



CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

**November 6, 2014
7:00 PM**

The Mission of the City of Coalinga is to provide for the preservation of the community character by delivering quality, responsive City services, in an efficient and cost-effective manner, and to develop, encourage, and promote a diversified economic base in order to ensure the future financial stability of the City for its citizens.

Notice is hereby given that the City Council will hold a Regular Meeting, on November 6, 2014 in the City Council Chambers, 155 West Durian Avenue, Coalinga, CA. Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to the meeting at 935-1533 x113. The Meeting will begin at 7:00 p.m. and the Agenda will be as follows:

1. CALL TO ORDER

1. Pledge of Allegiance
2. Changes to the Agenda

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Recognition of Service - Rocco Papietro

3. CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item not otherwise on the agenda. 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.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

1. Minutes - December 12, 2013 (Special) - CORRECTED
2. Minutes - August 13, 2014 (Special)
3. Minutes - September 4, 2014
4. Minutes - September 9, 2014 (Special Budget Workshop)

5. Minutes - October 2, 2014 (Amended)
6. Check Register: 09/01/2014 - 09/30/2014
7. Monthly Treasurer's Report - September 2014
8. Community Water Use Update – September 2014
9. Authorize the City Manager to execute a Professional Services Agreement with Omni-Means Engineering Solutions to provide Design Engineering Services for the Elm and Cambridge Ave Signalization Project (City Project Number CPW14-04)
10. Purchase of (1) 2015 Tymco Model 600 Diesel Street Sweeper Project No. CMLNI 5146(013)
11. Notice of Completion for the Forest Phase 2 Reconstruction Project
12. Authorize the City Manager to execute a task order to prepare base mapping related to the Elm Ave Improvement and Underground Utility Project
13. Authorization for City Manager to Sign and Submit Local Transportation Development Funds for Fiscal Year 2014-15.
14. Consideration of Permit Fee Waiver for Concept Plat at Veteran's Park
15. Request City Council Adopt Resolution No. 3659, Which Approves the 9th Amendment to Fresno Council of Governments Joint Powers Agreement
16. Council's Consideration and Approval of Resolution No. 3660 Amending the City's Conflict of Interest Code as Required by the Political Reform Act

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Discussion and Direction Regarding Proposed Contract Extension with Mid Valley Disposal
Rene A. Ramirez, City Manager
2. Introduction and Waiver of First Reading of Ordinance No. 779, an Ordinance of the City of Council of the City of Coalinga Adding Chapter 16 to Title 5 of the Coalinga Municipal Code, Establishing Regulations Pertaining to Massage Establishments
Cal Minor, Chief of Police
3. Council Consideration of Proposals Received on the Sale of the EDA Buildings Located in Coalinga Plaza
Sean Brewer, Assistant Community Development Director
4. Police Department - Monthly Report
Police Chief Cal Minor
5. Fire Department - Monthly Report
Fire Chief Steve Henry

7. ANNOUNCEMENTS

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

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION. Significant

Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9 -
1 case

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

10. ADJOURNMENT

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.

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

Subject: Minutes - December 12, 2013 (Special) - CORRECTED
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Wanda Earls, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
 Minutes_121213_Special_CORRECTED.pdf	Minutes - December 12, 2013 (Special) - CORRECTED

Minutes
CORRECTED
SPECIAL
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING MINUTES
December 12, 2013

1. CALL TO ORDER

Mayor Lander called the Council Meeting of December 12, 2013 to order at 7:00 PM, PST.

Council Members Present: Lander, Oxborrow, Garcia, Ramsey, Keough

Others Present: City Manager Rene Ramirez, City Attorney Laura Avedisian, Finance Director Mari Jimenez, Police Chief Cal Minor, Fire Chief Steve Henry, HR Director Marissa Chavez, Senior Administrative Analyst Mercedes Garcia, Community Development Assistant Sean Brewer, Payroll Manager Frank Esparza, Economic Development Assistant Shannon Jensen, Police Sergeant Darrel Blevins, City Treasurer Olga Keough, City Clerk Wanda Earls

Consensus of Council to Move Closed Session Item 9.2 under Public Comments as item 3.1.

Mayor Lander announced the following changes to the Agenda:

Consent Calendar Item 5.5 moved to Item 4.1 for a separate vote.

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Presentation of US Flag to Fire Dept by VFW Post #2

Former Council Member Glenn Adams presented from the American Legend VFW Post #2 (the Mother Post of California) a very large U. S. Flag to the Fire Department. The Legend provided the funds for the flag and the pipe for its protection came from Agri-Valley Pipe at Five Points. Roger and crew at West Hills College did the tooling on the pipe.

We found out you did not have your own flag for ceremonies and various functions of the Fire Department. The flag can hang from the fire department's unit. Besides the new pole it has been set up so it can be un-folded, displayed and protected at all times. It is easy to care for and easy to store. Dan O'Quinn has been our adjutant for many years. John Boles is our commander and Keith Boles is our vice-commander. He is the finance officer.

A demonstration on how to roll out the flag and roll it back up was presented. (Could not understand wording because of person not being on the microphone.)

Chief Henry received the flag with gratitude. The flag will be displayed on Memorial Day and at other activities of the fire department. In the past, we have had to borrow a flag twice from Kings County and from an individual.

Mayor Lander expressed his gratitude for this act of community involvement.

2. Presentation - AERA Energy, LLC Donation to City for new Kiosk/Wayfinder sign in the Coalinga Plaza

Rich Coleman, Manager of Operations for AERA Energy:

About one hundred years ago, Shell Camp was formed in the hills here and eventually, Shell became AERA Energy. Earlier in August we had a 100th Year Anniversary Celebration at the Baker Museum.

We truly wanted to give something back to the City and contribute to the beautiful project you have in the downtown area. He met with Mr. Ramirez and Mr. Brewer and came up with an oilfield theme to share with others the rich history of the oil industry and how it has contributed to Coalinga. We came up with the kiosk idea and it is his pleasure to be a partner in helping to build that kiosk and contribute to the City. We have a donation from AERA Energy; a check in the amount of \$12,000.

Mayor Lander said on behalf of the City we thank you. We are proud of the fact that the oil companies are still here. You will recall at your celebration he said that Coalinga is an oil town and oil has been the sustaining industry in this community for well over 100 years. We are truly grateful to you that you are still here and we are extremely grateful for your contribution to our City for our City Kiosk.

3. Web Based On-Demand Council Meetings Demo

Assistant Community Development Director Sean Brewer said he has been working with NOVUS Agenda. At the last Council Meeting we discussed the possibility for live screening available for council meetings. We talked to NOVUS and they gave us options of what is available to us. They use a company called Swagit who handles their own web-based on-demand broadcasting.

They did offer us that, if the Council chooses to index under their free option, they would offer us a small proposal to index. You can index each item on the agenda just by clicking on that item number. That would be on demand and not live.

This demo of the November 7th meeting has been indexed.

The demo shows your access to the entire meeting. If you want to look at any staff reports or attachments while viewing an item, you can click on the link and it will open up the staff reports and/or attachments.

This meeting will be available on demand once we get a copy of the DVD and upload it. As soon as we receive a copy of the link from Swagit we should be able to get it linked on the website. We should be able to view the meeting as soon as Monday.

This would be on the City website. It should be a link just below the agenda to get to NOVUS. There will be a separate link for on demand meetings. If we go live, it would be a similar type option.

Mayor Lander thanked Mr. Brewer for this demonstration.

3. CITIZEN COMMENTS

This item was moved from Closed Session Item 9.2 to Item 3.1.

Mayor Lander recessed the Regular Council Meeting at 7:17 PM to Closed Session. Mayor Lander reconvened the Regular Council Meeting at 7:38 PM.

Motion to Change Wording in Item 9.2. "to include all bargaining units" Made by Council Member Ramsey, Seconded by Council Member Garcia. Motion Approved by a Voice (5/0) Vote: Ramsey, Garcia, Keough, Oxborrow, Lander.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

Item 5 moved to Item 4.1 for individual vote.

*Motion to Approve Consent Calendar Items 1, 2, 3, and 4 Made by Council Member Keough, Seconded by Mayor Pro-tem Oxborrow. Motion **Approved** by a Roll-call 5/0 Vote: Keough, Oxborrow, Ramsey, Garcia, Lander*

1. Check Register: 10/01/13 - 10/31/13
2. Monthly Treasurer's Report-October 2013
3. Request of City Council to Approve the 8th Amendment to the Fresno Council of Governments Joint Powers Agreement
4. Authorize Water Treatment Department to spend 2012 Water Bond Funds to Inspect all City Reservoirs and Standpipes in the Water System

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. FY 13/14 Budget Adoption Resolution No. 3631

Rene Ramire, City Manager

Staff is recommending the Council Adopt Resolution No. 3631 for Adoption of Final Budget of the City of Coalinga for Fiscal Year 2013/2014.

*Motion to Adopt Resolution Number 3631 A Resolution of the City of Coalinga Adopting the Final Budget of the City of Coalinga for the Fiscal Year July 1, 2013 to June 30, 2014, Providing for the Appropriation and Expenditure of all Sums Set Forth in Said Final Budget, Providing for the Transfers and Additional Appropriations and Repealing all Resolutions and Parts of Resolutions in Conflict Herewith Made by Council Member Keough, Seconded by Council Member Ramsey. Motion **Approved** by a Roll-call (5/0) Vote: Keough, Ramsey, Garcia Oxborrow, Lander*

2. FY 13/14 Budget Adoption Resolution No. PFA 13-05

Rene Ramirez, City Manager

Staff is recommending the Council Adopt Resolution No. PFA-13-05 for the adoption of final budget of the Public Finance Authority for Fiscal Years 2013 -2014.

*Motion to Adopt Resolution No. PFA-13-05 a Resolution of the Board of Directors of the Coalinga Public Financing Authority Adopting the Final Budget of the Coalinga Public Financing Authority for the Fiscal Year July 1, 2013 - June 30, 2014, Providing for the Appropriation and Expenditure of all Sums Set Forth in Said Final Budget, Providing for the Transfer and Additional Appropriations and Repealing all Resolutions and Parts of Resolutions in Conflict with Herewith Resolution Made by Member Garcia, Seconded by Member Keough. Motion **Approved** by a Roll-call 5/0 Vote: Garcia, Keough Ramsey, Oxborrow, Lander.*

3. FY 13/14 Budget Adoption Resolution No. SA-313

Rene Ramirez, City Manager

Staff is recommending to the Council to Adopt Resolution No. SA-313 for adoption of the Successor Agency final budget for fiscal years 2013-2014.

*Motion to Adopt Resolution No. SA-313 A Resolution of the Board of Directors of the Successor Agency of the Former Redevelopment Agency of the City of Coalinga Adopting the Final Budget of the Successor Agency for the Appropriation and Expenditure of all Sums set Forth in said Final Appropriations and Repealing all Resolutions and Parts of Resolutions in Conflict Herewith Made by Member Oxborrow, Seconded by Member Garcia. Motion **Approved** by a Roll-call 5/0 Vote: Oxborrow, Garcia, Ramsey, Keough, Lander.*

4. Authorization for the Fire Department to Fill Eight Vacant Reserve Positions at a Cost of \$55,000

Steve Henry, Fire Chief

This Item was moved from Consent Calendar 5.5 to 4.1 for an individual vote:

*Motion to Approve and Authorize the Fire Department to Fill Vacant Reserve Position at a Cost of \$55,000 Made by Council Member Keough, Seconded by Council Member Ramsey. Motion **Approved** by a Roll-call 5/0 Vote: Keough, Ramsey, Garcia, Oxborrow, Lander.*

5. Resolution No. 3632 - FY 13/14 Gann Appropriations Limit

Rene Ramirez, City Manager

Staff is recommending that the Council Adopt Resolution No. 3632 for Adoption of the Final Budget of the Gann Appropriations Limits for fiscal year 2013-2014.

*Motion to Adopt Resolution No. 3632 a Resolution of the City Council of the City of Coalinga Adopting the Annual Gann Appropriations Limits for Fiscal Year 2013 and 2014 Made by Mayor Pro-tem Oxborrow, Seconded by Council Member Ramsey. Motion **Approved** by a Roll-call (5/0) Vote: Oxborrow Ramsey, Keough, Garcia, Lander.*

6. Future Agenda Item - Credit Card and Online Payments Update

Mari Jimenez, Financial Services Director

After Discussion the Consensus of Council is to go with Paymentus on a Trial Basis and to include Police and Fire.

7. Future Agenda Item – Discuss Role of City Treasurer

Rene A. Ramirez, City Manager

City Manager Ramirez and Finance Director Mari Jimenez:

The Role of City Treasurer has been defined by the Coalinga Municipal Code.

Through discussion with the City Treasurer, two quarterly reports will be provided; Preliminary Fund Balances Report and an Investment's Report. The City Treasurer will work with the Finance Director obtaining information required for the two reports. Staff and the Treasurer are to coordinate their efforts while being sensitive to the staff's workload.

8. Discussion of Housing Element Approach for Planning Period 2015-2023 (UPDATE)

Sean Brewer, Assistant Community Development Director

Assistant Community Development Director Sean Brewer:

This item is an informational item discussing the Housing Element approach for Planning Period 2015-2023.

In February, the Fresno COG, 2013 Regional Housing Needs Allocation (RHNAT) Technical committee

began meeting to discuss the RHNA process and eventual allocation of housing unit members. During needs meetings several technical committee members expressed an interest in a County-wide Housing Element for Fresno County and its 15 cities. Since then, the City of Fresno has decided to complete their 5th Cycle Housing Element on their own but other member agencies on the committee are still interested in moving forward with a consolidated effort. A County-wide Consolidated Housing Element would be a single housing element document with chapters and appendices that would fulfill the housing element needs of each of the 14 cities within Fresno County and the County of Fresno.

A single element is simply 14 elements put into one document. For Example, Coalinga would ask its Council to adopt the main document chapters and Appendix F so that if anything happened with any of the other agency's elements, it would not impact Coalinga's process.

The consolidated amounts are JUST APPROXIMATIONS but it is staff's opinion that a consolidated document will be less costly than each agency doing their own element. One idea, regarding cost that was brought up by the technical committee is applying for a Strategic Growth Council (SGC) grant. The SGC will be issuing their latest round of "a call for projects" during December 2013. The idea is that in a joint application, member agencies could apply for a SGC grant that would go towards the total pot to lower everyone's cost. The minimum grant amount is \$50,000 so even the minimum would help.

Not all of Fresno's COG member agencies currently have a certified housing element. When everyone is on the same schedule and competes at one time, it is more likely that everyone will get certified. Certification of previous housing elements may not have been the top priority for an agency when comparing the cost with consequences of not having a certified element. However, with SB375 in place there are two new regulations that come with penalties.

If a housing element is not adopted within 18 months of the Regional Transportation Plan (RTP) adoption, then the agency will be required to update their housing element every four years instead of remaining on the eight year cycle.

Cities and counties must rezone the sites identified in their housing elements for specific residential uses within 3 years of adoption. If rezoning is not completed within three years the agency is vulnerable to legal sanctions and court imposed jurisdiction over certain land use actions.

The estimated cost for the housing element under this approach could be as low as \$15,000. This is compared to \$73,000 the City spent on the last cycle.

The City is at early stages of this document which must be certified by the State or lose Transportation Funds. Cost is \$15,000 to do the document and it is due in June 2015 for years 2015 to 2020 (8 year cycle).

After some discussion Mayor Lander indicated the need to move forward.

9. Savemart Supermarkets Shopping Cart Request

Sean Brewer, Assistant Community Development Director

Assistant Community Development Director Sean Brewer:

On November 25th staff received a letter from Save Mart acknowledging the notice from the City to install locking mechanisms on their carts in order to reduce the number of carts being picked up throughout the City. Savemart is requesting as an alternative, that the City allow the installation of locking mechanism that require a deposit for customer use.

The reason staff is bringing this to the Council for consideration is that there was a report presented to the Council at their last meeting advising the Council of the current action on Save Mart and R-N Market and the requirement to install the locking mechanisms. At that meeting there was no opposition to these

measures by the Council (in attendance) and if the Council wishes to allow an alternative enforcement approach it would be better suited being brought to the Council for consideration.

Staff is seeking the direction of the Council as to how they would like to respond to Save Mart's request.

The Save Mart manager was in attendance indicating his dedicated approach to preventing the theft of their shopping carts. He would like the Council to allow him to apply his approach to the shopping cart dilemma. He indicated a cost of \$12,000 for Save Mart to install this type of mechanism to the shopping carts.

There was some additional discussion and consideration to the cost for the City to constantly be picking up shopping carts and delivering them to the City yard.

Mayor Lander indicated that the City has to take into account the expense expended by the City in picking up the shopping carts for Savemart and other businesses.

The Consensus of the Council is to allow Savemart to place the locking mechanisms on their shopping carts. There should be follow-up with R&N Market in reference to shopping carts.

10. Future Agenda Item - Location of Fire Hydrants with Locking Caps

Steve Henry, Fire Chief

Fire Chief Steve Henry:

Several years ago, there was concern that fire hydrants in remote location were vulnerable to unauthorized water withdrawals, vandalism or tampering. Following research by the Fire Department officials, hydrant locking equipment was purchased from Knox Rapid Entry System. This is the same company that the Fire Department uses to place lockable boxes to gain access during a fire.

Maps are attached illustrating the 11 sites where a locking cap is normally found on a fire hydrants. They are located at sites where water trucks and/or tank trailers could have access to remote hydrants. The locking caps are from the Knox Company; they offer a specific and unique type of key to remove the cap. Each Coalinga fire truck has this key available.

Mayor Pro-tem Oxborrow asked about the fire hydrant on Firestone and 198. He suggests that may be the one they are using. He thinks they caught someone stealing water from that one. He was out there today and it is evident that it had been used today.

City Manager Ramirez said he is thinking that an oil company uses that particular hydrant for their operation. He will check with Mr. Arp to find out.

Mayor Pro-tem Oxborrow said this is a problem as mentioned by Council Member Garcia. Water trucks may be using that meter and filling up a 5,000 load.

Chief Henry said they inspected all the hydrants and there was not a meter on that particular hydrant when he checked.

Mayor Pro-tem Oxborrow said they keep the meter on the truck. It is an honor system and sometimes it is not very honorable.

City Manager Ramirez said if they check out a fire hydrant meter they are supposed to use a hydrant assigned to their worksite. That is a hard thing to keep track of. Sometimes they may go to another location and don't inform us of that.

Chief Henry said if they put their locks on the hydrants, they are coded just for the Fire Department.

Council Member Garcia said why couldn't we designate just one water hydrant for our outside water users to use. In looking at your map, you appear to have some hydrants near the Claremont Custody Center. If things go right, we may have to upgrade that camera system. It seems a perfect place to have a visual of the hydrant and restrict our water users to that one spot. We would have a visual of the hydrant and it would be well lit.

Council Member Ramsey said they can go to any hydrant and take the lock off.

Council Member Garcia said all hydrants would be locked with your special lock. Access would be only

from the Fire Department and County and State Fire. In looking at the water reports, we lose a lot of water. City Manager Ramirez said we can change the policy to the City designating one or two hydrants for water users, etc. If you don't use that, they will lose the privilege. He thinks if we try to put those locks on all the hydrants it could cost a considerable amount. We have several hundred hydrants.

Chief Henry said he thinks we are close to 300 hydrants. All the one we identified on the map have locks except for the one on Firestone.

Mayor Pro-tem Oxborrow said there is one at the old high school farm and they found somebody stealing water there.

Council Member Garcia said maybe we can start with the policy letting the users know that there is only one designated hydrant for them to use.

City Manager Ramirez said that Claremont is a good place for cameras.

Council Member Garcia said it makes sense for them to use only one hydrant. He suggested that one location could be used with a camera at the location.

City Manager Ramirez said they would take a look at that policy and bring something back for your consideration.

11. Fire Department Monthly Report - Chief Steve Henry.

Chief Henry said we have not had a lot of high activity because we are beginning to slow down and this is one of our slower months.

Since he was here, they have been participating in the active shooter drill at West Hills College. It was quite the eye opener for both the Police Chief and himself. It was a really good opportunity for us to work with the College and become integrated into their system. We did a lot of debriefing, discussing their authority and their system. We are working together on another training between the police department and the fire department during the winter break so the police department can do what they do best and for the fire department to do what we do best. It is our intention to become much more active. The police sergeant and our officer on duty will then go into an unified command. As ground is gained, the EMS section will come in and begin to treat and transport. He was excited to be there and work with the police department. It has opened the door for a lot more training for the department.

The fire captains along with chief officers from other cities are meeting the 17th, 18th and 19th. They will be taught a countywide rapid intervention program. It means if we have somebody go down inside and should they become lost and issue a Mayday for any reason, that rapid intervention team is designed to be their rescue.

He has a policy on that within the City of Coalinga and Reedley has a policy, but they do not match. Clovis has a policy and they do not match. He authorized this program to start when he was a deputy chief back in the City of Clovis. It is just now coming to fruition. He is excited about this because it allows our folks to train the same way as the people on the other side of the County. When we do work together we are all talking the same language and the processes are the same.

He had an opportunity to speak at the Lions Club Luncheon and he was very pleased. They basically wanted to know where we are act and where we are going.

He attended his last session of the fire services executive development institute and he is now a graduate of that program. He can put those initials behind his name. What it truly did for him is open his eyes to some of the things we are going to have to be facing in our very, very near future. One of the key elements is community paramedic medicine. It is going to be coming and there is no stopping it. We have a system called "fee for service", it is going away because the insurance companies are going to change the way they reimburse for transport to an outcome base. It is truly a very vast change to the way we are doing business. He was exposed to it and he spent two days with a chief from Chandler, Arizona. He spoke to chiefs at DC and Virginia while he was there and they have their hands totally rapped around this idea. He is way out ahead. We are going to begin some partnerships with some insurance companies and the hospital. He has already reached out to the hospital and set it up.

Another is firefighter medical monitoring and firefighter rehabilitation. The laws are changing on these. This has been presented to us including the data.

We are updating our code books with the Fire Prevention Bureau and conducting some training for

inspectors. We should be out doing some business inspections by spring time.

We had 214 calls for service

181 or 84% were EMS

Good intent was 6%

All others were 1%

Fires were an \$8K loss

We are at \$738K of property saved

We had one unable to staff because of no ambulance available.

He put together a 3rd ambulance and took 3 out of 4 unable to staff.

For December these numbers will be high.

Mutual aid calls; 2 into Fresno County and Fresno County into us 1 time. We had Calfire come in and assist us yesterday. Monday that resource goes away. They are closing that station on Monday morning. Our next engine response will be from 198/Hwy. and I-5.

Completed 139 hours of training.

12. Police Department Monthly Report - Chief Cal Minor.

Police Chief Cal Minor:

A very busy month for the Police Department:

Personnel - 20 of 21 positions are filled. Unfortunately, two of them are on light duty. Hopefully, the officer who was in the severe crash about six months ago should be back to full duty in mid-January.

Another officer is out on family medical leave and will not return; he is planning to leave the department at the end of January. He is relocating to the Sacramento area. We will be looking at the Budget passed tonight to see if we can approve a replacement for him.

We still have a vacant half-time ACO position and our reserve positions. With the passage of the Budget tonight we should be able to move forward of these positions giving us some relief in reference to our overtime. Our F/T ACO needs a break. He has been working continuously.

Staff has been involved in working on the backgrounds for our potential Claremont employees. Sergeant Bowles has been supervising the process using a couple of reserve personnel to accomplish the process.

Marissa's staff has been working with our Sergeant and reserves making tremendous progress. We plan to be prepared when Claremont reopens.

Animal Control Officer picked up 29 shopping carts.

Down in animals only picking up 25 animals this month:

16 dogs

7 cats

2 skunks

Two of our sergeants are graduating from the Sherman Block Leadership Institute Training. It is an outstanding program for career development. It is a tough course over a period of time and they have to do a lot of the work on their own time. Many of us will be attending those graduations. We'll be gone next Wednesday and another day in January. Sergeant Bowles will be graduating in December and. Sergeant Roush in January. He is very proud of their accomplishments.

Crime Stats:

Homicides - 0

Rapes decreased 100% from 1 to 0

Robberies - 0 this period and 0 last period

Aggregated assaults dropped 60% from 10 to 4

Simple assaults dropped 83% from 12 to 2

Burglaries up a little - one which is a 14% increase - we are looking to see who has gotten out of jail and who is back because we had an increase the last couple of days which is abnormal.

Thefts down from 35 to 22 - 37% reduction

Vehicle thefts remain the same

Part 1 crime is a 43% reduction

We have a good group of officers trying to protect this City. They do a good job!

A brief recap:

Major cases - press releases were given to the newspaper

Two stolen vehicles were recovered at Polk and Hachman - a moving truck and another vehicle were stolen from the Bay area. Two individuals were arrested. Those cases have been filed.

We completed a narcotics investigation which resulted in a number of arrests. Street value of narcotics was around \$22K - 3 grams of Cocaine mixed with 1 1/2 pounds of meth. They are still working on it and will continue to work on. One case has taken a tremendous amount of work hours.

Our check cashing group we have determined it is not localized just to us but is a multi-state operation. We are working with some federal task forces. From the information we seized and the search warrant we served in Los Angeles County, this is a multi-million operation. We recovered checks and computer records into the millions of dollars. Our detectives were down in Kern County yesterday working with them. The Kern County Sheriff's Department has over a \$100,000 in losses on the agricultural account used here. We made our four initial arrest and two arrests in L. A. County and we look forward to additional arrests. We want to continue to send the message that these people are not welcomed here in Coalinga. We may be a small department but we will spend the resources to track you down and don't come back to our community. Yesterday we had a major search operation. It was very rewarding how the community helped us. We received a crime stoppers tip on the possible body that was involved in a missing person being worked by the Sheriff's Department out in our big drainage ditch which runs underneath Terra Glen and it goes out to creek bed. Our patrol responded doing a quick cursory search and we could not locate anything. In good councious we could not walk away so we decided to do a very thorough search of the old school farm area and the creek bed in that area. The officers contacted people in the community whom they have contact with and they contacted other people and we had community members brining us an all terrain vehicles for our use. We had company owners showing up with their employees on all terrain vehicles. We organized the civilians and our officers and did a complete grid search; it took us about six hours of total commitment. We could tell the sheriff's department and everyone that we were sure at a 95% accuracy that there was no body there. They were going to bring the dogs out but the individual was located last night alive. Being out there observing it, he could not be prouder of the performance our officers and he cannot thank the community enough. Hopefully, we will be able to honor some of these people in the next the next meeting or so.

7. ANNOUNCEMENTS

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION

1. Conference with Legal Counsel-Potential Litigation-Significant exposure to litigation pursuant to Government Code 54956.9(b). 1 case
2. Conference with Labor Negotiator Government Code Section 54957.6. CITY NEGOTIATORS: Rene A. Ramirez, City Manager; Marissa Chavez, Human Resources Director; Laurie Avedisian, City Attorney; EMPLOYEE (ORGANZATION): International Association of Fire Fighters

This item was moved from Consent Calendar to under Citizen Comments as Item 3.1.

*Motion to Change Wording in Item 9.2 "to include all barging units" Made by Council Member Ramsey, Seconded by Council Member Garcia. Motion **Approved** by a Voice (5/0) Vote: Ramsey, Garcia, Keough, Oxborrow, Lander*

3. Real Property Negotiations - Government Code Section 54956.8. Conference with Real Property Negotiators. PROPERTY: Claremont Custody Center, 185 Gale Avenue, Coalinga, CA. CITY NEGOTIATOR: City Manager, Rene Ramirez; Chief of Police, Cal Minor; Human Resources Director, Marissa Chavez; NEGOTATING PARTIES: City of Coalinga, CDCR and/or LA County Sheriff's Office. UNDER NEGOTIATION: Price, Terms and Conditions of a

Property Lease & Use Agreement.

10. ADJOURNMENT

Mayor Lander adjourned the meeting at 9:02 PM, PST.

Closed Session:

During Closed Session, the Council considered a government claim by Coalinga-Huron Library District and voted unanimously 5/0 to settle the claim in the amount of \$535.95.

Ron Lander, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Minutes - August 13, 2014 (Special)
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Wanda Earls, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name		Description
	MINUTES_Special_081314.pdf	Minutes - August 13, 2014 (Special)

**Minutes
SPECIAL
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
August 13, 2014**

1. CALL TO ORDER

Mayor Garcia called the Special Meeting of the City Council to Order at 6:00 PM.

Council Members Present: Oxborrow, Lander, Keough, Garcia; Absent: Ramsey

Other Present: City Manager Rene Ramirez, City Attorney Laurie Avedisian-Favini, Chief Cal Minor, Assistant Community Development Director Sean Brewer, Finance Director Mari Jimenez, Assistant to the City Manager Shannon Jensen, Public Works Manager Randy Arp, Police Lieutenant Scott Ingram, City Treasurer Olga Keough, City Clerk Wanda Earls

1. Pledge of Allegiance

Mayor Garcia led the Council in the Pledge of Allegiance.

2. Changes to the Agenda

None

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

3. CITIZEN COMMENTS

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR (NONE)

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Request Approval to Send RFP's to CAL FIRE and Ambulance Companies

Rene Ramirez, City Manager

City Manager Ramirez:

This is something we have been discussing. You may recall there is a sub-committee; the Mayor and Council Member Ramsey have been sitting with staff with three representatives of the Fire Department Bargaining Group to discuss a possible outcome to help us balance our budget (not necessarily this fiscal year) but for the future.

This group has met three times to develop this Request for Proposal. you will recall when the Chief from CALfire was here and he said if you want us to give you a number, you will need to give to us all the information on what you are expecting. That is what this Request for Proposal is all about.

We are requesting Council approval for the Fire Department to issue a Request for Proposal (RFP) seeking fire protection services from CAL FIRE, and a separate RFP to private ambulance companies in the area seeking proposals for Advanced Life Support services to the City of Coalinga.

Over the past two months the Fire Chief has presented options and reports on what would have to be done to the staffing levels of the Fire Department to overcome this fiscal year's operational deficit in the General Fund. The only options available to the City are to lay off personnel and reduce the level of service to the community, or contract fire and EMS services to outside agencies.

Before an exact cost and savings from these services can be prepared, a study needs to be completed by CAL FIRE and the EMS RFP will need to be issued to private ambulance companies to present a proposal and cost. CALFIRE requires a formal City RFP before they can present a solid estimate of costs. Staff has conducted research and is confident that the savings will be approximately \$600,000 per year depending on the level of service desired by the City.

We sat down with the CALfire folks and said this is what our RFP looks like. There are approximately 30 cities up and down California that have agreements with CALFire for services. They gave us some input and before we hand this over to CALfire we wanted the three other Council Members to have an opportunity to review the RFP.

There are also RFP's for Ambulance Service. This one is a little different in that we want to identify what we want as to a level of service for medical services. This was sent out to private ambulance service companies which operate here in the Valley. That will come back to the Council for an award at some future time.

The two things have to run concurrently. We don't think that we can award an ambulance contract in two or three months and not award or make a decision on the CALFire services. The reason we cannot do that is because the people who are currently in the Fire Department provide the medical services, etc. Also, how are we going to pay for them?

Right now both of these would run concurrently and likely the Contracts would come to the Council at the same time for execution.

Chief Henry is at a Fire Chief's Conference out of state and is not here tonight. He said he would be available by phone for specific questions.

Staff is requesting Council approval for the Fire Department to issue a Request for Proposal (RFP) seeking fire protection services from CAL FIRE, and a separate RFP to private ambulance companies in the area seeking proposals for Advanced Life Support services to the City of Coalinga.

Consensus of the council is to move forward with RFPs.

City Manager Ramirez indicated there is no formal action tonight. We will be taking this forward and begin working with the CALfire folks and Chief Henry when he returns. We will issue the RFP to the ambulance companies to begin this process.

2. Budget Discussion: FY 2014-2015

Mari Jimenez, Financial Services Director

City Manager Ramirez:

Staff has put together some information for the Council. There was information sent to you yesterday and this morning. Mari sent out the remainder which covered all the different funds. We have forty-three pots of money. Residents sometimes ask why are we fixing streets when you tell us you don't have any money. That is because that street work is coming from a specific pot of money for street maintenance. We cannot use it to pay for a police car or to lower water rates, etc. It is to be used specifically for streets.

We have to account for these individual pots of money. We have been trying to focus on the General Fund because that is where there are challenges. He thought we could talk about all the other funds: street funds, Enterprise Funds, etc. There is activity in these funds but not a lot of issues or concerns.

In terms of continuing the budget discussion, Mari will go through the "all funds" and perhaps we will point out some of the highlights in the different non-general fund departments. We are not looking for the Council to approve the budget right now. We just want to give the Council information on the budget to feel comfortable so we can, hopefully, adopt the budget in September.

Finance Director Mari Jimenez said to go ahead and discuss the street funds since it is the bulk of funds available. In reference to your email document on Page 3 "All other funds", Page 3 is the email document sent to you which is your summary of all the funds.

Mayor Garcia called a recess to make copies for everyone at 5:45. Council Meeting reconvened at 5:59 as information was passed out to Council Members.

City Manager Ramirez said City Attorney Laurie reminded him, yesterday, that we can submit an argument in favor of the Utility User Tax. He has two versions prepared. He just wants to see if one should perk your interest. If you like one of them, let him know and staff will submit it. Also, if individual Council Members wish to make comments or maybe one particular member, staff will submit your comments. The statements were circulated among the Council Members.

Finance Director Mari turned the meeting over to Assistant Community Development Director Sean Brewer to discuss the Street Projects.

Mr. Brewer summarized the street projects by priority planning for FY14/15 to include ADA Transition Plan Implementation, Slurry/Chip/Cape Seal (Various Locations), Elm Avenue Beautification Phase 3, Forest Street Reconstruction (3rd to 5th), Paving of 13 Alleys, New Street Sweeper and Elm/Cambridge Signalization for a total of \$3,450,000.

Information on the outstanding grants was covered. The plan is to apply for additional funds to complete Forest Street and then we will move on to other areas.

The good news is we have a healthy balance in our street funds. We have spread out the engineering and construction costs (you can see from the spreadsheet what our allocations are) and we don't expect these dollars to change. At this point we have funds built in for the future and we have a good group of projects to get us through for the next seven years.

