replace	3	52		12		2	313	
Gas	Leaks Distribution		52		12	4	4	16	2 leaks x 2 day each x 4 guys
Gas	Leak detection		52		12	15	2	30	15 days and two guys
Gas	Cathodic Survey		52		12	3	1	3	Supervision of survey
Gas	PHMSA Gas Safety Items		52	2	12		1	24	Odorization, Pressure, Patrolling
Water	Hydrants		52	1	12		2	24	
Water	Back Flow Maintenance		52		12	22	1	22	
Water	Leaks Transmission		52		12	6	4	24	2 leaks x 3 days each x 4 guys
Water	Leaks Distribution		52		12	12	4	48	6 leaks x 2 days each x 4 guys
Streets	Sidewalk Repair	1	52		12		2	104	
Streets	Crack Seal		52		12	66	3	198	Three months and 3 guys
Streets	Hole Repair	1	52		12		2	104	One day/wk and two guys
Streets	Street signs/stripping	1	52		12		2	104	
Sewer	Collection System Problems	2	52		12		2	209	
Sewer	Lift Station Maintenance	2	52		12		2	209	
								2,430	
								Goal:	<u>2,431</u>
								s/b 0:	-1

Results: Adjusted vs. Existing Public Works Employee Allocations				
Area	Allocation of Man-Days	Adjusted	Existing	Change
Water	867	36%	35%	1%
Gas	634	26%	35%	-9%
Sewer	417	17%	15%	2%
Streets	511	21%	15%	6%
	2,430	100%	100%	0%

Calculation of Total Public Works Days	
2,080	52 wks x 40 hrs/wk
-80	Less two weeks' vacation/sickness
<u>-130</u>	Less 13 holidays x 10 hrs/day
1,870	Productive hours/employee/year
<u>10</u>	Divide by 10 hrs/workday
187	Productive days/employee/year
<u>13</u>	13 employees
2,431	Total Public Works days/yr



Attachment 2

City of Coalinga Employee Time Allocation for Employees Working Across Departments		% Current										% Proposed										% Change									
		Employee										Department										0?									
		General Fund	Fire IGT	Gas Tax	RDA	Sanitation	Sewer	Water	Nat Gas	Community Devel	Total	General Fund	Fire IGT	Gas Tax	RDA	Sanitation	Sewer	Water	Nat Gas	Community Devel	Total	General Fund	Fire IGT	Gas Tax	RDA	Sanitation	Sewer	Water	Nat Gas	Community Devel	Total
Gen Mgmt	Brewer, Sean	17	5	7	0.3	28	29	14	100	30	10	10	20	20	20	10	100	100	100	13	-	-	5	3	0	8	9	4	0	-	
Gen Mgmt	Barron, Jesus		25			30	15	20	100	57	13	2	1	6	13	7	100	100	100	-	-	-	-	-	-	-	-	-	-	-	
Gen Mgmt	Jensen, Shannon	12	2	14	40	2	5	21	4	100	12	2	14	40	2	5	21	4	100	25	2	14	40	2	5	21	4	100	15		
Gen Mgmt	Garcia, Mercedes	70				30			100	95									100	25											
Gen Mgmt	Medina, Jessenia	7	20	6		30	15	15	7	100	7	20	6		30	15	15	7	100	25											
Gen Mgmt	Smith, Robert					10			90	100									100	-	-	-	-	-	-	-	-	-	-	-	
Gen Mgmt	Ibarra Gutierrez, Yaneth	75				25			100	100									100	25											
Gen Mgmt	Anderson, Kristine		25			30	15	20	10	100	20								100	20											
Gen Mgmt	Aguilar, Carisa	57	13	2	1	6	13	7	100	57	13	2	1	6	13	7	100	100	100	-	-	-	-	-	-	-	-	-	-	-	-
Gen Mgmt	Redding, Suzanne	57	13	2	1	6	13	7	100	57	13	2	1	6	13	7	100	100	100	-	-	-	-	-	-	-	-	-	-	-	-
Finance	Vang, Mai	15	5	5	1	19	30	25	100	20	5	5	3	15	29	23	100	100	100	5	-	-	-	-	2	4	1	2	-	-	
Finance	Echeagaray, Jacquelin	15	5	5	1	19	30	25	100	15	5	5	1	19	30	25	100	100	100	5	-	-	-	-	-	-	-	-	-	-	-
Finance	Accountant Vacant	15	5	5	1	19	30	25	100	20	5	5	3	15	29	23	100	100	100	5	-	-	-	-	2	4	1	2	-	-	
Finance	Bravo, Jamie	15	5	5	1	19	30	25	100	20	5	5	3	15	29	23	100	100	100	5	-	-	-	-	2	4	1	2	-	-	
Finance	Estrada, Christina	15	5	5	1	19	30	25	100	15	5	5	1	19	30	25	100	100	100	5	-	-	-	-	-	-	-	-	-	-	-
Customer Service	Gonzalez, Yasmin	15				1	19	35	30	100	15								100	-	-	-	-	-	-	-	-	-	-	-	-
Customer Service	Sanchez, Olga	20				5	20	25	30	100	20								100	-	-	-	-	-	-	-	-	-	-	-	-
Customer Service	Wright, Donna	15	5	5	1	19	30	25	100	15	5	5	3	15	29	23	100	100	100	-	-	-	-	-	-	-	-	-	-	-	-
Customer Service	Ramirez, Dayane	20				1	19	35	25	100	20								100	-	-	-	-	-	-	-	-	-	-	-	-
Customer Service	Garcia, Coira	50				1	14	20	15	100	50								100	-	-	-	-	-	-	-	-	-	-	-	-
Public Works	Deleon, Eric	3	7			10	40	40	100	6	15								100	3	-	-	8	-	-	7	4	14	-	-	
Public Works	Uribe, Anthony					60	40		100										100	-	-	-	-	-	-	-	-	-	-	-	-
Public Works	Ramsey, Eric	28	4	6		10	36	16	100	28	4	6		10	36	16	100	100	100	-	-	-	-	-	-	-	-	-	-	-	-
Public Works	Sorto, Ricardo	29	4	3		12	36	16	100	29	4	3		12	36	16	100	100	100	-	-	-	-	-	-	-	-	-	-	-	-
Public Works	Grabtree, Brad		15			15	35	35	100					17	36	26	100	100	100	-	-	-	6	-	-	2	1	9	-	-	-
Public Works	Garcia, Raul	10				5	40	35	100	10				5	40	35	100	100	100	-	-	-	-	-	-	-	-	-	-	-	-
Public Works	Griffin, Nathan		15			15	35	35	100					17	36	26	100	100	100	-	-	-	6	-	-	2	1	9	-	-	-
Public Works	Laso, Brandon		15			15	35	35	100					17	36	26	100	100	100	-	-	-	6	-	-	2	1	9	-	-	-
Public Works	Moreno, Joshua		15			15	35	35	100					17	36	26	100	100	100	-	-	-	6	-	-	2	1	9	-	-	-
Public Works	Ramirez, Martin		15			15	35	35	100					17	36	26	100	100	100	-	-	-	6	-	-	2	1	9	-	-	-
Public Works	Robles Castillo, Manuel		15			15	35	35	100					17	36	26	100	100	100	-	-	-	6	-	-	2	1	9	-	-	-
Public Works	Saldana, Eric		15			15	35	35	100					17	36	26	100	100	100	-	-	-	6	-	-	2	1	9	-	-	-
Public Works	Zamora, Jacob		15			15	35	35	100					17	36	26	100	100	100	-	-	-	6	-	-	2	1	9	-	-	-
Public Works	Zelenka, Kenneth		15			15	35	35	100					17	36	26	100	100	100	-	-	-	6	-	-	2	1	9	-	-	-
Public Works	Vargas, Dario		10			10	40	40	100					17	36	26	100	100	100	-	-	-	11	-	-	7	4	14	-	-	-
Public Works	Gomes, Matthew					100			100					80	20				100	-	-	-	-	-	-	80	80	-	-	-	-