If the Council has questions he is willing to answer them. If the Council has particular projects you would like to see, we can definitely add them to the list.

Mayor Garcia said the other project he hears people wanting to see is sidewalks and curbs from the housing development on Jayne Avenue into the City. This would benefit people trying to come into town. That has been a concern for that community because people are not able to walk safely into town.

An audience member spoke but comments cannot be understood on the tape.

City Manager Ramirez said the biggest cause for that is the CCC closing outside of town. We had a contract with the State of California for approximately 20 years, up until the time it closed. It was providing about \$1 M in dollars to the City's fund operation. The General Fund usually totals \$7M in revenue and what we are finding out is that the revenue was affected when that facility closed. The other part is when the State got rid of all City Redevelopment Agencies; that was money the City used for the entire community.

We have been trying very hard to rekindle that relationship with the State to open the CCC back up, and also, seeing if there is some law enforcement agency or some other potential user that would like to either purchase the facility, rent or lease the facility. As yet, we just haven't found any one.

Individual speaking but cannot understand what is being said.

City Manager Ramirez replied that is a tough political question. He has been around the community long enough and knows there has been those types of discussions. Fresno County is not going to hear of it. Fresno County is not going to let those oilfields be annexed to the City of Coalinga and allow Coalinga to become a part of San Bonita County, Monterey County, etc.

The Council has been trying to reduce our costs. One of the things we are doing right now it to try and find out how much it would cost if we have the State provide Fire Service to Coalinga. That does not mean we are going to layoff anyone at the Fire Department. The Fire Department employees would become State employees. Also, we are considering outsourcing ambulance service to see if there is an opportunity to save expenses so we don't have to raise taxes or fees.

Individual continued to speak but cannot understand what he is saying.

City Manager Ramirez said that is a good question. We compare to the other communities in the Valley as to our sales tax. It is tough because people can purchase things on the Internet and we are still trying to figure out how, across the nation, to deal with that.

City Manager Ramirez and Finance Director Jimenez summarized Non-General Funds explaining some of the "all funds" detail for revenue and expense.

Comments and discussion:

- Outsourcing Fire and Ambulance

- Spend money here not out of town = sales tax is tough

- Algae in canal

- Electronic gas meters next month

- We have had 2 rate reductions in gas

- Street sweeper

- Energy Audit Done

- Police Department

 - No vacancies being filled

 - 18 officers - 3 positions vacant

- CALFire/Ambulance

- Fire Department has 2 vacant positions

- EDA Buildings to be sold

- Building Permit Fee - increasing

- Warthan Place Apartments

- Enterprise Fund to PD

- \$266K to PD from Enterprise Funds

- \$ from sale of EDA buildings should go into reserve

- Billing Service for Ambulance Service

 - Highest fees in County

- Fire Works Display \$14K

 - City paying for fireworks - Chamber of Commerce can help with possible fund raising for fireworks display

- Sports Complex - push responsibility on Park District

 - City Manager Ramirez to talk to CHRPD Manager Humburger

Airport - Shift Shifters

Next steps:

Other cuts - potential layoffs?

Emphasis on filling and/or selling CCC

On CCC need to save \$100K on maintenance

Sell EDA Buildings!

Possibly invest in T-bills

September meeting RFP from Chief Minor

September meet suggestions for CCC

Budget document to address \$250K from Enterprize Funds to PD

Patrolling alleys

Overall patrol possible from Gas Fund

Who will audit us? Bond holders.

Council Members want no more cuts

Question: Are we double-dipping in Enterprize Funds?

City Manager indicated it will have to be justified and reasonable. \$266K strong case

City Council member indicated we probably need to make cuts; we need to see the reality of all of this.

There will be a review of budget, etc., in December.

What will budget look like?

There are two options. Where will realistic cuts be: Budget A or Budget B:

Need to hear from both chiefs on what they are going to do at September 4 Meeting.

Mr. Brewer indicated that the EDA buildings were not designed as condo's.

He is working on the RFP. It is like an auction with sealed bids. He is almost done.

City Manager Ramirez said he talked to Susanne Fox who is to arrange audience with secretary and/or under-secretary at State Department of Corrections. They are willing to meet in Sacramento. Are there several Council Members who would like to attend this meeting? Council determined that Council Members Lander and Oxborrow will attend meeting with State. They will get all data available in reference to the CCC.

Ms. Fox indicated that the State is still interested in contracting with the City. The thing they are not committing to is "when". He told her that "when" is a major issue for the City. He told her the City is looking at outsourcing the Fire Department and Ambulance service. Also, the City does not have enough money to pay our bills.

In reference to the Department of Corrections we are asking if they can discuss our situation before the "three judge panel". It is a Federal Panel which has been telling the Department of Corrections they need to reduce their prison population and place people outside of their State prisons. Maybe that would put some pressure on the Department of Corrections to sit down and talk with us. Several Council Members were somewhat reluctant to go that route.

Mayor Garcia said he is willing to sign the argument in favor of Measure P.

City Manager Ramirez said he has to be off the next couple of days. He will send it to Shannon who will work with you on this. They can just put Mayor Garcia at the bottom.

City Manager Ramirez asked about Council's favor to the two arguments he passed out for Measure P. It was indicated they like the "bulletin" pointed one.

Council Member Oxborrow asked that his name be omitted as he is not in favor of Measure P.

7. ANNOUNCEMENTS

None

8. FUTURE AGENDA ITEMS

None

9. CLOSED SESSION (NONE)

10. ADJOURNMENT

Mayer Garcia adjourned the meeting at 7:51 PM.

Tony Garcia, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Minutes - September 4, 2014
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Wanda Earls, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
📎	MINUTES_090414.pdf	Minutes - September 4, 2014

Minutes

CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA September 4, 2014

1. CALL TO ORDER

Mayor Garcia called the Council Meeting to order at 7:00 PM.

Council Members present: Oxborrow, Lander, Ramsey, Keough, Garcia

Staff present: City Manager Rene Ramirez, City Attorney Laurie Avedisian-Favini, Assistant Community Development Director, Senior Administrative Analyst Mercedes Garcia, Finance Director Mari Jimenez, Police Chief Cal Minor, Fire Chief Steve Henry, City Treasurer Olga Keough and other staff members.

Absent: City Clerk Wanda Earls

Note from City Clerk Wanda Earls:

(Regular City Clerk was ill and she usually records all staff members in attendance. She neglected to request person sitting in for her to record those present.) The ones listed are usually in attendance and may be corrected.

Tapes provided did not record properly and cannot be transcribed. This is of no fault of person sitting in for the City Clerk.

Tape #1 appears to be scrambled and nothing can be understood.

Tape #2 is blank of any recording.

There is no Police or Fire Department Report because of tape issue. Also, no City Manager Report, Councilmember Announcements or Mayor Announcements because of tape issue.

1. Pledge of Allegiance

Mayor Garcia led the Council in the Pledge of Allegiance.

2. Changes to the Agenda

Item pulled from Closed Session:

CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation. Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) Government

*Motion To Accept Change to the Agenda Code Section 54956.9: 1 case - Vasquez vs. City of Coalinga Made by Council Member Lander, Seconded by Council Member Ramsey. Motion **Approved** by a Roll-call (5/0) Vote: Lander, Ramsey, Oxborrow, Keough, Garcia.*

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

None

3. CITIZEN COMMENTS

None

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

Consent Calendar Item Number 1- Minutes - June 12, 2014 (Amended Special) Pulled for Correction.

*Motion to Approve Consent Calendar Items 1, 2, 3, 4, 5, 6, 7 and 8 with Correction to Minutes Made by Mayor Pro-tem Keough, Seconded by Council Member Oxborrow. Motion **Approved** by a Roll-call (5/0) Vote: Keough, Oxborrow, Lander, Ramsey, Garcia.*

1. Minutes - June 12, 2014 (Amended Special)

City Manager Rene Ramirez pulled Item 1 - Minutes of June 12, 2014 (Amended Special) for a correction which needs to be made in reference to a Closed Session Item.

2. July 2014 Water Update

3. Check Register: 07/01/2014 - 07/31/2014

4. Monthly Treasurer's Report - July 2014

5. Code Enforcement Activity (January 1, 2014 - August 25, 2014)

6. Approve Design Engineering Task Order and Preliminary Budget for Phase 3 of the Elm Ave Beautification Project (Elm/SR 198 from 7th Street to Polk Street)

7. Adoption of Resolution No. 3653 - Authorizing the City Manager to execute deeds for the conveyance of abandoned property to the Mary Nell Knight Revocable Trust

8. Fire Mechanic Technician Job Description

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Authorization to Advertise the Request for Proposal to Sell the Coalinga Plaza EDA Buildings **Sean Brewer, Assistant Community Development Director**

Assistant Community Development Director Sean Brewer:

The City Council authorize staff to release a Request for Proposal to entertain qualified bids for the purchase of the Coalinga Plaza EDA building.

City staff have been working on a sales approach for future sale of the EDA building located in the Plaza. There are two independent buildings comprised of 7 units each. Staff was given direction to condo the individual units for sale. The City Council at their last workshop worked with staff to develop a sales approach that would be fair and equitable and further directed staff to prepare a Request for Proposal (RFP) that would allow for either the sale of the buildings as a whole or as individual units.

Staff has been working with the City Attorney to draft an RFP that reflects what staff and the City Council have ultimately envisioned. The draft RFP is attached as part of this report and staff is seeking direction from the City Council to advertise and work with the City's Real Estate Agent, Tawnya Stevens of Mid-State Realty, in getting the word out. Details of the sales approach and schedule are identified in the RFP and should identify the approach communicated by the City Council.

Motion to Advertise Request for Proposal to Sell the EDA Buildings Working with Tawnya Stevens of Mid-Valley Realty Made by Council Member Oxborrow, Seconded by Council Member Ramsey. Motion Approved by a Roll-call (5/0) Vote: Oxborrow, Ramsey, Lander, Keough, Garcia.

2. Draft Request for Proposals and Letters of Interest to Purchase, Rent or Lease the Claremont Custody Center – Information Only

Rene A. Ramirez, City Manager

City Manager Rene Ramirez:

Staff is introducing a draft document to the Council. The purpose of the document is to allow the City to consider proposals or letters of interest for the purchase, rental or lease of the Claremont Custody Center.

The Council had asked staff to prepare a document that would allow for proposals to consider the sale, rental or lease of the Claremont Custody Center (CCC). The State contract to occupy the CCC ended in August 2011 and since that time the City has been unsuccessful in its continued efforts to find a tenant, or use, for the CCC. Along with the CCC's closure came a financial obligation due to the layoff the employees and ongoing maintenance of the CCC. This financial obligation has cost the General Fund more than \$2.8 million.

The CCC was opened in February 1991 at a cost to the City of some \$12.4 million to purchase the property, construct the facilities to State specifications, at the time, and outfit the CCC with the necessary equipment to safely house State inmates during the term of the 20-year contract with the State. Over the term of the contract with the State, this debt was retired.

The attached draft document has been conceived to look like similar requests for proposals that the City issues for projects or consultants, and it resembles other similar documents issued by other public agencies.

There will be a date and time stipulating when proposals will begin to be accepted. Staff has purposely left the time open during which proposals will be allowed and not placed an end date. The document has been drafted in such a manner that proposals or letters of interest will be considered "informal" in nature, which allows staff an ability to explore "reasonable" possibilities for use of the CCC. The informal nature also offers the City the ability to both consider and react to any and all "reasonable" proposals or letters of interest, and move forward into more direct discussion. Or, the informal nature provides an "out" for the City to reject any and all proposals or letters of interest that the City feels are not in the best interest of the City or best use of the CCC.

The document itself contains background information about the CCC, relative property information, a description of the CCC's layout, and list of attachments, purpose of the document, and a tentative selection schedule and process. Staff is open to suggestions from the Council that will improve the document and/or make more clear the City's intent or desire.

The following are notations written on Council Vote Sheet relating to the CCC which were proposed by Council Members::

Omit Construction Costs

Supplies, property determine if college, recreation/park district can use.

What are current construction costs?

RFP - omit cost of construction

Omitting Animal Shelter and Service Center was never discussed

3. Discussion of Measure P

Rene A. Ramirez, City Manager

Discussion tabled until after budget discussion.

4. Consideration of a Budget Alternative for Fiscal Year 2015

Mari Jimenez, Financial Services Director

Item continued until Special Workshop at 5:30 PM on 09/09/14.

5. Consideration of Resolution No. 3655 Adopting a Budget for Fiscal Year 2015

Mari Jimenez, Financial Services Director

Item pulled from Agenda.

6. Consideration of Public Finance Authority Resolution No. PFA 14-03 Adopting a Budget for Fiscal Year 2015

Mari Jimenez, Financial Services Director

Item pulled from Agenda.

7. Consideration of Successor Agency Resolution No. SA-317 Adopting a Budget for Fiscal Year 2015

Mari Jimenez, Financial Services Director

Item pulled from Agenda.

8. Resolution No. 3656 - FY 14/15 Gann Appropriation Limit

Item pulled from Agenda.

9. FY14/15 Continuing Budget Resolution No. 3654

Rene A. Ramirez, City Manager

*Motion to Continue Budget Resolution No. 3654 Made by Council Member Ramsey, Seconded by Council Member Oxborrow. Motion **Approved** by a Roll-call 5/0 Vote: Ramsey, Oxborrow, Lander, Keough, Garcia.*

10. FY14/15 Continuing Public Finance Authority Budget Resolution No. PFA 14-02

Rene A. Ramirez, City Manager

*Motion to Authorize Budget Resolution #PFA 14-02 Made by Council Member Ramsey, Seconded by Council Member Oxborrow. Motion **Approved** by a Roll-call (5/0) Vote: Ramsey, Oxborrow, Lander, Keough, Garcia.*

11. FY14/15 Continuing Budget Resolution No. SA-316

Rene A. Ramirez, City Manager

*Motion to Continue Budget Resolution NO. SA-316 Made by Council Member Ramsey, Seconded by Council Member Lander. Motion **Approved** by a Roll-call (5/0) Vote: Ramsey, Lander, Oxborrow, Keough Garcia.*

12. Police Department - Monthly Report

Police Chief Cal Minor

The report by Police Chief Minor was not retrievable from the cassette tape.

13. Fire Department - Monthly Report

Fire Chief Steve Henry

The report by Fire Chief Steve Henry was not retrievable from the cassette tape.

7. ANNOUNCEMENTS

1. City Manager's Announcements

None

2. Councilmembers' Announcements/Reports

None

3. Mayor's Announcements

None

8. FUTURE AGENDA ITEMS

None

9. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation. Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) Government Code Section 54956.9: 1 case

10. ADJOURNMENT

Mayor Garcia adjourned the Council Meeting at 8:30 PM.

Tony Garcia, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Minutes - September 9, 2014 (Special Budget Workshop)
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Wanda Earls, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
 MINUTES_Special_Budget_Workshop_090914.pdf	Minutes - September 9, 2014 (Special Budget Workshop)

Minutes
SPECIAL BUDGET WORKSHOP
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
September 9, 2014

1. CALL TO ORDER

Mayor Garcia called the Council Meeting to order at 5:30 PM..

Council Members Present: Oxborrow, Lander, Ramsey, Keough, Garcia

Others present: City Manager Rene Ramirez, Finance Director Mari Jimenez, Assistant Community Development Director Sean Brewer, Police Chief Cal Minor, Fire Chief Steve Henry, Administrative Analyst Mercedes Garcia, Payroll Manager Frank Esparza, Lieutenant Scott Ingram, Sgt. Blevins, members of the Fire Department, Police Department and family members, and

Olga Keough, Treasurer
Wanda Earls, City Clerk

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

3. CITIZEN COMMENTS

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR (NONE)

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Discussion of FY 2014/2015 Budget

Rene A. Ramirez, City Manager

City Manager Rene Ramirez:

This is a budget workshop/meeting to offer revision to the proposed General Fund Budget. The following information was summarized by City Manager Ramirez. He wants to simplify this for the Council. One thing to remember is that the budget is a spending plan and can be adjusted. It is not in concrete. There was an original \$1M shortfall.

Bond holders are asking questions.

General Fund Revenue - Total	\$6,871,374
Proposed General Fund Expense	\$7,280,919

Budget Shortfall	(334,635)
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Staff's Suggestions to Council:

1. Increase Ambulance Revenue to match FY14 YTD Revenue or add \$86K

2. Reduce CCC maintenance budget to \$50K
3. Defund one service center mechanic \$48.7 (use Fire mechanic position during transition). It was suggested to wait on this item until mid year budget planning/review in January.
4. Reflect Wildland billing, YTD, September 9, 2014 \$25K
5. Adjust Police Revenue for Football Games \$2K
6. Reflect Derby Weekend Costs - public safety \$17.5K.

Revised FY 2014/15 Proposed Revenue \$7,001,874

Revised FY 2014/15 Budget Expense \$7107,298

Revised Budget Shortfall (\$105,424)

Council Members suggested some of the following:

- *When EDA Buildings sell - don't include \$560 in Budget - Place in General Fund Reserve
- *Take \$60K from water fund to help fund Fire Department for fire hydrant maintenance. (Direction to document all future documents as long as funds are being used.)
- *Reduce electric bill at CCC.
- * Total costs for water plant manager position is \$91K with benefits. There are two employees working their way up. Spend few dollars for training.
- * Need Fire Department to do inspections for one-time fee.

City Manager Ramirez is willing to use his licenses at Water Plant and to take over supervision and oversight at Water Plant. This saves \$91K normally spent for Water Plant manager and helps bring budget into balance by transferring part of City Manager Ramirez's salary to Water Plant. (Someone suggested an increase in salary for City Manager Ramirez. He quickly indicated this is no time to discuss an increase in salary for him.)

- *When people leave, take several months to request/recruit new employee.
- *Council firm right now on "no layoffs"
- *Police Department has \$35K in cuts in operating expense. Suggestion to increase amount from natural gas fund by \$60K to support Police Department.
- *Fire Department has reduced 4 positions. Ambulance 1-2 units. There could be some flexibility in ambulance revenue. Getting rid of overtime.
- * There should be reduction in Worker's Compensation to be paid this year.

Mayor Garcia expressed concern that the administration/human resources which makes up 23% of budget should consider additional cuts like the PD and Fire Department have made.

City Manager Ramirez indicated over the past year, reductions have been made within the departments. They have lost several positions during the year and employees were not replaced. He does not recommend additional cuts due to already working at bare minimum staffing.

Mayor Garcia said he understands there have been cuts during the year but he doesn't want it to appear we are balancing the budget on the backs of the PD and Fire Department.

City Council Members re-emphasized there was to be no cuts in positions.

Council Member asked for all departments to revisit their budgets looking for additional cuts in budget.

City Manager Ramirez will look for additional General Fund Budget cuts.

Mayor Garcia said we still have to meet with the Chamber of Commerce to discuss the public safety during

Horned Toad Derby.

Council Members want no cuts in salary until mid year budget.

Consensus of Council is to move forward applying additional budget cuts and to meet on October 2nd to approve 2014-2015 Proposed Budget.

(Note from City Clerk. These minutes are transcribed from written notes taken by me at the meeting. There are times when some individuals cannot be understood. This was from speaking too softly; several speaking at once; someone coughing over the person speaking, etc.)

7. ANNOUNCEMENTS

None

8. FUTURE AGENDA ITEMS

None

9. CLOSED SESSION (NONE)

10. ADJOURNMENT

Mayor Garcia adjourned the workshop meeting at 6:34 PM.

Tony Garcia, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Minutes - October 2, 2014 (Amended)
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Wanda Earls, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name		Description
	MINUTES_Amended_100214.pdf	Minutes - October 2, 2014 (Amended)

**Minutes
AMENDED
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
October 2, 2014**

1. CALL TO ORDER

Mayor Garcia called the meeting to order at 7:00 PM.

Council Members Present: Oxborrow, Lander, Ramsey, Keough, Garcia

Other present: City Manager Rene Ramirez, City Attorney Laurie Avedisian-Favii, Finance Director Mari Jimenez, Assistant to the City Manager Shannon Jensen, Assistant Community Development Director Sean Brewer, Police Chief Cal Minor, Fire Chief Steve Henry, Senior Administrative Analyst Mercedes Garcia, Payroll Manager Frank Esparza, Police Lieutenant Scott Ingham, Police Sergeant Darrel Blevins, and

City Treasurer Olga Keough
City Clerk Wanda Earls

1. Pledge of Allegiance

Mayor Garcia led the Council in the Pledge of Allegiance.

2. Changes to the Agenda

There were no changes to the Agenda.

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. West Hills College 18th Annual Athletic Hall of Fame Inductees - Certificates of Recognition

Mayor Garcia read the names of those inducted into the West Hills College 18th Annual Athletic Hall of Fame.

3. CITIZEN COMMENTS

City Manager Ramirez introduced Mr. David Wolf, new city attorney as our present city attorney has resigned and taken a position with the City of Fresno. At the next Council Meeting, Mr. Wolf will be sitting on the dais with the Council. He is currently the City Attorney for the City of Clovis and the City of Fowler. He is now right between a large city and a small city.

Mr. Merl Parkins, Concerned Citizen:

He has some water issues and he has not been able to get them resolved. He thinks there is a potential Brown Act violation with the Budget Workshop and other small violations to the Brown Act evidently are of concern.

At this time Mr. Parkins read Page one of a six page letter/report to the City Council. He expressed concerns regarding his water and its affect on his family. According to Mr. Parkins, the water at his home is a health hazard to he and his family. He wants his water tested. He expressed concerns about the dates and

times of City Council Meetings indicating the City Website does not provide information he was seeking in reference to meetings, etc. After calling the City Manager, personnel from the Water Department went to his home and though the person was professional, friendly and informing, the situation is not resolved. He continues to have nonpotable water in one of his faucets at his home.

Mr. Parkins indicated his unhappiness at the way the Council Meetings are run and the dates of the meetings. He feels one scheduled Council Meeting per month, is not enough to conduct City business. He expressed concern about the length of time the meeting he attended lasted. One hour and forty-five minutes was simply not enough time to handle all of the problems facing the City Council. He expressed unhappiness about the Budget Workshop which was recently held.

Mr. Parkins appears to have numerous complaints regarding the City Council and how it is handling City business. He continued to read his letter/report exceeding five minutes in duration. One Council Meeting per month even though the City is in the worse budget crisis since it was incorporated in 190_? is not enough. He feels the elected officials have not been acting in a reasonable sustainable fashion due to making motions to Council which normally would be handled at a second Council Meeting leaving small violations to the Brown Act and many other acts. He questions the way public notices are handled and he feels we need to stop all Budget Workshop proceedings immediately and proceed with a well publicized re-due of a special budget workshop that was so urgently scheduled two weeks ago.

Mayor Garcia called Mr. Parkins on the time and indicated the Council has a copy of his written concerns.

Mr. Parkins continued to read his complaints and Mayor Garcia interrupted him.

Mr. Richard Hill, Confidential Address not given. He is here to address the Chief of Police more than anybody else. On the 19th of last month he went on a "ride-along" with Manny. He had been hearing and seeing negative comments on the Internet. He has done about five previous "ride-alongs". He decided to go on a Friday night when most of the action is taking place.

He first observed the City's dispatch office. It is some piece of work. He takes his hat off 100% to the men and women working there because they are worked to death. They have cameras, phones, radios and they have to disburse the correct information to the correct people and/or facility. They are working long hours. He does not think they receive enough praise from us. He takes his hat off to them. He, then, went to their meeting and he listened to them talk; it was very professional, about what they did the day before and what they were going to do today.

We have three officers on a twelve hour shift; they run the town. He does not know how many of you have been in the military, but when you only have three men doing a patrol in an area the size of Coalinga it is tough duty and these men/woman are under a lot of pressure. Some of the calls he went on were suicide attempt, someone out of control in the hospital, a huge party was going on, a family dispute. On everyone of these calls (he knows it was not because he was there) they were professional, they talked everything down. There was a huge party they went to and it was at least 100-125 people and they went in there and they controlled that and there was not one problem Those young people did not fight, or argue. They said "thank you very much" because the officers acted very professional. He understands there are times when they are being shot at or shoots are being taken, there "road-side manner" may not be what we would necessary want, but they are under a lot of stress and they have a lot of pressure on them. He thinks they are doing a fine job and he takes his hat off to the Chief of Police for having an organization that is doing their job. That is why he went out there and they proved it to him that our Police Department is still in control and they are doing a fine job. "Thank you, Chief, for doing a fine job and thank you, Chief, for doing a fine job for our community and for our citizens". That is why he is here. Our Police Department, regardless of what you hear out there, our Police Department is doing a fine job!

Mr. Nathan Vosburg, he complains a lot on Facebook. Today he will offer some ideas and some

suggestions rather than just complaining.

Ideas on City's website and Facebook page:

Website: The front page of the Website which should be the most attractive to the users has walls of text and it is not very attractive to users when they visit the City's website. There are not very many pictures and not very much useful information that grabs the user's attention in a positive manner. He thinks this could be replaced with ever-changing banners and carousels with pictures. They could show pictures of our police and fire department, public works, etc. doing good things in the City which will grab user's attention. Maybe have them be shifted to our individual places like the fire department, police department, etc. He notices there is not a section which has passed on current budget information. This would be good for potential investors who come to our City looking for budget information to see how our City is doing and what funds might be available and what the City is spending. They might be able to invest in either the private or public sector. He would like to see a promotion for City codes like for dog fees, licensing for bikes; he sees this as money just left on the table. We could begin collecting on some of this money. We have a lot of codes out there being violated. There are a lot of things that are not being picked up. This does not mean that Joey is not doing a great job informing people and out there busting his butt, but he thinks if we did some things on education we could get more people further informed and when they do get hit with a fee, they would be a little more willing to say they messed up, etc. Dogs and bikes are just an everyday occasion. Do we have a serial number on those bikes? No we don't, we are just looking for a black bike that somebody has. What can they do? He thinks there are things involving public service like the PD and fire department are going out there. They are finding people's stuff and people should have to "pony-up". If you are utilizing these services then you should have to put in a share. He would like to mention there is no spot on the website for Coalinga small businesses. He thinks if we want businesses, investors to take Coalinga seriously and move here instead of just working here. We need to begin promoting these types of things. We need to start promoting the businesses we have. When people look at our Website and see these things, they are going to see we are promoting the businesses. Therefore we should get more businesses here or maybe they may start a business. That way the City is promoting the businesses that are actually here. He would, also, like to mention that we could get more graphic content relating to the community. All of this could be highlighted for Investors and small businesses in an easy to read fashion. We then could send that information out over Facebook.

Ideas on the City's Facebook page:

After looking at the City's Facebook page he began to realize it gives him a really negative outlook towards Coalinga. The page has a total of 77 photos all of but 20 of them are individuals arrested for crimes. He does not think this promotes a positive outlook for the City and it could have a negative impact on the City and open up unwanted liability, in many different ways, from investors to small businesses and to people being upset that their name is put out there. He would suggest to add that on our City website and put all the police logs on there. There is much talk about this tactic and whether it works or just provides a spotlight on criminals. This tactic was recently shot down by Huntington Beach due to these concerns. He disagrees with this tactic, personally, because it makes the City look back to investors or people wanting to move here. It gives the wrong impression to the people of Coalinga and highlights negative activity instead of the positive. Do we really want people to be for business and investment? Who decides whose picture is put on the website? That is why he feels there could be a future liability there because who decides the activity to be put there? If we are going to put something there, he thinks we should put it all there; like in a police log fashion. But that is not good looking on Facebook which is why he suggests moving that to the website under the police log activity and filling up Facebook with more positive stuff to promote our City. If the PD wants police logs, he thinks it is a great idea.

He thanks you guys for listening.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

*Motion to Approve Consent Calendar Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 Made by Mayor Pro-tem Keough, Seconded by Council Member Lander. Motion **Approved** by a Roll-call (5/0) Vote: Keough, Lander, Oxborrow, Ramey, Garcia*

1. Minutes - June 12, 2014 (Amended Special)
2. Minutes - June 25, 2014 (Special)
3. Minutes - June 25, 2014 (Special Budget Workshop)
4. Minutes - July 10, 2014 (Special Joint Workshop)
5. Minutes - July 10, 2014 (Amended Special)
6. Minutes - July 17, 2014 (Special)
7. Minutes - August 7, 2014 (Amended)
8. Water Use Through August 2014
9. Check Register: 08/01/2014 - 08/31/2014
10. Monthly Treasurer's Report - August 2014
11. Request to Enter into an Instructional Service Agreement with FCC
12. Award Purchase of Energy Efficiency Equipment for the Sewer Plant to Medora Co. in the Amount of \$203,319

Mayor Pro-tem Keough pulled Item 5.12 for explanation. He is trying to figure out who is paying for this.

City Manager Ramirez said initially the City pays for it up front. Once the equipment gets installed, PG&E's engineers come out and certifies that the equipment has been properly installed. We may pay up front but PG&E is going to reimburse us and we will pay that back with a zero percent loan with a reduction of \$35,600.

Council Member Keough asked the time frame on the repayment.

City Manager Ramirez said the repayment is going to be based on the energy savings. The audit said we would probably save about \$40-\$50K in power costs. Whatever we save in power will go to repay that debt. Staff thinks it should take three to four years at most. The initial money is coming out of the sewer fund.

13. Authorize the City Manager to Sign a Termination of Landowner Agreement with the Pleasant Valley Water District Related to the Enrollment in the Westlands (Westlands Water District) Stormwater Coalition.

Mayor Pro-tem Keough pulled Item 5.13 for explanation.

This just caught his attention because he was looking at the elimination of landowner agreement. Are we giving up land?

City Manager Ramirez indicated the City is not giving up land. The Regional Water Quality Control Board has a new regulations stating that if you are irrigating land, they are going to require some type of permit for that process. They do not want you fowling the waters of the state or federal government.

The Pleasant Valley Water District which surrounds us and the Westland's Water District which is east and north of us, agreed to work together to come to some solution for this area. There is an area of the Westland's Tulare Lake (a map is provided for you) which is 5000 acres of land that is affected by this rule from the Regional Board. Westland's Water is taking the lead in trying to put together the program so everybody is in compliance with this regulation. They have decided they want to approach it a different way and have gone through a process of trying to get all the landowners to sign an agreement, evidently we may have previously signed something but this is prior to his tenure with the City.

The Pleasant Valley Irrigation District sent him a notice that Westland's Water was going to approach this a little different but prior to doing that you need to terminate the agreement. We are not selling any land but will profit because we are going to be in compliance with the water regulation. We have to sign this termination letter. At sometime in the future, he will probably be coming back to you saying here's the process we now have to comply with and meet the State's requirements on irrigated land. This is the land the sewer fund purchased when (years ago) we were talking about moving the sewer plant out there. We still haven't decided if we are going to put the sewer plant out there. It is our land but it is being farmed by the Lovelace family (they owned it prior to the City purchasing it) they lease it.

14. Consideration of Resolution No. 3657 Requesting Action by Congress on Drought Legislation
15. Adoption of Resolution No. 3658, authorizing the City Manager to execute agreements with the California Department of Transportation for the Coalinga Citywide vehicular traffic calming and safety enhancement plan

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Addendum to Request for Proposals for Sale of EDA Buildings

Rene A. Ramirez, City Manager

City Manager Ramirez said this was brought to his attention by the mayor. We have the RFP out there for the EDA buildings and there is some concern with the way the RFP is structured. There were some thoughts/concerns brought up by some of the tenants in the buildings. They met with the mayor and asked if they could have a "right of refusal". The mayor informed them he could not make a decision unilaterally but he can place it on the agenda for the Council to discuss. Being placed on the agenda allows the City to negotiate with current tenants and perhaps change the process.

Mayor Garcia said he did meet with several of the business owners; it was a good meeting and they asked a lot of good questions for which he did not have all the answers. He informed them he would get back to them. One of the things they brought up was the actual bid, was it going to be opened in public or in private? He was under the impression the bids were to be opened in public. After clarification from the city attorney, he was informed they are to be opened in private. For transparency reasons he feels they should be opened in public at a pre-designated time and open to anyone wishing to attend.

The other question is answered in that the Council does have the authority to reject any and all bids. At that time it would be up to a businesses owner or another person to come to a Council meeting and make it know that they would like to match or exceed the bid price. That would be a decision for this Council or a future Council to decide. His request today is let's move forward with an addendum that the bids be opened in public and to designate date and time for this opening process. He opens this up for questions.

Council Member Lander would like the attorney's opinion as to why they can be opened publicly.

City Attorney Avedesian-Favii asked the Council to keep in mind this is not a Public Works job where we are required by law to go out to bid. This is a request for proposals to purchase the EDA units. The RFP

as drafted states the real estate agent and the community development director would open the bids, rank them and provide that information to the Council.

Council Member Lander said his point is that they can legally be opened in public if the Council chooses to do that.

City Attorney Avedisian-Favii stated the RFP can be opened without changing the RFP. This would allow the Council an opportunity to notify those who are planning to submit a proposal that there would be a public bid opening and (cannot understand wording),

Council Member Oxborrow questioned the date of the 13th to open the RFPs. He does not think we need to change it. Just put a notification out that anyone who wants to be at the bid opening may do so.

Assistant Community Development Director Brewer stated the only problem with this RFP is that we can't provide an addendum like we would for a public work's project. The RFP is available electronically and the majority of the people have been obtaining the document electronically. There is no way to actually notify every person who has received it, there is no way to know who received the RFP. There are multiply listings of the document. Is there a legal way we can post it or can we make changes to the RFP which would mean we would have to reissue it.

Council Member Oxborrow said he does not think we need to reissue it he just thinks to keep the date the same.

City Attorney Avedisian-Favii said the only change you are wanting to make at this point is that it is going to be a public bid opening. It is just a notification to those interested in attending. The bids are due October 13th and the evaluation is due the 17th. Between that window is when the bids will be opened. If you want to establish that time now, it can be done.

Council Member Oxborrow suggests Tuesday after 5:00 PM to open the bids for anyone wanting to show up. He thinks what we are trying to do is be transparent here. Everybody will be able to see who is bidding, etc.

City Manager Ramirez said on Tuesday at 6:00 staff will open up all the proposals for the buildings at the Council Chambers.

Mayor Garcia entertained the motion that we open the bids in public on Tuesday the 14th at 6:00 PM.

*Motion for staff to open the bids publicly on Tuesday the 14th at 6:00 Made by Council Member Oxborrow, Seconded by Council Member Lander. Motion **Approved** by a Roll-call (5/0) Vote: Oxborrow, Lander, Ramsey, Keough, Garcia.*

2. Adoption of a Revenue and Spending Plan for Fiscal Year 15

Rene A. Ramirez, City Manager

City Manager Ramirez said we are here tonight, after many budget meetings to adopt the City's FY2015 Budget. Once we receive the property tax in December or January we will have a better idea of what our revenue will be looking like not only for this fiscal year but for next year. Staff suggests, at that time, to make any amendments to the spending plan.

A PowerPoint presentation was made by City Manager Ramirez. He pointed out there are approximately 20-30 different funds that the City administers. There are sixteen funds which give us the most concern because they involved the Police Department, Fire Department and the Public Works Department and they make up the vast majority of the City's financial operation.

He summarized the General Fund as to Revenue, Expenses, Ending Fund Balance and any variances:

Revenue: 7,163,474

Expenses: 7,158,496

Variance: 3,978 surplus in General Fund

The next funds are all street related funds. The gas tax fund is used to pay for the operations of our street department. The Transportation and Development ACT and Measure "C" funds from Fresno County are used for street maintenance and ADA compliance of the streets and sidewalks. Typically, the street maintenance funds have money in their funds so when we start a fiscal year we have carryover money. We are carrying over funds from previous year's balances which we are going to use for street projects.

The General Capital Fund has been a fund where the City had placed some one-time monies from different sources. Over time it was used to provide for capital projects and we used it to help us balance our General Fund Budget the past several years because it allows that type of expenditure description. What is left in the fund is being used to fund some of our capital projects. Funds may be transferred into this fund from our street or water account and then used for street projects. There is really no change at all in capital funds.

The Enterprise Funds he calls the businesses of the public. They are funds where we charge a fee for service; water, gas, etc. It appears they have more expenditures than revenue. He would not worry much about that as, typically, what we do with the Enterprise Funds is budget our expenses a little conservatively. An example of that is the water system. We typically budget about \$600K for power and about \$800K to purchase water from the Bureau of Reclamation. We don't use all that money because it depends on how much water we are going to have to purchase. This year, we are probably going to spend \$400K or one-half of that \$800K. Typically, what happens in the Enterprise Funds is we don't usually spend it all. It usually comes out pretty even. If there is a structural problem we may need to look at our rates.

The only fund we don't have any control over is the Transit Fund. It is funded entirely by the Fresno County Rural Transit Authority. The Utility Billing fund is known as an internal service fund. It provides support to the Enterprise Fund.. Utility bills are sent out to customers for water, sewer, and sanitation. That money is used to pay for the processes of our utility bills. The next one is the Successor Agency Fund and that one is the former RDA. What we are showing here are our debt service payments. The Council doesn't really have much authority over this. It is all the State of California Department of Finance. The City is acting as a fiduciary agent for the State of California. In the year 2016 the State anticipates that all these types of funds will go away. Right now we are managing the fund. The last one is the EDA Building Fund. For a number of years, we had an operating budget to maintain those buildings. Now we have more expenses than potential revenue. We are trying to sale these buildings. We are setting them up as business condos and because of this we had to set up a HOA Account. A budget must be set up for the buildings to be maintained, going forward, until such time as the City is not the majority owner of those buildings.

In a nutshell, we wanted to give you the major funds to provide for you the financial operations of the City Budget. The number of people that the City employs is 95 full time people. It does not include a number of part-time people, reserve people or the number of (cannot understand wording).

There are 13 General Fund Departments. He would like to talk a little more about the General Fund.

City Treasurer Keough said she has a question about the Water Fund. There are some restrictions as to revenue and expenses. She understand the debt ratio should be about 25%..

City Manager Ramirez said there is a debt coverage ratio which we must maintain. Considering our current rate structure on the revenue we are projecting, we will meet that.

City Treasurer Keough asked if expenses could be higher than revenue.

City Manager Ramirez said what we are showing is what is budgeted and we are not going to spend all that so, in his opinion, we are okay. Sometimes we get phone calls from our bond trustees about our debt coverage ratio and how it is being affected by the drought. We are generating enough revenue to satisfy that ratio. That is why we came forward in April to ask for a rate adjustment to insure we have the correct debt ration coverage. The intent is that the actual expense and revenue generated will met that debt ratio.

Drafts were explained on the General Fund. In Fiscal Year 2007 the City hit a landmark where our expenditures were about \$8M per year and this was so through 2013. The good thing, at the time, was that our revenues were also around \$8M her year. It changed when the State Department of Corrections closed the Claremont Facility and we lost that revenue. We also lost revenue because of the economic downturn. Over the past years, even through our expenditures have stayed close to \$8M, our revenue has been dropping.

In about Fiscal Year 13 the previous City Manager Darrel Pyle and the Cities of Coalinga, Delano, Shafter and Taft were working with the L.A. County Sheriff's Office and the State to reopen these facilities. When the City adopted the budget for FY13 we anticipated we were going to have a contract with the L.A. County Sheriff. When the Council adopted the budget for Fiscal 13, they did anticipate we were going to have a contract with the L. A. County Sheriff. At the time, the expenditures were close to \$8.5M. The revenues were close to \$8M as well. The reopening of the CCC did not happen for a variety of reasons that really sent us into a tailspin as to trying to manage our expenditures with a different revenue picture. The past couple of years we have been trying hard to deal with the change in our revenue plan. Now that we have a better idea of what that revenue picture looks like, we have been trying to adjust our expenditures.

He has to give the Council and staff credit. Since Fiscal Year 13 we have literally reduced our expenditures through staffing reallocations from the General Fund to other departments. There have been some savings from insurance costs to the City which means we are doing things well. It is not costing us as much to take care of our liability insurance. We have held some positions open. We have had some impact to services provided to the community and we have heard about it. We have tried to reduce our costs. We have had some labor concessions and some "give backs" by the employee groups so we could get our expenditures down. That is what we have been struggling with; to try and bring the cost down to manage our revenue.

The other thing we have done is we are looking at transitioning how we provide fire suppression services and ambulance services to the community. Currently is costs the General Fund \$2.5M. The revenue we would generate from ambulance reimbursement and some of the wild land fires support would probably bring us closer to \$2M in expenses.

He has to give the Fire Chief and the fire union some credit. They recognize we have some issues and we need to try and bring our General Fund back into some sort of balance. We have gone down a path and had some discussions and we are talking to CALfire. Our employees would eventually become CALfire employees. We would still retain local control under the banner of the Coalinga Fire Department. The fire station and fire trucks would remain the same but the people would be working for CALfire.

We are also looking at how we can deliver the emergency medical services differently. Chief Henry has sent RFPs to private ambulance companies to see if they are interested in servicing the Coalinga area. We are trying to reduce our expenditures in the General Fund so we can keep the expenditures more in line. The challenge is if we continue down this path, we are not going to see a financial difference in FY16. CALfire said it would probably take six to twelve months to complete that transition..

We started negotiations with the Department of Corrections (they contacted us) and we began regular discussions with them, we held a job fair and spent about \$150K evaluating those people who might become correctional officers. We found out in late March that they were given a two year extension on

meeting their population limits at prisons and they threw the Valley Fever issue at us. Immediately, we began talking to our elected officials in Sacramento to get them to advocate for us to no avail.

The past several weeks, Mayor Garcia, Council Member Oxborrow and he went back up to Sacramento and met face-to-face with the Secretary asking their plans for Coalinga. They indicated that we are on the radar screen but their challenge is finding the right type of inmate to fill the facility because of the Valley Fever issue. With all this being said all that work has put a dent in our ability to try and get a budget adopted in a typical July 1 time frame. We now find ourselves, after several budget workshops, finally at a point where we think we have a balanced budget for the General Fund.

A chart is shown as to where the funds are being spent for the General Fund. When we last met with the Council we talked about how we were going to try and get a balanced budget and, at that time, we made some recommendations. One was to adjust the ambulance revenue to what the YTD was in FY14; we adjusted the revenue up about \$86K. We also increased the wild land fire revenue by support from the Fire Department through September 9th increasing it about \$25K. We did a couple other things, at that time, to increase revenue but even then we found ourselves about \$160K short. With the Council direction, we went back one last time to look where in the General Fund could there be some opportunities to adjust revenue. That is what he has tried to summarize for you here with the Staff Report. In working with the finance director maybe we were too conservative in our approach with some of our revenue projections. In taking a look at property values, we found they have increased somewhat and we have seen, over the past several years, property related revenue increase. What we did in the first three areas, which are property tax related, we actually decided to adjust the revenue and bring it up to what we saw YTD in FY14. We did the same thing with another tax related item. We are seeing an up-tic in building fees. There are a couple of projects coming forth in the pipeline. We are actually increasing them by another \$20K.

The largest change is right here and it has to do with how we provide the service center services. The service center is where we maintain all the City's vehicles. It is a General Fund department so all the expenses of the two mechanics out there come from the General Fund. Interestingly enough, there is no line item for the labor for the non-General Fund departments, the street operations, water, gas and sewer operations. He is recommending that we take 1/2 of that labor which is about \$71K and charge it to those departments. There should be no reason why the General Fund should be paying for the labor costs of those non-General Fund departments. When you do all that, it helps bring our General Fund budget back into a balanced area. The Council asked us to bring together a balanced General Fund budget and we have tried our best with what we feel are safe recommendations on the revenue and expense side. If things play out, at the end of the fiscal year, we should have a small surplus.

If we sale those EDA buildings, the Council has said those funds are going to be placed aside in a reserve account. That is what our plan is. He will be frank with you, that money is General Fund monies and if at the end of the year, if there is a shortfall, it has to come out of there. It is like the shortfall we had related to the CCC and the money had to come from the General fund.

Our intent right now, if the Council adopts the budget plan, is that the departments are going to try and spend the monies they have been allocated in their budgets. We are going to try to insure that we collect all this revenue. Hopefully, at the end of the year, we are hopeful to have a small surplus in the General Fund.

We will come back to you sometime in January with an update to let you know where we are in case we need to make any changes. He will answer any questions the Council may have.

City Treasurer Olga has a question about the (cannot understand wording) it looks like for fiscal year 2014 (cannot understand wording) based on the draft. However, on the (cannot understand wording) budget, YTD the (cannot understand wording) is \$6.1M.

City Manager Ramirez said what he has here is two lines or dots. Remember, last year what we had adopted

for FY 14 was a balanced budget and that is what was to be reflected here. In this one is another point for FY14 showing what (cannot understand wording). He thinks what happened is he put the wrong number in his Data-point. You are correct, it should be down here. The revenue should be reflected further down on the page. He is glad you caught that.

Mayor Pro-tem Keough said what does that mean there is \$1M difference in the revenue to expenses for last year.

City Manager Ramirez said if you will remember, the way we balanced this budget is that we were going to use some one-time dollars that were in our former retirement account. There was about \$400 and the difference was to be made-up of from that General Capital Fund. There was going to be upwards of 3/4 of a million dollars or so to come out of that General Capital Fund. What is reflected here is our expenses (these are not audited expenses) we have on our books. That is what these points are. He does not believe, again, that the audit is complete and it shows exactly where our revenue comes in. At some point and time, we have to try and show a balance of the revenue with the expenditures. Right now, it really does not show that because we have not completed the audit..

Mayor Pro-tem Keough said this kind of segues into my questions. It sounds like we used \$1M of one time monies to balance the General Fund, right?

City Manager Ramirez said roughly speaking it was about \$1M.

Mayor Pro-tem Keough said about two months ago we were going back and forth on the budget and it seems like we had about a \$1M shortage. Where were we going to find it?. We were talking about laying people off and all kinds of things. Now a few months later, we have surplus, he does not really see a difference in the revenue. There is \$1M just made up and now he is hearing there was \$1M from one-time money from last year. He is skeptical on that. One of his questions is he sees a lot of the funds having deficiencies. You went over that and you said we have a built-up amount of money which will cover that. He is thinking for next year we are taking from what we have saved overtime and we are spending more than we are bringing in for this year, where is this going to leave us for next year?

City Manager Ramirez said to keep in mind you are talking about two difference types of funds. We are talking about the General Fund and you are talking about the Enterprise Funds. They are two separate types of funds. We have to account for them separately. They are all part of the same budget but they are not part of the General Fund. We are talking about one fund here and you are talking about Enterprise Funds. The gas fund and sewer funds both have cash and the water fund has some cash. He has mentioned the gas fund because in FY14, we budgeted in expenditures \$1.5M to purchase natural gas. We actually spend \$900K; we spent \$600K less. What we try to do is to determine, historically, what our trend has been for budgeting purposes so we don't have to come back and say we need to appropriate more money because we need to buy more natural gas. In FY15, we are also saying we want to spend about \$1.5M for natural gas. We now have some added expenses for natural gas. If you remember, the Council said let's have the police department patrol more on the gas side and with that have them charge-out to the tune of about \$320K. That is new costs to the gas fund that is built into the gas fund budget.

Mayor Pro-tem Keough said he is looking at his notes and we are in Ordinance #2 here and you have given us revenue for natural gas, sewer, sanitation and just about everyone of them has a deficiency. You stated we have surplus money in those funds and we can pay more this year.

City Manager Ramirez said water, sewer, natural gas, sanitation and transit are the ones on that summary page showing that there was more expenditures than revenue. What he is saying is that we have typically budgeted expenditures to those Enterprise Funds more than revenue. What we don't have is where our expenditures exceed the revenue. If you will look at the detail sheets provided you, you will see how much we have spent over the years. We normally don't spend all the money we budget.

Council Member Oxborrow said if you will look at Measure "C" three or four years ago we had almost \$4M in Measure "C" funds. Those dollars are meant to accumulate. When they give you the money for Measure "C" you are suppose to do your roads. If you see a deficient there, it is because we are spending the money now that we were not spending four or five years ago not doing the roads. With the gas fund, we have had two reductions in rates so we could lower the amounts charged to residents. It appears we are deficient spending in the gas fund. There is a method to the madness.

Mayor Pro-tem Keough said finally, this is strange to him showing a deficient in the water fund when we just raised rates a few months ago.

City Manager Ramirez said we are not showing you the fund balance, only what we are anticipating for revenue this year and what we are anticipating as expenditures. In that fund balance there is money even though we are showing more expenditures than revenue. He will guarantee we will not go into that fund and spend all that money. It is going to depend how much water we produce and how much capital work we anticipate doing. What is budgeted in there is \$1.5M - \$2M for water system improvements for a water tank.

He is pleased to answer your questions.

3. Consideration of Resolution No. 3655 Adopting a Budget for Fiscal Year 2015

Mari Jimenez, Financial Services Director

City Manager Ramirez said if the Council is ready to adopt the budget, we need to adopt this Resolution and the next three Resolutions.

City Attorney Avedisian-Favii said these will need to be adopted individually.

*Motion to Adopt Resolution No. 3655 Adopting the Budget for the Fiscal Year 2015 Made by Council Member Oxborrow, Seconded by Council Member Lander. Motion **Approved** by a Roll-call (4/1) Vote: Oxborrow, Lander, Ramsey, Garcia (Keough voted "no")*

4. Consideration of Public Finance Authority Resolution No. PFA 14-03 Adopting a Budget for Fiscal Year 2015

Mari Jimenez, Financial Services Director

*Motion to Adopt Public Finance Authority Resolution Number PFA 14.03 Adopting a Budget for FY 2015 Made by Council Member Oxborrow, Seconded by Council Member Ramsey. Motion **Approved** by a Roll-call (4/1) Vote: Oxborrow, Ramsey, Lander, Garcia (Keough voted 'No').*

5. Consideration of Successor Agency Resolution No. SA-317 Adopting a Budget for Fiscal Year 2015

Mari Jimenez, Financial Services Director

*Motion to Adopt Successor Agency Resolution SA #317 Adopting Budget for FY 2015 Made by Council Member Oxborrow, Seconded by Council Member Ramsey. Motion **Approved** by a Roll-call (4/1) Vote: Oxborrow, Ramsey, Lander, Garcia (Keough voted "No").*

6. Resolution No. 3656 - FY 14/15 Gann Appropriation Limit

Mari Jimenez, Financial Services Director

*Motion to Adopt Resolution 3656 for the Gann Appropriation Budget for FY 2015 Made by Council Member Oxborrow, Seconded by Council Member Lander. Motion **Approved** by a Roll-call (5/0) vote:*

Oxborrow, Lander, Ramsey, Keough, Garcia.

7. Discussion of Measure P

Rene A. Ramirez, City Manager

City Manager Ramirez said this was brought forward for discussion by Mayor Garcia.

Mayor Garcia said this is something he brought forward that didn't require any reduction in service and didn't require elimination of positions. When we all voted for it, we had gotten the scenario that we were going to be \$1M short and there was going to be major cuts to the police and fire departments which would negatively affect our community. Based on that, Council Member Ramsey moved forward with Measure P. This only gave us one month to decide how we were going to accomplish this. Based on information we had received and the timeline that we had, we thought it would be appropriate to let the community decide on Measure P.

Since that time he has had some major concerns. One was he did not know that West Hills College was going to move forward with a \$20M bond measure that is Measure T on this ballot. With the budget workshop, we saw we could balance the budget with no major cuts. It was a great plan for us to be proactive. As plans go, we can't be married to a plan and sometimes we have to change and go a different direction and say "Measure P is not necessary for this year". We should let the community know we no longer support it and we should just move forward. There are a lot of things which should have happened and we should have gotten the business community involved in this as well as the community involved.

He is bringing this forward to the Council to have a consensus of "no favor" on Measure P.

Council Member Ramsey said the thing he wanted to bring up about Measure P is it was not to hire more police or fire personnel. We were not going out to buy more fire trucks, more police cars, etc. We were just trying to balance our budget. We don't have Claremont and we don't have the revenue coming in as before. We had to do it in a timely manner because of the election rules, etc. and the short timeline to which we had to adhere. That is why we tried to rush it so we could get it on the ballot. In hindsight we should have brought this up months ago and we would have had the time to properly prepare for it. Many cities don't have the police department or fire department we have. The reason he wanted to go with the utility tax is it went out to everybody. We are always saying we have to pay taxes and he has always run against no new taxes. This was a way for the City to bring some revenue back in for police and fire. We chose the rate of 5.5% because they said that was what we needed for the budget. Down the road, we could always reduce the rate. We didn't do this just to raise the taxes, we just wanted to keep our police and fire departments in tact.

Mayor Pro-tem Keough said he doesn't know why we are bringing this up tonight. When we were hashing this thing out, he kept hearing the citizens have the right to decide. Now it is out there and going to be on the ballot so let the citizens decide.

Mayor Garcia said the reason he brought it up was because we were anticipating a reduction in police and fire. As the budget played out, that was not the case. So basically, we would have been misrepresenting the community by still supporting Measure P after adopting a budget. It does not seem fair to him and it isn't logical to him so he can no longer support it. Maybe, we jumped a little too fast, maybe we should have listened to Council Member Oxborrow and slowed down. Now we have a balanced budget with no reduction to public safety. Yes, it will be on the ballot but he personally and publicly does not support it.

Council Member Oxborrow said he does not support it and he does not think there should be a consensus from the Council Members. If they want to support it they can but he does not.

Council Member Lander said he has not encountered anyone in his business that supports the Measure. It has been said to him many times, that the City Council is imposing this upon the public. That is not so! The

Council put this on the ballot so the citizens of this community could decide if they wanted to maintain the present PD and fire as there are or reduce services. The PD and fire departments are a cost to this community. He confers with Mayor Garcia and Council Member Oxborrow that it is there and whether the people decide to do it or not, it is up to them. From what he is hearing from the Community in his place of business, he doubts it would pass. Times are tight, people are having financial challenges and the college is introducing a bond which makes for a difficult situation. Was it a good idea and could we be faced with this situation next year? It is very likely we will be. Maybe we should put together a workshop to put our heads together and work something out that would be agreeable to the Council but equitable for the citizens.

Mayor Garcia said he has received comment from each of you so the topic is complete and we can move on.

8. Police Department - Monthly Report

Police Chief Cal Minor

Police Chief Cal Minor said it is always a pleasure to talk with you about your Police Department.

As far as our personnel, we are fairly staffed with 19 of our 21 positions. That is where we will stay during this fiscal year.

We have one officer working light duty. He has an on-duty injury and it has taken a while to get resolved with the Worker's Comp process moving very slowly. Hopefully, we have more information on this at the next report. Last month he reported that two of our uniformed employees were facing some medical issues. He is happy to report that one of them was completely cured last month. The other one is facing more medical testing. One dispatcher who was off on maternity leave returned bringing us to full staff in that department. The only vacancy is our part-time animal control officer. We will begin to look to fill that position in November saving us a little money toward the budget..

Today we provided narcotics investigation training to 14 officers from Huron, Orange Cove and the hospital police department. He thinks it says a lot for them to come to us for their training. We do have those areas of expertise and it is very commendable for a small department. We have been very successful and people outside our community have noticed it. They asked for the training and we are happy to provide that service. We will begin POST training; it is a three day training period that all officers must go through and we have to complete it by the end of this calendar year. We pushed it off and will be starting this month to complete that training. It creates a few scheduling problems because we have to backfill staffing or we pay officers overtime. The good news is that it is reimbursed by POST. It is good training.

The Animal Control Officer picked up 27 dogs, 25 cats, 3 skunks, 2 rabbits and 2 bats. Both bats were at our local schools. We also picked up 5 shopping carts. There has been a drastic decline in shopping carts.

Other stats:

We have had no homicides.

No reportable robberies

Aggregated assaults have dropped 80% from 10 last year.

Simple assaults were 9 an increase from 7

Burglaries dropped to 2.

Larceny has dropped from 25 one year ago to only 8 and this is substantial.

Motor vehicles thefts at this time last year were 3, this year we are at 0.

We have had an overall reduction in crime of 63% for this reporting period.

He attributes this to what we have worked on very diligently the past 2 1/2 years and it is about the alley patrol, residential patrol, etc., He cannot ask anymore from our officers. We do push them and they do respond. He thinks they are doing an outstanding job.

Major case highlights:

Investigators very busy with a major sexual assault trial starting on the 15th. The Deputy DA asked that we do some very time consuming follow-up such as transcribing telephone conversations. There is 300 hours of doing that. It takes a long time and we will be doing more this week. This is an example of what we have to do to prepare for these cases.

On September 25 we made a prostitution arrest at the local massage place. We have received many concerns about what activity was going on there. It is a regulated business. There is a board and cosmetology licensing act which is monitored by the State. The massage parlor one was attached to them and the rules are regulated by them. It really took it away from the City. Yesterday, Governor Brown signed legislation that regulates these types of establishments. It won't be controlled by the fox watching the hen house.

We introduced an undercover officer into the facility and the person was in there by herself and very quickly solicited the officer for a sexual act for a certain amount of money. The officer did not engage in that; that is not how it works. He did the arrest and handled the processing.

On the 30th we served a search warrant for the investigation ongoing at the Baker Museum. There is a loss in excess of \$9K. We arrested a former employee and we are going through the processes. We still have work to do on that and we have warrants to serve on the bank accounts. Any type of investigation like this is very time consuming. We obtained evidence during the search warrant and we felt very comfortable in making the arrest. It accelerates the process in getting it adjudicated in the courts. We are going to begin this major trial and many people in the department will be involved in it.

The last thing we will be doing is scheduling a gun destruction. Since he came here six years ago, we have gradually been going through our evidence locker. About 2 1/2 years ago, we finally adjudicated and disposed of the money which had accumulated in there for years which requires research of court documents and people; it is very time consuming. We have finally done that on our firearms. We have firearms which were seized back in 1981.

On the date of this meeting, the City Clerk realized that the recording device had not advanced to the second tape for recording. The second tape had to be switched back to the first recording station. This created a brief period of unrecorded reporting. The end of Chief Minor's report is not available due to this situation.

9. Fire Department - Monthly Report

Fire Chief Steve Henry

Fire Chief Steve Henry:

He always has more work after returning from these conferences/meetings. He has a stack of things in the works. He needs to begin working on them just to stay current.

One of the things which came across at the conference on Monday morning was some disappointing news. The AB2577 Bill that was setting on the Governor's desk was returned unsigned. That Bill would have allowed the Fire Department to bill for medical aid services on top of the ambulance services. The Fire Department would have been able to bill for those services and applied the same to Medical. We would probably see a third more of what we are seeing now, if we were able to access that funding source. The good news on this is that the team that put through AB678 has a Plan B established and they are currently working on that. We have not lost that opportunity, we are just are delayed a bit. The reason the Governor reported he didn't sign it was he felt the Department of Healthcare Services was too busy. Because they are too busy, they could not take on another \$3B dollars from the federal government. We are losing out on that money for awhile. The fire chiefs are working very diligently at the legislative level to put in different

legislation and allow the opportunity for DHCS to be involved.

There are some other issues as they become a little more prevalent he will share with you. One of the agreements we entered into is that California Fire Assistant's Agreement CFAA. This agreement is what the OLS is a signature party to. We fall under OLS and we are a signature party to them so we are a member of that organization and that agreement. The United States Forestry has elected to step away from that agreement and are challenging the portal reimbursement and the hours worked. The Federal Government sees sixteen hours of workday and they don't pay their employees to come to work or to come home. During emergencies if you are a federal employee, you don't start on the clock until you get to the fire. The agreement that is signed by seven parties, federal government, OLS, etc., the agreement states that we will receive reimbursement for portable portal and the entire time we are there we are to be reimbursed. The federal government has a 16 and 8 work cycle, local government and Calfire's work cycle 24 on, 24 off. That has always been a conflict but it has been worked out at each separate fire. Now the forestry service does not want to pay for a 24 hours shift for hours worked and they want to begin doing 16/8's. We can abide by that and have but we will not accept the fact that we are to go fight their fire and return from their emergency incident and that they don't pay us for this time. What you will see, in the next few months, is a resolution drafted by the fire department to describe your agreement with the MOU with your firefighters to be paid from the moment they leave and are assigned to a fire until they get back. That is going to be a resolution that we will need to present to the federal government. It is either that or we have to come up with a new MOU/ MOA and he thinks that is not such a good idea at this particular time. so a resolution is probably going to be needed. As soon as we get that drafted, it is in the process, he will present it to you for your consideration.

He had an opportunity to sit down for 1 1/2 hours with the Southern Region Chief and the Assistant Chief for the Southern Region to discuss our request for proposal for Calfire. A lot of questions and a lot of good discussions came from that meeting. There are some concerns, our staffing level is a concern. They may or may not be able to address all our staffing needs. What they are doing is recommending the move forward. It has gone to Sacramento for the Director's review.

What they also showed him was that some of the cities that have contracted with them went to a staffing level in the complicity. Coalinga falls under that complexity and that is that they run metropolitan staffing levels. We talked about that in the committee and the different levels of staffing. The Southern Region Chief has recommended in his proposal to Sacramento that we increase our staffing by one on duty per day. That gives us the 3-person on duty (not necessary paramedics) unless you change that choice. After much discussion, he does not have numbers for you but he looks forward to seeing those because he thinks this is going to be less of a cost to provide the service. The savings may not be what we talked about originally (\$400-500K is conservative) because we are adding another body into the staffing levels, He does know that the cost of doing the fire suppression services will be less because we will have that third body. That gives us an opportunity to staff more equipment and if you so desire the 24/7 paramedic in town. He is looking forward to the proposals coming in because they have gotten very creative. They are working very hard and the region chief made a comment and it was the last thing he left me with and that is he is very emotionally tied to protecting our employees. He thought that is significant for a man in his position. He has a relationship to Sacramento and knows what he can push forward. He sees some positive movement and some good things coming out of this. He looks forward to that proposal.

He also is getting questions about our EMS proposal. There is interest out there. He is receiving nibbles. We'll see how that works out. He has got to have a meeting with the CEO of American Ambulance in Fresno. He has questions we are going to answer for him. There is a lot of interest in this proposal.

Next week is Fire Prevention Week, October 5 through 11th. On Wednesday evening we are going to have an open house; 5:30 to 8:00 at the fire station. We will be giving station tours and equipment tours, equipment demonstrations, fire prevention techniques and some activities for the youngsters. He encourages everyone to come down and pay us a visit. If you have ever wanted to see a fire station, now is the time to

do it. The guys will be there giving tours, etc.

Our message is to purchase smoke detectors and save lives. In the past we were required to have a smoke detector in the hallway and one in the main room of the house. In our new building code, a smoke detector needs to be placed in the kitchen or the egress of the kitchen, the main body of the house and in every sleeping quarters. That is significant. We are asking folks to make a \$10.00 investment, it is going to wake them up much sooner than smelling smoke, etc.

The Safety Committee got together and invited CalOcha to visit us and we received a confirmation from them. They visited the Public Works Department, Fire Department and Water Treatment Plant. He was very pleased with our inspection; there were some thirty-day notices where they were in violation. We have not received the formal report back. They are just housekeeping issues which we have dealt with. Overall, there are some changes we need to make and it was good because they educated us on the illness and prevention program that we have. We are going to improve on that. We also received a lot of compliments on what we have done thus far. A lot of communities are not as well off as we are on the safety side of things. He thinks that has to do a lot with what HR has been doing in focusing on that effort. So kudos to the Human Resource Department.

We participated in two events on September 11th. Captain Krider was able to speak at West Hills Community College Memorial at noon. Your chief was at the dedication ceremonies and memorial at Snyder Electric in Clovis.

Good news as of two days ago; we received \$150K from GMT reimbursements. The checks have been deposited in the bank. We still have about \$94K outstanding. There is an audit going on. Once we clear the audit then those funds will be released. After 2 1/2 years of saying, "It's coming." It is here.

Other good news is that our wild land reimbursements have surpassed \$251K. We just went into a red flag high protensive fire situation in Ventura County, L.A. County, Orange County and San Diego County as of this morning. Extra staffing is being moved from the Central Valley down into prepositioned locations in Ventura and Southern California for the next few days. in anticipation of a significant event happening over the weekend.

Patrol 171 just returned from the King Fire where they spent six days. They got so wet they had to wring out their sleeping bags and dry them out prior to them coming back. The rain actually went through Northern California and put the fire out. That is exactly what they needed at the time. If they had not caught that rain, you would be looking at South Lake Tahoe and the surrounding community being involved.

The Coalinga Fireman's Ball has been moved to November 1st at 6:00 PM at Harris Ranch. He looks forward to seeing you all there.

Calls for service for August was 230 calls. Seventy-nine percent of them are EMS calls. They had eleven fires with \$100K loss; two hazardous conditions, nineteen good intent calls down significantly. We answered eight false alarms and two calls we were unable to staff. We had an outside ambulance come in and cover those calls. Our medic's commitment was from the low 40's to 39% for this past month. We surpassed 139 hours of training in the month of September.

7. ANNOUNCEMENTS

1. City Manager's Announcements

City Manager Comments:

Mr. Brewer brought to his attention that Planning Commissioner Rocco Papietro who has been on the

Planning Commission for 20 years has handed in his resignation as a Planning Commissioner. He has taken another position involving some travel out of town. Staff will present him with a plaque for his years of service.

Council Member Lander asked if we have a list of those interested in serving on the Planning Commission.

Assistant Community Development Director Brewer indicated there is no list of potential applicants to the Planning Commission.

City Manager Ramirez indicated that over the past few weeks he has been contacted by the Bureau of Reclamation. Evidently, they have been contacted by folks back in Washington about the three communities over here on the Westside. While he has no official document he is anticipating one from them basically saying, "We appreciate all the efforts the City of Coalinga is doing to conserve water and request you continue to do that. We are going to help you to insure you have enough water for the remainder of this water year". There will be a catch to it in that they want to be assured that we will continue our conversation efforts.

Mr. Ramsey has shared with me that there was an article in the Hanford paper related to the City of Avenal and their water challenges.

Mr. Brewer wanted to bring up some information he just found out in regard to the Plaza proposal.

Mr. Brewer said he does not know if our real estate agent is going to make it to the public bid opening. We did set aside the following week for interviews, if necessary. He is asking if the Council would be amenable to having the opening on the 21st the following Tuesday at 6:00 PM? They are due on the 14th and we can notice the local businesses of the change.

2. Councilmembers' Announcements/Reports

Council Member Ramsey said he was asked by Deanna Lander to announce the Baker Museum Yard Sale at the Richfield Station across the street. They are going to sale squares where you purchase your yard sale space. Her number of 935-1595. He does have a brochure and the date is November 15th. It is a fundraiser for the Baker Museum.

Council Member Lander said he is the representative to COG. They have been talking about Jeff Webster who is retiring from the Fresno County Rural Transit Agency after 43 years. A lot of people here know him because of his role in the Dial-a-ride program. His replacement is Moses Stikes who worked prior to this appointment for Caltrans. He did work under Jeff for about three years. He has been here several times working with Mercedes.

3. Mayor's Announcements

Mayor Tony Garcia said he received an Email from the personal assistant for a producer of "Communities of Distinction". It is a program which educates viewers about various topics, trends and information in reference to tourism and economic development. As part of his production schedule he produces a segment on "Best Places to Live, Work and Play". Tomorrow we will have a conference with the City Manager and the Chamber of Commerce. He went to the website, "watchdog.com". It is a first rate program shown throughout United State and hosted by Terry Bradshaw who is a former quarterback for the Pittsburgh Steelers. The program is on FOX. It is first rate and hopefully we will be able to sway them into doing a segment on Coalinga.

Shift Sector is back with side-by-side roll raising on October 25, 26, 2014 at the Coalinga Municipal Airport. He thinks on Friday evening the 24th they will be here on the Plaza displaying some of their vehicles; it is a neat event!

8. FUTURE AGENDA ITEMS

None

9. CLOSED SESSION

1. City Attorney's Performance Evaluation - Government Code 54957

10. ADJOURNMENT

Mayor Garcia adjourned the meeting at 8:45 PM.