Attachment 3

		Employee Cost Allocation Changes							
		\$ Cost Shift							
Department	Employee	General Fund	Streets	RDA	Refuse	Sewer	Water	Natural Gas	Community Development
Gen Mgmt	Brewer, Sean	\$ 35,490	\$ 13,650	\$ 8,190	\$ (819)	\$ (20,748)	\$ (23,751)	\$ (12,012)	\$ -
Gen Mgmt	Barron, Jesus	-	-	-	9,083	(18,165)	9,083	(9,083)	9,083
Gen Mgmt	Jensen, Shannon	-	-	-	-	-	-	-	-
Gen Mgmt	Garcia, Mercedes	26,156	-	-	-	-	-	(26,156)	-
Gen Mgmt	Medina, Jessenia	-	-	-	-	-	-	-	-
Gen Mgmt	Smith, Robert	-	-	-	-	-	-	11,996	(11,996)
Gen Mgmt	Ibarra Gutierrez, Yaneth	20,299	-	-	-	-	(20,299)	-	-
Gen Mgmt	Anderson, Kristine	18,980	(4,745)	-	-	(9,490)	4,745	-	(9,490)
Gen Mgmt	Aguilar, Carisa	-	-	-	-	-	-	-	-
Gen Mgmt	Redding, Suzanne	-	-	-	-	-	-	-	-
Finance	Vang, Mai	9,888	-	-	3,955	(7,910)	(1,978)	(3,955)	-
Finance	Echeagaray, Jacquelin	-	-	-	-	-	-	-	-
Finance	Accountant Vacant	3,786	-	-	1,514	(3,028)	(757)	(1,514)	-
Finance	Bravo, Jamie	3,718	-	-	1,487	(2,974)	(744)	(1,487)	-
Finance	Estrada, Christina	-	-	-	-	-	-	-	-
Customer Service	Gonzalez, Yasmin	-	-	-	4,614	-	-	(4,614)	-
Customer Service	Sanchez, Olga	-	-	-	-	-	-	-	-
Customer Service	Wright, Donna	-	-	-	3,581	(895)	(895)	(1,790)	-
Customer Service	Ramirez, Dayane	-	-	-	2,672	(668)	(668)	(1,336)	-
Customer Service	Garcia, Cora	-	-	-	3,093	(3,093)	-	-	-
Public Works	Deleon, Eric	4,006	10,682	-	-	9,347	(5,341)	(18,694)	-
Public Works	Uribe, Anthony	-	-	-	-	(13,353)	13,353	-	-
Public Works	Ramsey, Eric	-	-	-	-	-	-	-	-
Public Works	Sorto, Ricardo	-	-	-	-	-	-	-	-
Public Works	Crabtree, Brad	-	3,635	-	-	1,212	606	(5,453)	-
Public Works	Garcia, Raul	-	-	-	-	-	-	-	-
Public Works	Griffin, Nathan	-	3,462	-	-	1,154	577	(5,193)	-
Public Works	Laso, Brandon	-	3,635	-	-	1,212	606	(5,453)	-
Public Works	Moreno, Joshua	-	3,635	-	-	1,212	606	(5,453)	-
Public Works	Ramirez, Martin	-	4,640	-	-	1,547	773	(6,960)	-
Public Works	Robles Castillo, Manuel	-	4,872	-	-	1,624	812	(7,308)	-
Public Works	Saldana, Eric	-	3,635	-	-	1,212	606	(5,453)	-
Public Works	Zamora, Jacob	-	-	-	-	-	-	-	-
Public Works	Zelenka, Kenneth	-	4,419	-	-	1,473	736	(6,628)	-
Public Works	Vargas, Dario	-	5,950	-	-	3,786	(2,164)	(7,572)	-
Public Works	Gomes, Matthew	-	-	-	-	87,048	(87,048)	-	-
		\$122,322	\$57,471	\$8,190	\$29,180	\$30,501	-\$111,141	-\$124,119	-\$12,404
		\$122,000	\$57,000	\$8,000	\$29,000	\$31,000	-\$111,000	-\$124,000	-\$12,000

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

**Subject:** Approval of the Selection of DKS Associates for Public Information Services and Authorization for the City Manager to Negotiate and Bring Back a Professional Services Agreement at the Next Meeting

**Meeting Date:** Thursday, May 21, 2026

**From:** Sean Brewer, City Manager

**Prepared by:** Sean Brewer, City Manager

---

**I. RECOMMENDATION:**

Staff recommends that the City Council:

- Approve the selection of DKS Associates to provide Public Information Services; and
- Authorize the City Manager to negotiate and execute a Professional Services Agreement with DKS Associates, subject to City Attorney review and bring back at the next scheduled Council meeting.

**II. BACKGROUND:**

On April 2026, the City issued a Request for Qualifications (RFQ) for Public Information Services to support citywide communication efforts, including potential informational outreach related to municipal revenue measures and other City initiatives.

The RFQ emphasized the need for:

- Legally compliant public information efforts;
- Objective and factual communication regarding City services and fiscal conditions;
- Community engagement and outreach; and
- Potential support related to informational materials for revenue measures.

Statements of Qualifications were due on April 24, 2026. DKS was the only respondent to the RFQ. However, following review of their statement of qualifications, staff feels DKS Associates is qualified to support the City's needs.

**III. DISCUSSION:**

DKS Associates submitted a comprehensive Statement of Qualifications demonstrating strong alignment with the City's RFQ requirements.

DKS clearly understands the legal framework governing public agency communications, including restrictions on advocacy and the importance of maintaining neutrality and public trust.

Their proposal outlines a structured and phased approach that includes:

- Fiscal analysis and evaluation of revenue options;
- Development of a legally compliant public information strategy;
- Community outreach and stakeholder engagement;

- Preparation of informational materials (fact sheets, FAQs, presentations, digital content); and
- Optional polling and public opinion research to inform Council decision-making.

DKS also proposes a realistic project timeline aligned with a potential November 2026 election, including key statutory deadlines and Council decision points.

### **Qualifications and Experience**

DKS brings significant relevant experience working with California municipalities on public information programs and revenue measure education efforts.

Key strengths include:

- Extensive experience with municipal outreach and revenue measure planning;
- Proven track record supporting successful measures (e.g., Stanislaus County Measure L passed with 71.95% voter approval);
- Experience throughout the Central Valley, including similar ongoing work in nearby jurisdictions;
- Strong public engagement capabilities, including bilingual outreach; and
- Integration of polling expertise through subconsultant FM3, a recognized leader in public opinion research.

The proposed Project Manager, Kendall Flint, has over 30 years of experience in public information and outreach for local agencies, particularly in transportation and revenue-related initiatives.

### **Alignment with RFQ**

DKS's proposal is highly responsive to the RFQ and meets or exceeds the City's expectations in the following areas:

- **Legal Compliance:** Strong emphasis on objective, factual communication and coordination with legal counsel;
- **Scope Coverage:** Addresses all major service areas outlined in the RFQ, including strategy, outreach, materials, and optional polling;
- **Public Engagement:** Robust plan including stakeholder meetings, town halls, and digital engagement tools;
- **Communication Tools:** Development of multilingual materials, website enhancements, and interactive tools;
- **Flexibility:** Task-based and optional services structure allowing the City to scale efforts based on Council direction.

## **IV. ALTERNATIVES:**

- Do not proceed with DKS and Associates.

## **V. FISCAL IMPACT:**

DKS proposes a flexible, task-based fee structure utilizing hourly billing rates with optional services (such as polling and expanded outreach) to be authorized at the City's discretion.

This approach provides the City with the ability to control costs while tailoring the scope of work to evolving

needs and Council direction.

The total cost will be determined through negotiation of a final scope of work and not-to-exceed contract amount. The proposed structure allows the City to phase services and control expenditures based on priorities and Council direction.

Staff is requesting that the City Council direct the City Manager to negotiate a final agreement not to exceed \$131,000 based on the complete cost proposal included in the statement of qualifications which will include feedback from the Council.

**ATTACHMENTS:**

File Name	Description
City_of_Coalinga_Public_Information_Services_DKS_Associates_Statement_of_Qualifications.pdf	Public Information Services DKS Associates Statement of Qualifications



SHAPING A SMARTER  
TRANSPORTATION EXPERIENCE™

## STATEMENT OF QUALIFICATIONS

# PUBLIC INFORMATION SERVICES

APRIL 24, 2026 | PREPARED FOR CITY OF COALINGA



APRIL 24, 2026

Sean Brewer, City Manager  
City of Coalinga  
155 W. Durian Ave.  
Coalinga, CA 93210  
Submitted via: sbrewer@coalinga.com



1970 BROADWAY, SUITE 740  
OAKLAND, CA 94612  
510.763.2061  
P#26665-000

## DKS ASSOCIATES STATEMENT OF QUALIFICATIONS FOR PUBLIC INFORMATION SERVICES

Dear Sean and Members of the Selection Committee,

The **City of Coalinga** is seeking experienced support to deliver clear, objective, and legally compliant public information services that help residents better understand City services, fiscal conditions, and potential funding options. This effort requires not only expertise in public outreach and communications, but also a strong understanding of the legal framework governing public agency communications and the importance of transparency, neutrality, and public trust.

Like many Central Valley communities, Coalinga faces challenges related to maintaining service levels, addressing infrastructure needs, and supporting long-term fiscal sustainability. As the City evaluates whether a local revenue measure could provide a stable, locally controlled funding source, residents must receive accurate, unbiased information that informs without advocating for a particular outcome.

**DKS Associates (DKS)** appreciates the opportunity to support the City in this effort. We understand that Coalinga's public information program must communicate complex fiscal and service-related issues in a way that is clear, factual, and meaningful to residents, while remaining fully compliant with California law governing the use of public resources.

Our team brings extensive experience delivering transparent, legally compliant public information programs, supported by a rigorous quality control process that includes legal review coordination, clear documentation protocols, and multiple levels of content review. We also recognize the importance of reaching all members of the Coalinga community. DKS offers strong Spanish-language outreach capabilities, including bilingual staff, culturally responsive messaging, and translated materials that support meaningful engagement with Spanish-speaking residents.

We understand the balance this work requires. The City must clearly communicate its fiscal realities, service needs, and potential options while maintaining public trust, preserving neutrality, and allowing flexibility as the City Council considers community input and next steps.

We would welcome the opportunity to partner with the City of Coalinga on this important initiative.

Sincerely,

*Kendall Flint*

**Kendall Flint**  
Project Manager  
kendall.flint@dksassociates.com  
650.455.1201

*Richard Hutchinson*

**Richard Hutchinson, PE, PTOE**  
Senior Vice President, Officer Authorized  
to Negotiate/Contractually Bind the Firm  
richard.hutchinson@dksassociates.com  
253.204.5121

# OVERVIEW

The City's evaluation of potential revenue measures is governed by a well-defined legal framework that will shape both the available options and the public information process.