Tony Garcia, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Check Register: 09/01/2014 - 09/30/2014
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Mari Jimenez, Financial Services Director

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
 Check_Register_-_September_2014.pdf	Check Register - September 2014



CITY OF COALINGA

The Sunny Side of the Valley

CHECK REGISTER

COUNCIL MEETING OF
November 6, 2014

Expenses 9/1/14 through 9/30/14 Registers: # 48183 - # 48353 \$ 988,289.60

September 2014 Bank Wire Payments-Semi Annual Debt Service Payments:

Payee:

Wells Fargo	2009 A,B,C -RDA Bonds	\$ 523,236.88
US Bank	2000 Tax Allocation -RDA Bonds	\$ 94,110.59
US Bank	2012 Water/Wastewater Revenue Bonds	\$ 252,882.18
US Bank	1998 A,B,C -CPFA Revenue Bonds	\$ 964,781.67
TOTAL:		\$ 1,835,011.32

Paychex Payroll Service:

Pay Period Ending	9/7/2014	Direct Deposit plus Payroll Checks	\$ 136,094.45
Pay Date:	9/12/2014	Benefit,Taxes,Garnishment Checks	\$ 99,439.98
		Paychex Service Fee	\$ 660.56
		Payroll Total	\$ 236,194.99
Pay Period Ending	9/21/2014	Direct Deposit plus Payroll Checks	\$ 135,146.95
Pay Date:	9/26/2014	Benefit,Taxes,Garnishment Checks	\$ 101,203.33
		Paychex Service Fee	\$ 636.12
		Payroll Total	\$ 236,986.40

TOTAL CHECK REGISTERS THROUGH: 9/30/14 \$ 3,296,482.31

			<u>Void Checks</u>	<u>Check Amount</u>
Check No: 48183	Check Date: 09/04/2014			
Vendor: A0088	A-C Electric Company			
24992	B34090 08/14 WP Transformer Repairs	08/19/2014 B34090 08/14 WP Transform	0.00	1,825.38
Check Total:				1,825.38
Check No: 48184	Check Date: 09/04/2014			
Vendor: A0250	Automated Office Systems			
ARIN357694	A61594 PD MPC3503 Copier Property Tax	08/19/2014 A61594 PD MPC3503 Copier	0.00	47.99
Check Total:				47.99
Check No: 48185	Check Date: 09/04/2014			
Vendor: A0779	dba., AZ Commercial			
5919463242	A61504 11/12 FD Car Wash Supplies	11/03/2012 A61504 11/12 FD Car Wash	0.00	18.45
Check Total:				18.45
Check No: 48186	Check Date: 09/04/2014			
Vendor: B0095	Battery Systems			
4-244859	A61402 08/14 FD Unit 53 Battery	08/18/2014 A61402 08/14 FD Unit 53 B	0.00	109.05
4-244859	A61402 08/14 FD Unit 7230 Batteries	08/18/2014 A61402 08/14 FD Unit 7230	0.00	237.79
Check Total:				346.84
Check No: 48187	Check Date: 09/04/2014			
Vendor: B0108	Bear Trap Enterprises			
20170	B34156 08/14 PD Remodel Van Interior	08/18/2014 B34156 08/14 PD Remodel V	0.00	1,248.05
Check Total:				1,248.05
Check No: 48188	Check Date: 09/04/2014			
Vendor: B0089	BECS Pacific LTD			
961782	A61421 08/14 FD Unit 7202 Smoke Test	08/19/2014 A61421 08/14 FD Unit 7202	0.00	47.66
961782	A61421 08/14 FD Unit 7204 Smoke Test	08/19/2014 A61421 08/14 FD Unit 7204	0.00	47.66
961782	A61421 08/14 FD Unit 7260 Smoke Test	08/19/2014 A61421 08/14 FD Unit 7260	0.00	47.66
961782	A61421 08/14 FD Unit 7220 Smoke Test	08/19/2014 A61421 08/14 FD Unit 7220	0.00	47.66
961782	A61421 08/14 PW Unit 44 Smoke Test	08/19/2014 A61421 08/14 PW Unit 44 S	0.00	47.65
961782	A61421 08/14 PW Unit 55 Smoke Test	08/19/2014 A61421 08/14 PW Unit 55 S	0.00	47.65
961782	A61421 08/14 Sanitation Unit 88 Smoke Te	08/19/2014 A61421 08/14 Sanitation U	0.00	47.64
961782	A61421 08/14 FD Unit 7201 Smoke Test	08/19/2014 A61421 08/14 FD Unit 7201	0.00	47.66
961782	A61421 08/14 FD Unit 7225 Smoke Test	08/19/2014 A61421 08/14 FD Unit 7225	0.00	47.66
Check Total:				428.90
Check No: 48189	Check Date: 09/04/2014			
Vendor: V0009	Virgil Blankenship			
19132082	A61257 07/14 Prescription Safety Glasses	07/17/2014 A61257 07/14 Prescription	0.00	50.00
Check Total:				50.00
Check No: 48190	Check Date: 09/04/2014			
Vendor: B0153	BSK Analytical Laboratories			
A416457	B33768 08/14 WP Lab Testing	08/01/2014 B33768 08/14 WP Lab Testi	0.00	135.00
A416321	B33768 07/14 WP Lab Testing	07/31/2014 B33768 07/14 WP Lab Testi	0.00	16.30
A415848	B33768 07/14 WP Lab Testing	07/24/2014 B33768 07/14 WP Lab Testi	0.00	135.00
A415054	B33768 07/14 WP Lab Testing	07/15/2014 B33768 07/14 WP Lab Testi	0.00	126.30
A414866	B33768 07/14 WP Lab Testing	07/14/2014 B33768 07/14 WP Lab Testi	0.00	360.00
A414141	B33768 07/14 WP Lab Testing	07/01/2014 B33768 07/14 WP Lab Testi	0.00	135.00
A416272	B33769 07/14 WWP Lab Testing	07/30/2014 B33769 07/14 WWP Lab Test	0.00	72.00
A414966	B33769 07/14 WWP Lab Testing	07/14/2014 B33769 07/14 WWP Lab Test	0.00	162.00
A414232	B33769 07/14 WWP Lab Testing	07/02/2014 B33769 07/14 WWP Lab Test	0.00	72.00
A414198	B33769 07/14 WWP Lab Testing	07/02/2014 B33769 07/14 WWP Lab Test	0.00	270.00
A417087	B33768 08/14 WP Lab Testing	08/11/2014 B33768 08/14 WP Lab Testi	0.00	135.00
A418134	B33768 08/14 WP Lab Testing	08/22/2014 B33768 08/14 WP Lab Testi	0.00	423.00
A413304	B33767 06/14 WP Lab Testing	06/18/2014 B33767 06/14 WP Lab Testi	0.00	954.00
A413308	B33767 06/14 WP Lab Testing	06/18/2014 B33767 06/14 WP Lab Testi	0.00	144.00
A413098	B33764 06/14 WP Lab Testing	06/16/2014 B33764 06/14 WP Lab Testi	0.00	72.00
A413170	B33764 06/14 WP Lab Testing	06/17/2014 B33764 06/14 WP Lab Testi	0.00	360.00
A412996	B33764 06/14 WP Lab Testing	06/13/2014 B33764 06/14 WP Lab Testi	0.00	126.30
A412851	B33764 06/14 WP Lab Testing	06/12/2014 B33764 06/14 WP Lab Testi	0.00	72.00
A414031	B33764 06/14 WP Lab Testing	06/30/2014 B33764 06/14 WP Lab Testi	0.00	16.30
A413446	B33764 06/14 WP Lab Testing	06/20/2014 B33764 06/14 WP Lab Testi	0.00	135.00
A412939	B33764 06/14 WP Lab Testing	06/13/2014 B33764 06/14 WP Lab Testi	0.00	72.00
A412611	B33764 06/14 WP Lab Testing	06/10/2014 B33764 06/14 WP Lab Testi	0.00	126.00
A412605	B33764 06/14 WP Lab Testing	06/10/2014 B33764 06/14 WP Lab Testi	0.00	360.00

			<u>Void Checks</u>	<u>Check Amount</u>
A412608	B33764 06/14 WP Lab Testing	06/10/2014 B33764 06/14 WP Lab Testi	0.00	126.00
A412252	B33764 06/14 WP Lab Testing	06/05/2014 B33764 06/14 WP Lab Testi	0.00	16.30
A412066	B33764 06/14 WP Lab Testing	06/03/2014 B33764 06/14 WP Lab Testi	0.00	135.00
A412228	B33764 06/14 WP Lab Testing	06/05/2014 B33764 06/14 WP Lab Testi	0.00	54.00
A413295	A61038 06/14 WWP Lab Testing	06/18/2014 A61038 06/14 WWP Lab Test	0.00	72.00
A413097	A61033 06/14 WWP Lab Testing	06/16/2014 A61033 06/14 WWP Lab Test	0.00	162.00
A413887	A61033 06/14 WWP Lab Testing	06/26/2014 A61033 06/14 WWP Lab Test	0.00	72.00
A412565	A61033 06/14 WWP Lab Testing	06/10/2014 A61033 06/14 WWP Lab Test	0.00	72.00
A412859	B33764 06/14 WP Lab Testing	06/12/2014 B33764 06/14 WP Lab Testi	0.00	432.00
Check Total:				5,620.50
Check No: 48191	Check Date: 09/04/2014			
Vendor: C3070	California Business Machines			
114880	A60740 08/14 PW Toner Cartridge	08/18/2014 A60740 08/14 PW Toner Car	0.00	97.40
Check Total:				97.40
Check No: 48192	Check Date: 09/04/2014			
Vendor: C0002	California Rural Water Assoc.			
CRWA-SEP20	B34091 2014/15 Membership Dues	06/24/2014 B34091 2014/15 Membership	0.00	530.00
CRWA-SEP20	B34091 2014/15 Membership Dues	06/24/2014 B34091 2014/15 Membership	0.00	530.00
Check Total:				1,060.00
Check No: 48193	Check Date: 09/04/2014			
Vendor: C3023	Chief Supply Corporation			
104848	A61583 08/14 PD Investigative Supplies	08/14/2014 A61583 08/14 PD Investiga	0.00	162.25
Check Total:				162.25
Check No: 48194	Check Date: 09/04/2014			
Vendor: C0093	Coalinga Recorder			
09556525-0	A61041 07/14 WP CCR Notice	07/31/2014 A61041 07/14 WP CCR Notic	0.00	17.00
Check Total:				17.00
Check No: 48195	Check Date: 09/04/2014			
Vendor: C2881	Cook's Communications			
120416	A61506 07/14 FD Unit E-171 Install Radio	07/31/2014 A61506 07/14 FD Unit E-17	0.00	490.36
Check Total:				490.36
Check No: 48196	Check Date: 09/04/2014			
Vendor: D0069	Robert Drappo			
17951804	A61256 06/14 Prescription Safety Glasses	06/30/2014 A61256 06/14 Prescription	0.00	50.00
Check Total:				50.00
Check No: 48197	Check Date: 09/04/2014			
Vendor: E0065	EBS			
920902	09/14 ER 920902 PPO Health Ins	09/03/2014 09/14 920902 PPO Health I	0.00	26,705.40
H30996-000	09/14 EE H30996-0000 HMO Health Ins	09/03/2014 09/14 H30996-0000 HMO Hea	0.00	10,673.04
H30996-000	09/14 ER H30996-0000 HMO Health Ins	09/03/2014 09/14 H30996-0000 HMO Hea	0.00	60,015.34
920902	09/14 EE 920902 PPO Health Ins	09/03/2014 09/14 920902 PPO Health I	0.00	4,357.09
14057	09/14 ER 14057 Premier Access Dental Ins	09/03/2014 09/14 14057 Premier Acces	0.00	6,454.52
14057	09/14 EE 14057 Premier Access Dental Ins	09/03/2014 09/14 14057 Premier Acces	0.00	1,166.72
30033402	09/14 ER 30033402 VSP Vision Insurance	09/03/2014 09/14 30033402 VSP Vision	0.00	67.48
30033402	09/14 EE 30033402 VSP Vision Insurance	09/03/2014 09/14 30033402 VSP Vision	0.00	16.20
30033402	09/14 EE 30033402 VSP Vision Insurance	09/03/2014 09/14 30033402 VSP Vision	0.00	181.28
30033402	09/14 ER 30033402 VSP Vision Insurance	09/03/2014 09/14 30033402 VSP Vision	0.00	1,215.57
Check Total:				110,852.64
Check No: 48198	Check Date: 09/04/2014			
Vendor: G0036	GCS Environmental Equipment Servic			
10157	B34041 08/14 Sanitation Unit 88 Brooms	08/18/2014 B34041 08/14 Sanitation U	0.00	1,436.83
Check Total:				1,436.83
Check No: 48199	Check Date: 09/04/2014			
Vendor: F0077	Fastenal Company			
CALEM12028	A61039 07/14 WWP Latex Gloves	07/17/2014 A61039 07/14 WWP Latex Gl	0.00	12.92
CALEM12224	A61039 08/14 WP Latex Gloves	08/12/2014 A61039 08/14 WP Latex Glo	0.00	64.63
Check Total:				77.55
Check No: 48200	Check Date: 09/04/2014			
Vendor: F0019	FedEx			
2-743-7924	08/14 WWP Shipment 842541885150	08/08/2014 08/14 WWP Shipping Charge	0.00	31.15
2-750-1989	A61597 08/14 PD Shipment 805508334277	08/15/2014 A61597 08/14 PD Shipping	0.00	57.49

				Check Total:	<u>Void Checks</u>	<u>Check Amount</u>
						88.64
Check No:	48201	Check Date:	09/04/2014			
Vendor:	F0042	First American Core Logic, Inc				
50011515	FY 14/15 Renewal Realquest Online Servic	08/04/2014 FY 14/15 Renewal Realques	0.00		997.50	
50011515	FY 14/15 Renewal Realquest Online Servic	08/04/2014 FY 14/15 Renewal Realques	0.00		997.50	
50011515	FY 14/15 Renewal Realquest Online Servic	08/04/2014 FY 14/15 Renewal Realques	0.00		997.50	
50011515	FY 14/15 Renewal Realquest Online Servic	08/04/2014 FY 14/15 Renewal Realques	0.00		997.50	
				Check Total:		3,990.00
Check No:	48202	Check Date:	09/04/2014			
Vendor:	F0978	Fresno County Clerk				
FRE-27AUG2	A61468 Subway Notice of Exemption	08/27/2014 A61468 Subway Notice of E	0.00		50.00	
				Check Total:		50.00
Check No:	48203	Check Date:	09/04/2014			
Vendor:	G0073	Geospatial Technologies, Inc.				
15463	B34089 08/14 FD Public Safety System	08/20/2014 B34089 08/14 FD Public Sa	0.00		1,034.03	
				Check Total:		1,034.03
Check No:	48204	Check Date:	09/04/2014			
Vendor:	G1180	Golden State Flow				
I-041658	B33986 08/14 PW Water Meter Registers	08/11/2014 B33986 08/14 PW Water Met	0.00		1,163.31	
				Check Total:		1,163.31
Check No:	48205	Check Date:	09/04/2014			
Vendor:	G2149	Grafix Shoppe				
95451	A61587 08/14 PD Vehicle Graphics	08/12/2014 A61587 08/14 PD Vehicle G	0.00		179.13	
				Check Total:		179.13
Check No:	48206	Check Date:	09/04/2014			
Vendor:	G0275	Granite Construction Company				
682007	A61042 07/14 WP ASTM Sand	07/29/2014 A61042 07/14 WP ASTM Sand	0.00		75.60	
				Check Total:		75.60
Check No:	48207	Check Date:	09/04/2014			
Vendor:	I0320	Interstate Towing Services				
1271	A61415 FD Unit 7200 Towed to Hanford	08/12/2014 A61415 FD Unit 7200 Towed	0.00		440.00	
				Check Total:		440.00
Check No:	48208	Check Date:	09/04/2014			
Vendor:	J1523	J's Communications, Inc.				
41545	A61586 08/14 PD Metal Antennas	08/19/2014 A61586 08/14 PD Metal Ant	0.00		37.18	
				Check Total:		37.18
Check No:	48209	Check Date:	09/04/2014			
Vendor:	K1468	K-Mart Store #4721				
2518479004	A61589 08/14 PD LA OP Drinks	08/18/2014 A61589 08/14 PD LA OP Dri	0.00		166.23	
				Check Total:		166.23
Check No:	48210	Check Date:	09/04/2014			
Vendor:	K0330	Keller Motors				
6023060/1	A61418 08/14 FD Unit 7200 Cam Sensor	08/13/2014 A61418 08/14 FD Unit 7200	0.00		423.70	
				Check Total:		423.70
Check No:	48211	Check Date:	09/04/2014			
Vendor:	K0019	Kings County Glass				
IO54101	B34031 08/14 PD Vehicle Windshield	08/19/2014 B34031 08/14 PD Vehicle W	0.00		354.00	
IO54098	B34031 PD Unit C20 Windshield Repair	08/19/2014 B34031 PD Unit C20 Windsh	0.00		50.00	
IO54170	A61502 08/14 FD Unit 7250 Windshield	08/26/2014 A61502 08/14 FD Unit 7250	0.00		361.39	
IO54169	A61502 08/14 FD Unit 7203 Windshield	08/26/2014 A61502 08/14 FD Unit 7203	0.00		288.22	
IO54099	B34031 08/14 PD Windshield Repair	08/19/2014 B34031 08/14 PD Windshiel	0.00		50.00	
IO54100	B34031 PD Unit C31 Windshield Repair	08/12/2014 B34031 PD Unit C31 Windsh	0.00		50.00	
				Check Total:		1,153.61
Check No:	48212	Check Date:	09/04/2014			
Vendor:	L0259	Landon Investment Co., Inc.				
6002	A61494 08/14 AMB Run Meals	08/23/2014 A61494 08/14 AMB Run Meal	0.00		21.71	
				Check Total:		21.71
Check No:	48213	Check Date:	09/04/2014			
Vendor:	L0370	Life Assist, Inc.				
684060	A61493 08/14 AMB Medical Supplies	08/13/2014 A61493 08/14 AMB Medical	0.00		284.45	
				Check Total:		284.45

				<u>Void Checks</u>	<u>Check Amount</u>
Check No: 48214	Check Date: 09/04/2014				
Vendor: C2443	Nick Champi Enterprises, Inc				
157493	A61040 07/14 WP Concrete	07/29/2014 A61040 07/14 WP Concrete	0.00	18.93	
157495	A61040 08/14 WP Concrete	08/05/2014 A61040 08/14 WP Concrete	0.00	26.51	
Check Total:					45.44
Check No: 48215	Check Date: 09/04/2014				
Vendor: O0032	O'Reilly Automotive, Inc.				
4316-15029	A61417 08/14 SC Oil Filters	08/15/2014 A61417 08/14 SC Oil Filte	0.00	67.27	
4316-15038	A61417 08/14 SC Air Filters	08/16/2014 A61417 08/14 SC Air Filte	0.00	213.83	
4316-15059	A61417 08/14 PW Unit 53 Blower Motor	08/19/2014 A61417 08/14 PW Unit 53 B	0.00	80.08	
4316-15022	A61413 08/14 Sanitation Unit 88 Lightbul	08/14/2014 A61413 08/14 Sanitation U	0.00	29.42	
4316-15070	A61417 08/14 PD Unit C15 Motor Oil	08/20/2014 A61417 08/14 PD Unit C15	0.00	59.68	
4316-15020	A61413 08/14 SC Filters	08/14/2014 A61413 08/14 SC Filters	0.00	258.42	
4316-15031	A61413 08/14 SC Fuel Filters	08/15/2014 A61413 08/14 SC Fuel Filt	0.00	27.36	
4316-15030	A61413 08/14 Sanitation Unit 88 Filters	08/15/2014 A61413 08/14 Sanitation U	0.00	102.42	
4316-15027	A61413 08/14 PD Unit 210 Thermostat	08/15/2014 A61413 08/14 PD Unit 210	0.00	25.56	
4316-15070	A61417 08/14 PD Unit C15 Filters	08/20/2014 A61417 08/14 PD Unit C15	0.00	27.52	
Check Total:					891.56
Check No: 48216	Check Date: 09/04/2014				
Vendor: O2826	Office Depot				
7234044860	A61362 08/14 PD Office Supplies	08/07/2014 A61362 08/14 PD Office Su	0.00	11.02	
7234042810	A61362 08/14 PD Office Supplies	08/06/2014 A61362 08/14 PD Office Su	0.00	12.92	
7055234550	A61387 08/14 PD Office Supplies	08/14/2014 A61387 08/14 PD Office Su	0.00	149.19	
7054683400	A61343 08/14 FD Office Supplies	08/14/2014 A61343 08/14 FD Office Su	0.00	158.41	
Check Total:					331.54
Check No: 48217	Check Date: 09/04/2014				
Vendor: P2410	Paper Direct				
3514271401	08/14 FIN Business License Paper	08/19/2014 08/14 FIN Business Licens	0.00	99.96	
Check Total:					99.96
Check No: 48218	Check Date: 09/04/2014				
Vendor: P0011	Jarothe, Inc. dba PTS				
672867	A61596 07/14 PD Public Pay Phone Fees	08/18/2014 A61596 07/14 PD Public Pa	0.00	100.00	
Check Total:					100.00
Check No: 48219	Check Date: 09/04/2014				
Vendor: S0146	Sasser Specialties				
10931	A60742 08/14 PW Embroidery Shirts	08/05/2014 A60742 08/14 PW Embroider	0.00	54.11	
Check Total:					54.11
Check No: 48220	Check Date: 09/04/2014				
Vendor: S2122	Sierra Chemical Company				
SLS1000803	B34092 06/14 WP Muriatic Acid	06/11/2014 B34092 06/14 WP Muriatic	0.00	1,811.69	
SLS1000498	B34092 03/14 WP Bleach	03/31/2014 B34092 03/14 WP Bleach	0.00	6.29	
SLC1000373	B33753 08/14 CREDIT WP Chlorine (L2)	08/12/2014 B33753 08/14 WP Chlorine	0.00	-2,480.00	
SLS1001096	B34095 07/14 WP Muriatic Acid	07/31/2014 B34095 07/14 WP Muriatic	0.00	2,078.82	
SLS1000982	B34095 07/14 WP Muriatic Acid	07/15/2014 B34095 07/14 WP Muriatic	0.00	3,080.73	
SLS1000936	B34095 07/14 WP Muriatic Acid	07/08/2014 B34095 07/14 WP Muriatic	0.00	1,897.89	
SLC1000324	B34094 07/14 WP CREDIT Muriatic Acid	07/17/2014 B34093 07/14 WP CREDIT Mu	0.00	-320.00	
SLC1000307	B34094 07/14 WP CREDIT Muriatic Acid	07/09/2014 B34093 07/14 WP CREDIT Mu	0.00	-760.00	
SLC1000145	B34094 03/14 WP CREDIT Muriatic Acid	03/21/2014 B34094 03/14 WP CREDIT Mu	0.00	-180.00	
SLC1000184	B34094 04/14 WP CREDIT Muriatic Acid	04/24/2014 B34094 04/14 WP CREDIT Mu	0.00	-520.00	
SLS1001138	B33753 08/14 WP Chlorine (L2)	08/09/2014 B33753 08/14 WP Chlorine	0.00	2,078.82	
SLS1001195	B33753 08/14 WP Chlorine (L2)	08/21/2014 B33753 08/14 WP Chlorine	0.00	5,645.44	
SLC1000395	B33753 08/14 CREDIT WP Chlorine (L2)	08/25/2014 B33753 08/14 WP Chlorine	0.00	-2,000.00	
Check Total:					10,339.68
Check No: 48221	Check Date: 09/04/2014				
Vendor: Y3280	Sparkletts				
9689215	B33620 08/14 City Hall Drinking Water	08/28/2014 B33620 08/14 City Hall Dr	0.00	68.72	
Check Total:					68.72
Check No: 48222	Check Date: 09/04/2014				
Vendor: C0133	CIT Technology Financial Services,				
25704651	B33960 09/14 Council Lanier Copier	08/29/2014 B33960 09/14 Council Lani	0.00	100.50	
25704651	B33960 09/14 Admin Lanier Copier	08/29/2014 B33960 09/14 Admin Lanier	0.00	100.49	
Check Total:					200.99

			<u>Void Checks</u>	<u>Check Amount</u>
Check No: 48223	Check Date: 09/04/2014			
Vendor: T0482	Telstar Instruments, Inc.			
78551	B34096 07/14 WWP Clarifier Pump Repairs	07/25/2014 B34096 07/14 WWP Clarifie	0.00	1,097.37
78877	B34096 08/14 WWP Chart Pens	08/25/2014 B34096 08/14 WWP Chart Pe	0.00	341.00
78433	B34098 WP Chemical Feed System Upgrade	07/31/2014 B34098 WP Chemical Feed S	0.00	3,797.58
78434	B34098 WP Chemical Feed System Upgrade	07/31/2014 B34098 WP Chemical Feed S	0.00	10,557.58
78550	B34097 07/14 WP Actuators Repaired	07/25/2014 B34097 07/14 WP Actuators	0.00	575.75
78606	B34096 07/14 WWP Chart Recorder Repairs	07/13/2014 B34096 07/14 WWP Chart Re	0.00	595.00
Check Total:				16,964.28
Check No: 48224	Check Date: 09/04/2014			
Vendor: U0014	Uline			
60858427	A61591 08/14 PD Storage Boxes	08/13/2014 A61591 08/14 PD Storage B	0.00	89.30
Check Total:				89.30
Check No: 48225	Check Date: 09/04/2014			
Vendor: V3406	Verizon Wireless Services, LLC			
9730601298	08/14 PD Wireless Aircard Services	08/19/2014 08/14 PD Wireless Aircard	0.00	38.01
9730913640	A61505 08/14 FD Wireless Aircards	08/23/2014 A61505 08/14 FD Wireless	0.00	250.14
9729210449	A61505 07/14 FD Wireless Aircards	07/23/2014 A61505 07/14 FD Wireless	0.00	190.05
Check Total:				478.20
Check No: 48226	Check Date: 09/04/2014			
Vendor: W0043	Wells Fargo Bank			
1103477	2009 RDA Bond Series B Admin Fees	08/04/2014 2009 RDA Bond Series A Ad	0.00	1,500.00
1103477	2009 RDA Bond Series C Admin Fees	08/04/2014 2009 RDA Bond Series A Ad	0.00	1,500.00
1103477	2009 RDA Bond Series A Admin Fees	08/04/2014 2009 RDA Bond Series A Ad	0.00	2,000.00
Check Total:				5,000.00
Check No: 48227	Check Date: 09/04/2014			
Vendor: W0511	West Hills Oil, Inc.			
44375	08/14 600 WWP Fuel	08/15/2014 08/14 600 WWP Fuel	0.00	102.86
44153	07/14 600 WP Fuel	07/31/2014 07/14 600 WP Fuel	0.00	675.03
44375	08/14 600 WP Fuel	08/15/2014 08/14 600 WP Fuel	0.00	411.42
151191	A61043 08/14 WP Gear Oil	08/21/2014 A61043 08/14 WP Gear Oil	0.00	203.90
44374	B34157 08/14 300 PD Fuel	08/15/2014 B34157 08/14 300 PD Fuel	0.00	5,112.54
44153	07/14 600 WWP Fuel	07/31/2014 07/14 600 WWP Fuel	0.00	168.75
Check Total:				6,674.50
Check No: 48228	Check Date: 09/04/2014			
Vendor: W0520	Westside Supply			
1064	A61258 07/14 WP Operating Supplies	07/03/2014 A61258 07/14 WP Operating	0.00	154.38
Check Total:				154.38
Check No: 48229	Check Date: 09/04/2014			
Vendor: Z0535	Zee Medical Service Co.			
66576907	A61044 07/14 WWP Latex Gloves	07/10/2014 A61044 07/14 WWP Latex Gl	0.00	96.64
Check Total:				96.64
Date Totals:			0.00	174,527.03
Check No: 48230	Check Date: 09/12/2014			
Vendor: O0038	Jennifer Ochoa			
2014090714	PR PPE: 09/07/2014 PAY DATE 09/12/2014	09/12/2014 PR PPE: 09/07/2014 PAY DA	0.00	470.00
Check Total:				470.00
Check No: 48231	Check Date: 09/12/2014			
Vendor: A0152	Karen Andrews			
C015475	A61516 AMB Refund Due to Overpayment	08/29/2014 A61516 AMB Refund Due to	0.00	421.20
Check Total:				421.20
Check No: 48232	Check Date: 09/12/2014			
Vendor: S0422	AT&T			
0000056666	08/14 935-2981 WP Phone Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	19.17
0000056666	08/14 934-1231 Service Center Phone Char	08/15/2014 08/14 Acc C602222988777 P	0.00	32.86
0000056666	08/14 934-1185 PW Yard Phone Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	108.61
0000056666	08/14 935-2275 Sewer Plant Phone Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	15.53
0000056666	08/14 935-1896 New Lift Station Phone Ch	08/15/2014 08/14 Acc C602222988777 P	0.00	17.30
0000056666	08/14 935-1875 Echo Cyn Lift Station Pho	08/15/2014 08/14 Acc C602222988777 P	0.00	17.30
0000056666	08/14 935-5518 Waste Lift Phone Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	16.99

			<u>Void Checks</u>	<u>Check Amount</u>
0000056666	08/14 935-3022 WP Alarm Phone Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	49.26
0000056666	08/14 935-8594 Airport Maint., Phone Chg	08/15/2014 08/14 Acc C602222988777 P	0.00	15.53
0000056666	08/14 935-5960 Airport Weather Phone Chg	08/15/2014 08/14 Acc C602222988777 P	0.00	62.06
0000056666	08/14 935-0995 Finance Fax Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	17.55
0000056678	08/14 935-1560 Courthouse RVP Project	08/15/2014 08/14 Acc C602222988777 P	0.00	44.41
0000056666	08/14 935-1511 Transit Phone Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	21.42
0000056666	08/14 CCC 238-371-7105 Phone Charges	08/15/2014 08/14 CCC Acc C6022229887	0.00	178.97
0000056666	08/14 CCC 934-1720 Phone Charges	08/15/2014 08/14 CCC Acc C6022229887	0.00	108.22
0000056666	08/14 CCC 935-0851 Phone Charges	08/15/2014 08/14 CCC Acc C6022229887	0.00	287.23
0000056666	08/14 CCC 935-8350 Phone Charges	08/15/2014 08/14 CCC Acc C6022229887	0.00	32.81
0000056666	08/14 CCC 935-0873 Phone Charges	08/15/2014 08/14 CCC Acc C6022229887	0.00	270.86
0000056666	08/14 CCC 234-343-5804 Phone Charges	08/15/2014 08/14 CCC Acc C6022229887	0.00	178.97
0000056666	08/14 935-5912 Admin Fax Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	289.48
0000056666	08/14 935-1889 WP Trailer Phone Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	17.30
0000056666	08/14 935-3206 PD Crime Tip Line Chgs.	08/15/2014 08/14 Acc C602222988777 P	0.00	17.30
0000056666	08/14 935-2313 PD Phone Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	44.28
0000056666	08/14 935-1756 PD Fax Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	18.80
0000056666	08/14 935-0359 PD Bus. Alarm Phone Chg	08/15/2014 08/14 Acc C602222988777 P	0.00	17.30
0000056666	08/14 935-1525 PD Phone Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	66.91
0000056666	08/14 935-3282 Graffiti Hotline Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	17.32
0000056666	08/14 935-3050 Bldg Maint Phone Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	32.74
0000056666	08/14 935-1531 Main City Hall Phone Chgs	08/15/2014 08/14 Acc C602222988777 P	0.00	589.17
0000056666	08/14 935-8497 PD Direct Multi Line Phon	08/15/2014 08/14 Acc C602222988777 P	0.00	72.42
0000056666	08/14 935-8496 PD Direct Multi Line Phon	08/15/2014 08/14 Acc C602222988777 P	0.00	72.37
0000056666	08/14 935-4210 PD Chief Phone Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	48.78
0000056666	08/14 935-1651 Fire Department Phone Chg	08/15/2014 08/14 Acc C602222988777 P	0.00	193.05
0000056666	08/14 021-9179 Data Transfer Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	265.26
0000056666	08/14 341-1059 PD Upgrades/Admin Ph Chgs	08/15/2014 08/14 Acc C602222988777 P	0.00	89.47
0000056666	08/14 934-1306 Modem, City Hall Charges	08/15/2014 08/14 Acc C602222988777 P	0.00	33.81
Check Total:				3,380.81

Check No: 48233 **Check Date: 09/12/2014**
Vendor: A2747 **AT&T Mobility**

X08272014	08/14 698-4629 User 12: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 210-4537 User 8: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 698-4337 User 14: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 210.4448 User 7: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 210-2573 User 6: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 210-2367 User 5: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 698-4711 User 9: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 210-2185 User 4: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 210-1969 User 3: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 210-1810 User 2: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 630-4433 User:18 PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 698-4614 User: 13 PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 698-4688 User 10: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 630-4888 User; 17 PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 630-5122 User 16 PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 698-4316 User; 15 PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 210-2118 UOne: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 698-4685 User 11: PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
X08272014	08/14 210-4792 User 19 PD Data Transfer	08/27/2014 08/14 PD Data Transfer Ch	0.00	38.76
Check Total:				736.44

Check No: 48234 **Check Date: 09/12/2014**
Vendor: C0421 **AT&T Mobility**

X09022014	08/14 630-2536 Bldg Cell Phone Charges	08/24/2014 08/14 City Cell Phone Cha	0.00	49.42
X09022014	08/14 362-6567 PW 50% Cell Phone	08/24/2014 08/14 City Cell Phone Cha	0.00	16.71
X09022014	08/14 362-6567 PW 50% Cell Phone	08/24/2014 08/14 City Cell Phone Cha	0.00	16.71
X09022014	08/14 362-5042 PW 50% Cell Phone	08/24/2014 08/14 City Cell Phone Cha	0.00	16.71
X09022014	08/14 362-5042 PW 50% Cell Phone	08/24/2014 08/14 City Cell Phone Cha	0.00	16.71
X09022014	08/14 362-4051 PW 50% Cell Phone	08/24/2014 08/14 City Cell Phone Cha	0.00	8.86
X09022014	08/14 362-4051 PW 50% Cell Phone	08/24/2014 08/14 City Cell Phone Cha	0.00	8.87
X09022014	08/14 362-4050 PW 50% Cell Phone	08/24/2014 08/14 City Cell Phone Cha	0.00	25.82