California law authorizes cities to adopt local transactions and use taxes (commonly referred to as local sales taxes), subject to voter approval and administration by the California Department of Tax and Fee Administration. However, the combined rate of all district taxes within a county is generally limited to 2.00 percent (Revenue and Taxation Code Section 7251.1). As a result, Coalinga's ability to adopt a new tax—whether at a rate of 0.50 percent, 0.75 percent, or another increment—will depend on available capacity under this cap at the time of adoption.

Equally important is the distinction between general and special taxes. A general tax requires approval by a majority of voters, but must generally be placed on a regularly scheduled general election ballot for members of the governing body. A special tax, by contrast, may be placed on a special election ballot but requires approval by two-thirds of voters and must specify the purposes for which the funds will be used (California Constitution, Article XIII C).

If the City elects to pursue a special tax, state law requires accountability provisions, including a clear statement of purpose, restrictions on the use of funds, and annual reporting requirements (Government Code Section 50075.1). These provisions are designed to ensure transparency and maintain public trust.

In addition, Government Code Section 54964 and related legal authorities prohibit the use of public resources for campaign advocacy, while allowing expenditures for objective and factual information. This distinction is central to the City's effort and informs all aspects of the proposed scope of work.

Finally, implementation timing is an important consideration. Taxes approved by voters typically become operative at the beginning of a calendar quarter more than 110 days after adoption, which affects when revenues would begin to be realized following a March 2027 election.



# APPROACH AND SCOPE OF SERVICES

DKS proposes a comprehensive and flexible approach that supports the City from initial evaluation through potential ballot consideration, while maintaining a clear focus on legal compliance and objective communication.

The effort will begin with a detailed assessment of the City's fiscal condition, service needs, and existing revenue sources. This work will establish a clear and defensible understanding of the City's financial position and identify potential funding gaps. Based on this analysis, DKS will assist the City in evaluating feasible revenue options within the constraints of state law, including potential tax structures, rates, and revenue ranges.

If desired, this analysis may be supplemented by public opinion research to better understand community priorities and perspectives. Such research can provide valuable insight into voter attitudes and help inform both policy discussions and communication strategies.

Building on this foundation, DKS will develop a public information strategy designed to communicate clear, factual, and accessible information to the community. This strategy will identify key topics, messaging approaches, and communication tools, ensuring consistency with City priorities and legal requirements.

**A major component of the effort will involve community outreach and the development of informational materials.**



DKS will assist the City in preparing fact sheets, frequently asked questions, presentations, and digital content that explain City services, fiscal conditions, and potential policy considerations. Public meetings and stakeholder engagement will be designed to provide meaningful opportunities for community input while maintaining a neutral and informational approach.

As the process advances, DKS will continue to support the City Council by preparing materials that facilitate informed decision-making, including clear explanations of fiscal impacts, service implications, and potential ballot measure structures. All materials will be developed in close coordination with the City Attorney to ensure compliance with applicable law.

DKS recommends a structured, phased schedule that allows sufficient time for fiscal analysis, public engagement, and City Council decision-making in advance of a potential special election in March 2027. While California law allows a city to call a special election on a range of dates, the process is governed by statutory notice requirements and practical coordination timelines with the County Registrar of Voters. In particular, the City must adopt a resolution calling the election and submit it to the County no later than 88 days prior to the election, although a lead time of approximately 100 to 120 days is strongly recommended to allow for ballot preparation, legal review, and administrative coordination.

Working backward from a potential March 2027 election, the City would need to take formal Council action no later than late November or early December 2026, with ballot language and ordinance development completed in advance of that deadline. The timeline below reflects these requirements and provides a realistic and defensible pathway for decision-making.

The project would begin in May 2026 with initiation and fiscal analysis, followed by refinement of revenue options and development of a policy framework during the summer months. In the fall, the City may elect to conduct public opinion research and finalize a public information strategy. Community outreach would occur through late 2026 and early 2027, leading to a Council decision on whether to place a measure on the ballot. If approved, the process would culminate in a potential special election in March 2027.

## TASK 1: PROJECT MANAGEMENT

Our work will begin with a comprehensive kickoff meeting to confirm roles, communication protocols, and key milestones. Throughout the project, DKS will manage timelines, budgets, and deliverables with precision, offering the leadership necessary to keep the measure on track.

This will include coordination with all departments, overseeing deliverable tracking, and ensuring that all activities are effectively integrated, especially polling, engagement, and materials development.

### DELIVERABLES

- Project kick-off meeting
- Bi-weekly check-ins with City staff
- Establishing documentation protocols for all meetings and public feedback
- Managing budgets, timelines, and subconsultant deliverables (FM3 and others)
- Monthly progress reports and invoices

## TASK 2: DIGITAL PRESENCE AND ONLINE ENGAGEMENT

Building on the City’s existing website, our team will propose enhancements to usability and content strategy to help engage the public in greater understanding of municipal finance and City Services. This would include creating interactive tools and online surveys to broaden access and input. This would include multilingual access to participatory budgeting tools.

### DELIVERABLES

- Updated content, calendar events, and tools for the project website
- Development of a participatory budgeting tool
- Up to 12 social media posts tailored



### TASK 3: POLLING

In designing the survey for this project, we will draw from our knowledge of public opinion survey methodology, our comprehensive review of the City’s past public opinion research, and your current and future objectives and needs. The survey will assess voters’ budgeting and spending priorities to help refine and strengthen potential ballot language.

If the measure appears viable, the survey results will provide a roadmap for drafting legally permissible educational outreach materials. Our findings will also help draft the most efficient 75-word ballot language and inform best practices for community engagement.

#### DELIVERABLES

- Development of survey instrument
- Statistically valid survey of 1,000 residents
- Presentation of results

### TASK 4: EDUCATION PROGRAM

We propose to lead at least 20 targeted meetings with stakeholders, community-based organizations, and two Town Hall Meetings. We will also design two mailers: one with information about engagement opportunities and one measure fact sheet. In all cases, our message will be educational, emphasizing how a measure could help improve local roads, support economic growth, and contribute to the region’s quality of life

#### DELIVERABLES

- Review and update presentation materials, talking points, and engagement tools
- Personally lead at least 20 key stakeholder meetings
- Two City-wide mailers
- Provide summary memo detailing outcomes of meetings and feedback received

### TASK 5 DRAFT AND FINAL PLAN AND ORDINANCE

Guided by polling, focus groups, and jurisdictional input, DKS will work closely with City staff to develop a Draft Investment Plan and Ordinance that is:

- Legally sound
- Politically viable
- Publicly accessible

We will also deliver a comprehensive final report capturing the full arc of outreach, engagement, polling, and policy development—providing a clear record for the public and a foundation for future communications.

#### DELIVERABLES

- Development of draft investment plan and ordinance
- Presentations at City Council
- Summary report
- Overall outcomes of the engagement efforts and how feedback impacted project outcomes and council direction, if applicable





## FEE STRUCTURE

DKS proposes a flexible fee structure based on hourly rates and task-based budgeting aligned with the City's priorities and direction. Based on our understanding of the scope outlined in this SOQ, we have developed a preliminary budget framework that reflects the anticipated level of effort associated with fiscal analysis, public information strategy, community engagement, and development of informational materials.

This budget is intended to provide the City with a clear understanding of expected costs while maintaining flexibility to refine scope, level of effort, and phasing in coordination with City staff.

Key elements of our proposed fee structure include:

- Hourly billing rates by staff classification
- Task-based budgeting aligned with project phases (analysis, outreach, materials, and support)
- Optional services, including public opinion research and expanded outreach, that may be authorized at the City's discretion

A detailed fee estimate and rate schedule are provided as an attachment. Final scope and budget will be developed in coordination with the City following selection.

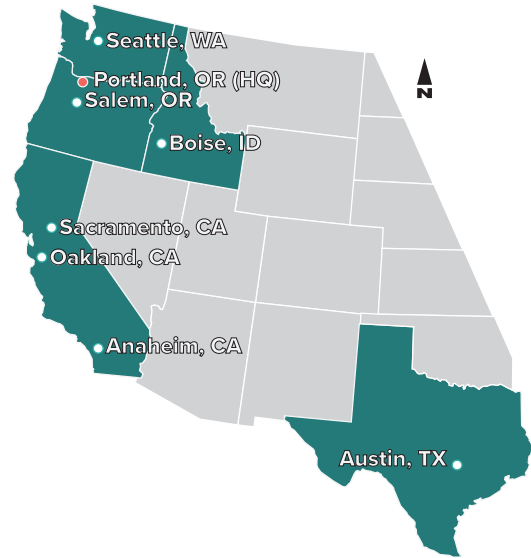
# TEAM QUALIFICATIONS

## DKS DKS ASSOCIATES

Founded in 1979, DKS Associates has provided specialized transportation engineering and planning services to public agencies across the country for 47 years. DKS also maintains a transportation-focused outreach practice that helps clients connect effectively with their communities. We are strongly committed to social equity and environmental justice, and we work to ensure that all people, regardless of socioeconomic status, can participate meaningfully in processes that value multicultural engagement.

DKS tailors its approach to each outreach project, combining innovative technology with grassroots engagement to develop effective outreach programs. We help agencies collaborate with local jurisdictions and partner organizations to advance regional solutions to transportation challenges.