			<u>Void Checks</u>	<u>Check Amount</u>
X09022014	08/14 362-4050 PW 50% Cell Phone	08/24/2014 08/14 City Cell Phone Cha	0.00	25.83
X09022014	08/14 210-4509 City Manager Cell Phone	08/24/2014 08/14 City Cell Phone Cha	0.00	51.65
X09022014	08/14 630-4738 Skate Park Phone	08/24/2014 08/14 City Cell Phone Cha	0.00	11.75
X09022014	08/14 698-4142 Code Enf. Cell Phone	08/24/2014 08/14 City Cell Phone Cha	0.00	41.42
Check Total:				290.46
Check No:	48235	Check Date:	09/12/2014	
Vendor:	A0250	Automated Office Systems		
CNIN472991	A61376 07/14 PD Copies Made	07/30/2014 A61376 07/14 PD Copies Ma	0.00	100.00
CNIN474088	A61601 08/14 PD Copies Made	08/28/2014 A61601 08/14 PD Copies Ma	0.00	104.00
Check Total:				204.00
Check No:	48236	Check Date:	09/12/2014	
Vendor:	B1086	Bureau of Reclamation		
1406200417	B33261 08/14 Water M & I Trinity PUD	09/11/2014 B33261 11/14 Water Delive	0.00	114.08
1406200417	B33261 08/14 Water M & I Restoration	09/11/2014 B33261 11/14 Water Delive	0.00	9,910.08
1406200417	B33261 11/14 Water Delivery Est 181 AF	09/11/2014 B33261 11/14 Water Delive	0.00	11,109.78
1406200417	B33261 08/14 Water Delivery Adjustment	09/11/2014 B33261 11/14 Water Delive	0.00	1,534.50
Check Total:				22,668.44
Check No:	48237	Check Date:	09/12/2014	
Vendor:	G0389	Chemtrade Chemicals US LLC		
90668607	B33752 08/14 WP Aluminum Sulfate	08/18/2014 B33752 08/14 WP Aluminum	0.00	4,289.62
Check Total:				4,289.62
Check No:	48238	Check Date:	09/12/2014	
Vendor:	E0052	Brian Eschan		
TR9242-MEA	09/16/14-09/18/14 MEALS Radar Class	09/10/2014 09/16/14-09/18/14 MEALS R	0.00	45.00
Check Total:				45.00
Check No:	48239	Check Date:	09/12/2014	
Vendor:	G0792	Ferguson Enterprises Inc. 1423		
1021837	B33992 08/14 PW Operating Supplies	08/20/2014 B33992 08/14 PW Operating	0.00	428.53
1023194	B33992 08/14 PW Operating Supplies	08/26/2014 B33992 08/14 PW Operating	0.00	318.05
1021837	B33992 08/14 PW Operating Supplies	08/20/2014 B33992 08/14 PW Operating	0.00	668.54
Check Total:				1,415.12
Check No:	48240	Check Date:	09/12/2014	
Vendor:	F0030	Forensic Nurse Specialists		
1763	B34159 07/14 PD SART Exams Cs14-1926	07/31/2014 B34159 07/14 PD SART Exam	0.00	1,400.00
Check Total:				1,400.00
Check No:	48241	Check Date:	09/12/2014	
Vendor:	F2964	Fresno City College		
TR9242-REG	09/16/14-09/18/14 REGI BEschan Radar	09/10/2014 09/16/14-09/18/14 REGI BE	0.00	42.00
Check Total:				42.00
Check No:	48242	Check Date:	09/12/2014	
Vendor:	G0611	Garza's A/C & Heating, Inc.		
18291	B34102 08/14 AIR Modular A/C Repairs	08/26/2014 B34102 08/14 AIR Modular	0.00	1,850.00
Check Total:				1,850.00
Check No:	48243	Check Date:	09/12/2014	
Vendor:	P0039	Precision Graphics		
10353	B34085 08/14 FD Unit 371 Graphics	08/18/2014 B34085 08/14 FD Unit 371	0.00	2,621.19
Check Total:				2,621.19
Check No:	48244	Check Date:	09/12/2014	
Vendor:	H0042	Health Net		
C026539	A61510 AMB Refund Due to Overpayment	08/29/2014 A61510 AMB Refund Due to	0.00	141.45
Check Total:				141.45
Check No:	48245	Check Date:	09/12/2014	
Vendor:	J0026	Jensen and Pilegard #5		
273423	A59719 07/14 PW Weed Eater	07/22/2014 A59719 07/14 PW Weed Eate	0.00	216.45
273423	A59719 07/14 PW Landscaping Supplies	07/22/2014 A59719 07/14 PW Landscapi	0.00	105.28
Check Total:				321.73
Check No:	48246	Check Date:	09/12/2014	
Vendor:	J3046	The Ed Jones Co., Inc.		
29402	A61598 02/14 PD Sergeant Pins	02/27/2014 A61598 02/14 PD Sergeant	0.00	234.40
Check Total:				234.40

				<u>Void Checks</u>	<u>Check Amount</u>
Check No: 48247	Check Date: 09/12/2014				
Vendor: M0500	Moreno's Plumbing				
001857	A61600 08/14 PD Plumbing Repairs	08/12/2014 A61600 08/14 PD Plumbing		0.00	110.00
Check Total:					110.00
Check No: 48248	Check Date: 09/12/2014				
Vendor: M3331	Motorola Solutions, Inc.				
13021708	B34010 07/14 PD Radio Accessories	07/31/2014 B34010 07/14 PD Radio Acc		0.00	153.75
13021708	B34010 07/14 PD Digital Portable Radios	07/31/2014 B34010 07/14 PD Digital P		0.00	11,639.00
Check Total:					11,792.75
Check No: 48249	Check Date: 09/12/2014				
Vendor: N0029	Megan Newton				
4316-14967	A61507 08/14 FD Vehicle Maint Supplies	08/07/2014 A61507 08/14 FD Vehicle M		0.00	15.14
551	A61507 08/14 FD Vehicle Maint Supplies	08/10/2014 A61507 08/14 FD Vehicle M		0.00	11.55
Check Total:					26.69
Check No: 48250	Check Date: 09/12/2014				
Vendor: N3343	Northern Safety Co., Inc				
9011052052	B33985 8/14 WP Workboots	08/26/2014 B33985 8/14 WP Workboots		0.00	751.04
Check Total:					751.04
Check No: 48251	Check Date: 09/12/2014				
Vendor: O2826	Office Depot				
7235211640	A61457 08/14 Planning Office Supplies	08/07/2014 A61457 08/14 Planning Off		0.00	42.04
7235211640	A61457 08/14 CE Office Supplies	08/07/2014 A61457 08/14 CE Office Su		0.00	42.04
7235211640	A61457 08/14 Bldg Official Office Sup	08/07/2014 A61457 08/14 Bldg Officia		0.00	42.04
7235211640	A61457 08/14 RDA Office Supplies	08/07/2014 A61457 08/14 RDA Office S		0.00	42.04
7235211640	A61457 08/14 HR Office Supplies	08/07/2014 A61457 08/14 HR Office Su		0.00	42.04
7235211640	A61457 08/14 Admin Office Supplies	08/07/2014 A61457 08/14 Admin Office		0.00	42.04
7234042810	A61362 08/14 PD Office Supplies	08/06/2014 A61362 08/14 PD Office Su		0.00	100.00
7235211640	A61457 08/14 Transit Office Supplies	08/07/2014 A61457 08/14 Transit Offi		0.00	44.70
7235211640	A61457 08/14 Council Office Supplies	08/07/2014 A61457 08/14 Council Offi		0.00	42.04
Check Total:					438.98
Check No: 48252	Check Date: 09/12/2014				
Vendor: O0022	Overpayment Recovery				
C023981	B34088 AMB Refund Due to Overpayment	08/29/2014 B34088 AMB Refund Due to		0.00	942.31
C024028	A61514 AMB Refund Due to Overpayment	08/29/2014 A61514 AMB Refund Due to		0.00	405.09
Check Total:					1,347.40
Check No: 48253	Check Date: 09/12/2014				
Vendor: P2916	214- Praxair Distribution, Inc.				
50359548	B34087 08/14 FD Medical Oxygen	08/29/2014 B34087 08/14 FD Medical O		0.00	850.53
Check Total:					850.53
Check No: 48254	Check Date: 09/12/2014				
Vendor: P1422	Purchase Power				
1543444188	8/5/14 Postage Refill-UB	08/06/2014 08/05/14 Postage Refill		0.00	633.13
1543444188	8/5/14 Postage Refill-PW	08/06/2014 08/05/14 Postage Refill		0.00	22.26
1543444188	8/5/14 Postage Refill-WP	08/06/2014 08/05/14 Postage Refill		0.00	91.79
1543444188	8/5/14 Postage Refill-RDA	08/06/2014 08/05/14 Postage Refill		0.00	7.75
1543444188	8/5/14 Postage Refill-EDA	08/06/2014 08/05/14 Postage Refill		0.00	3.20
1543444188	8/5/14 Postage Refill Trans Fee	08/06/2014 08/05/14 Postage Refill		0.00	35.00
1543444188	8/5/14 Postage Refill-Council	08/06/2014 08/05/14 Postage Refill		0.00	13.93
1543444188	8/5/14 Postage Refill-CommDev	08/06/2014 08/05/14 Postage Refill		0.00	39.61
1543444188	8/5/14 Postage Refill-Admn	08/06/2014 08/05/14 Postage Refill		0.00	74.50
1543444188	8/5/14 Postage Refill-FIN	08/06/2014 08/05/14 Postage Refill		0.00	1,200.47
1543444188	8/5/14 Postage Refill-HR	08/06/2014 08/05/14 Postage Refill		0.00	112.12
1543444188	8/5/14 Postage Refill-PD	08/06/2014 08/05/14 Postage Refill		0.00	291.13
1543444188	8/5/14 Postage Refill-FD	08/06/2014 08/05/14 Postage Refill		0.00	39.10
1543444188	8/5/14 Postage Refill-CE	08/06/2014 08/05/14 Postage Refill		0.00	951.28
1543444188	8/5/14 Postage Refill-BLDG	08/06/2014 08/05/14 Postage Refill		0.00	19.73
Check Total:					3,535.00
Check No: 48255	Check Date: 09/12/2014				
Vendor: S0453	San Luis & Delta-Mendota				
1406200417	B33863 08/14 Water Rate Adjustment	09/11/2014 B33863 10/14 Water Delive		0.00	-3,645.60
1406200417	B33863 10/14 Water Delivery Est 267 AF	09/11/2014 B33863 10/14 Water Delive		0.00	19,971.60
1406200417	B33863 08/14 Water Delivery Adjustment	09/11/2014 B33863 10/14 Water Delive		0.00	2,053.75

				Check Total:	<u>Void Checks</u>	<u>Check Amount</u>
						18,379.75
Check No:	48256	Check Date:	09/12/2014			
Vendor:	V3406	Verizon Wireless Services, LLC				
9730612756	08/14 480-528-8224 PD Cell Phone Charges	08/19/2014 08/14 PD Cell Phone Chrg		0.00		63.59
9730612756	08/14 974-6734 PD Cell Phone Charges	08/19/2014 08/14 PD Cell Phone Chrg		0.00		90.77
9730612756	08/14 974-6742 PD Cell Phone Charges	08/19/2014 08/14 PD Cell Phone Chrg		0.00		139.51
9730612756	08/14 493-8476 PD Cell Phone Charges	08/19/2014 08/14 PD Cell Phone Chrg		0.00		51.80
9730612756	08/14 805-325-3539 PD Cell Phone Charge	08/19/2014 08/14 PD Cell Phone Chrg		0.00		51.80
9730612756	08/14 974-3015 PD Cell Phone Charges	08/19/2014 08/14 PD Cell Phone Chrg		0.00		71.76
				Check Total:		469.23
Check No:	48257	Check Date:	09/12/2014			
Vendor:	W2279	West Hills Medical Group, Inc.				
24152	A61470 05/14 HR Medical New Hires	09/03/2014 A61470 05/14 HR Medical		0.00		220.00
24152	A61470 05/14 HR Medical General	09/03/2014 A61470 05/14 HR Medical		0.00		125.00
				Check Total:		345.00
				Date Totals:	0.00	78,578.23
Check No:	48258	Check Date:	09/15/2014			
Vendor:	T0076	Tulare-Kings CO Peace Officer Training A				
TR9249-REG	09/17/14-09/19/14 REGI GMunoz Perishable	09/15/2014 09/17/14-09/19/14 REGI GM		0.00		66.00
				Check Total:		66.00
Check No:	48259	Check Date:	09/15/2014			
Vendor:	M0099	George Munoz				
TR9249-MEA	09/17/14-09/19/14 MEALS Perishable Skill	09/15/2014 09/17/14-09/19/14 MEALS P		0.00		45.00
				Check Total:		45.00
				Date Totals:	0.00	111.00
Check No:	48260	Check Date:	09/18/2014			
Vendor:	A0153	A-1 Glass				
3899	A61606 09/14 PD Unit C20 Windshield	09/05/2014 A61606 09/14 PD Unit C20		0.00		250.00
				Check Total:		250.00
Check No:	48261	Check Date:	09/18/2014			
Vendor:	A0027	AT & T All in One Service				
0302633202	09/14 935-3282 Grafitti Hotline LD	09/01/2014 09/14 Acc 030 263 3202 00		0.00		6.13
				Check Total:		6.13
Check No:	48262	Check Date:	09/18/2014			
Vendor:	A0130	AT&T				
125125740	08/14 RVP HS Internet Services	09/07/2014 08/14 RVP HS Internet Ser		0.00		125.00
				Check Total:		125.00
Check No:	48263	Check Date:	09/18/2014			
Vendor:	S0421	AT&T				
2481346552	09/14 AMB 248-134-6552-266 Local	09/01/2014 09/14 AMB 248-134-6552-26		0.00		8.64
2388510691	09/14 Lift Station 238-851-0691-691 Loca	09/01/2014 09/14 Lift Station 238-85		0.00		31.65
				Check Total:		40.29
Check No:	48264	Check Date:	09/18/2014			
Vendor:	B0040	Billingsley Tire Service				
180082	B34043 08/14 PD Unit C21 Tire	08/26/2014 B34043 08/14 PD Unit C21		0.00		301.78
180076	B34043 08/14 WP Unit 124 Tire Repair	08/26/2014 B34043 08/14 WP Unit 124		0.00		20.00
180083	B34043 08/14 PD Unit C28 Tire Repair	08/26/2014 B34043 08/14 PD Unit C28		0.00		20.00
180084	B34043 08/14 Bldg Official Unit C25 Tire	08/26/2014 B34043 08/14 Bldg Officia		0.00		166.18
180081	B34043 08/14 PD Unit 234 Tire Repair	08/26/2014 B34043 08/14 PD Unit 234		0.00		65.00
180080	B34043 08/14 PW Unit 56 Tires	08/26/2014 B34043 08/14 PW Unit 56 T		0.00		828.38
180079	B34043 08/14 FD Unit 7204 Tire	08/26/2014 B34043 08/14 FD Unit 7204		0.00		324.88
180078	B34043 08/14 PW Unit 20 Tires	08/26/2014 B34043 08/14 PW Unit 20 T		0.00		1,035.25
180077	B34043 08/14 PD Unit C12 Tire	08/26/2014 B34043 08/14 PD Unit C12		0.00		161.78
				Check Total:		2,923.25
Check No:	48265	Check Date:	09/18/2014			
Vendor:	B3240	Blue Valley Automotive				
219843	A61414 08/14 FD Unit 7225 Fuel Line	08/12/2014 A61414 08/14 FD Unit 7225		0.00		24.13
219846	A61414 08/14 FD Unit 7225 Fittings	08/12/2014 A61414 08/14 FD Unit 7225		0.00		14.37
				Check Total:		38.50

				<u>Void Checks</u>	<u>Check Amount</u>
Check No: 48266	Check Date: 09/18/2014				
Vendor: C0159	Canon Financial Services, Inc.				
14165198	B32548 09/12 FIN IR5055 Copier Lease	09/12/2014 B32548 09/12 FIN IR5055 C	0.00	100.11	
14165198	B32548 09/12 UB IR5055 Copier Lease	09/12/2014 B32548 09/12 UB IR5055 Co	0.00	100.11	
Check Total:				200.22	
Check No: 48267	Check Date: 09/18/2014				
Vendor: C0202	Central Valley Chemical, L.L.C				
398	B34044 08/14 SC Shop Motor Oil Stock	08/29/2014 B34044 08/14 SC Shop Moto	0.00	2,558.62	
Check Total:				2,558.62	
Check No: 48268	Check Date: 09/18/2014				
Vendor: C0140	Coalinga Ace Hardware, Inc.				
753528	A60722 07/14 WP Operating Supplies	07/20/2014 A60722 07/14 WP Operating	0.00	115.42	
753450	A60743 07/14 PW Operating Supplies	07/14/2014 A60743 07/14 PW Operating	0.00	20.44	
753695	A61582 07/14 WP Operating Supplies	07/28/2014 A61582 07/14 WP Operating	0.00	14.19	
753706	A61582 07/14 WP Operating Supplies	07/29/2014 A61582 07/14 WP Operating	0.00	6.32	
753995	A61582 08/14 WP Operating Supplies	08/13/2014 A61582 08/14 WP Operating	0.00	4.33	
754400	A61605 09/14 PD Maintenance Supplies	09/08/2014 A61605 09/14 PD Maintenanc	0.00	58.43	
753748	A61582 07/14 WP Operating Supplies	07/31/2014 A61582 07/14 WP Operating	0.00	28.21	
754186	A60743 08/14 PW Operating Supplies	08/25/2014 A60743 08/14 PW Operating	0.00	8.74	
754119	A60743 08/14 PW Operating Supplies	08/21/2014 A60743 08/14 PW Operating	0.00	3.69	
754023	A60743 08/14 PW Operating Supplies	08/15/2014 A60743 08/14 PW Operating	0.00	8.74	
753990	A60743 08/14 PW Operating Supplies	08/13/2014 A60743 08/14 PW Operating	0.00	5.39	
754032	A60743 08/14 PW Operating Supplies	08/15/2014 A60743 08/14 PW Operating	0.00	55.04	
754136	A60743 08/14 PW Operating Supplies	08/22/2014 A60743 08/14 PW Operating	0.00	26.05	
754074	A60743 08/14 PW Operating Supplies	08/19/2014 A60743 08/14 PW Operating	0.00	21.88	
754085	A60743 08/14 PW Operating Supplies	08/19/2014 A60743 08/14 PW Operating	0.00	65.73	
754171	A60743 08/14 PW Operating Supplies	08/25/2014 A60743 08/14 PW Operating	0.00	59.20	
753531	A60722 07/14 WP Operating Supplies	07/20/2014 A60722 07/14 WP Operating	0.00	4.00	
753433	A60722 07/14 WP Operating Supplies	07/16/2014 A60722 07/14 WP Operating	0.00	5.55	
754134	A60743 08/14 PW Operating Supplies	08/22/2014 A60743 08/14 PW Operating	0.00	14.94	
754025	A60743 08/14 PW Operating Supplies	08/15/2014 A60743 08/14 PW Operating	0.00	11.67	
754363	A61511 09/14 FD Maintenance Supplies	09/05/2014 A61511 09/14 FD Maintenanc	0.00	14.60	
754068	A61511 09/14 FD Vehicle Maint Supplies	08/18/2014 A61511 08/14 FD Vehicle M	0.00	2.90	
754131	A61582 08/14 WP Operating Supplies	08/21/2014 A61582 08/14 WP Operating	0.00	39.90	
754103	A61582 08/14 WP Operating Supplies	08/29/2014 A61582 08/14 WP Operating	0.00	6.32	
753845	A61582 08/14 WP Operating Supplies	08/05/2014 A61582 08/14 WP Operating	0.00	16.90	
754448	A61605 09/14 PD Maintenance Supplies	09/10/2014 A61605 09/14 PD Maintenanc	0.00	87.54	
754416	A61605 09/14 PD Maintenance Supplies	09/08/2014 A61605 09/14 PD Maintenanc	0.00	19.91	
753572	A60722 07/14 WP Operating Supplies	07/22/2014 A60722 07/14 WP Operating	0.00	2.51	
Check Total:				728.54	
Check No: 48269	Check Date: 09/18/2014				
Vendor: C2881	Cook's Communications				
120693	A61595 08/14 PD Dispatch Radio Repairs	08/19/2014 A61595 08/14 PD Dispatch	0.00	61.07	
Check Total:				61.07	
Check No: 48270	Check Date: 09/18/2014				
Vendor: C0760	Curtis 1000, Inc				
3979458	A61608 08/14 PD Business Cards ARouch	08/21/2014 A61608 08/14 PD Business	0.00	56.82	
3979458	A61608 08/14 PD Business Cards JRascon	08/21/2014 A61608 08/14 PD Business	0.00	56.82	
Check Total:				113.64	
Check No: 48271	Check Date: 09/18/2014				
Vendor: E0115	Earthlink, Inc.				
477015656	08/28/14-09/28/14 Biz Site Monthly Fee	08/29/2014 08/28/14-09/28/14 Biz Sit	0.00	28.95	
Check Total:				28.95	
Check No: 48272	Check Date: 09/18/2014				
Vendor: F0019	FedEx				
2-765-0485	A61611 08/14 PD Shipment 805508334255	08/29/2014 A61611 08/14 PD Shipping	0.00	41.23	
Check Total:				41.23	
Check No: 48273	Check Date: 09/18/2014				
Vendor: P0084	Professional Floor Care by Staggs				
19110	B34081 08/14 FD Carpets Cleaned	08/27/2014 B34081 08/14 FD Carpets C	0.00	1,200.00	
Check Total:				1,200.00	

			<u>Void Checks</u>	<u>Check Amount</u>
Check No: 48274	Check Date: 09/18/2014			
Vendor: F2964	Fresno City College			
TR9248-REG	10/18/14-REGI SSauceda Leadership Class	09/16/2014 10/18/14-REGI SSauceda Le	0.00	17.60
TR9248-REG	11/01/14-REGI SSauceda Leadership Class	09/16/2014 11/01/14-REGI SSauceda Le	0.00	17.60
TR9248-REG	11/15/14-REGI SSauceda Leadership Class	09/16/2014 11/15/14-REGI SSauceda Le	0.00	17.60
TR9248-REG	09/20/14-REGI SSauceda Leadership Class	09/16/2014 09/20/14-REGI SSauceda Le	0.00	17.60
TR9248-REG	10/04/14-REGI SSauceda Leadership Class	09/16/2014 10/04/14-REGI SSauceda Le	0.00	17.60
	Check Total:			88.00
Check No: 48275	Check Date: 09/18/2014			
Vendor: G0076	GE Capital			
81316692	B33810 2007 Fire Engine Prinicipal Paymen	09/07/2014 B33810 2007 Fire Engine P	0.00	36,762.76
81316692	B33810 2007 Fire Engine Interest Payment	09/07/2014 B33810 2007 Fire Engine I	0.00	637.24
	Check Total:			37,400.00
Check No: 48276	Check Date: 09/18/2014			
Vendor: H0852	Hach Company			
8955848	A61045 07/14 WP Lab Supplies	07/30/2014 A61045 07/14 WP Lab Suppl	0.00	418.47
895866	A61046 08/14 WP Lab Supplies	08/01/2014 A61046 08/14 WP Lab Suppl	0.00	51.62
	Check Total:			470.09
Check No: 48277	Check Date: 09/18/2014			
Vendor: H0864	The HdL Companies			
0022674-IN	1st Quarter 2014 Salex Tax Audit	08/29/2014 2014 Contract Services	0.00	198.85
0022674-IN	Contract Services 3rd Quarter 2014 Sales	08/29/2014 2014 Contract Services	0.00	450.00
	Check Total:			648.85
Check No: 48278	Check Date: 09/18/2014			
Vendor: H0060	Steven Henry			
TR8944-MEA	09/30/14-10/02/14 MEALS Ann Conference	09/09/2014 09/30/14-10/02/14 MEALS A	0.00	66.00
	Check Total:			66.00
Check No: 48279	Check Date: 09/18/2014			
Vendor: H2528	Hill Brothers Chemical Company			
07002529	B33754 08/14 WP Aqueous Ammonia	08/22/2014 B33754 08/14 WP Aqueous A	0.00	5,401.70
	Check Total:			5,401.70
Check No: 48280	Check Date: 09/18/2014			
Vendor: J0026	Jensen and Pilegard #5			
274879	A61260 08/14 PW Filters	08/11/2014 A61260 08/14 PW Filters	0.00	135.68
274877	A61260 08/14 PW Backpack Blower Repairs	08/11/2014 A61260 08/14 PW Backpack	0.00	62.72
274878	A61260 08/14 PW Backpack Blower Repairs	08/11/2014 A61260 08/14 PW Backpack	0.00	53.16
	Check Total:			251.56
Check No: 48281	Check Date: 09/18/2014			
Vendor: J5904	Bryant L. Jolley			
JOL-07AUG2	July 2014 Professional Services	08/07/2014 July 2014 Professional Se	0.00	690.71
JOL-07AUG2	July 2014 Professional Services	08/07/2014 July 2014 Professional Se	0.00	690.71
JOL-07AUG2	July 2014 Professional Services	08/07/2014 July 2014 Professional Se	0.00	690.71
JOL-07AUG2	July 2014 Professional Services	09/18/2014 July 2014 Professional Se	0.00	690.71
JOL-07AUG2	July 2014 Professional Services	08/07/2014 July 2014 Professional Se	0.00	690.74
JOL-07AUG2	July 2014 Professional Services	08/07/2014 July 2014 Professional Se	0.00	690.71
JOL-07AUG2	July 2014 Professional Services	08/07/2014 July 2014 Professional Se	0.00	690.71
	Check Total:			4,835.00
Check No: 48282	Check Date: 09/18/2014			
Vendor: J2363	Judicial Data Systems Corp.			
4675	A61602 07/14 PD Parking Citations Filed	08/25/2014 A61602 07/14 PD Parking C	0.00	100.00
	Check Total:			100.00
Check No: 48283	Check Date: 09/18/2014			
Vendor: K1769	KVS Transportation			
KVS-SEPT20	Construction Water Meter Deposit Refund	09/09/2014 Construction Water Meter	0.00	1,200.00
	Check Total:			1,200.00
Check No: 48284	Check Date: 09/18/2014			
Vendor: L0259	Landon Investment Co., Inc.			
6001	A61513 08/14 AMB Run Meals	08/28/2014 A61513 08/14 AMB Run Meal	0.00	25.51
	Check Total:			25.51

				<u>Void Checks</u>	<u>Check Amount</u>
Check No:	48285	Check Date:	09/18/2014		
Vendor:	L0050	Leaf			
5215373	A61471 09/14 WP C2030 Copier Lease	08/31/2014 A61471 09/14 C2030 Copier		0.00	9.18
5215373	A61471 09/14 PW C2030 Copier Lease	08/31/2014 A61471 09/14 C2030 Copier		0.00	1.65
5215373	A61471 09/14 PW C2030 Copier Lease	08/31/2014 A61471 09/14 C2030 Copier		0.00	6.52
5215373	A61471 09/14 PW C2030 Copier Lease	08/31/2014 A61471 09/14 C2030 Copier		0.00	6.44
5215373	A61471 09/14 PW C2030 Copier Lease	08/31/2014 A61471 09/14 C2030 Copier		0.00	1.96
5215373	A61471 09/14 RDA C2030 Copier Lease	08/31/2014 A61471 09/14 C2030 Copier		0.00	2.40
5215373	A61471 09/14 Sanitation C2030 Copier Lea	08/31/2014 A61471 09/14 C2030 Copier		0.00	1.57
5215373	A61471 09/14 WWP C2030 Copier Lease	08/31/2014 A61471 09/14 C2030 Copier		0.00	3.14
5215373	A61471 09/14 UB C2030 Copier Lease	08/31/2014 A61471 09/14 C2030 Copier		0.00	7.77
5215373	A61471 09/14 Transit C2030 Copier Lease	08/31/2014 A61471 09/14 C2030 Copier		0.00	5.18
5215373	A61471 09/14 EDA C2030 Copier Lease	08/31/2014 A61471 09/14 C2030 Copier		0.00	0.20
5215373	A61471 09/14 HR C2030 Copier Lease	08/31/2014 A61471 09/14 C2030 Copier		0.00	110.99
Check Total:					157.00
Check No:	48286	Check Date:	09/18/2014		
Vendor:	L1589	Liebert Cassidy Whitmore			
1392451	B34103 08/14 Council Legal Services	08/31/2014 B34103 08/14 Council Lega		0.00	1,230.00
1390352	B34103 07/14 Council Legal Services	07/31/2014 B34103 07/14 Council Lega		0.00	870.00
Check Total:					2,100.00
Check No:	48287	Check Date:	09/18/2014		
Vendor:	O0032	O'Reilly Automotive, Inc.			
4316-15075	A61420 08/14 Admin Unit 125 Battery	08/21/2014 A61420 08/14 Admin Unit 1		0.00	102.97
4316-15108	A61420 08/14 PD Radar Trailer Batteries	08/25/2014 A61420 08/14 PD Radar Tra		0.00	146.39
4316-15130	A61420 08/14 CE Unit 50 Disc Pad Set	08/28/2014 A61420 08/14 CE Unit 50 D		0.00	48.10
1014208406	A61420 08/14 CE Unit 50 Filter Kit	08/29/2014 A61420 08/14 CE Unit 50 F		0.00	12.07
4316-15137	A61420 08/14 PW Unit 11 Lights	08/29/2014 A61420 08/14 PW Unit 11 L		0.00	58.79
4316-15137	A61420 08/14 SC Oil Filters Stock	08/29/2014 A61420 08/14 SC Oil Filte		0.00	30.61
Check Total:					398.93
Check No:	48288	Check Date:	09/18/2014		
Vendor:	P0085	Peterson Dean Solar			
1408-016	A61480 Refund Building Permit 1408-016	09/08/2014 A61480 Refund Building Pe		0.00	80.00
Check Total:					80.00
Check No:	48289	Check Date:	09/18/2014		
Vendor:	Q0435	Quad Knopf Inc.			
76128	B34105 2014 Pavement Maintenance Project	06/20/2014 B34105 2014 Pavement Main		0.00	1,107.72
Check Total:					1,107.72
Check No:	48290	Check Date:	09/18/2014		
Vendor:	S0116	Simon Saucedo			
TR9248-MEA	11/15/14 MEAL Leadership Class	09/16/2014 11/15/14 MEAL Leadership		0.00	15.00
TR9248-MEA	10/18/14 MEAL Leadership Class	09/16/2014 10/18/14 MEAL Leadership		0.00	15.00
TR9248-MEA	09/20/14 MEAL Leadership Class	09/16/2014 09/20/14 MEAL Leadership		0.00	15.00
TR9248-MEA	10/04/14 MEAL Leadership Class	09/16/2014 10/04/14 MEAL Leadership		0.00	15.00
TR9248-MEA	11/01/14 MEAL Leadership Class	09/16/2014 11/01/14 MEAL Leadership		0.00	15.00
Check Total:					75.00
Check No:	48291	Check Date:	09/18/2014		
Vendor:	S0450	Save Mart Supermarkets			
57	A61603 09/14 PD Drinking Water	09/03/2014 A61603 09/14 PD Drinking		0.00	28.44
Check Total:					28.44
Check No:	48292	Check Date:	09/18/2014		
Vendor:	S0044	Self Help Enterprises			
JULY2014PM	B34129 07/14 Housing Rehab Loan Svcs	07/31/2014 B34129 07/14 Housing Reha		0.00	525.00
Check Total:					525.00
Check No:	48293	Check Date:	09/18/2014		
Vendor:	S0008	dba Signmax			
0020165-IN	A60744 08/14 PW Corporate Yard Signs	08/27/2014 A60744 08/14 PW Corporate		0.00	162.61
Check Total:					162.61
Check No:	48294	Check Date:	09/18/2014		
Vendor:	Y3280	Sparkletts			
9412248090	B33751 08/14 WP Drinking Water	09/01/2014 B33751 08/14 WP Drinking		0.00	102.11
Check Total:					102.11

				<u>Void Checks</u>	<u>Check Amount</u>
Check No:	48295	Check Date:	09/18/2014		
Vendor:	S2153	Stanton Office Machine			
227428	A61482 07/14 Admin Copies Made	08/13/2014 A61482 07/14 Admin Copies		0.00	62.18
227428	A61482 07/14 Planning Copies Made	08/13/2014 A61482 07/14 Planning Cop		0.00	62.18
227428	A61482 07/14 CE Copies Made	08/13/2014 A61482 07/14 CE Copies Ma		0.00	62.17
227428	A61482 07/14 HR Copies Made	08/13/2014 A61482 07/14 HR Copies Ma		0.00	62.17
Check Total:					248.70
Check No:	48296	Check Date:	09/18/2014		
Vendor:	T0482	Telstar Instruments, Inc.			
78364	B34100 06/14 WWP Annual Calibrations	06/30/2014 B34100 06/14 WWP Annual C		0.00	595.00
78372	B34099 06/14 WP Install PLC Card	06/30/2014 B34099 06/14 WP Install P		0.00	1,182.52
Check Total:					1,777.52
Check No:	48297	Check Date:	09/18/2014		
Vendor:	T0798	Thomson West			
830127418	A61481 08/14 Admin CA Corp Code Books	08/04/2014 A61481 08/14 Admin CA Cor		0.00	178.04
830127418	A61481 08/14 Council CA Corp Code Books	08/04/2014 A61481 08/14 Council CA C		0.00	178.05
Check Total:					356.09
Check No:	48298	Check Date:	09/18/2014		
Vendor:	T2345	TRI Air Testing			
83714	A61503 08/14 FD Compressed Air Testing	08/29/2014 A61503 08/14 FD Compresse		0.00	157.00
Check Total:					157.00
Check No:	48299	Check Date:	09/18/2014		
Vendor:	T0077	TritechForensics			
109399	A61610 09/14 PD Evidence Collection Kits	09/02/2014 A61610 09/14 PD Evidence		0.00	75.92
Check Total:					75.92
Check No:	48300	Check Date:	09/18/2014		
Vendor:	V3406	Verizon Wireless Services, LLC			
9731259363	09/14 341-4461 WWP Cell Phone Charges	09/01/2014 09/14 WWP Cell Phone Char		0.00	12.25
9731259363	09/14 246-0331 Transit Cell Phone Charge	09/01/2014 09/14 Transit Cell Phone		0.00	36.77
9731259363	09/14 341-9613 WWP Cell Phone Charges	09/01/2014 09/14 WWP Cell Phone Char		0.00	13.61
9731259363	09/14 246-6243 Transit Cell Phone Charge	09/01/2014 09/14 Transit Cell Phone		0.00	40.21
9731259363	09/14 341-3958 WP Cell Phone Charges	09/01/2014 09/14 WP Cell Phone Charg		0.00	12.19
9731259363	09/14 341-3613 WP Cell Phone Charges	09/01/2014 09/14 WP Cell Phone Charg		0.00	13.61
9731259363	09/14 381-1988 PW Cell Phone Charges	09/01/2014 09/14 PW Cell Phone Charg		0.00	29.13
9731259363	09/14 381-1120 AIR Cell Phone Charges	09/01/2014 09/14 AIR Cell Phone Char		0.00	36.77
9731259363	09/14 246-1403 Transit Cell Phone Charge	09/01/2014 09/14 Transit Cell Phone		0.00	36.77
Check Total:					231.31
Check No:	48301	Check Date:	09/18/2014		
Vendor:	W0057	WageWorks			
125AIO3454	08/14 FSA Monthly Admin Fee	09/16/2014 08/14 FSA Monthly Admin F		0.00	79.20
Check Total:					79.20
Check No:	48302	Check Date:	09/18/2014		
Vendor:	W0511	West Hills Oil, Inc.			
44518	08/14 7001 SC Fuel	08/31/2014 08/14 7001 SC Fuel		0.00	71.51
44518	08/14 7001 Street Sweeping Fuel	08/31/2014 08/14 7001 Street Sweepin		0.00	588.24
44511	B34192 08/14 200 FD Fuel	08/31/2014 B34192 08/14 200 FD Fuel		0.00	3,767.02
44513	B34160 08/14 300 PD Fuel	08/31/2014 B34160 08/14 300 PD Fuel		0.00	4,352.33
44512	08/14 201 CE Fuel	08/31/2014 08/14 201 CE Fuel		0.00	136.61
44512	08/14 201 Bldg Official Fuel	08/31/2014 08/14 201 Bldg Official F		0.00	53.44
44512	08/14 201 Admin Fuel	08/31/2014 08/14 201 Admin Fuel		0.00	75.59
44514	08/14 400 PW Fuel	08/31/2014 08/14 400 PW Fuel		0.00	860.51
44514	08/14 400 PW Fuel	08/31/2014 08/14 400 PW Fuel		0.00	476.82
44373	08/14 201 CE Fuel	08/15/2014 08/14 201 CE Fuel		0.00	112.52
44517	08/14 6070 PW Fuel	08/31/2014 08/14 6070 PW Fuel		0.00	167.48
44373	08/14 201 Admin Fuel	08/15/2014 08/14 201 Admin Fuel		0.00	15.91
44516	08/14 900 MTR RDR/FIN/UTIL Fuel	08/31/2014 08/14 900 MTR RDR/FIN/UTI		0.00	287.15
44376	08/14 900 MTR RDR/FIN/UTIL Fuel	08/15/2014 08/14 900 MTR RDR/FIN/UTI		0.00	206.61
44515	08/14 600 WP Fuel	08/31/2014 08/14 600 WP Fuel		0.00	490.35
44515	08/14 600 WWP Fuel	08/31/2014 08/14 600 WWP Fuel		0.00	122.59
44378	08/14 7001 SC Fuel	08/15/2014 08/14 7001 SC Fuel		0.00	161.84
44378	08/14 7001 Street Sweeping Fuel	08/15/2014 08/14 7001 Street Sweepin		0.00	515.89
44514	08/14 400 PW Fuel	08/31/2014 08/14 400 PW Fuel		0.00	476.82

			<u>Void Checks</u>	<u>Check Amount</u>
44514	08/14 400 PW Fuel	08/31/2014 08/14 400 PW Fuel	0.00	476.85
44377	08/14 6070 PW Fuel	08/15/2014 08/14 6070 PW Fuel	0.00	372.96
44514	08/14 400 PW Fuel	08/31/2014 08/14 400 PW Fuel	0.00	476.82
Check Total:				14,265.86
Check No: 48303	Check Date: 09/18/2014			
Vendor: W0629	Westlands Water District			
100158	FY 14-15 Land Based Charges APN 073-060-	09/01/2014 FY 14-15 Land Based Chrg	0.00	778.40
Check Total:				778.40
Date Totals:			0.00	81,508.96
Check No: 48304	Check Date: 09/26/2014			
Vendor: F0083	5-11, Inc.			
26311	A61615 08/17 PD Uniform SYoung	08/27/2014 A61615 08/17 PD Uniform	0.00	113.61
Check Total:				113.61
Check No: 48305	Check Date: 09/26/2014			
Vendor: A0081	A.S. Danielson, Inc.			
7859655-A	A57192 09/14 PW Unit 38 Blades & Casters	09/09/2014 A57192 09/14 PW Unit 38 B	0.00	275.96
Check Total:				275.96
Check No: 48306	Check Date: 09/26/2014			
Vendor: A0074	ACCAP			
TR8559-REG	10/16/14 REGI R Ramsey Ann Conference	09/23/2014 10/16/14 REGI R Ramsey Ann	0.00	200.00
Check Total:				200.00
Check No: 48307	Check Date: 09/26/2014			
Vendor: C0218	Chevron			
CHE-SEPT20	Construction Water Meter Deposit Refund	08/06/2014 Construction Water Meter	0.00	1,200.00
Check Total:				1,200.00
Check No: 48308	Check Date: 09/26/2014			
Vendor: C0154	Juan Cisneros			
TR9250-MEA	10/01/14-10/03/14 MEALS Perishable	09/25/2014 10/01/14-10/03/14 MEALS P	0.00	45.00
Check Total:				45.00
Check No: 48309	Check Date: 09/26/2014			
Vendor: T0076	Tulare-Kings CO Peace Officer Training A			
TR9251-REG	10/01/14-10/03/14 REGI C Montoya Perishab	09/25/2014 10/01/14-10/03/14 REGI CM	0.00	66.00
TR9250-REG	10/01/14-10/03/14 REGI J Cisneros Perisha	09/25/2014 10/01/14-10/03/14 REGI JC	0.00	66.00
TR9252-REG	10/01/14-10/03/14 REGI S Saucedo Perishab	09/25/2014 10/01/14-10/03/14 REGI SS	0.00	66.00
Check Total:				198.00
Check No: 48310	Check Date: 09/26/2014			
Vendor: C1239	City of Coalinga			
008739-000	08/14 200 E Pacific, UB	08/28/2014 08/14 City Utility Bills	0.00	660.09
010736-000	08/14 Sandalwood/Longhollow, UB	08/28/2014 08/14 City Utility Bills	0.00	25.34
016302-000	08/14 Cherry Lane-Median, UB	08/28/2014 08/14 City Utility Bills	0.00	22.08
016303-000	08/14 Cherry Lane-Median 2, UB	08/28/2014 08/14 City Utility Bills	0.00	30.82
016304-000	08/14 Cherry Lane-Median 3, UB	08/28/2014 08/14 City Utility Bills	0.00	29.57
016305-000	08/14 Cherry Lane-Median 4, UB	08/28/2014 08/14 City Utility Bills	0.00	23.33
000005-003	08/14 Sewer Plant, UB	08/28/2014 08/14 City Utility Bills	0.00	1,513.26
010304-000	08/14 Service Yard, UB	08/28/2014 08/14 City Utility Bills	0.00	84.01
010306-000	08/14 Meter Shop, UB	08/28/2014 08/14 City Utility Bills	0.00	29.08
013434-000	08/14 Gayle Ave Transit Gas, UB	08/28/2014 08/14 City Utility Bills	0.00	355.16
008558-000	08/14 160 W Elm-Old City Hall, UB	08/28/2014 08/14 City Utility Bills	0.00	13.04
008559-000	08/14 160 W Elm-Annex, UB	08/28/2014 08/14 City Utility Bills	0.00	44.27
008560-000	08/14 160 W Elm-Holding Cell, UB	08/28/2014 08/14 City Utility Bills	0.00	36.09
008561-000	08/14 148 W Elm-Clinic	08/28/2014 08/14 City Utility Bills	0.00	113.26
016283-000	08/14 171 W Elm, UB	08/28/2014 08/14 City Utility Bills	0.00	48.02
000240-000	08/14 380-386 Clga Plaza, UB	08/28/2014 08/14 City Utility Bills	0.00	55.92
008573-000	08/14 255-296 Clga Plaza, UB	08/28/2014 08/14 City Utility Bills	0.00	45.25
018400-000	08/14 Plaza Park Landscaping	08/28/2014 08/14 City Utility Bills	0.00	63.30
021676-000	08/14 Centennial Park Landscaping	08/28/2014 08/14 City Utility Bills	0.00	1,279.67
018764-000	08/14 HWY 198/Lucille- Landscaping, UB	08/28/2014 08/14 City Utility Bills	0.00	20.83
018761-000	08/14 Copper-Canyon Landscaping	08/28/2014 08/14 City Utility Bills	0.00	63.30
020947-000	08/14 Forest/Pacific Landscaping	08/28/2014 08/14 City Utility Bills	0.00	50.81
020960-000	08/14 299 North Sixth	08/28/2014 08/14 City Utility Bills	0.00	27.83

			<u>Void Checks</u>	<u>Check Amount</u>
022728-000	08/14 Sandalwood Park #3	08/28/2014 08/14 City Utility Bills	0.00	1,959.68
018401-000	08/14 Centennial Park	08/28/2014 08/14 City Utility Bills	0.00	812.49
021677-000	08/14 Jayne Ave Landscaping CIT	08/28/2014 08/14 City Utility Bills	0.00	24.58
021678-000	08/14 Gayle/Hwy 198 Landscaping	08/28/2014 08/14 City Utility Bills	0.00	33.32
000005-005	08/14 Bourdeaux/Fresia Landscaping	08/28/2014 08/14 City Utility Bills	0.00	315.32
022330-000	08/14 Elm/4th Landscaping	08/28/2014 08/14 City Utility Bills	0.00	142.00
022332-000	08/14 Elm/6th Landscaping	08/28/2014 08/14 City Utility Bills	0.00	20.83
022334-000	08/14 Elm/6th Landscaping #2	08/28/2014 08/14 City Utility Bills	0.00	27.08
022441-000	08/14 Airport Median 1	08/28/2014 08/14 City Utility Bills	0.00	37.33
022412-000	08/14 Airport Median 2	08/28/2014 08/14 City Utility Bills	0.00	32.46
022413-000	08/14 Airport Median 3	08/28/2014 08/14 City Utility Bills	0.00	42.21
022414-000	08/14 Airport Median 4	08/28/2014 08/14 City Utility Bills	0.00	32.46
022534-000	08/14 260 Cambridge Sprts Cmplx	08/28/2014 08/14 City Utility Bills	0.00	2,370.83
025141-000	08/14 Elm/Van Ness Trees	08/28/2014 08/14 City Utility Bills	0.00	20.83
021675-000	08/14 340 W Cambridge	08/28/2014 08/14 City Utility Bills	0.00	714.27
003764-000	08/14 CCC East Dorm Utility	08/28/2014 08/14 CCC Utility Bills	0.00	35.59
025141-000	07/14 Elm/Van Ness Trees	07/28/2014 07/14 City Utility Bill	0.00	0.02
003767-001	07/14 CCC S Building Utility	07/28/2014 07/14 CCC Utility Bills	0.00	69.23
003767-001	07/14 CCC S Building Utility	07/28/2014 07/14 CCC Utility Bills	0.00	2.29
008545-000	08/14 6th/Elm Parking, UB	08/28/2014 08/14 City Utility Bills	0.00	46.17
008463-000	08/14 290 W Elm-Museum, UB	08/28/2014 08/14 City Utility Bills	0.00	75.65
008436-000	08/14 Forest/1st St Plot, UB	08/28/2014 08/14 City Utility Bills	0.00	20.83
008395-000	08/14 Forest/2nd St, UB	08/28/2014 08/14 City Utility Bills	0.00	20.83
008563-000	08/14 City Hall FIN/PD Gal. Mtr, UB	08/28/2014 08/14 City Utility Bills	0.00	749.09
008117-000	08/14 Hayes/Plot, UB	08/28/2014 08/14 City Utility Bills	0.00	150.74
006870-000	08/14 Lynch Park-Triangle, UB	08/28/2014 08/14 City Utility Bills	0.00	73.29
010892-000	08/14 Airport Res., UB	08/28/2014 08/14 City Utility Bills	0.00	44.16
000005-001	08/14 Creek Side Plot, UB	08/28/2014 08/14 City Utility Bills	0.00	25.83
006069-000	08/14 Van Ness-Second St, UB	08/28/2014 08/14 City Utility Bills	0.00	45.81
000006-000	08/14 200 K E Elm Trees Across	08/28/2014 08/14 City Utility Bills	0.00	20.83
003130-000	08/14 Monroe/NM Monterey, UB	08/28/2014 08/14 City Utility Bills	0.00	620.12
003184-000	08/14 W Joaquin, UB	08/28/2014 08/14 City Utility Bills	0.00	580.14
003193-000	08/14 Princeton/Wash. Plot, UB	08/28/2014 08/14 City Utility Bills	0.00	64.55
003294-000	08/14 Sunset/Fifth St Plot, UB	08/28/2014 08/14 City Utility Bills	0.00	48.31
003438-000	08/14 Van Ness/Ash St, UB	08/28/2014 08/14 City Utility Bills	0.00	140.75
004178-000	08/14 San Simeon/Posa Chan, UB	08/28/2014 08/14 City Utility Bills	0.00	112.02
004491-000	08/14 E A Trees/Elm, UB	08/28/2014 08/14 City Utility Bills	0.00	55.81
004490-000	08/14 E Aport Plots/Elm, UB	08/28/2014 08/14 City Utility Bills	0.00	20.83
004426-000	08/14 Baker-Rotary Plot, UB	08/28/2014 08/14 City Utility Bills	0.00	52.06
004297-000	08/14 Posa Chanet Blvd, UB	08/28/2014 08/14 City Utility Bills	0.00	77.04
004295-000	08/14 Phelps Ave/La Cuesta, UB	08/28/2014 08/14 City Utility Bills	0.00	254.42
010397-000	08/14 1075 W Elm/Pacific-Lucille, UB	08/28/2014 08/14 City Utility Bills	0.00	85.79
010406-000	08/14 E Polk/Warthan Crk Plot, UB	08/28/2014 08/14 City Utility Bills	0.00	27.08
010691-000	08/14 Juniper/Jayne, UB	08/28/2014 08/14 City Utility Bills	0.00	310.15
010692-000	08/14 Juniper Ridge/Jayne, UB	08/28/2014 08/14 City Utility Bills	0.00	76.56
010693-000	08/14 Juniper Ridge/Jayne, UB	08/28/2014 08/14 City Utility Bills	0.00	318.89
013433-000	08/14 Animal House Fresno/Clga Rd.	08/28/2014 08/14 City Utility Bills	0.00	58.97
008484-000	08/14 Firehouse, Utility Bill	08/28/2014 08/14 City Utility Bills	0.00	453.94
001424-000	08/14 Hillview/Monterey, UB	08/28/2014 08/14 City Utility Bills	0.00	48.31
010883-000	08/14 Airport Access Road, UB	08/28/2014 08/14 City Utility Bills	0.00	66.60
010891-000	08/14 Airport Spencer House, UB	08/28/2014 08/14 City Utility Bills	0.00	57.71
008562-000	08/14 City Hall Landscape, Utility Bill	08/28/2014 08/14 City Utility Bills	0.00	105.56
008679-000	08/14 Sunset/6th St, UB	08/28/2014 08/14 City Utility Bills	0.00	108.27
Check Total:				16,344.26
Check No: 48311	Check Date: 09/26/2014			
Vendor: C2881	Cook's Communications			
120994	A61612 09/14 PD Unit 235 Lightbar Repair	09/04/2014 A61612 09/14 PD Unit 235	0.00	23.50
Check Total:				23.50
Check No: 48312	Check Date: 09/26/2014			
Vendor: D3012	DataProse, Inc.			
DP1402238	August 2014 Utility Bills Postage	08/31/2014 August 2014 Utility Bills	0.00	2,165.33
DP1402238	August 2014 Print/Insert 10 Day Notices	08/31/2014 August 2014 Utility Bills	0.00	306.95

			<u>Void Checks</u>	<u>Check Amount</u>
DP1402238	August 2014 Print/Insert Regular Bills	08/31/2014 August 2014 Utility Bills	0.00	1,127.94
DP1402238	Insert August 2014 Recycling Flyer	08/31/2014 August 2014 Utility Bills	0.00	469.37
Check Total:				4,069.59
Check No:	48313	Check Date:	09/26/2014	
Vendor:	D1933	Department of Justice		
056702	A61607 08/14 PD Blood Alcohol Analysis	09/04/2014 A61607 08/14 PD Blood Alc	0.00	140.00
051782	A61618 08/14 PD Fingerprints	09/04/2014 A61618 08/14 PD Fingerpri	0.00	452.00
Check Total:				592.00
Check No:	48314	Check Date:	09/26/2014	
Vendor:	D0229	Dept. of Conservation		
SMIP-SEPT2	A61479 07/14-09/14 Quarterly SMIP Fees	09/18/2014 A61479 07/14-09/14 Quarte	0.00	75.99
Check Total:				75.99
Check No:	48315	Check Date:	09/26/2014	
Vendor:	G0036	GCS Environmental Equipment Service		
10280	B34046 Sanitation Unit 88 Misc Parts	09/04/2014 B34046 Sanitation Unit 88	0.00	1,194.22
Check Total:				1,194.22
Check No:	48316	Check Date:	09/26/2014	
Vendor:	F0065	Bart Fielder		
1107	B34130 09/14 CCC SC Internet Svcs	09/24/2014 B34130 09/14 Computer Con	0.00	70.99
1108	B34130 09/14 Admin Server Power Supplies	09/24/2014 B34130 09/14 Admin Server	0.00	63.00
1107	B34130 09/14 Admin Computer Consulting	09/24/2014 B34130 09/14 Computer Con	0.00	1,766.40
1107	B34130 09/14 UB Computer Consulting	09/24/2014 B34130 09/14 Computer Con	0.00	793.60
Check Total:				2,693.99
Check No:	48317	Check Date:	09/26/2014	
Vendor:	F1363	First Bankcard		
AR-52761A	A61531 08/14 FD Carbon Monoxide	08/14/2014 Statement Closing Date of	0.00	236.64
20141008	08/10/14 LODGING BLong Beaver Fire	08/10/2014 Statement Closing Date of	0.00	68.33
66	A61531 09/14 FD Training Exercise Water	09/05/2014 Statement Closing Date of	0.00	28.44
Check Total:				333.41
Check No:	48318	Check Date:	09/26/2014	
Vendor:	F1365	First Bankcard		
100234198	A61528 09/14 FD CA Building Code Book	09/08/2014 Statement Closing Date of	0.00	23.40
100234198	A61528 09/14 FD CA Fire Code Book	09/08/2014 Statement Closing Date of	0.00	23.40
Check Total:				46.80
Check No:	48319	Check Date:	09/26/2014	
Vendor:	F1364	First Bankcard Center		
HUG-18AUG2	B33189 09/14 WP Hughesnet Internet Svcs	08/18/2014 Statement Closing Date of	0.00	49.99
Check Total:				49.99
Check No:	48320	Check Date:	09/26/2014	
Vendor:	F0222	Fresno County Treasurer		
SO11841	A61617 08/14 PD RMS/JMS/CAD Fees	09/01/2014 A61617 08/14 PD RMS/JMS/C	0.00	329.34
Check Total:				329.34
Check No:	48321	Check Date:	09/26/2014	
Vendor:	G0372	Grainger		
9524193472	B33073 08/14 WP Safety Program Sup	08/22/2014 B33073 08/14 WP Safety Pr	0.00	3,155.62
9524363257	B33073 08/14 WWP Safety Program Sup	08/22/2014 B33073 08/14 WWP Safety P	0.00	757.60
Check Total:				3,913.22
Check No:	48322	Check Date:	09/26/2014	
Vendor:	P1420	The Hanford Sentinel		
0000156624	A61477 09/14 Street Sweeper Bid Notice	09/17/2014 A61477 09/14 Street Sweep	0.00	45.67
Check Total:				45.67
Check No:	48323	Check Date:	09/26/2014	
Vendor:	H0083	Holiday Inn San Diego Bayside		
TR9257-LOD	11/30/14-12/02/14 LODGING SYoung Warrant	09/23/2014 11/30/14-12/02/14 LODGING	0.00	371.55
Check Total:				371.55
Check No:	48324	Check Date:	09/26/2014	
Vendor:	I2244	Interstate Gas Services, Inc.		
7021189	B34138 07/14 Water Consulting Svcs	08/04/2014 B34138 07/14 Gas Consulti	0.00	450.00
7021189	B34138 07/14 Water Consulting Svcs	08/04/2014 B34138 07/14 Gas Consulti	0.00	450.00
7021189	B34138 07/14 Gas Consulting Svcs	08/04/2014 B34138 07/14 Gas Consulti	0.00	495.00
7021196	B34104 08/14 Water Consulting Services	09/04/2014 B34104 08/14 Gas Consulti	0.00	150.00

			<u>Void Checks</u>	<u>Check Amount</u>
7021196	B34104 08/14 Water Consulting Services	09/04/2014 B34104 08/14 Gas Consulti	0.00	150.00
7021196	B34104 08/14 Gas Consulting Services	09/04/2014 B34104 08/14 Gas Consulti	0.00	1,395.00
Check Total:				3,090.00
Check No:	48325	Check Date:	09/26/2014	
Vendor:	K0041	Keller Ford		
50026497	B34045 09/14 PD Unit C27 Brake Rotor Asy	09/02/2014 B34045 09/14 PD Unit C27	0.00	437.01
50026561	B34045 09/14 PD Unit C20 Motor Fan Asy	09/03/2014 B34045 09/14 PD Unit C20	0.00	497.80
Check Total:				934.81
Check No:	48326	Check Date:	09/26/2014	
Vendor:	L0259	Landon Investment Co., Inc.		
6010	A61524 09/14 AMB Run Meals	09/09/2014 A61524 09/14 AMB Run Meal	0.00	27.02
6012	A61524 09/14 AMB Run Meals	09/11/2014 A61524 09/14 AMB Run Meal	0.00	31.22
6013	A61524 09/14 AMB Run Meals	09/13/2014 A61524 09/14 AMB Run Meal	0.00	16.00
Check Total:				74.24
Check No:	48327	Check Date:	09/26/2014	
Vendor:	M3105	Glenn E. Mitchell		
8	08/14 Video Production Services	08/29/2014 08/14 Video Production Se	0.00	400.00
Check Total:				400.00
Check No:	48328	Check Date:	09/26/2014	
Vendor:	M0010	Christopher Montoya		
TR9251-MEA	10/01/14-10-03/14 MEALS Perishable	09/25/2014 10/01/14-10-03/14 MEALS P	0.00	45.00
Check Total:				45.00
Check No:	48329	Check Date:	09/26/2014	
Vendor:	M2782	Mountain Valley Pest Control		
79621	A61346 08/14 FD Pest Control Services	08/14/2014 A61346 08/14 FD Pest Cont	0.00	28.00
Check Total:				28.00
Check No:	48330	Check Date:	09/26/2014	
Vendor:	N0022	National Meter & Automation, I		
S1055232.0	B33991 08/14 PW Meter Reading Wands	08/25/2014 B33991 08/14 PW Meter Rea	0.00	3,728.35
S1055232.0	B33991 08/14 PW Meter Reading Wands	08/25/2014 B33991 08/14 PW Meter Rea	0.00	3,728.35
S1055127-0	B33989 09/14 PW Radio Read Transmitters	09/09/2014 B33989 09/14 PW Radio Re	0.00	1,842.33
S1055127-0	B33989 09/14 PW Radio Read Transmitters	09/09/2014 B33989 09/14 PW Radio Re	0.00	1,959.33
Check Total:				11,258.36
Check No:	48331	Check Date:	09/26/2014	
Vendor:	S0133	Shell Energy North American (US), LP		
2528683	August 2014 Gas Purchase	08/17/2014 August 2014 Gas Purchase	0.00	19,386.07
Check Total:				19,386.07
Check No:	48332	Check Date:	09/26/2014	
Vendor:	O0035	Oracle America, Inc.		
42476996	B34131 01/14-01/15 FIN Cloud Service Fee	01/29/2014 B34131 01/14-01/15 FIN Cl	0.00	5,004.00
Check Total:				5,004.00
Check No:	48333	Check Date:	09/26/2014	
Vendor:	O0024	Ramon Orozco		
1997	B33141 08/14 City Hall Area Rugs Cleaned	09/03/2014 B33141 08/14 City Hall Ar	0.00	115.00
1998	A61609 08/14 PD Carpets/Floors Cleaned	09/03/2014 A61609 08/14 PD Carpets/F	0.00	316.00
Check Total:				431.00
Check No:	48334	Check Date:	09/26/2014	
Vendor:	P0086	Paper Sales & Salvage		
4033	A61386 08/14 PD Copy Paper	08/18/2014 A61386 08/14 PD Copy Pape	0.00	265.20
Check Total:				265.20
Check No:	48335	Check Date:	09/26/2014	
Vendor:	P0079	Paymentus Group		
US1405004	05/14 UB Credit Card Readers	05/21/2014 05/14 UB Credit Card Read	0.00	450.00
Check Total:				450.00
Check No:	48336	Check Date:	09/26/2014	
Vendor:	P0410	PG & E		
7053841533	08/14 7053841899 Airport Hangers	09/10/2014 08/14 City Electric Bill	0.00	79.00
7053841533	08/14 7053841565 Airport AWASP Bldg.	09/10/2014 08/14 City Electric Bill	0.00	1,183.79
7053841533	08/14 3443128411 5208 Spano Ent Posa Cha	09/10/2014 08/14 City Electric Bill	0.00	111.06
7053841533	08/14 3249826069 TR4492, Fox Hollow II	09/10/2014 08/14 City Electric Bill	0.00	66.35
7053841533	08/14 3443128611 TR4492, Fox Hollow II P	09/10/2014 08/14 City Electric Bill	0.00	44.23

			<u>Void Checks</u>	<u>Check Amount</u>
7053841533	08/14 3443128372 TR5146 PH 1 Stallion Sp	09/10/2014 08/14 City Electric Bill	0.00	51.76
7053841533	08/14 3443128041 TR5246 PH 2 Stallion Sp	09/10/2014 08/14 City Electric Bill	0.00	136.69
7053841533	08/14 3443128591 City Sunset St Project	09/10/2014 08/14 City Electric Bill	0.00	100.00
7053841533	08/14 7053841002 160 W Elm INTRNL ARP	09/10/2014 08/14 City Electric Bill	0.00	1,147.02
7053841533	08/14 7053841004 INTRNL ARPT 3144 Term B	09/10/2014 08/14 City Electric Bill	0.00	220.53
7053841533	08/14 7053841008 INTRNL ARPT 3144 Term	09/10/2014 08/14 City Electric Bill	0.00	2,436.96
7053841533	08/14 7053841014 INTRNL ARPT 3144 Term	09/10/2014 08/14 City Electric Bill	0.00	24.22
7053841533	08/14 7053841016 INTRNL ARPT 3144 Term	09/10/2014 08/14 City Electric Bill	0.00	1,065.79
7053841533	08/14 7053841022 INTRNL ARPT 3144 Term	09/10/2014 08/14 City Electric Bill	0.00	73.46
7053841533	08/14 7053841026 INTRNL ARPT 3144 Term	09/10/2014 08/14 City Electric Bill	0.00	25.75
7053841533	08/14 3443128925 TR5140 Sandalwood 3	09/10/2014 08/14 City Electric Bill	0.00	22.12
7053841533	08/14 7053841429 TR5339 Dorothy Allen Es	09/10/2014 08/14 City Electric Bill	0.00	402.05
7053841533	08/14 3443128775 TR5208 Spano Ent Posa C	09/10/2014 08/14 City Electric Bill	0.00	11.06
7053841533	08/14 7053841244 TR5344 Promontory Point	09/10/2014 08/14 City Electric Bill	0.00	211.55
7053841533	08/14 7053841619 Monterey/Tyler Landscap	09/10/2014 08/14 City Electric Bill	0.00	11.21
7053841533	08/14 7053841485 Washington/Fresno Lands	09/10/2014 08/14 City Electric Bill	0.00	10.86
7053841533	08/14 7053841909 200 El Rancho Blvd Land	09/10/2014 08/14 City Electric Bill	0.00	10.84
7053841533	08/14 7053841842 350 El Rancho Blvd Land	09/10/2014 08/14 City Electric Bill	0.00	10.84
7053841533	08/14 7053841439 Phelps & La Cuesta Land	09/10/2014 08/14 City Electric Bill	0.00	10.93
7053841533	08/14 7053841204 First/Forest Landscape	09/10/2014 08/14 City Electric Bill	0.00	10.84
7053841533	08/14 7053841848 Jayne/Juniper Ridge Lan	09/10/2014 08/14 City Electric Bill	0.00	23.84
7053841533	08/14 7053841023 Mntry/Tyler: Clock	09/10/2014 08/14 City Electric Bill	0.00	10.90
7053841533	08/14 7053841466 Tyler/Polk Bhnd 344 Pol	09/10/2014 08/14 City Electric Bill	0.00	34.35
7053841533	08/14 7053841574 401 Madison Gas Rectifi	09/10/2014 08/14 City Electric Bill	0.00	44.12
7053841533	08/14 7053841100 155 E Polk Across from	09/10/2014 08/14 City Electric Bill	0.00	42.18
7053841533	08/14 7053841105 600 Harvard Gas Rectifi	09/10/2014 08/14 City Electric Bill	0.00	24.07
7053841533	08/14 7053841110 611 College Behind 610	09/10/2014 08/14 City Electric Bill	0.00	24.23
7053841533	08/14 7053841243 Behind 190 Roosevelt Ga	09/10/2014 08/14 City Electric Bill	0.00	54.17
7053841533	08/14 7053841657 500 Alicia Gas Rectifie	09/10/2014 08/14 City Electric Bill	0.00	27.46
7053841533	08/14 7053841361 526 E Pleasant Behind 5	09/10/2014 08/14 City Electric Bill	0.00	32.74
7053841533	08/14 7053841312 741 E Valley Gas Rectif	09/10/2014 08/14 City Electric Bill	0.00	26.17
7053841533	08/14 7053841123 106 E Cherry Gas Rectif	09/10/2014 08/14 City Electric Bill	0.00	21.57
7053841533	08/14 7053841697 210/212 Buchanan Gas Re	09/10/2014 08/14 City Electric Bill	0.00	43.49
7053841533	08/14 7053841783 210 Buchanan	09/10/2014 08/14 City Electric Bill	0.00	51.73
7053841533	08/14 7053841102 1412 E Elm Across 1254	09/10/2014 08/14 City Electric Bill	0.00	20.90
7053841533	08/14 7053841684 Palmer Reserve Tank	09/10/2014 08/14 City Electric Bill	0.00	32.45
7053841533	08/14 7053841615 Reservoir: Calaveras Re	09/10/2014 08/14 City Electric Bill	0.00	15.40
7053841533	08/14 7053841688 NESW Booster Station	09/10/2014 08/14 City Electric Bill	0.00	535.38
7053841533	08/14 7053841864 NWSW Water Control	09/10/2014 08/14 City Electric Bill	0.00	142.83
7053841533	08/14 7053841131 SW Gale/Derrick Water	09/10/2014 08/14 City Electric Bill	0.00	10.84
7053841533	08/14 7053841171 SWSW Booster Station	09/10/2014 08/14 City Electric Bill	0.00	389.03
7053841533	08/14 7053841518 Chlorine Booster by Cem	09/10/2014 08/14 City Electric Bill	0.00	116.59
7053841533	08/14 7053841676 25034 Palmer Ave	09/10/2014 08/14 City Electric Bill	0.00	51,718.64
7053841533	08/14 7053841235 SP Inside Building	09/10/2014 08/14 City Electric Bill	0.00	6,217.05
7053841533	08/14 7053841778 Sewer Treatment Plant	09/10/2014 08/14 City Electric Bill	0.00	2,071.00
7053841533	08/14 7053841206 Psa Chnt/San Sm Landscap	09/10/2014 08/14 City Electric Bill	0.00	10.89
7053841533	08/14 7053841328 Sewer Lift Station: Phe	09/10/2014 08/14 City Electric Bill	0.00	119.53
7053841533	08/14 7053841367 Sewer Lift Station: Kim	09/10/2014 08/14 City Electric Bill	0.00	29.34
7053841533	08/14 7053841194 Sewer Lift Pump: Echo C	09/10/2014 08/14 City Electric Bill	0.00	250.19
7053841533	08/14 7053841979 City Yard/Sacramento	09/10/2014 08/14 City Electric Bill	0.00	160.95
7053841533	08/14 7053841979 City Yard/Sacramento	09/10/2014 08/14 City Electric Bill	0.00	160.95
7053841533	08/14 7053841979 City Yard/Sacramento	09/10/2014 08/14 City Electric Bill	0.00	160.95
7053841533	08/14 7053841979 City Yard/Sacramento	09/10/2014 08/14 City Electric Bill	0.00	160.94
7053841533	08/14 7053841070 Annex, City Hall	09/10/2014 08/14 City Electric Bill	0.00	142.49
7053841533	08/14 7053841589 Court Holding, City Hal	09/10/2014 08/14 City Electric Bill	0.00	1,197.08
7053841533	08/14 7053841212 171 W Elm Avenue	09/10/2014 08/14 City Electric Bill	0.00	33.82
5120357172	08/14 5120357072 302 Coalinga Plaza	08/31/2014 08/14 City Electric Bill	0.00	48.51
7053841533	08/14 7053841720 374 Coalinga Plaza	09/10/2014 08/14 City Electric Bill	0.00	112.02
7053841533	08/14 7053841588 251 Coalinga Plaza	09/10/2014 08/14 City Electric Bill	0.00	125.87
7053841533	08/14 7053841845 Sewer Lift Station WM	09/10/2014 08/14 City Electric Bill	0.00	62.99
7053841533	08/14 7053841555 TR5451 Warthen Meadows	09/10/2014 08/14 City Electric Bill	0.00	774.50
7053841533	08/14 7053841913 N/S Valley Streetlights	09/10/2014 08/14 City Electric Bill	0.00	52.87