This work includes supporting projects with shared regional benefits and assisting with funding strategies designed to maximize investment from state and federal agencies.



**1979**  
Year Founded

**47**  
Years in Business

**8**  
Offices

**150+**  
Employees Firmwide

**S Corp**  
Form of Corporation

### JOIN US FOR OUR TOWN HALLS OR SPECIAL MEETINGS!

Learn about what **Measure T** has done for **your community** and a potential renewal for 2024.

<b>MON, MARCH 18</b> 6:30PM - 8:00 PM Meadows Community Center 1218 E. Cleveland Madera District 4 Supervisor Leticia Gonzalez	<b>TUES, MARCH 19</b> 8:00 PM - 9:30 PM Reunión comunitaria (español) La Vitis Community 2776A Avenue 3 Madera District 1 Supervisor David Rogers	<b>WED, MARCH 20</b> 6:30 PM - 8:00PM Elementary School 48485 High School Road Oakhurst District 5 Supervisor Bobby Macaulay	<b>THURS, MARCH 21</b> 6:30 PM - 8:00 PM City of Chowchilla Special Council Meeting City Council Chambers 130 S. Second St. Chowchilla Zoom Available	<b>FRI, MARCH 22</b> MOON - 1:30 PM Reunión comunitaria (español) Fairmead Elementary School 19421 Avenue 22 % Chowchilla
<b>MON, MARCH 25</b> 8:30 PM - 9:30 PM Fire Station 3 21055 Road 26 Madera District 2 Supervisor David Rogers	<b>TUES, MARCH 26</b> 6:00 PM - 7:30 PM Ranchos Miral School Cafeteria 15425 Snow 25 % Madera District 1 Supervisor Jordan Wilmhoff	<b>WED, MARCH 27</b> 6:30 PM - 8:00 PM City of Madera Special Council Meeting City Council Chambers 205 W. 4th St. Madera Zoom Available	<b>THURS, MARCH 28</b> 6:30 PM - 8:00 PM Madera BOS 200 W. 4th St. Madera District 3 Supervisor Robert Poythress	

### ¿Como invertirá los fondos para Measure T?

Deja tu aporte aquí: [MeasureT-2024.com](https://www.measuret-2024.com)

**MEASURE T - 2024**  
Madera County Transportation Authority

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### 重新构想 NORTH WATT 道路交通计划

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### HOW WOULD YOU INVEST MEASURE T FUNDS?

Give your input at [MeasureT-2024.com](https://www.MeasureT-2024.com) by choosing from these possible project categories:

- LOCAL STREETS & ROADS
- SAFE ROUTES TO SCHOOLS
- EVACUATION PREPAREDNESS
- TRANSIT
- BICYCLES & PEDESTRIANS
- REGIONAL PROJECTS
- OTHER

**MEASURE T - 2024**  
Madera County Transportation Authority



FAIRBANK, MASLIN,  
MAULLIN, METZ  
& ASSOCIATES

FM3

Fairbank, Maslin, Maullin, Metz & Associates (FM3) has specialized in public policy opinion research since 1981. With offices in Los Angeles and Oakland, California, FM3 combines the personalized attention and partner-level service of a smaller firm with the broad capabilities, fast turnaround, and rigorous quality control of a larger organization.

## KEY STAFF

This effort will be led by Kendall Flint, whose work across California, particularly in the Central Valley, has focused on revenue measure planning, public information programs, and community engagement.

Kendall has led successful efforts for the Stanislaus County Council of Governments, the Merced County Association of Governments, and, most recently, the renewal of Measure T for the Madera County Association of Governments. She also led renewal planning for the Fresno Council of Governments through 2025. Her experience includes coordinating with local jurisdictions, developing expenditure frameworks, and engaging diverse stakeholders. As a result, she brings a strong understanding of regional economic conditions, voter behavior, and the practical considerations that shape successful ballot measures.

DKS is also assisting the City of Selma with a similar effort, providing public information and revenue measure advisory services. This includes developing legally compliant informational materials, coordinating with legal counsel, and crafting clear messaging about fiscal conditions and service needs. That ongoing work gives DKS directly relevant experience and allows us to bring tested approaches and practical insight to Coalinga.



**KENDALL FLINT**  
*PROJECT MANAGER, DKS*

Kendall is an industry professional with more than 30 years of government experience. She has developed and implemented a broad range of communications efforts for cities, counties, special districts, and regional planning agencies throughout California. She brings extensive experience with outreach in support of transportation and land use planning and overall public information. Kendall has developed expenditure plans for the Stanislaus Governments, the San Luis Obispo Council of Governments, and most recently for the Madera County Transportation Authority. In addition, she has managed education programs related to measures for those agencies as well as the Merced County Association of Governments, Placer County Transportation Planning Agency, and the Transportation Agency of Monterey County.



**MELISSA ABADIE, AIGA PD**  
*DEPUTY PROJECT MANAGER, DKS*

Melissa leads a team of graphic designers at DKS which focuses on strategic branding and visual design of reports, communications materials, and data visualization. She has over 25 years of experience developing creative strategies for public agencies and private companies. Her work includes development of the branding and outreach materials for the Madera County Transportation Authority's Measure T and the Placer County Transportation Planning Agency's Measure B. Melissa is committed to equity and how her design work can contribute to an equitable practice at DKS. Being able to create ADA-accessible graphics and documents is one way that the DKS Creative Services Group uses their skills to better reach strategically undervalued communities.



**ALICE CHEN, AICP**  
*PRINCIPAL-IN-CHARGE,  
QA/QC MANAGER, DKS*

providing key leadership support to Project Manager Kendall Flint and ensuring the team has the tools, resources, and staff needed to consistently exceed expectations. She brings over 30 years of experience in multimodal transportation planning and engineering, with expertise in policy development, interagency coordination, and implementation of Complete Streets, SB 743, and Safe System strategies.



**ELISE BROCKETT**  
*COMMUNITY LIAISON, DKS*

Elise has a robust background in strategic communications and community engagement. With over six years of experience, she has successfully developed and executed complex outreach plans for construction, land use, and infrastructure projects across the Northern California region. Elise is adept at crafting clear and effective messaging, facilitating workshops, and managing project budgets and milestones. Her expertise extends to graphic design, event planning, and creating engaging marketing materials.



**SHEIDA CARUGATI**  
*COMMUNITY LIAISON  
SUPPORT, DKS*

Sheida has experience with creating public engagement plans, coordinating and leading outreach events, presentations, focus groups, and town hall meetings in multiple languages, and translating technical and nontechnical documents and engagement materials. Sheida is fluent in English, Spanish, and Italian and has a passion for languages as she is currently studying a fourth language: Farsi. Sheida is a 2021 FHWA Dwight D. Eisenhower Transportation Program Fellow focusing on transportation planning, roadway safety and design.



**RICHARD BERNARD**  
*FOCUS GROUP CO-LEAD, FM3*

Richard is one of California's foremost public opinion researchers on issues related to public agencies, their services, and the funding they need to provide those services. Richard provides strategic advice for a diverse set of clients including cities, counties, special districts, K-12 and community college districts, nonprofits, businesses, and labor unions. He has been the lead researcher on projects examining resident satisfaction with local government services, as well as branding and marketing public agencies, nonprofit organizations, and development projects.



**ADAM SONENSHEIN**  
*FOCUS GROUP CO-LEAD, FM3*

Senior Vice President Adam Sonenshein has conducted opinion research and evaluation and provided strategic advice for dozens of clients including local governments, ballot measure campaigns, candidates running for political office, local governments, nonprofit organizations, and business associations. Adam has extensive experience working in San Luis Obispo County, including for the cities of San Luis Obispo, Grover Beach, Morro Bay, Paso Robles, and Pismo Beach, as well as for the California Polytechnic State University (Cal Poly) in San Luis Obispo County.



# PROJECT QUALIFICATIONS

## MADERA COUNTY TRANSPORTATION AUTHORITY, MEASURE T

DKS developed and implemented a community engagement program on behalf of the Madera County Transportation Authority. The objective was to determine which projects, programs, and investments were viewed as most critical by the voting public. The new Measure T expenditure plan was passed on November 5th following almost two years of reassessing, adapting, and changing the form and structure of the Measure to meet those needs and expectations. Kendall, our proposed Project Manager, gathered a steering committee of people from each of the five County Districts instead of having our elected officials appoint people to make it more independent. With polling suggesting that road maintenance was the top priority across the County, the committee allocated 80% of all revenues to local roads. That category also includes options for evacuation

planning, which residents and businesses in the eastern part of the county badly wanted. It contains options for bike and pedestrian improvements in areas where they are desired and Safe Routes to Schools. We heard that many of the County's disadvantaged communities felt overlooked, lacking the investments they see happening in other areas. The Measure now sets aside 10% of all revenues for these areas using the same criteria as those used by the state and federal governments for grant eligibility; a first for a Self-Help County effort. It's hard to overstate the immense amount of outreach conducted to develop this new expenditure plan for Measure T.

More than 40 meetings and presentations, nine town halls, and a Measure website with thousands of visitors provided opportunities to ask questions and review all expenditures made for the last 17 years. The Measure was unanimously supported by the Steering Committee and all of the member agencies.