			<u>Void Checks</u>	<u>Check Amount</u>
7053841533	08/14 7053841379 Polk/Forest Streetlight	09/10/2014 08/14 City Electric Bill	0.00	81.37
7053841533	08/14 7053841881 140 Durian Parking Lot	09/10/2014 08/14 City Electric Bill	0.00	32.61
7053841533	08/14 7053841878 Skate Park Lighting	09/10/2014 08/14 City Electric Bill	0.00	15.13
7053841533	08/14 7053841253 Cambridge/Joaquin	09/10/2014 08/14 City Electric Bill	0.00	187.98
7053841533	08/14 7053841505 Cambridge/Elm	09/10/2014 08/14 City Electric Bill	0.00	176.92
7053841533	08/14 7053841397 Cambridge/Hwy 198	09/10/2014 08/14 City Electric Bill	0.00	155.49
7053841533	08/14 7053841442 Forest Landscape	09/10/2014 08/14 City Electric Bill	0.00	10.84
7053841533	08/14 7053841534 Street Light Inventory	09/10/2014 08/14 City Electric Bill	0.00	86.32
7053841533	08/14 7053841535 Street Light Inventory	09/10/2014 08/14 City Electric Bill	0.00	95.26
7053841533	08/14 7053841536 Street Light Inventory	09/10/2014 08/14 City Electric Bill	0.00	86.68
7053841533	08/14 7053841538 Street Light Inventory	09/10/2014 08/14 City Electric Bill	0.00	55.84
7053841533	08/14 3289090333 260 1/2 Cambridge	09/10/2014 08/14 City Electric Bill	0.00	130.55
7053841533	08/14 7053841694 160 W Elm	09/10/2014 08/14 City Electric Bill	0.00	36.34
7053841533	08/14 7053841349 160 W Elm	09/10/2014 08/14 City Electric Bill	0.00	11.06
7053841533	08/14 9713313248 25 1/2 W Polk Traffic	09/10/2014 08/14 City Electric Bill	0.00	10.09
7053841533	08/14 1638874976 25 1/2 W Polk	09/10/2014 08/14 City Electric Bill	0.00	10.03
7053841533	08/14 7053841661 Forest/Fifth	09/10/2014 08/14 City Electric Bill	0.00	6.14
7053841533	08/14 7053841990 160 W Elm	09/10/2014 08/14 City Electric Bill	0.00	24.22
7053841533	08/14 7053841308 Van Ness/Elm	09/10/2014 08/14 City Electric Bill	0.00	29.93
7053841533	08/14 7053841501 410 El Rancho Blvd	09/10/2014 08/14 City Electric Bill	0.00	23.40
7053841533	07/14 7053841273 25034 Palmer Ave	09/10/2014 08/14 City Electric Bill	0.00	788.50
7053841533	04/14 7053841235 SP Inside Building	09/10/2014 08/14 City Electric Bill	0.00	1,016.78
7053841533	05/14 7053841235 SP Inside Building	09/10/2014 08/14 City Electric Bill	0.00	6,947.96
7053841533	06/14 7053841235 SP Inside Building	09/10/2014 08/14 City Electric Bill	0.00	5,719.88
7053841533	07/14 7053841235 SP Inside Building	09/10/2014 08/14 City Electric Bill	0.00	4,145.75
7053841533	04/14 CREDIT 7053841235 SP Inside Bldg	09/10/2014 08/14 City Electric Bill	0.00	-10,068.48
7053841533	06/14 CREDIT 7053841235 SP Inside Bldg	09/10/2014 08/14 City Electric Bill	0.00	-8,931.85
7053841533	07/14 7053841778 Sewer Treatment Plant	09/10/2014 08/14 City Electric Bill	0.00	1,223.24
7053841533	07/14 7053841070 City Hall Annex	09/10/2014 08/14 City Electric Bill	0.00	685.20
7053841533	07/14 9713313248 25 1/2 W Polk Traffic	09/10/2014 08/14 City Electric Bill	0.00	48.39
7053841533	07/14 1638874976 25 1/2 W Polk	09/10/2014 08/14 City Electric Bill	0.00	48.13
7961129133	07/14 CREDIT 7961129534 CCC Utity Bill	09/10/2014 08/14 CCC Electric Bill	0.00	-3,234.24
7053841533	08/14 7053841462 185 W Gale Recycle/Serv	09/10/2014 08/14 City Electric Bill	0.00	420.87
7053841533	08/14 7053841085 Firehouse Horn	09/10/2014 08/14 City Electric Bill	0.00	22.05
7053841533	08/14 7053841272 Firehouse Lights	09/10/2014 08/14 City Electric Bill	0.00	2,429.69
7053841533	08/14 7053841074 Anml Shelter 185 W Gale	09/10/2014 08/14 City Electric Bill	0.00	737.94
7961129133	08/14 CCC Electric Bill	08/19/2014 08/14 CCC Electric Bill	0.00	2,409.14
7053841533	08/14 4893477005 Telecom Bldg.	09/10/2014 08/14 City Electric Bill	0.00	58.20
7961129133	09/14 CCC Electric Bill	09/19/2014 09/14 CCC Electric Bill	0.00	2,336.94
7053841533	08/14 7053841365 Longhollow/Echo (Sandal	09/10/2014 08/14 City Electric Bill	0.00	66.43
7053841533	08/14 4254485005 240 W Elm Bhnd Coldbox	09/10/2014 08/14 City Electric Bill	0.00	50.13
7053841533	08/14 7053841464 Sunset & 5th Ave: Vic D	09/10/2014 08/14 City Electric Bill	0.00	10.84
7053841533	08/14 3924487818 Coolidge & NHachman	09/10/2014 08/14 City Electric Bill	0.00	21.54
7053841533	08/14 7053841921 Next to 735 Sunset Snst	09/10/2014 08/14 City Electric Bill	0.00	21.68
7053841533	08/14 7053841177 300 Coalinga Plaza: Ped	09/10/2014 08/14 City Electric Bill	0.00	10.94
7053841533	08/14 7053841050 Tower Clk 5th & Cedar	09/10/2014 08/14 City Electric Bill	0.00	36.37
7053841533	08/14 1015093005 408 S Fifth/Lynch Pk	09/10/2014 08/14 City Electric Bill	0.00	14.24
7053841533	08/14 7053841771 Large Airport Hangar	09/10/2014 08/14 City Electric Bill	0.00	94.97
7053841533	08/14 7053841516 Police Station/Jail	09/10/2014 08/14 City Electric Bill	0.00	7,128.44
Check Total:				88,339.80
Check No: 48337	Check Date: 09/26/2014			
Vendor: M0086	Metropolitan Planning Group, Inc.			
1724	B34126 Zoning Ordinance Consulting Svcs	09/16/2014 B34126 Zoning Ordinance C	0.00	540.00
Check Total:				540.00
Check No: 48338	Check Date: 09/26/2014			
Vendor: P0075	Professional Print & Mail, Inc.			
76485	08/14 FIN A & B Purchase Orders	08/26/2014 08/14 FIN A & B Purchase	0.00	1,637.80
Check Total:				1,637.80
Check No: 48339	Check Date: 09/26/2014			
Vendor: Q0435	Quad Knopf Inc.			
76530	B34106 06/14 Postage	07/16/2014 B34106 06/14 General Engi	0.00	8.80
76530	B34106 06/14 Postage City Discount	07/16/2014 B34106 06/14 General Engi	0.00	-0.88

			<u>Void Checks</u>	<u>Check Amount</u>
76530	B34106 06/14 FD Plan Review City Discoun	07/16/2014 B34106 06/14 FD Parking L	0.00	-90.00
76530	B34106 06/14 FD Parking Lot Plan Review	07/16/2014 B34106 06/14 FD Parking L	0.00	900.00
76530	B34106 06/14 General Eng City Discount	07/16/2014 B34106 06/14 General Engi	0.00	-20.64
76530	B34106 06/14 General Engineering Svcs	07/16/2014 B34106 06/14 General Engi	0.00	216.67
Check Total:				1,013.95
Check No:	48340	Check Date:	09/26/2014	
Vendor:	R0084	R. J. Berry Jr. Inc		
2	B33865 Forest Ave 3rd to 5th Retention	08/31/2014 B33865 Forest Ave 3rd to	0.00	-18,006.41
2	B33865 Forest Ave 3rd to 5th Bill 2	08/31/2014 B33865 Forest Ave 3rd to	0.00	360,128.25
Check Total:				342,121.84
Check No:	48341	Check Date:	09/26/2014	
Vendor:	S0146	Sasser Specialties		
806	A61478 RPapietro Retirement Plaque	09/16/2014 A61478 RPapietro Retireme	0.00	46.43
Check Total:				46.43
Check No:	48342	Check Date:	09/26/2014	
Vendor:	S0116	Simon Saucedo		
TR9252-MEA	10/01/14-10-03/14 MEALS Perishable	09/25/2014 10/01/14-10-03/14 MEALS P	0.00	45.00
Check Total:				45.00
Check No:	48343	Check Date:	09/26/2014	
Vendor:	S0450	Save Mart Supermarkets		
76	A61604 09/14 PD Prisoner Food	09/04/2014 A61604 09/14 PD Prisoner	0.00	103.64
267	A61604 09/14 PD Prisoner Utensils	09/10/2014 A61604 09/14 PD Prisoner	0.00	16.07
Check Total:				119.71
Check No:	48344	Check Date:	09/26/2014	
Vendor:	S2122	Sierra Chemical Company		
SLS1001269	B33753 09/14 WP Chlorine (L2)	09/05/2014 B33753 09/14 WP Chlorine	0.00	5,645.44
Check Total:				5,645.44
Check No:	48345	Check Date:	09/26/2014	
Vendor:	T0020	TCM Investments		
115304	B33314 09/14 PD MPC3503 Copier Lease	09/01/2014 B33314 09/14 PD MPC3503 C	0.00	303.03
Check Total:				303.03
Check No:	48346	Check Date:	09/26/2014	
Vendor:	T0798	Thomson West		
830270302	A61613 08/14 PD Clear Plus Web Analytics	09/01/2014 A61613 08/14 PD Clear Plu	0.00	247.74
830315793	A61653 09/14 Admin CA Code Forms	09/04/2014 A61653 09/14 Admin CA Cod	0.00	41.40
830315793	A61653 09/14 Council CA Code Forms	09/04/2014 A61653 09/14 Admin CA Cod	0.00	41.39
Check Total:				330.53
Check No:	48347	Check Date:	09/26/2014	
Vendor:	C3628	Central Valley Testing, Inc		
2014-1222	B34128 Forest Ave Curb/Gutter Soil Tests	08/22/2014 B34128 Forest Ave Curb/Gu	0.00	595.00
2014-1402	B34128 Forest Ave Aggregate Base Tests	09/02/2014 B34128 Forest Ave Aggrega	0.00	330.00
Check Total:				925.00
Check No:	48348	Check Date:	09/26/2014	
Vendor:	V0006	Ruben Veliz		
9625150	A61523 09/14 FD Reimb King Fire Fuel	09/21/2014 A61523 09/14 FD Reimb Kin	0.00	98.27
Check Total:				98.27
Check No:	48349	Check Date:	09/26/2014	
Vendor:	W0020	Marc Weber		
C026290	A61339 AMB Refund Due to Overpayment	07/31/2014 A61339 AMB Refund Due to	0.00	185.64
Check Total:				185.64
Check No:	48350	Check Date:	09/26/2014	
Vendor:	W0629	Westlands Water District		
0000023757	FY 14/15 Estimated 1/2 Water Transportat	09/02/2014 FY 14/15 Estimated 1/2 Wa	0.00	133,533.50
Check Total:				133,533.50
Check No:	48351	Check Date:	09/26/2014	
Vendor:	W0520	Westside Supply		
S083114	A61425 08/14 SC Cylinder Rental Fees	08/31/2014 A61425 08/14 SC Cylinder	0.00	16.50
1014	A61425 08/14 SC Shop Supplies	08/01/2014 A61425 08/14 SC Shop Supp	0.00	32.12
1279	A59720 08/14 PW Landscaping Supplies	08/07/2014 A59720 08/14 PW Landscapi	0.00	53.78
1210	A59720 08/14 PW Operating Supplies	08/04/2014 A59720 08/14 PW Operating	0.00	332.95
P083114	A59720 08/14 PW Cylinder Rental Fees	08/31/2014 A59720 08/14 PW Cylinder	0.00	27.50

			<u>Void Checks</u>	<u>Check Amount</u>
1335	A61599 08/14 PD Carbon Dioxide	08/18/2014 A61599 08/14 PD Carbon Di	0.00	62.50
Check Total:				525.35
Check No: 48352	Check Date: 09/26/2014			
Vendor: W1579	Wittman Enterprises, LLC			
140808	B33848 08/14 AMB Billing Contract	09/02/2014 B33848 08/14 AMB Billing	0.00	4,515.00
Check Total:				4,515.00
Check No: 48353	Check Date: 09/26/2014			
Vendor: Z0535	Zee Medical Service Co.			
66577275	A61272 09/14 WP First Aid Kit Supplies	09/05/2014 A61272 09/14 WP First Aid	0.00	155.31
Check Total:				155.31
Date Totals:			0.00	653,564.38
Report Total:			0.00	988,289.60

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

Subject: Monthly Treasurer's Report - September 2014
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Olga Keough, City Treasurer

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
 Fund_Balances_Report_9-30-2014.xlsx	Monthly Treasurer's Report-September 2014

City of Coalinga
Fund Balances
September 30, 2014

Fund #	Fund Name	Beg. Balance 7-1-2014	Revenue	Expenses	End. Balance 9-30-2014	Subtotal for Category
Governmental Activities						
101	General Fund	(868,727)	612,072	(1,950,713)	(2,207,368)	
140	General Capital Projects Fund	2,908,615	1,705	(457,119)	2,453,201	245,833
<i>Transportation Funds:</i>						
107	Gas Tax Fund	441,741	80,222	(90,789)	431,174	
109	Trans. Development Act Fund	73,323			73,323	
110	LTF - Article VIII Fund	254,456			254,456	
125	Measure C - Street Maintenace	313,281	27,643		340,923	
126	Measure C - ADA Compliance	32,759	968	(81)	33,645	
127	Measure C - Flexible Funding	856,437	29,138		885,575	
128	Prop 1B Local Streets & Roads	(8,676)		(1,150)	(9,827)	2,009,269
<i>Police Asset Forfeiture</i>						
103	PD FED Forfeiture Fund	27,573	25,200	(11,353)	41,420	
105	Cops Grant Fund	28,354			28,354	
106	JAG Grant - Police Department	565		(76)	489	
116	PD Forfeiture/Unclaimed Fund	57,747	6,456	(933)	63,270	133,533
<i>Impact Fees</i>						
114	Habitat Conservation Fund	115,425			115,425	
141	Public Building/Facilities	46,585			46,585	
142	Law Inforcement Impact Fees	(178,361)			(178,361)	
143	Fire Protection Impact Fees	(226,129)			(226,129)	
144	Storm Drainage & Flood Control	24,225			24,225	
145	Streets, Bridges Impact Fees	97,346			97,346	(120,910)
<i>Special Revenue Funds</i>						
130	Special Assessment Districts	276,654	123	(176,731)	100,047	
150	Coalinga Public Financing Auth.	1,636,924	970,198	(1,143,475)	1,463,647	
Claremont Custody Center General Operations						
453	Fund	(2,866,422)		(19,115)	(2,885,537)	
506	Transit System	(134,991)	129,199	(65,807)	(71,600)	
851	EDA Community Bldg. Rentals	133,468	16,470	(4,061)	145,877	
802	RDA 2009 Bonds	1			1	
852	EDA Revolving Loan Fund	428,633			428,633	(818,933)

City of Coalinga
Fund Balances
September 30, 2014

Business-Type Activities - Enterprise Funds				
501 Water Enterprise Fund	4,739,785	1,148,908	(984,703)	4,903,990
502 Gas Enterprise Fund	2,737,403	207,275	(174,014)	2,770,664
503 Sewer Enterprise Fund	6,977,172	264,294	(183,629)	7,057,837
504 Sanitation Enterprise Fund	(51,283)	396,854	(149,346)	196,225
651 Ent. Internal Service Fund	(267,259)	50,765	(123,636)	(340,129)
				<u>14,588,586</u>
Trust Funds				
				-
104 Scholarship Fund	50,651			50,651
804 Low/Mod Income Housing Fund	-			-
815 Low/Mod Income Housing Asset Fund	110,377	300	(1,103)	109,575
950 Payroll Trust & Agency Fund	12,221			12,221
820 Redevelopment Obligation Retirement Fund	(5,335,747)	180,648	(1,273,284)	(6,428,383)
				<u>(6,255,937)</u>
Total	\$ 12,444,123	\$ 4,148,438	\$ (6,811,118)	\$ 9,781,444

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

Subject: Community Water Use Update – September 2014
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

The monthly update on water use by the community is attached. For September, the City took delivery of 381 acre-feet bringing the total for Water Year 14/15 to 2,698 acre-feet. City water customers continue to do a great job at water conservation, better than what the Governor has asked for, and during September water consumption was down 22.1% compared to last September. Overall for Water Year 14/15 our water conservation efforts have achieved a 21.1 % reduction.

Harris Feed Lot reduced their use to 14 acre-feet during September, which brings their total use for the Water Year to 276 acre-feet.

Overall, the water supplied by the USBR during Water Year 14/15 has reached 2,974 acre-feet. On October 10, 2014 the USBR issued a letter to the City indicating they were going to provide 842 acre-feet of additional water supply, or a total of 4,100 acre-feet, for Water Year 14/15. With continued conservation efforts, the increased water supply should be sufficient.

II. BACKGROUND:

III. DISCUSSION:

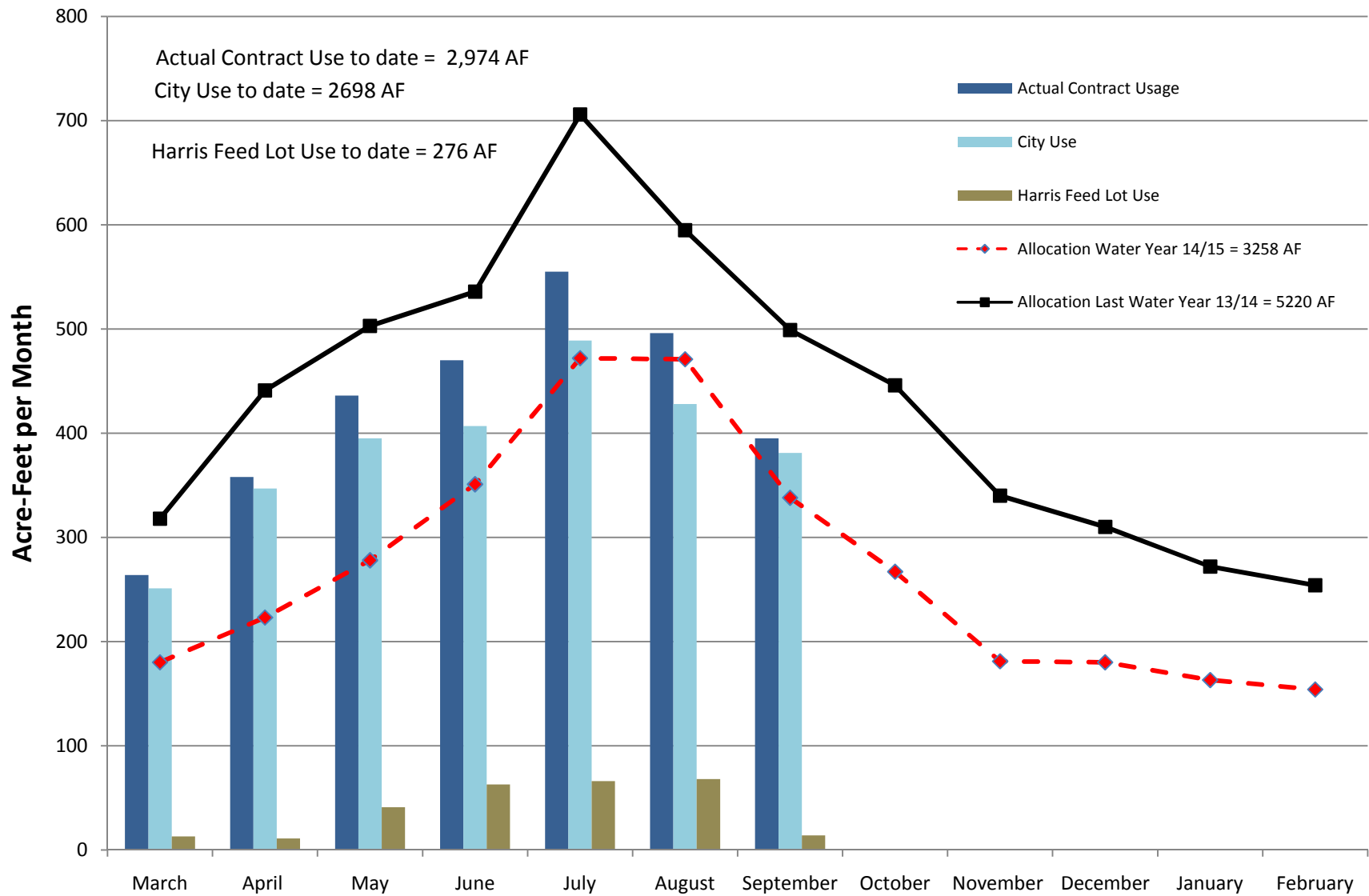
IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
 Chart_of_Water_Allocation_WY1415.pdf	Chart September Water

Coalinga Water Use - Water Year 2014-15



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

Subject: Authorize the City Manager to execute a Professional Services Agreement with Omni-Means Engineering Solutions to provide Design Engineering Services for the Elm and Cambridge Ave Signalization Project (City Project Number CPW14-04)

Meeting Date: November 6, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Sean Brewer, Assistant Community Development Director

I. RECOMMENDATION:

Staff is recommending the Council authorize the City Manager to execute a Professional Services Agreement with Omni-Means Engineering Solutions to provide Design Engineering Services for the Elm and Cambridge Ave Signalization Project (City Project Number CPW14-04).

II. BACKGROUND:

On July 26, 2013 the City submitted an application for the signalization of Elm Ave/SR 198/33 and Cambridge under the Highway Safety Improvement Program (HSIP) administered by the Fresno Council of Governments. The project includes installing new traffic signals at the intersection, lighting, signs, striping, sidewalks, curb and gutter, curb ramps, widen pavement and other safety improvements.

On November 15, 2013 staff was notified by the Department of Transportation that our grant application was accepted and selected for funding in the amount of \$437,000.00. The project estimate at the time was \$485,700.00.

On August 26, 2014 the City received the executed program supplemental agreement as well as the approved finance letter to begin the preliminary engineering phase of the project.

Subsequently, the City issued a request for qualifications (RFQ) to three local engineering firms in accordance within the small purchase clause of the federal guidelines. Staff received three (3) statements of qualifications, reviewed and then selected Omni-Means Engineering Solutions to provide a scope of services and cost estimate to prepare preliminary engineering services for the above project. Omni-Means showed extensive experience in traffic and signalization related projects.

III. DISCUSSION:

Staff has reviewed the scope of services, the cost proposal, and determined that the cost is appropriate based on the level of work to be performed. As you can see in the proposal, there will be no base mapping services as Omni-Means will be able to use the base mapping that will be prepared as part of the Elm Ave Improvement and Utility Under Grounding Project soon to begin.

Staff is recommending authorizing the City Manager to enter in to a professional services agreement with Omni-Means Engineering Solutions in the amount not to exceed \$62,111.00 to design and provide bid and construction engineering support for the above project. Staff will be sending out separate requests for proposals for Construction Management Services.

IV. ALTERNATIVES:

Council can reject the scope of services and direct staff accordingly - staff does not recommend.

V. FISCAL IMPACT:

The project will be funded through the (HSIP) grant program with a 11.47% required match paid by the City which will come from local Measure "C" Flexible Funding. This is a budgeted expense for both FY 14/15 and 15/16. No General Fund dollars will be used for this project.

ATTACHMENTS:

File Name	Description
 OM_Scope_of_Work_and_Cost_Estimate_10-16-2014.pdf	Omni Means Scope of Services

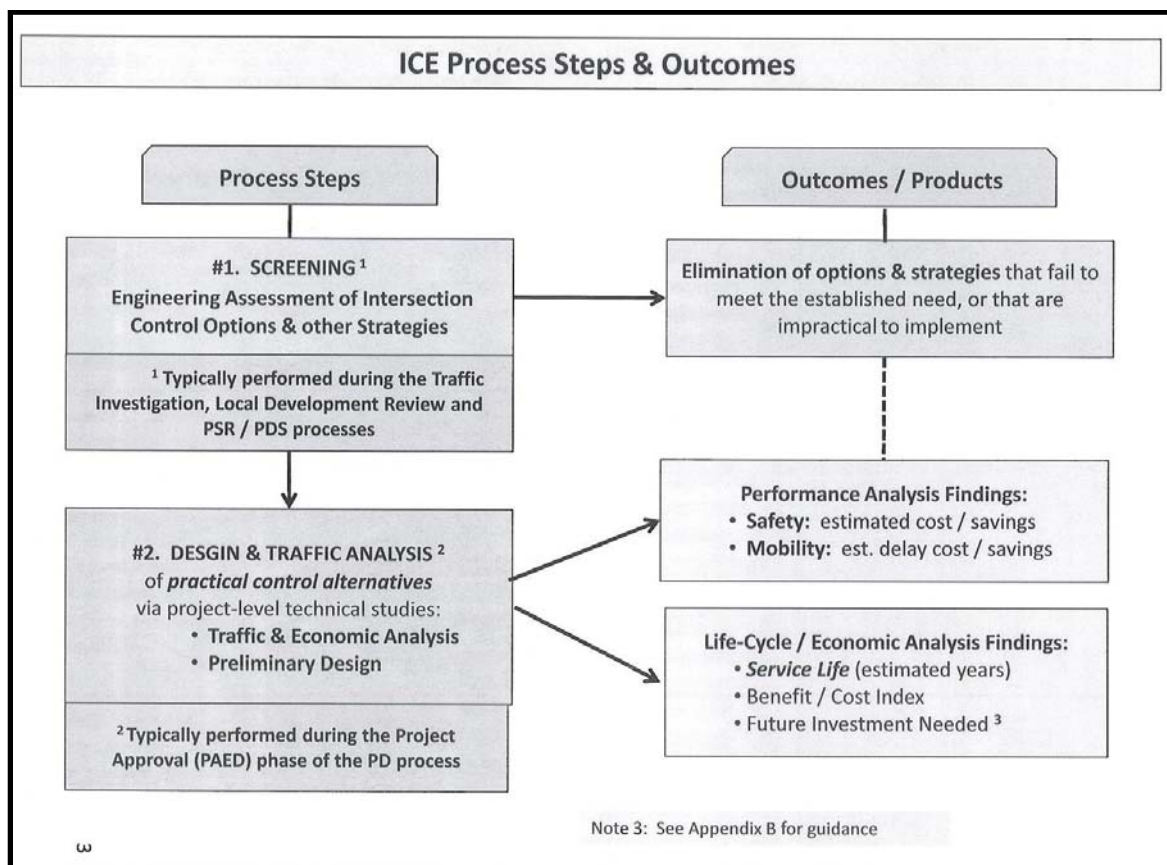
Scope of Services

2014 Cambridge and Elm Signalization Project

City of Coalinga

The City of Coalinga is the recipient of a Cycle 6 Highway Safety Improvement Program (HSIP) grant to design and construct a traffic signal and improvements at the intersection of State Route (S.R.) 33 (Elm Avenue)/Cambridge Avenue in the City of Coalinga. The project is to be authorized for construction by October 2016. Traffic counts and traffic signal warrant analyses that were completed as a part of the grant application process revealed that a traffic signal is currently warranted at the intersection.

Subsequent to the City's receipt of the Cycle 6 HSIP grant, Caltrans adopted Traffic Operations Policy Directive (TOPD) #13-03 (the ICE evaluation process) on August 30, 2013. . The ICE (Intersection Control Evaluation) process currently includes two (2) steps with outcomes /products associated with each step as shown in the following exhibit.



According to Albert Lee, ICE Coordinator with District 6, this project will be subjected to the ICE process to determine that the chosen alternative (i.e., traffic signal) is superior in terms of cost/benefit ratio. The identified alternatives to be considered included the traffic signal and a roundabout alternative. Although Caltrans does not expect a lengthy ICE process that would

Scope of Services - 2014 Cambridge and Elm Signalization Project

affect the project funding, going through the ICE process will still add time to the schedule and additional costs not anticipated by the City.

The following scope of services outlines the tasks necessary to initiate and complete the ICE process and to provide the City with complete plans, specifications, and engineer's estimate for a complete and buildable project.

TASK 1 - PROJECT MANAGEMENT, COORDINATION AND MEETINGS

1.1 General Project Management

Under this task, Omni-Means shall perform the following duties:

- Prepare and maintain master project schedule, and submit project schedule to City at project milestones.
- Supervise, coordinate, and monitor design for conformance with applicable standards and policies.
- Coordinate plan submittals to, and reviews by the City, Caltrans, and utility owners.
- Staff scheduling, and supervision.
- Prepare and submit project invoices on a monthly basis.
- Provide technical support to lead agency.
- Coordination with Caltrans

Work Products: *Document and Plan Submittals, Design Oversight/Quality Control, Monthly Invoices and Project Schedule*

1.2 Project Meetings and Coordination with the City & Caltrans

Omni-Means shall be available throughout the length of this project to coordinate and attend all Project meetings as needed with the City of Coalinga and/or Caltrans. Project meetings will be held at the City's offices, Caltrans offices, or at the project site. For budget purposes, up to three (3) project meetings have been budgeted for by Omni-Means under this task. Omni-Means will be responsible for scheduling project meetings, developing/distributing the meeting agendas, and keeping the meeting minute summaries.

It is anticipated that meetings would occur at the following stages:

- Project kick-off meeting
- One plan check meeting (60-percent design stage)
- One additional meeting at the City's discretion

Work Products: *Scheduling of, attendance at, and preparation of agendas and minutes for, up to three (3) project meetings.*

TASK 2: Surveying & Mapping (Separate Contract)

2.1 Data Collection

Under this task, Omni-Means will obtain, from the City, background information pertaining to the project including, but not limited to, record drawings, record maps, aerial photographs,

Scope of Services - 2014 Cambridge and Elm Signalization Project

preliminary title reports, and GIS data. This information will be reviewed, and used as necessary during the mapping and design phases of the project.

2.2 Survey Project Control

Omni-Means will establish a survey control base for the Project in State Plane Coordinates (NAD 83, Zone IV). Existing monuments (section corners, property corners, and other control monuments) found at the Project site will be used to establish the Horizontal Project Control. The vertical datum will be established using the City Benchmark System.

2.3 Topographic Survey

Omni-Means will perform a topographic survey of the Project area. All visible existing utilities (irrigation, water, gas, electric, telephone, fiber optic, cable TV, sewer, storm drain manholes and storm drain culverts) will be located. The topographic survey will include cross sections at 50' maximum intervals, and would extend 500' from the intersection. General cross section topography would include one pavement shot at the crown of roadway, lip of gutter, gutter flow line, and top back of curb. Additional topographic detail will be obtained at conform locations, curb ramp locations, driveway locations, improved property frontages, and critical design locations. The topographic survey will include elevations and locations of all surface features, including but not limited to, visible utility facilities (utility poles, manholes, valves, drain inlets, street lights, vaults, pull boxes, etc.), curbs, gutters, sidewalks, mailboxes, tops and toes of slopes, pavements, driveways, fences, headwalls, trees, signs, pavement markings and stripes and other items identified. It is assumed that the City will provide any required property owner notifications.

2.4 Establish Right-of-Way/Property Lines

Pertinent City right-of-way and adjacent property sidelines intersecting the right-of-ways will be analyzed and resolved utilizing Assessors Parcel maps, title reports, and survey record maps. No field ties (boundary survey) of property lines will be performed.

2.5 Prepare Base Map

Omni-Means will create the initial project base map to include the field topographic survey data, surveyed utility facilities, and resolved property lines, right of way lines, and easement lines. Omni-Means will update the base map as additional information becomes available, such as utility atlas maps, field verifications, etc.

TASK 3: PRELIMINARY DESIGN

3.1 Draft Intersection Control Evaluation (ICE) Document

Based upon initial correspondence with the Caltrans District 6 ICE coordinator, the project will be subject to the ICE process. The two alternatives that would be considered as a part of the ICE process include a traffic signal and a roundabout. The level of detail and required analysis for the draft ICE document will be established based upon discussions with the District 6 Caltrans ICE coordinator, but at a minimum would include the following:

- **Traffic Analysis**
- **Safety Assessment**
- **Preliminary Design (project footprints)**
- **Preliminary Cost Estimates**

Scope of Services - 2014 Cambridge and Elm Signalization Project

- **Economic Analysis (Benefit/Cost)**

Work Products: Draft ICE Document & Initial Recommendations.

3.2 Final ICE Document

Under this task, Omni-Means will address any comments from the City and Caltrans and incorporate into the Final ICE document. The Final ICE document will be submitted to the City, and to Caltrans for approval.

Work Products: Final ICE Document & Recommendations.

3.3 Prepare Preliminary Plans (60% Complete)

Using the base plan prepared in Task 2 and the results of the ICE document, Omni-Means will prepare the conceptual traffic signal and civil improvement design plans. These plans will include design, layout, and location of the following items:

- Phase Diagram
- Controller and Service Cabinets
- Signal Standards
- Vehicle Heads
- Pedestrian Heads
- Pedestrian Push Buttons
- Intersection Safety Lighting
- Equipment Schedule
- Pull Boxes
- Hand Holes
- Loop Detectors
- Emergency Vehicle Pre Emption
- Notes and Legend
- Signing and Striping Plans
- Curb ramp plans and details

All design shall be in compliance with City Standard Drawings, State Standard Specifications, current ADA Standards and applicable Caltrans Standard Plans. The preliminary plans will contain clear dimensioning of all component locations (i.e. controller, signal standards, detectors, curb returns, curb ramps, etc.) referenced to the established horizontal and vertical project control.

Work Products: 60-percent plans.