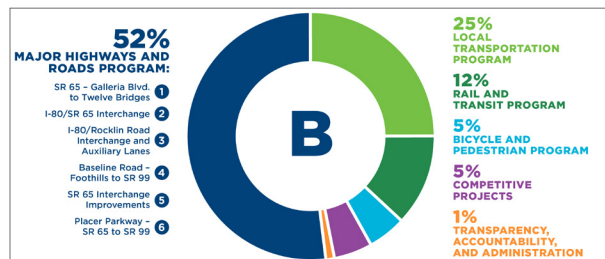
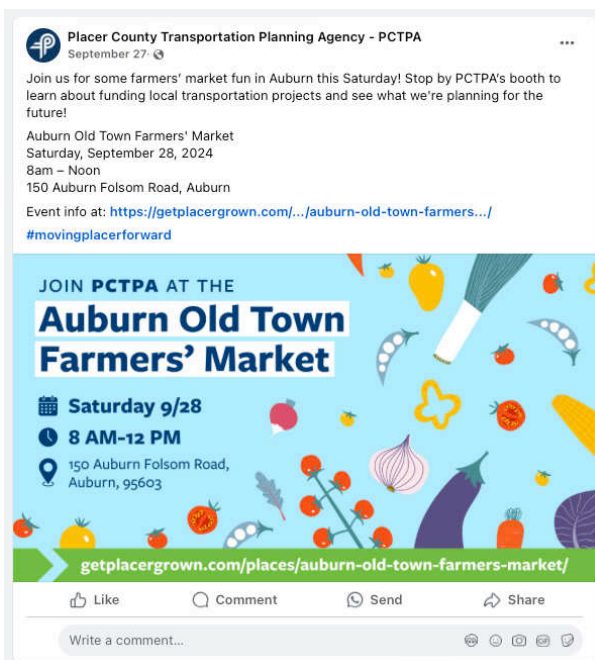
“The entire DKS team has been an invaluable asset to our agency. Kendall’s boots-on-the-ground approach, tireless dedication, and ability to foster consensus are truly impressive. She successfully organized the Steering Committee for the renewal Measure T Expenditure Plan in Madera County, facilitating discussions with professionalism and positivity.”

Patricia Taylor, Executive Director  
(559) 675-0721 Ext 3  
patricia@maderactc.org



## PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA) MEASURE B

DKS recently completed a comprehensive outreach effort as part of our role as the on-call public engagement team for the PCTPA. This included developing collateral materials and managing more than 40 pop-up events and presentations with information on the new proposed sales tax Measure B, as well as upcoming enhancements and changes to transit services in the region. Measure B is unique in that it would apply only to three cities in the County. It failed in 2016 and was pulled from the 2020 and 2022 ballots.



## SAN LUIS OBISPO COUNCIL OF GOVERNMENTS (SLOCOG) MEASURE J

Prior to joining DKS, Kendall managed a comprehensive education program for SLOCOG's Measure J – its first attempt at a ½ cent transportation sales tax measure. Unlike StanCOG, the SLOCOG Board was not unanimously in support of the measure and there was organized opposition. Utilizing a community-based strategy

that included community presentations, farmers markets, senior centers, and a collaboration with Cal Poly San Luis Obispo – we were able to shift support in favor by nearly 10 points. The measure ultimately failed by less than 200 votes – an extremely narrow margin but was still the best performing first-time effort in the 2016 election cycle. Following the election, several members of the County Board of Supervisors remarked that if they had known it was so close to passing, they would have supported it.

## STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) MEASURE L

Prior to joining DKS, Kendall spearheaded the creation of a community-centered expenditure plan following a comprehensive outreach initiative for the Stanislaus Council of Governments. In 2016, she successfully developed Measure L, a transportation sales tax measure, after previous efforts in 2006 and 2008 had failed. Unlike the earlier attempts, this measure was firmly rooted in public input, reflecting what the community wanted rather than the preferences of transportation planners or elected officials. She managed a thorough, transparent process that included focus groups, polling, and over 100 meetings with local agencies, stakeholder groups, and advisory bodies. This inclusive approach led to a plan that was distinct from previous proposals, prioritizing “Local Roads First”—a message that resonated across political lines. To ensure widespread awareness and support, Kendall delivered over 200 presentations to various local organizations,

including community groups, Municipal Advisory Councils, chambers of commerce, seniors, students, and local media. The result was a landslide victory: Measure L passed with 71.95% of the vote—the highest approval for a transportation measure in California in 2016 and the highest since 1989. Its success was particularly remarkable given the challenging political climate of 2016, with similar measures failing in more liberal areas like San Diego, Sacramento, and Contra Costa County.



*Former CTA Board Member Paul Van Konynenburg, Kendall Flint, and then Board Chair Vito Chiesa accepting the California Transportation Foundation's Award for Public Outreach Project of the Year in Sacramento 2017.*

"The Stanislaus County Council of Governments hired Kendall Flint in 2016 to do community outreach to gauge support for a ½ cent sales tax that would be dedicated to transportation.

Kendall created forums for the residents of Stanislaus County to voice their opinions and concerns. She used the voices of the community as well as polling data to propose an expenditure plan for the measure. This was a difficult task that was fraught with controversy and compromise. Kendall used her skills as a mediator and a moderator to bring the political factions and elected leaders in the county together to endorse the expenditure plan.

Once the expenditure plan was adopted and placed on the ballot as Measure L, Kendall did many educational presentations within the county. Since I was the chair of the political campaign to adopt Measure L, I had many opportunities to see her in action. She was an unbiased referee for Measure L – telling residents what the measure would do and what it would not do. She patiently engaged the opponents of the measure and corrected them when they were factually in error. Many meetings and forums became lively, but Kendall was always calm and focused. She never lost control of the setting.

Measure L was adopted in 2016 by the voters of Stanislaus County. Kendall Flint role was critical in the measure's passage.

I was, and still are, very impressed with Kendall's ability to mediate and moderate community meetings and forums. She brings expertise, experience, focus and dedication to the tasks that she is commissioned to accomplish. I highly recommend her."

– PAUL J. VAN KONYNENBURG, FORMER CALIFORNIA TRANSPORTATION COMMISSION, CHAIR YES ON L

# TAHOE REGIONAL PLANNING AGENCY (TRPA) EQUITY POLICY PLAN

DKS and our client, the Tahoe Regional Planning Agency (TRPA), were honored with the WTS Sacramento Rosa Parks Diversity Leadership Award for our work on the agency's first Equity Study. This award is a testament to both of our unwavering commitments to promoting diversity and cultural awareness in the transportation industry. Over the course of a year, DKS and TRPA staff conducted multilingual surveys and focus groups throughout the Tahoe Basin to clearly define challenges in accessibility, availability, safety, and affordability of

information and services related to transportation. This required coordination across the states of California and Nevada as well as the Washoe Tribal Nation.

The study culminated in a suite of policy recommendations across six key areas: Engagement, Year-Round Access, Services, Infrastructure, Environment, and Technology. These recommendations, unanimously approved by the TRPA Board of Directors, are actively shaping new guidelines and approaches for implementing equity policies in housing, public engagement, and the current update of TRPA's Regional Transportation Plan.



## ADDITIONAL CLIENTS

- Alameda County Transportation Commission
- El Dorado County Transportation Commission
- Humboldt County Association of Governments
- Metropolitan Transportation Commission
- Nevada County Transportation Commission
- San Joaquin Council of Governments
- Santa Barbara County Association of Governments
- Solano County Transportation Commission
- Ventura County Transportation Commission
- City of Fresno
- County of Fresno
- City of Fowler
- City of Clovis
- City of Kerman
- City of Kingsburg
- City of Mendota
- City of Parlier
- City of Reedley

## PROFESSIONAL REFERENCES

### MADERA COUNTY TRANSPORTATION AUTHORITY, MEASURE T

**Nature of Work Performed:** Development of Measure T Expenditure Plan, Facilitation of Steering Committee, Development and Implementation of Multi-Channel Public Engagement Program

**Level of Responsibility:** Prime Contractor / Project Manager (Kendall Flint)

**Time Span:** 2022-2024

**Client Contact:** Patricia Taylor, Executive Director  
559.675.0721, patricia@maderactc.org

***Additional Reference for this Project:***

Robert L. Poythress  
Madera County Supervisor  
San Joaquin Valley Regional Policy Council Chair  
San Joaquin Joint Powers Authority Board  
California Association Of Councils Of Governments  
Board Of Directors  
200 W. 4th Street  
Madera, CA 93637  
559.662.6030

### PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA), MEASURE B

**Nature of Work Performed:** Support for Education Program for Measure B Community Events and Engagement

**Level of Responsibility:** Prime/Project Manager for Education Only (Kendall Flint)

**Time Span:** 2024

**Client Contact:** Matt Click, Executive Director  
916.812.2077, mclick@pctpa.net



Victoria Ortiz, Kira Smith (TRPA PM), Kendall Flint, and Melissa Abadie at the 2024 WTS Awards

### STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) MEASURE L

**Nature of Work Performed:**

Development of Measure L Expenditure Plan  
Development and Implementation of Multi-Channel  
Public Engagement Program

**Level of Responsibility:**

Project Manager (Kendall Flint)

**Time Span:** 2014-2016

**Client Contacts:**

Vito Chiesa  
Stanislaus County Supervisor  
San Joaquin Valley Regional Policy Council Chair  
San Joaquin Joint Powers Authority Board  
California Association of Councils of Governments  
Board Of Directors  
209.531.5235  
Chiesav@stancounty.com

Paul J. Van Konynenburg  
Former Member California Transportation  
Commission, Chair Yes on L  
209.505.2308

# KEY STAFF RESUMES



# RESUMES



## KENDALL FLINT

### PROJECT MANAGER

Kendall is an industry professional with more than 30 years of government experience. She has developed and implemented a broad range of communications efforts for cities, counties, special districts, and regional planning agencies throughout California. She brings extensive experience with outreach in support of transportation and land use planning and overall public information. Kendall specializes in reaching out to underserved populations and managing controversial projects and issues. Kendall brings two decades of experience working on transportation sales tax measures throughout California.

### EDUCATION

English Major, University of California, Los Angeles

### YEARS OF EXPERIENCE

Total: 36

With DKS: 6

### SELECT EXPERIENCE

#### **Madera County Transportation Authority (MCTA)**

**Measure T Public Engagement Services, CA.** After a failed renewal attempt in 2022, MCTA hired DKS to develop a new expenditure plan that more closely aligned with the expectations of local residents and stakeholders. Over the past year, she created a Steering Committee, developed a new expenditure plan that was unanimously supported by the committee, and then led a countywide education effort throughout Madera County. Measure T appeared on the November 5, 2024, ballot.

#### **Placer County Transportation Planning Agency (PCTPA) Measure B, CA.**

As the agency's on-call Public Information Director, Kendall and her team managed a county-wide education program for Measure B, a transportation sales tax on the November 2024 ballot.

#### **Stanislaus Council of Governments (StanCOG) Measure L, CA.**

Kendall developed and then managed the education program for StanCOG's expenditure plan for Measure L and managed a comprehensive education program that ultimately resulted in the measure's passage by 72% in 2016.

#### **Merced County Association of Governments (MCAG) Measure V, CA.**

Kendall assisted MCAG with its outreach program for Measure V and assisted in the development of the accompanying Strategic Plan, which was created by the Citizens Steering Committee and member agencies. This included coordination with all local municipalities and stakeholder groups.

#### **Tahoe Regional Planning Agency (TRPA) Equity Policies & Actions, CA.**

DKS is working with the Tahoe Regional Planning Agency on a multi-level engagement and technical program to



develop an area specific Equity Index. This index will guide future investments in transportation infrastructure, recreational amenities and sustainable tourism. It involves collaboration between both the State of California and the State of Nevada as well as four counties and three cities. Kendall serves as Project Manager for the study which includes measuring resilience of infrastructure related to emergency preparedness, access to public transportation, access to recreational opportunities and economic development. Work includes multiple

stakeholder groups, outreach to disadvantaged populations, coordination with the local Washoe Tribe and multilingual communications to reach Spanish and Tagalog speakers.

**City of Santa Maria Local Road Safety Plan, CA.** DKS recently completed a highly successful effort to develop a Local Road Safety Plan for the City of Santa Maria. With a local population that is 75% Hispanic, it was important to coordinate with local community-based organizations and schools to ensure equitable representation throughout the community. Additionally, the city has a substantial Mixteco community which does not speak or read Spanish. To ensure maximum participation, Kendall collaborated with the local Promotores and Proyecto Mixteco Indegenas groups and attended local events including the rodeo in person. This resulted in more than 500 interviews with at risk population members - greatly influencing the final study.

**Fort Ord Reuse Authority, CA.** Kendall successfully facilitated the sunset for the Fort Ord Reuse Authority, negotiating the orderly dissolution of the 25-year-old agency, which includes 10 local cities and Monterey County; University of California, Santa Cruz; Monterey Peninsula College; Cal State Monterey Bay, and more than a dozen local agency stakeholders. This two-year process included negotiations for future land use, property transfers, transportation funding, habitat management, the issuance of bonds for building removal, and a review of more than 120 individual contracts dating back over 20 years. Kendall collaborated with all the Agency's Committees, its Board, Executive Committee, and staff throughout the process, which concluded June 30, 2020.

**Kings County Association of Governments (KCAG): Kings Regional Vision, Regional Transportation Plan & Sustainable Communities Strategy, Community Outreach 2014, 2018 and 2022 Kings Climate Action Plan (Cities of Avenal and Hanford), Community Outreach 2013-2014.** Kendall led three separate outreach efforts for KCAG; one for its RTP/SCS effort and the other as part of the agency's coordination of Climate Action Plan development for the cities of Avenal and Hanford. Both projects include a series of workshops, presentations, collateral development, media relations, website development, and bilingual outreach efforts throughout the County.

**Metropolitan Transportation Commission (MTC) Citizens Advisory Committee Review and Reorganization, CA.** MTC asked for a review of the form and function of its three advisory committees and recommendations for future organization. Kendall served as the Project Manager for this review which included research regarding similar agencies, multiple meetings with citizen groups and MTC staff, and a complete review of the committee work products. Her recommended consolidation of the committees into one and restructuring was adopted by the MTC Board in November of 2009.

**On-Call Contracts:**

- City of Anaheim
- Madera County Transportation Commission
- Placer County Transportation Planning Agency
- Sacramento Area Council of Governments
- San Luis Obispo Council of Governments
- City of Tracy



## MELISSA ABADIE, AIGA PD

### DEPUTY PROJECT MANAGER

Melissa leads the Creative Services Group at DKS which focuses on strategic branding and visual design of reports, communications materials, and data visualization. She has over 25 years of experience developing creative strategies for public agencies and private companies. Melissa possesses a wide range of skills including creative direction, project management, branding, and graphic design. She uses an innovative approach to page layout, typography, and colors to promote an ease of readability—leading to documents with a professional appearance. Melissa is also committed to equity and how her design work can contribute to an equitable practice at DKS. Being able to create accessible graphics and documents is one way that the DKS Creative Services Group uses their skills to better reach strategically undervalued communities.

### EDUCATION

BFA, Graphic Design,  
University of Illinois

### CERTIFICATION

Professional Designer, American  
Institute of Graphic Arts,  
Leadership & Public Speaking,  
Dale Carnegie | Essentials of  
Management, AmeriBen/IEC  
Group

### YEARS OF EXPERIENCE

Total: 28

With DKS: 8

### SELECT EXPERIENCE

#### **Madera County Transportation Authority (MCTA)**

**Measure T Public Engagement Services, CA.** DKS worked with MCTC to develop a comprehensive community engagement strategy for the proposed renewal of Measure T, a transportation sales tax initiative. Melissa led a team of graphic designers in the creation of the project communication materials, including collateral, mailer, signage, websites, social media, and digital and print advertising.

#### **Placer County Transportation Planning Agency (PCTPA) On-Call Public Engagement Services, CA.**

To support PCTPA's goals of bringing transportation to communities that need it the most and providing equitable transportation alternatives to their region, DKS provides ongoing communication and graphic support. As part of this public engagement on-call, Melissa developed a social media strategy with accompanying event announcements and boosted online posts, including communication to promote PCTPA's attendance at several community events to provide information to the public about Measure B, a new proposed sales tax aimed at reducing traffic congestion and building transportation projects in Roseville, Rocklin, and Lincoln. Melissa also created public-facing communication pieces for the Regional Transportation Plan, including a project logo, banner, info cards, and website updates. To provide people-centered storytelling for PCTPA, Melissa developed an online equity dashboard that highlights regional demographic information and insights.



**Tahoe Regional Planning Agency (TRPA) Equity Policies & Actions, CA.** The development of Equity Policies & Actions for TRPA required clear communication, strategic storytelling, and innovative presentation to reach and present the diverse community of Lake Tahoe. Melissa helped develop an equity dashboard that presented critical demographic and transportation information in an engaging, interactive website. She also created community engagement materials that include public open house flyers, social media posts, banner signage, handouts,

and presentation boards. The project will also culminate a final policy and actions document using interesting visuals and page layout.

**Napa Valley Countywide Transportation Plan, CA.** For this long-range transportation plan for the Napa Valley Transportation Authority (NVTA), Melissa used innovative data visualization, infographics, and document design to effectively communicate the approach for emerging technologies and multimodal transportation planning strategies. She also developed iconography to support the plan's goals, objectives, and performance measures that supported NVTA's existing branding.

**San Joaquin County Alternative Fuels Vision Plan, CA.** Melissa assisted with the public outreach materials for the Alternative Fuels Vision Plan. Working within the San Joaquin County brand, Melissa has developed a project logo, presentation materials, social media posts, and flyers. All of these outreach materials were created in both English and Spanish to ensure that a wide audience in the area could be reached.

**San Luis Obispo Council of Governments US 101 Corridor Study, CA.** For this corridor study of US 101 in San Luis Obispo County, Melissa led the development of the project logo and brand package to create a consistent look for the project and outreach materials. To provide vital project information and increase participation from the community, Melissa and the DKS Creative Services Team created social media posts, flyers, a project website, and an interactive comment map.

**Nevada County Regional Transportation Plan (RTP), CA.** Melissa is developing the community engagement materials for this RTP in Nevada County. The plan will evaluate the region's current transportation system and develop critical projects to improve mobility for the future. Using the county's branding, Melissa is creating bold public meeting materials, flyers, social media posts, and an interactive comment map in both English and Spanish to reach the diverse community in Nevada County.

**City of Big Bear Lake Community Vision Plan, CA.** To capture the unique community of Big Bear Lake, Melissa developed a project logo that represents their vision for the future. Additional community engagement materials will also be created to gather community input, including event materials, social media posts, project website, and an interactive comment map.

**City of Santa Maria Local Road Safety Plan, CA.** DKS developed a Local Road Safety Plan for the City of Santa Maria. For community engagement, Melissa created a comprehensive branding package that included a project logo and color palette that was used for all project communication. The materials were provided in both English and Spanish to ensure equitable access to all community members.

**Transportation Agency of Monterey County (TAMC) Fort Ord Regional Trail and Greenway (FORTAG) Public Outreach Materials, CA.** Melissa developed a comprehensive set of public engagement materials for TAMC's regional planning and outreach for the FORTAG multi-use pathway project. Through the creation of a series of informational mailers, email newsletters, and social media posts, Melissa was able to successfully communicate critical information about FORTAG's planning, development, and benefits to the community.



## ELISE BROCKETT

### COMMUNITY LIAISON

Elise is a skilled Project Manager with a robust background in strategic communications and community engagement. With over four years of experience, she has successfully developed and executed complex outreach plans for construction, land use, and infrastructure projects across the Sacramento and Northern California region. Elise is adept at crafting clear and effective messaging, facilitating workshops, and managing project budgets and milestones. Her expertise extends to graphic design, event planning, and creating engaging marketing materials. A graduate of the University of California, Davis, with a B.S. in International Agricultural Development, Elise brings a unique perspective and passion for public engagement and sustainability to her work.

### EDUCATION

BS, International Agricultural Development, University of California, Davis

### YEARS OF EXPERIENCE

Total: 6

With DKS: 1

### SELECT EXPERIENCE

**City of Sacramento Howe Avenue Transportation and Vision Zero Plan, CA.** The goal of the project is to eliminate fatal and severe injury crashes on Howe Avenue between Fair Oaks Blvd and the Power Inn light rail station south of Folsom Blvd by identifying needs and recommendations to make it safer and more multimodal. The project, funded by Caltrans grant money, is focused on improving access and connectivity for all users, especially to nearby Sac State University and the American River Bicycle Trail. The analysis aims to identify and evaluate alternatives through balancing mobility, safety, and equity considerations, all in concert with a robust public outreach process to increase community buy-in. As Community Engagement Project Manager, Elise is currently planning an in-person and a virtual open house to present findings from the first phase of work and solicit community feedback to help refine the plan. To effectively promote and advertise this round of engagement, Elise is developing marketing materials such as a flyer, social media graphic, content for the project website, and email content to increase awareness.

**City of Sacramento Norwood Avenue Complete Streets Transportation Plan, CA.** The goal of the project is to provide increased multimodal connectivity and safety along Norwood Avenue from Main Avenue to Arcade Creek by identifying needs and project recommendations for increasing user safety and mobility. The project, funded by Caltrans grant money, is focused on improving access and connectivity for all users. The analysis aims to identify and evaluate alternatives through balancing mobility, safety, and equity considerations, all in concert with a robust public



outreach process to increase community buy-in. As Community Engagement Project Manager, Elise is currently planning an in-person and a virtual open house to present findings from the first phase of work and solicit community feedback to help refine the plan. To effectively promote and advertise this round of engagement, Elise is developing marketing materials such as a flyer, social media graphic, content for the project website, and email content to increase awareness.

#### **County of Inyo Electric Vehicle Charging Infrastructure Network Plan, CA.**

Inyo County and the Inyo County Local Transportation Commission are developing a plan to determine the best potential sites for building charging stations for electric vehicles (EVs). The Plan will provide detailed implementation guidance for installing these and other strategically-located stations throughout Inyo County to support the travel needs of residents and visitors. As Community Engagement Project Manager, Elise helped plan and facilitate a virtual Stakeholder Focus Group meeting with representatives from local agencies, tribal governments, utility providers, and community organizations to present project information and gather feedback from them about the EV plan. Additionally, Elise planned and facilitated a Virtual Public Workshop to inform community members about the project and encourage them to share any input on potential locations for EV chargers through the online interactive map. Elise also developed an informational project fact sheet that includes a broad overview of the planning process and how stakeholders and members of the public can continue to participate in the project.

**Transportation Agency for Monterey County Regional Vision Zero Action Plan, CA.** The Monterey County Regional Vision Zero Action Plan is a transformative initiative intended to eliminate fatalities and serious injuries on Monterey County roadways. This plan will outline the strategies needed for achieving safer roads, safer speeds, safer people, safer vehicles, and post-crash care. The Transportation Agency for Monterey County (TAMC) is leading the plan in close collaboration with staff from each city and the county. Throughout the plan each community will be engaged to ensure the plan reflects the diverse needs of populations throughout Monterey County. As Community Engagement Project Manager, Elise is planning a series of workshops taking place in each jurisdiction throughout the County to educate community members about the initiative and encourage their feedback and participation. Additionally, Elise is developing an informational project fact sheet to be shared with community partners and through the project website to increase public awareness of the plan.

**City of Rancho Cordova Active Transportation Plan (ATP), CA.** The City of Rancho Cordova is embarking on a journey to develop the Rancho Cordova Active Transportation Plan (ATP), which will be a new plan that establishes a vision for walking, rolling, and bicycling in Rancho Cordova. The ATP will identify needs in the community to create a low-stress network of streets, sidewalks, and paths, connecting people where they live to where they want to go. People are at the center of this plan and collaboration with the Rancho Cordova community is critical throughout the ATP process. As Project Manager, Elise oversaw the development of project communications materials and collateral including branding and logos, content for a dedicated project page on the City's website, a project fact sheet, informational cards for distribution at community events, and community activities designed to obtain informed feedback on potential active transportation improvements. Early in the planning process, Elise attended and helped facilitate a Community Workshop and Pop-up Workshop at the city's Good Neighbor Day event to gather public input that would help develop a citywide vision for a well-connected active transportation network.



## SHEIDA CARUGATI

### COMMUNITY LIAISON SUPPORT

Sheida has experience with creating public engagement plans, coordinating and leading outreach events, presentations, focus groups, and town hall meetings in multiple languages, and translating technical and nontechnical documents and engagement materials. Sheida is fluent in English, Spanish, and Italian and has a passion for languages as she is currently studying a fourth language: Farsi. Sheida is a 2021 FHWA Dwight D. Eisenhower Transportation Program Fellow focusing on transportation planning, roadway safety and design.

### EDUCATION

BS Civil Engineering,  
Concentration in Transportation,  
University of New Mexico

Associate of Applied Science,  
General Studies, Houston  
Community College

### YEARS OF EXPERIENCE

Total: 3

With DKS: 3

### SELECT EXPERIENCE

**Madera County Transportation Authority (MCTA) Measure T Public Engagement Services, CA.** Transportation planning assistant on a public outreach project for the Madera County Transportation Authority in California. Sheida led the task of collecting and organizing information about different stakeholder groups, community service organizations, and service clubs in the County. Provided Spanish translation for all the project materials, including presentation slides and the project website. Conducted Spanish language town hall presentations to several community groups in Madera County. Coordinated in-person and virtual presentations with these community groups throughout the County to discuss what Measure T's impact has been on the region and share the Madera County Transportation Authority plan to explore putting a renewal effort on the 2024 ballot. Measure T was renewed by Madera County voters during the 2024 General Election.

**City of Livermore Active Transportation Plan Public Engagement, CA.** Transportation planning assistant on a public engagement task of the City of Livermore's Active Transportation Plan (ATP). Provided Spanish translation for engagement materials, including content on promotional materials such as e-blasts, flyers, and social media posts along with their captions. Conducted English and Spanish-language phone calls to promote the Livermore ATP virtual open house. Assisted in the organization of a virtual open house to provide information about an interim update of the ATP that was completed in April of 2024. Researched and compiled a diverse list of community stakeholders and their contact information to directly share information about the virtual open house. Created presentation materials for the virtual open house.



**San Mateo County Midcoast Transportation Demand Management Plan, CA.**

Transportation planning assistant on the outreach portion of the San Mateo County Midcoast Transportation Demand Management (TDM) Plan known as Get There Together. Get There Together outlines nine new strategies to leverage existing transportation systems to make it more accessible and equitable to drive, bike, walk, or take transit throughout the Central Coast in San Mateo County.

Spanish translation of all technical documents, including FAQ sheets, presentation slides, focus group evaluation forms, and outreach materials as well as real-time translation during the public outreach pop-ups and focus groups. Spanish translation was used for pop-up public outreach events catered to seniors, youth, and farmworkers in the County. The public's feedback on the nine outlined TDM strategies will help the County prioritize its strategies based on the input received during the pop-up events and focus groups.

**PCTPA Transportation Accessibility and Equity Focus Groups, CA.** Transportation planning assistant on an equity index and policy document drafted for the Placer County Transportation Planning Agency (PCTPA). Provided Spanish translation quality assurance and control for presentation and focus group materials. Coordinated between community service groups throughout Placer County and the PCTPA board to develop two focus groups for community members to provide valuable feedback regarding access to transportation in the context of equity.

**Austin Transit Enhancement Infrastructure Project, Austin, TX.** Transportation planning assistant on a transit infrastructure enhancement project for the City of Austin. Participated as an English and Spanish language outreach deputy representing Austin's transit agency, CapMetro, for ten events at transit centers throughout different areas of the city. Asked over 400 individuals, of which 19% were Spanish speakers, for feedback regarding preferences in bus infrastructure, speed, and reliability, how to use the funding for different types of projects, and optional demographic questions. Prepared survey questions for Phase 2 of public outreach for the Austin Transit Enhancement Infrastructure Project.

**Island Regional Transportation Planning Organization Comprehensive Safety Action Plan, WA.**

Transportation planning assistant on a comprehensive safety action plan (CSAP) for the Island Regional Transportation Planning Organization (IRTPO). Developed and executed the public engagement plan for the public outreach and transportation equity portion of the IRTPO's CSAP. Provided Spanish translation of outreach event materials and promotional tools for outreach events during the Summer and Fall of 2024. Researched and compiled a diverse list of community stakeholders throughout the entire county and their contact information to share information and coordinate community outreach events. Community stakeholders included senior, youth, bicyclist, pedestrian, differently-abled, non-English speaking, and other mobility challenged populations. Nearly 400 comments were received online and over 280 surveys were completed during the IRTPO CSAP outreach process.

**Renton Safer Access to Neighborhood Destinations (SAND) Academy, WA.** Transportation planning assistant on a public-facing roadway safety initiative spearheaded by the City of Renton in Washington. Prepared materials for three hands-on 2-hour training sessions – known as the SAND Academy – in both English and Spanish. Coordinated with the Renton School District and student/youth community organizations in the city to promote registration for the SAND Academy training, including preparing and distributing promotional fliers and presentations throughout Renton and providing 2 hours of registered community service hours for high school students.



## RICHARD BERNARD

### FOCUS GROUP CO-LEAD

Richard Bernard is an experienced public opinion researcher and accomplished focus group lead with deep expertise in qualitative and quantitative research for public agencies, nonprofit organizations, and private-sector clients. At FM3, he has written surveys, conducted focus groups and in-depth interviews, and provided strategic guidance on issues ranging from resident satisfaction and public agency branding to major ballot measure campaigns. His research has helped secure billions of dollars for transportation, clean water, open space, schools, libraries, and public safety initiatives, including recent efforts that led to the passage of the largest local transportation sales tax measure and the largest local park and open space parcel tax measure in U.S. history. Richard is particularly skilled at turning complex public opinion research into practical insights and messaging strategies that help clients engage communities and communicate with clarity and confidence.

### EDUCATION

PhD, Sociology, UCLA



## ADAM SONENSHEIN

### FOCUS GROUP CO-LEAD

Adam Sonenshein is a skilled public opinion researcher and strategic advisor with extensive experience conducting research on behalf of local governments, school districts, nonprofit organizations, business associations, and ballot measure campaigns. Since joining FM3 Research in 2013, he has provided opinion research, evaluation, and strategic guidance on a wide range of public issues, including education, homelessness, public safety, housing, transportation, environmental protection, and government trust. His work has helped support the passage of numerous local ballot measures across California and has informed successful campaign strategies for both civic initiatives and public office. Adam is also a lead contributor to major ongoing research efforts, including the UCLA Quality of Life Index and polling on quality of life and trust in local institutions in San Diego County. Combined with more than a decade of prior experience in advocacy and public policy, Adam brings a thoughtful, practical approach to helping clients understand public sentiment and develop effective engagement and communications strategies.

### EDUCATION

MPP, Public Policy (Education and Health Care), UCLA

BS, Political Science, Tufts University

TABLE 1. SAMPLE BUDGET

	Direct Costs	Principal-in-Charge	Project Manager	Public Information	Graphic Services	Project Coordinator	Totals
Tasks		\$350.00	\$325.00	\$175.00	\$135.00	\$150.00	
<b>Task 1: Project Management and Coordination</b>							
Task 1.1 Kick Off Meeting	\$800		2	2			1800
Task 1.2 Project Management		4	24	12	6	12	13910
<b>Task Subtotal</b>	\$800	\$ 1,400	\$ 8,450	\$ 2,450	\$ 810	\$ 1,800	\$ 15,710
<b>Task 2: Digital Presence Online Engagement</b>							
Task 2.1 Fact Sheet/Website Content			2	12			2750
Task 2.2 Social Media Posts			4	16	16		6260
<b>Task Subtotal</b>	\$0	\$ -	\$ 1,950	\$ 4,900	\$ 2,160	\$ -	\$ 9,010
<b>Task 3: Polling</b>							
Task 3.1 Polling	\$26,000	2	10				\$ 29,950
<b>Task Subtotal</b>	\$26,000	\$ 700	3250	0	0	\$ -	\$ 29,950
<b>Task 4: Community Meetings and Workshop</b>							
Task 4.1 Up to 20 Meetings/Workshops	\$8,000	2	120	80	24	12	66740
<b>Task Subtotal</b>	\$8,000	\$ 700	\$ 39,000	\$ 14,000	\$ 3,240	\$ 1,800	\$ 66,740
<b>Task 5: Investment Plan and Ordinance Development</b>							
Task 5.1 Draft and Final Plan and Ordinance		4	24			4	9800
<b>Task Subtotal</b>	\$0	\$ 1,400	\$ 7,800	\$ -	\$ -	\$ 600	\$ 9,800
<b>Subtotal Cost</b>	<b>\$ 34,800</b>	<b>\$ 4,200</b>	<b>\$ 60,450</b>	<b>\$ 21,350</b>	<b>\$ 6,210</b>	<b>\$ 4,200</b>	<b>\$131,210</b>

# SIGNATURE CERTIFICATE



## REFERENCE NUMBER

04324CE0-4C4A-4944-9B4C-84B9C882592F

### TRANSACTION DETAILS

**Reference Number**

04324CE0-4C4A-4944-9B4C-84B9C882592F

**Transaction Type**

Signature Request

**Sent At**

04/24/2026 12:58:08 PM EDT

**Executed At**

04/24/2026 04:11:00 PM EDT

**Identity Method**

email

**Distribution Method**

email

**Signed Checksum**

4cb803efcbfa9f640ce2025d71daae171b8041931034eae068491c3876a80267

**Signer Sequencing**

Disabled

**Document Passcode**

Disabled

**eIDAS Authentication**

Disabled

### DOCUMENT DETAILS

**Document Name**

26665-000 Coalinga On-Call Outreach - Final Proposal

**Filename**

26665-000\_Coalinga\_On-Call\_Outreach.pdf

**Pages**

26 pages

**Content Type**

application/pdf

**File Size**

8.27 MB

**Original Checksum**

0aa9a87c7022001e839708166e9cc5826b3fa281fa8f397a548377683f9795c7

## SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Richard Hutchinson</p> <p><b>Email</b> rjh@dksassociates.com</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945</p> <p><b>IP Address</b> 172.56.109.151</p> <p><b>Device</b> Mobile Safari via iOS</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> B8E9C198</p>	<p><b>Viewed At</b> 04/24/2026 04:10:47 PM EDT</p> <p><b>Identity Authenticated At</b> 04/24/2026 04:11:00 PM EDT</p> <p><b>Signed At</b> 04/24/2026 04:11:00 PM EDT</p>
<p><b>Name</b> Kendall Flint</p> <p><b>Email</b> kendall.flint@dksassociates.com</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945</p> <p><b>IP Address</b> 107.127.14.129</p> <p><b>Device</b> Chrome Mobile iOS via iOS</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 0D18166E</p>	<p><b>Viewed At</b> 04/24/2026 01:01:51 PM EDT</p> <p><b>Identity Authenticated At</b> 04/24/2026 01:02:09 PM EDT</p> <p><b>Signed At</b> 04/24/2026 01:02:10 PM EDT</p>

## AUDITS

TIMESTAMP	AUDIT
04/24/2026 12:58:08 PM EDT	Ashley Kaylor (ashley.kaylor@dksassociates.com) created document '26665-000_Coalinga_On-Call_Outreach.pdf' on Chrome via Windows from 72.177.1.18.
04/24/2026 12:58:08 PM EDT	Kendall Flint (kendall.flint@dksassociates.com) was emailed a link to sign.
04/24/2026 12:58:08 PM EDT	Richard Hutchinson (rjh@dksassociates.com) was emailed a link to sign.
04/24/2026 01:01:51 PM EDT	Kendall Flint (kendall.flint@dksassociates.com) viewed the document on Chrome Mobile iOS via iOS from 107.127.14.129.

<b>TIMESTAMP</b>	<b>AUDIT</b>
04/24/2026 01:02:09 PM EDT	Kendall Flint (kendall.flint@dksassociates.com) authenticated via email on Chrome Mobile iOS via iOS from 107.127.14.129.
04/24/2026 01:02:10 PM EDT	Kendall Flint (kendall.flint@dksassociates.com) signed the document on Chrome Mobile iOS via iOS from 107.127.14.129.
04/24/2026 02:57:50 PM EDT	Richard Hutchinson (rjh@dksassociates.com) was emailed a reminder.
04/24/2026 04:10:47 PM EDT	Richard Hutchinson (rjh@dksassociates.com) viewed the document on Mobile Safari via iOS from 172.56.109.151.
04/24/2026 04:11:00 PM EDT	Richard Hutchinson (rjh@dksassociates.com) authenticated via email on Mobile Safari via iOS from 172.56.109.151.
04/24/2026 04:11:00 PM EDT	Richard Hutchinson (rjh@dksassociates.com) signed the document on Mobile Safari via iOS from 172.56.109.151.