3.4 Draft Technical Specifications

Under this task, Omni-Means will prepare the draft technical specifications and special provisions corresponding to the appropriate sections of the "State of California Department of Transportation Standard Specifications" for all work to be performed as a part of the contract. Omni-Means will complete the bid book, notice to bidders and special provisions. Special Provisions will be prepared using the Caltrans 2010 SSPs.

Work Products: Draft bid book, notice to bidders and special provisions.

Scope of Services - 2014 Cambridge and Elm Signalization Project

3.5 Draft Engineer's Estimate of Probable Construction Cost

Under this task, Omni-Means will prepare a draft engineer's estimate of probable construction cost (this estimate will include a 20% contingency).

Work Products: *Draft Engineer's estimate.*

3.6 60% PS&E Submittal

This task includes plotting, printing, and reproduction of the 60% plans, technical specifications, and cost estimate for submittal to the City for review and comment. This task also includes preparation of all letters of transmittal to the City and utility agencies, and plan submittals to all utility agencies as well. The 60% submittal will include the following number of plans and reports:

City of Coalinga:

- Draft Caltrans Encroachment Permit Application
- 2 sets full size (24"x36") plans
- 1 copy draft technical specifications
- 1 copy draft engineer's estimate
- Flash drive with electronic files of plans, technical specifications, and estimate

Caltrans:

- Draft Caltrans Encroachment Permit Application
- 6 sets full size (24"x36") plans
- 1 copy draft technical specifications
- 1 copy draft engineer's estimate

Utility Owners:

- 1 set full size (24"x36") plans
- 1 set reduced size (11"x17") plans

Work Products: *60-percent submittal packages/deliverables.*

TASK 4: UTILITY COORDINATION

4.1 Initial Utility Requests & Mapping

At the outset of the project, Omni-Means will complete the following utility coordination related coordination items:

- Prepare/obtain a list of all utility owners know to have facilities within the area;
- Establish a point of contact for each utility owner;
- Prepare master spreadsheet to track utility requests, submittals, deliverables, etc;
- Prepare initial letters requesting facilities maps from each utility owner;
- Verify that provided utility plats are consistent with project base mapping;
- Update base mapping as required.

Scope of Services - 2014 Cambridge and Elm Signalization Project

Work Products: *Utility contacts, plat requests, base map verification.*

4.2 Establish Service Point Location from PG&E

Under this task, Omni-Means will prepare a letter requesting a service point for the traffic signal and safety lighting. The request will be submitted to the PG&E point of contact for processing. Once a service point has been identified, the placement of the traffic signal service pedestal, and controller cabinet can be determined. It is anticipated that the service point request will be sent along with the 60-percent submittal package to PG&E.

4.3 Relocation Plan Coordination

Under this task, Omni-Means will update the base map based upon any feedback/comments received from each of the utility owners on the 60-percent submittal. If utility owners do not formally respond to the 60-percent submittal, Omni-Means will attempt to contact those whom did not respond to verify all of their facilities are shown correctly. If contact is unsuccessful Omni-Means will document attempts to make contract, and proceed with the design.

Any identified utilities that are in conflict with the proposed improvements will be noted on the 60-percent plans. For any utilities that are determined and confirmed to be in conflict with the proposed improvements, Omni-Means shall provide ongoing coordination to satisfy the following:

- Assist utility owners with their plans for relocation;
- Incorporate utility owner relocation plans into project plans as required;
- Meet with utility owners as needed to discuss relocation alternatives, process, schedule, cost, etc.

Work Products: *Final verifications, relocation plan assistance; utility coordination meetings.*

TASK 5: FINAL DESIGN AND CONTRACT DOCUMENTS

5.1 Pick up 60% Comments and Prepare 95% PS&E

Under this task, Omni-Means will pick-up the City's and Caltrans' comments on the 60% PS&E submittal, incorporate revisions into the 95% PS&E, and prepare a written response to comments in table format. Comments obtained on the preliminary plans will be incorporated into the plan set as required. In addition, the following traffic signal and civil design components will be added to the preliminary plans:

- Traffic Signal Service Point (verified through coordination with PG&E)
- Conduits
- Conductors
- Conductor Schedule
- Construction Details

The technical specifications and engineer's estimate will be updated in accordance with the 100% plans, and comments received from the City.

Work Products: *95-percent PS&E and formal response to comments.*

Scope of Services - 2014 Cambridge and Elm Signalization Project

5.2 95% PS&E Submittal

This task includes final plotting, transmittal letters, reproduction, copying, preparation, and packaging, and mailing of the 95% PS&E submittal package to the City, Caltrans, and utility owners for final review and comment. The following number of reports and plan sets shall be provided as part of the 95% PS&E submittal:

City of Coalinga:

- Draft Final Caltrans Encroachment Permit Application
- 2 sets full size (24"x36") plans
- 1 copy draft technical specifications
- 1 copy draft engineer's estimate
- Flash drive with electronic files of plans, technical specifications, and estimate

Caltrans:

- Draft Final Caltrans Encroachment Permit Application
- 6 sets full size (24"x36") plans
- 1 copy draft technical specifications
- 1 copy draft engineer's estimate

Utility Owners:

- 1 set full size (24"x36") plans
- 1 set reduced size (11"x17") plans

An unlimited number of PDF and CAD files will be submitted upon request. The City's and Caltrans' redlined plans/comments on the 60% submittal will also be provided upon request.

Work Products: 95-percent submittal packages/deliverables.

5.3 Final PS&E Contract Documents

Under this task, Omni-Means will incorporate and/or address in writing any final comments received from the City and Caltrans on the 95% submittal. This task includes final plotting and compilation of the bid documents and preparation of the Resident Engineers File. Omni-Means will provide the City of Coalinga with one (1) set of full size (24"x36") plans on Mylar or vellum, one (1) set of final special provisions and an engineers estimate signed by the Engineer in responsible charge. Final plans will also be provided to the City electronically in CAD format. Final PS&E will include all of the information required for Public Bid and construction of a complete and thorough project.

Work Products: Submit Final Contract Documents to City for advertisement of bids.

TASK 6: BID AND CONSTRUCTION SUPPORT SERVICES

6.1 Bid Advertisement.

Omni-Means will lead the bid process for the City by providing the services noted below;

Scope of Services - 2014 Cambridge and Elm Signalization Project

- Provide public notice to advertise for project bids. Two separate notices one week apart will be provided. It is assumed the project will be advertised in the Fresno Bee, and the City will pay for the advertisement costs.
- Omni-Means will provide electronic copies of the contract documents to the local builders exchanges (Central Valley Builder's Exchange; Tulare and Kings Counties Builder's Exchange).
- Omni-Means will maintain hard copy bid sets of the contract documents for purchase at our Visalia, CA office. Omni-Means will charge a fee for the bid sets based upon actual reproduction costs.
- Omni-Means will maintain a complete plan holder's list for the project.
- Provide responses to questions submitted during the bidding period. Questions/responses will be faxed and emailed to all plan holders as necessary. New plan holders will be provided hard copies of the questions/responses.
- Attendance and participation at the pre-bid meeting (if pre-bid meeting is needed).
- Prepare and issue any addendums and/or clarifications during the bid period.
- Omni-Means will attend and lead the bid opening, review the apparent low bid for completeness/responsiveness, and prepare the bid summary.
- Make final recommendation to City staff to award project.

Work Products: *Advertise, bid, and make recommendation for award of the project.*

6.2 Design Support During Construction.

Following recommendation for award of the project, and subsequent award of the project, it will be the responsibility of the construction management team to facilitate execution of the contract, and securing all required contractor submittals.

Omni-Means will support the City's construction management team during the construction phase as noted below;

- Review and approve submittals at the request of the Resident Engineer;
- Assist with response to RFI's. (Up to 5)
- Assist with construction change orders. (Up to 3)
- Attend site visits as requested. (Up to 3)

Work Products: *Provide design support during construction as noted.*



Fee Proposal for
Professional Design Services for the
2014 Elm/Cambridge Signalization Project

Fee Proposal
10/16/2014

Task	Task Description	Staff Class	Weiland PIC (PM4)	Miller QC (PM3)	Winton PM (PM2)	Penman Engr 3	Schmal Engr 2	Cosseboom Engr 1	Razaq Engr 1	Morris Tech 3	Howard Svty PLS	Bohannon Svty Tech	Ferguson Tech 1	Purchases & Direct Costs	Total Hours	Task Sub-Total	Task Total
1	Project Management, Coordination and Meetings																
1.1	General Project Management		1		8										9	\$1,534	
1.2	Project Meetings and Coordination with the City & Caltrans				12		8							\$550	20	\$3,578	
2	Surveying and Mapping (contracted separately)																
2.1	Data Collection														0	\$0	
2.2	Survey Project Control														0	\$0	
2.3	Topography Survey														0	\$0	
2.4	Establish Right of Way/Property Lines														0	\$0	
2.5	Prepare Base Map														0	\$0	
3	Preliminary Design																
3.1	Draft Intersection Control Evaluation (ICE) Document		1	1	2		8	40					8		60	\$6,292	
3.2	Final ICE Document			1	1		6	8					8		23	\$2,327	
3.3	Prepare Preliminary Plans (60-percent complete)			1	2	16			24	24			24		91	\$9,342	
3.4	Draft Technical Specifications				1		16						16		33	\$3,415	
3.5	Draft Engineer's Estimate of Probable Construction Cost				1	4			8						13	\$1,551	
3.6	60-percent PS&E Submittal				1				6				8	\$880	15	\$2,235	
4	Utility Coordination																
4.1	Initial Utility Requests and Mapping				1		4		12				4		21	\$2,155	
4.2	Establish Service Point Location from PG&E				1		4						4		9	\$979	
4.3	Relocation Plan Coordination				1		8		8						17	\$1,975	
5	Final Design and Contract Documents																
5.1	Pick up 60% Comments and Prepare 95% PS&E			1	2	16			16				8		59	\$6,598	
5.2	95% PS&E Submittal				1				6				8	\$880	15	\$2,235	
5.3	Final PS&E Contract Documents			1	1	8			8	8				\$880	26	\$3,967	
6	Bid and Construction Support Services																
6.1	Bid Advertisement				4	4	28		12				4		52	\$6,328	
6.2	Design Support During Construction				8	4	32		16						60	\$7,600	
	Subtotal	Hours	2	4	47	52	114	48	116	48			92		523		
		Dollars	\$396	\$704	\$7,849	\$7,800	\$14,592	\$4,752	\$11,368	\$4,560			\$6,900	\$3,190		\$62,111	\$62,111

Assumptions:

- 1) Budget estimate does include right of way support or acquisition.
- 2) Budget estimate assumes a traffic signal would be the favorable alternative of the ICE document.
- 3) Budget estimate assumes City would prepare required Federal authorizations & certifications with support from Omni Means.

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

Subject: Purchase of (1) 2015 Tymco Model 600 Diesel Street Sweeper Project No. CMLNI 5146(013)
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Sean Brewer, Assistant Community Development Director

I. RECOMMENDATION:

Staff is requesting that the City Council issue a purchase order in the amount of \$237,863.00 to GCS Environmental Equipment Services Inc., 121 East Street Woodland, CA 95776 for the purchase of new Street Sweeper.

II. BACKGROUND:

The Tymco Sweeper in service is a 2003 model and has been in service since 2004. It is no longer efficient and/or meets the required air emissions for the state of California. The City of Coalinga applied for and was awarded Federal funding under the Congestion Mitigation Air Quality Improvement Program (CMAQ) to purchase a new 2015 Tymco Diesel Street Sweeper. In August 2013, the Coalinga City Council directed staff to proceed with the authorization process through Caltrans for the purchase of one (1) Tymco Model 600 Diesel Street Sweeper. This Street Sweeper does meet the current air emission requirements for the diesel engine and the street sweeping mechanism.

III. DISCUSSION:

On September 17, 2014 the City published Notices Inviting Bids to provide prices for (1) 2015 Tymco Model 600 Diesel Street Sweeper per City specifications. The bid and notice were advertised in the Hanford Sentinel. Three bids were received and publicly opened on October 8, 2014, per Attachment A. Bids were evaluated based on price, compliance with City specifications, and ability to meet minimum qualifications. One bidder did not meet minimum qualifications and was disqualified. Based upon the above criteria GCS Environmental Equipment Services Inc., is recommended as the best bidder to provide the desired equipment.

IV. ALTERNATIVES:

The alternative to this Council action would be to reject all bids. If all bids are rejected, the City would have to re-advertise or cancel the project. Staff believes that re-advertising the project will not result in lower bids.

V. FISCAL IMPACT:

The total project cost including Engineering Fees and Funding Administration is \$251,473.00.

GCS Environmental Equipment Services Inc. \$237,863.00
Tri City Engineering – Specifications, advertisement \$ 9,750.00
Tri City Engineering – Federal Compliance \$ 3,860.00

\$251,473.00

The project is funded by Congestion Mitigation Air Quality Improvement Program (CMAQ). There will be no fiscal impact to the General Fund.

ATTACHMENTS:

	File Name	Description
	2432_Bid_Results.pdf	Bid Results



Bid Results
City of Coalinga
2015 Tymco Diesel Street Sweeper
Project No. CMLNI 5146(013)

Bid Date: October 8, 2014
2:00 PM, TCE Office

	Bidder	Base Bid
1	Haaker Equipment - Elgin Manufacturer (disqualified)	\$230,955.00
2	GCS Environmental Equipment Services - Tymco 600	\$237,863.00
3	Mar-Co Equipment - Tymco 600	\$247,291.96

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

Subject: Notice of Completion for the Forest Phase 2 Reconstruction Project
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Sean Brewer, Assistant Community Development Director

I. RECOMMENDATION:

Accept work completed by R.J. Berry, Inc., for Phase 2 of the Forest Reconstruction Project and authorize the City Manager to file the Notice of Completion (attached).

II. BACKGROUND:

On June 12, 2014 a construction contract was awarded to R.J. Berry, Inc. The project consisted of the construction of but not limited to the demolition of existing improvements, tree removal, saw cutting, wedge grind, installation of curb and gutter, curb, sidewalk, curb ramps, drive approaches, A.C. Pavement, aggregate base, drain boxes, sidewalk drains, storm drain manholes, storm drain inlets, storm drain main, LED street lights, electrical conduit, electrical wire, pull boxes, irrigation items, traffic stripping, traffic signage, existing lid adjustment, and construction surveying.

III. DISCUSSION:

The work was inspected on October 13, 2014 and found to be satisfactory and complete. The total construction contract amount was \$761,573.95 and the project was completed approximately 11 working days early. There was one change order in the amount of \$5,400.00 as a result of PG&E changing the point of connection for the street light service after the bid had been awarded. Once the project has been closed out and retention has been paid, staff will provide Council and final financial report. The project is expected to close out on or below budget.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name	Description
 Notice_of_Completion_Forest_Phase_2[1]_-_Council_Draft.pdf	Notice of Completion

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

WHEN RECORDED MAIL TO:
City of Coalinga
155 W. Durian Street
Coalinga, CA 93210

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

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

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

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

Names:

Addresses:

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

Names:

Addresses:

7. All work of improvement on the property hereinafter described was COMPLETED October 13, 2014

8. The work of improvement completed is described as follows: Demolition of existing improvements, tree removal, saw cutting, wedge grind, installation of curb and gutter, curb, sidewalk, curb ramps, drive approaches, A.C. Pavement, aggregate base, drain boxes, sidewalk drains, storm drain manholes, storm drain inlets, storm drain main, LED street lights, electrical conduit, electrical wire, pull boxes, irrigation items, traffic stripping, traffic signage, existing lid adjustment, and construction surveying.

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is R.J. Berry, Inc.

10. The street address of said property is Forest Ave from 3rd Street to 5th Street

11. The property on which said work of improvement was completed is in the City of Coalinga

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

Forest Street Reconstruction Phase 2

Date: _____

Signature of Owner
Or Agent of Owner

Rene A. Ramirez

Verification for INDIVIDUAL owner:

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

Date and Place

Rene A. Ramirez

Verification for NON-INDIVIDUAL owner City of Coalinga:

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

Date and Place

Rene A. Ramirez

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

Subject: Authorize the City Manager to execute a task order to prepare base mapping related to the Elm Ave Improvement and Underground Utility Project

Meeting Date: November 6, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Sean Brewer, Assistant Community Development Director

I. RECOMMENDATION:

Approve a task order, prepared by the City Engineer in the amount of \$15,000.00, to prepare the required base mapping and preliminary topographic survey work for the Elm Ave Improvement Project with Utility Undergrounding (Rule 20A).

II. BACKGROUND:

Each year PG&E and other utilities relocate underground approximately 30 miles of overhead electricity and other utility facilities, within their service area. This work is done under provisions of the company's Rule 20A, an electric tariff filed with the California Public Utilities Commission. Projects performed under Rule 20A are nominated by a city, county or municipal agency and discussed with Pacific Gas and Electric Company, as well as other utilities. The costs for undergrounding under Rule 20A are recovered through electric rates collected over time.

In 2010 the City of Coalinga, in cooperation with PG&E, established an underground utility district (attached) to bury the overhead lines located along Elm Avenue from 130 feet south of Cherry Lane to Los Gatos Creek Bridge, a distance of about 1,980 linear feet. Included in this project were various improvements along Elm Avenue. Most all of the costs associated with the undergrounding of the overhead utilities within the street right-of-ways will be paid by the utility companies. However, there is expected to be some costs to the City related to the proposed improvements along Elm Avenue which will include curb and gutter, sidewalk, curb ramps, drive approaches, lighting, signage, and landscaping. The entire project budget will be determined at a future date once PG&E and the other utilities have prepared their preliminary plans and a cost share analysis has been finalized.

III. DISCUSSION:

There are several steps related to implementing a Rule 20A project and staff has been working with PG&E and the other utilities over the course of the last three years to understand the roles and responsibilities of all the parties involved. In July of 2014 staff walked the district with PG&E and discussed the details of the project, expectations and options the City has to implement this project. PG&E stated that in order to begin the preliminary phase of design, the City will need to provide PG&E with an electronic base map which includes the district boundary, roads, streets, future road improvements, sidewalks, property lines, building footprints, existing utilities, easements, known obstacles, aerial mapping, topographic mapping, public utility easements, etc.

The expense to prepare this specific work is non-reimbursable through the Rule 20A program but is necessary to get the project underway and into the design phase in order to get the utilities under ground as well as provide a base for the design of the improvements along Elm Ave as mentioned above. Once the base mapping has been submitted to PG&E the City can anticipate possible construction activities to be begin within 2-3 years.

Therefore, staff has attached a copy of a proposal from the City Engineer for base mapping services in order to allow the City to move forward with this project.

IV. ALTERNATIVES:

- Do not authorize the City Manager to execute a task order and direct staff accordingly. This task must be completed by the City for this project to move forward.

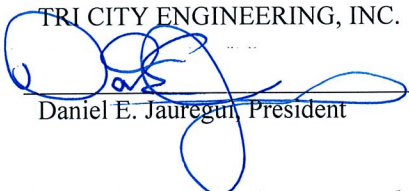
V. FISCAL IMPACT:

The cost to prepare the initial base mapping is \$15,000.00 and the funding is expected to come from the Gas Tax Fund. This is an appropriate expense for the particular funds as Gas Tax funding must be exclusively used for street related activities. There will be no general fund dollars used for this project.

ATTACHMENTS:

File Name	Description
 2008_PG_E_Base_Map_Topo_Proposal.pdf	City Engineer Task Order for Topo
 CR_Robles_Survey_Proposal.pdf	CR Robles Survey Sub-Consultant Proposal
 2008_PGE_TOPO_BOUNDARY_EXHIBIT_R1_072314.pdf	Elm Ave Improvement -RULE 20A Project Boundary

PROPOSAL

From:		 4630 West Jennifer Avenue, Suite 101 Fresno, California 93722-6415 Tel: 559.447.9075 Fax: 559.447.9074 Email: Info@TriCityEngineering.com www.TriCityEngineering.com		Proposal No. 2008 Sheet No. 1 of 2 Date October 17, 2014	
Proposal Submitted To:			Work To Be Performed At:		
Name	City of Coalinga	Street	Elm Avenue		
Street	155 Durian Avenue	City	Coalinga	State	CA
City, State	Coalinga	Zip	93210	Start Date	As Required
Tel No.	559 935-1533	Property Description	Elm Avenue From Truman to Cambridge		
Fax No.			PG&E Topographic Survey Base Map		
Cell No.					
We hereby propose to:					
Provide Land Surveying Services for the subject project as outline on attached Exhibit A.					
Proposal Amount: \$15,000.00					
With payments to be made as follows: Net 30 days upon completion					
Note: This proposal excludes: Property Survey, Setting of Property Corners, Record of Survey Map, title company/agency fees					
Any alteration involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.					
If this proposal is acceptable, a Professional Services Agreement will be forwarded for execution.					
Respectfully submitted:					
		 TRI CITY ENGINEERING, INC. Daniel E. Jauregui, President		10/17/14 Date	
Note: This proposal may be withdrawn by us if not accepted within 30 days.					
<u>ACCEPTANCE OF PROPOSAL</u>					
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.					
Accepted		Signature			
	Print Name(s)				
Date		Signature			



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

Exhibit "A"

Consultant proposes to provide Land Surveying Services to prepare a Topographic Survey Base Map as required for PG&E R20A ELECTRONIC BASE-MAP memo dated 10-24-13 for City of Coalinga Underground Utility District No. 5 along Elm Avenue from Truman to Cambridge as shown on attached Exhibit B and outlined as follows:

1. Provide through local Land Surveyor Sub-consultant services: preparation of a 1"=40' scaled Aerial Mapping map. The plan only mapping to consist of existing road improvements, building footprints and other structures. Provide existing street right-of-way locations, calculate property boundaries based on recorded grant deeds, field survey to locate existing above and below ground utilities and other structures not provided by the aerial plan sheets, assist TCE staff with locating existing easements, all as described on sub-consultant proposal from C.H Robles & Associates, In. dated July 24, 2014 and incorporated herein by reference. \$11,500.00
2. Prepare a Topographic Survey Base Map as required for PG&E R20A ELECTRONIC BASE-MAP memo dated 10-24-13: utilizing aerial mapping map provided by sub-consultant, includes; drafting of existing street right-of-ways, property boundaries, above and below ground utilities and structures, plot existing easements. Project coordination and management with PG&E and City Staff \$3,500.00

Proposal Amount: \$15,000.00

Project excludes:

Property Survey, setting of property corners, record of survey map preparation, title company fees, and county/agency fees.

EXHIBIT B



PROPOSAL

From: C.H. Robles & Associates, Inc. 390 Coalinga Plaza Coalinga, CA 93210 (559) 935-6051 Fax (559) 935-8906		Proposal No. 749 Page No. 1 OF 3 Date 7-24-2014	
Proposal Submitted To:		Work To Be Performed At:	
Name	TRICITY ENGINEERING	Street	ELM AVENUE
Street	4630 W. JENNIFER AVE., #101	City	COALINGA State CA
City, State	FRESNO, CA Zip 93721	Start Date	TBD
Tel No.	559.447.9075	Property Description	SEE EXHIBIT "B"
Fax No.	559.447.9074		
<i>We hereby propose to:</i> See Exhibit "A of Page 2"			
Proposal Amount: \$11,500.00 <i>With payments to be made as follows:</i> <i>Net 30 days upon completion</i> Note: <i>This proposal excludes any city, county or title company fees</i>			
Any alteration involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. If this proposal is acceptable, a Professional Services Agreement will be forwarded for execution. Respectfully submitted: C.H. Robles & Associates, Inc.  Cris H. Robles, President State License No. LS 5503, Expires 9/30/14  _____ Date			
Note: <i>This proposal may be withdrawn by us if not accepted within 30 days.</i>			
<u>ACCEPTANCE OF PROPOSAL</u>			
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.			
Accepted	_____ Print Name(s)	Signature	_____
Date	_____	Signature	_____

C.H. Robles & Associates, Inc.

390 Coalinga Plaza
Coalinga, CA 93210
(559) 935-6051
Fax: (559) 935-8906

Exhibit "A"

Project: Coalinga-Elm Ave. PG&E Rule 20 Undergrounding

Date: 7-24-2014

Page 2

PROJECT LIMITS:

See Exhibit "B"

PROJECT SCOPE:

- Provide aerial mapping to be scaled at 1"=40'. The maps to be delivered in an AutoCad (.dwg) format. The plan only mapping to consist of existing road improvements (sidewalks, curb & gutter, poles, etc.), building footprints and other structures.
- Provide existing street right of way locations.
- Calculate property boundaries based on recorded Grant Deeds.
- Field survey to locate existing above and below ground utilities and other structures not provided by the aerial plan sheets.
- Assist TriCity staff on locating existing easements.

PROJECT DELIVERABLES:

- Aerial plan maps to be delivered in an AutoCad (.dwg) format.
- Field survey, street right of way and parcel boundaries to be delivered in a point list (.txt) format.

Professional Fee Proposal.....\$11,500.00

EXHIBIT B





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

Subject: Authorization for City Manager to Sign and Submit Local Transportation Development Funds for Fiscal Year 2014-15.
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to sign and submit the Transportation Funding Claim to the Council of Fresno County Governments (COG) to facilitate the collection of City's share of the Local Transportation Development Act and State Transit Assistance Funds (Articles 3 & 8, and Transit monies) for the FY 14/15.

II. BACKGROUND:

The COG has determined the apportionment of Local Transportation Funds and State Transit Assistance Funds for the FY 14/15.

To facilitate distribution of the funds allocated to the City of Coalinga, a Transportation Funding Claim form (see attachment) must be submitted to the COG. Last year the Council, with the COG's assistance adopted a "continuing resolution" so that the action by the Council tonight only requires authorization for the City Manager to sign and submit the Claim Form documents attached. These funds are used for transit operations and street maintenance. The following is a breakdown of this year's claim.

FY 14/15

Bicycle & Pedestrian (Art. 3)	\$10,215.00
Regional Transportation Planning	\$14,265.00
Streets & Roads (Art. 8.A)	\$311,841.00
FCRTA (Transit Operations)	\$84,402.00
Consolidated Transp. Serv. Agency (CTSA)	\$25,741.00
County MOU Pleasant Valley 11/12	<u>\$144,894.00</u>
	\$591,358.00

III. DISCUSSION:

Of the \$591,358 attributable to the City, \$14,265 will go to for Regional Transportation Planning or COG, \$84,402 to the Fresno County Rural Transportation Agency, and \$25,741 for the Consolidated Transportation Service Agency. To the City, by submitting this Claim Form the City will receive \$311,841 in Article 8 dollars for use on streets and \$10,215 in Article 3 dollars for bicycle and pedestrian projects during FY 14/15.

A previously signed Memorandum of Understanding (MOU) with Fresno County on March 25, 2008 regarding Tax Sharing Agreement requires the City remit a portion of the transportation revenues to the County. Under Article IX section 9.2B, with the annexation of the non-contiguous Pleasant Valley State

Prison and Mental Health Treatment Facility, this specific impact led to an increase in City share of certain population based revenues such as the Transportation Development Act Funds (TDA), and Measure C Program Funds. The MOU allows the City to remit to the County of Fresno their apportionment share of TDA and Measure C funds to be claimed out of the City of Coalinga TDA revenues. Based on population data received from the State Department of Finance, the calculation for FY 14/15 shows the City needs to reimburse the County \$144,894 for Measure C and TDA funds.

IV. ALTERNATIVES:

None recommended by staff.

V. FISCAL IMPACT:

There is \$591,358 in Local Transportation and State Transit Assistance revenues designated for Coalinga in FY 14/15, of which \$322,056 will come directly to the City for use.

ATTACHMENTS:

	File Name	Description
📎	TDA_FY1415.pdf	TDA Claim Forms

Enter Date: 11/6/2014

Claimant Name: City of Coalinga

TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2014/15

Instructions: Please note that each page of this claim is a separate worksheet, please click through all tabs and complete. Also note that light yellow fields require an entry if applicable, light grey fields contain formulas that will automatically calculate based on corresponding entries. A date and claimant name field is at the top of the first page, and automatically repeats on following pages, (date should be formatted 00/00/0000)

When completed, please print, sign and send signed original via mail to:

Les Beshears, Director of Finance, Council of Fresno County Governments, 2035 Tulare Street, Suite 201,

From: Applicant:	City of Coalinga
Address:	155 W. Durian Avenue
City/State/Zip:	City of Coalinga
Contact Phone/email:	559-935-1533 ext. 125 / mjimenez@coalinga.com

This applicant is an eligible claimant pursuant to Section 99203 of the Public Utilities Code and certifies that the following transportation funds are available to be claimed:

Local Transportation Fund

Apportionment:	\$ 511,445.00
Unexpended, Held by Claimant:	
Other Agency:	

State Transit Assistance Fund

Estimate:	\$ 79,913.00
Unexpended, Held by Claimant:	

Other

Audit Exception/Impairment (required General Fund Payback):	
Other:	

	TOTAL
Five Hundred Ninety One Thousand Three Hundred Fifty Eight Dollars	\$ 591,358.00

spell out total amount in above cell

for the purposes and respective amounts specified in the attached claim be drawn from the Local Transportation Fund and State Transit Assistance Fund.

Please print and sign after completing form

Authorized Signature:

Name/Title:

Date: 11/7/2014

Rene A. Ramirez / City Manager



2035 Tulare St., Ste. 201 tel 559-233-4148
Fresno, California 93721 fax 559-233-9645

www.fresnocog.org

Enter Date: 11/6/2014

Claimant Name: City of Coalinga

TRANSPORTATION FUNDING CLAIM DETAIL FOR FISCAL YEAR: 2014/15

PURPOSE	AMOUNT	SUBTOTAL
1. Bicycle & Pedestrian Facilities:		
Article 3:	\$ 10,215.00	
Article 8a:		
Audit Exceptions (General Fund Payback):		
Unexpended Funds, Held by Claimant:		\$ 10,215.00
2. Regional Transportation Planning:	\$ 14,265.00	\$ 14,265.00
3. Public Transportation		
State Transit Assistance Funds (STA):	\$ 79,913.00	
Audit Exceptions (General Fund Payback):		
STA not claimed by FCRTA:		\$ -
4. Community Transit Service CTSA, Article 4.5:	\$ 25,741.00	\$ 25,741.00
5. Streets & Roads:		
Article 8a:	\$ 311,841.00	
Audit Exceptions (General Fund Payback):		
Unexpended Funds, Held by Claimant:		\$ 311,841.00
6. To Be Claimed By:		
Fresno County Rural Transit Agency LTF:	\$ 4,489.00	
Fresno County Rural Transit Agency STA:	\$ 79,913.00	
MOU Fresno County PVSP:	\$ 144,894.00	
		\$ 229,296.00
7. Reserve in Fund Pending Further Claiming		\$ -
	GRAND TOTAL	\$ 591,358.00
Claim Total Must Agree With Total on First Page		\$ 591,358.00
Minus All Unexpended not used for Transit Claims		\$ -
GRAND TOTAL PAYABLE TO CLAIMANT		\$ 591,358.00

Allocation instructions and payment by the Fresno County Auditor-Controller to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the rules and regulations of the Transportation Development Act.

Enter Date: 11/6/2014

Claimant Name: City of Coalinga

BICYCLE AND PEDESTRIAN FACILITIES FOR FISCAL YEAR: 2014/15

Two percent (2%) of the claimant's Local Transportation Fund apportionment must be spent on bicycle and pedestrian facilities (PUC 99233.3 and 99234); such claims are to be filed as Article 3. Claims for projects in excess of 2% may be filed as Article 8a (PUC 99400(a)). If other funding is to be used with Local Transportation Funds to implement projects, such funding should be shown on the claim form.

PROJECT TITLE & BRIEF DESCRIPTION	PROJECT COST
1. Various Bicycle & Pedestrian Facilities throughout the claimant's jurisdiction:	\$ 10,215.00
<i>AND/OR:</i>	
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
TOTAL PROJECT COSTS	\$ 10,215.00

STREETS AND ROADS CLAIM FOR FISCAL YEAR: 2013/14

Local Transportation Funds coming to claimants within Fresno County may be used for streets and roads improvements and maintenance pursuant to Article 8 (PUC 99400), but only after Fresno COG makes a finding that public transportation needs within the claimant's jurisdiction are reasonably met by satisfying the service requirements set forth by the Regional Transportation Plan (PUC 99401.5).

PROJECT TITLE & BRIEF DESCRIPTION	PROJECT COST
1. Development, Construction & Maintenance Facilities throughout the claimant's jurisdiction:	\$ 311,841.00
<i>AND/OR:</i>	
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
TOTAL PROJECT COSTS	\$ 311,841.00

Enter Date: 11/6/2014

Claimant Name: City of Coalinga

CONTINGENCY PROJECT LISTING FOR FISCAL YEAR: 2014/15

CHECK ALL THAT APPLY (Enter "X" in yellow box)

BICYCLE AND PEDESTRIAN FACILITIES

☒ Article 3

☐ Article 4.5

STREETS & ROADS

☒ Article 8a

STANDARD ASSURANCES FOR CLAIMANTS

CLAIMANT ASSURANCES: (initial yellow box all that apply)

- ☒ A. Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to the RTPA and to the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one).
- ☐ B. Claimant certifies that it has submitted a State Controller Report to the RTPA and to the State Controller, pursuant to PUC 99243.

The undersigned hereby certifies that the above statements are true and correct.
Please print and sign after completing form

Authorized

Signature:

Name/Title:

Date:

Rene A. Ramirez / City Manager

11/7/2014

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

Subject: Consideration of Permit Fee Waiver for Concept Plat at Veteran's Park
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

Staff is seeking direction from the Council on whether the City should waive permit fees associated with a conceptual plan for proposed improvements at the Veteran's Park located at the intersection of Sunset, Cedar and Sixth Streets (see attached aerial map).

II. BACKGROUND:

Staff was approached by a member of the community with a concept plan (see attached) to construct individual monuments representing each branch of the military service that would then have name tags mounted on the wall depicting those in the community who have served their country.

At this point, the concept is to create a four-foot by six-foot panel for each branch of the military that is attached to buried posts. The size and weight of the concept panels requires a footing that must be inspected.

III. DISCUSSION:

The Building Official estimates the cost of the permit to review the footings and inspect them would be less than \$50. Staff does not have the authority to waive fees.

IV. ALTERNATIVES:

The alternative is to remain consistent and require payment of the permit fee.

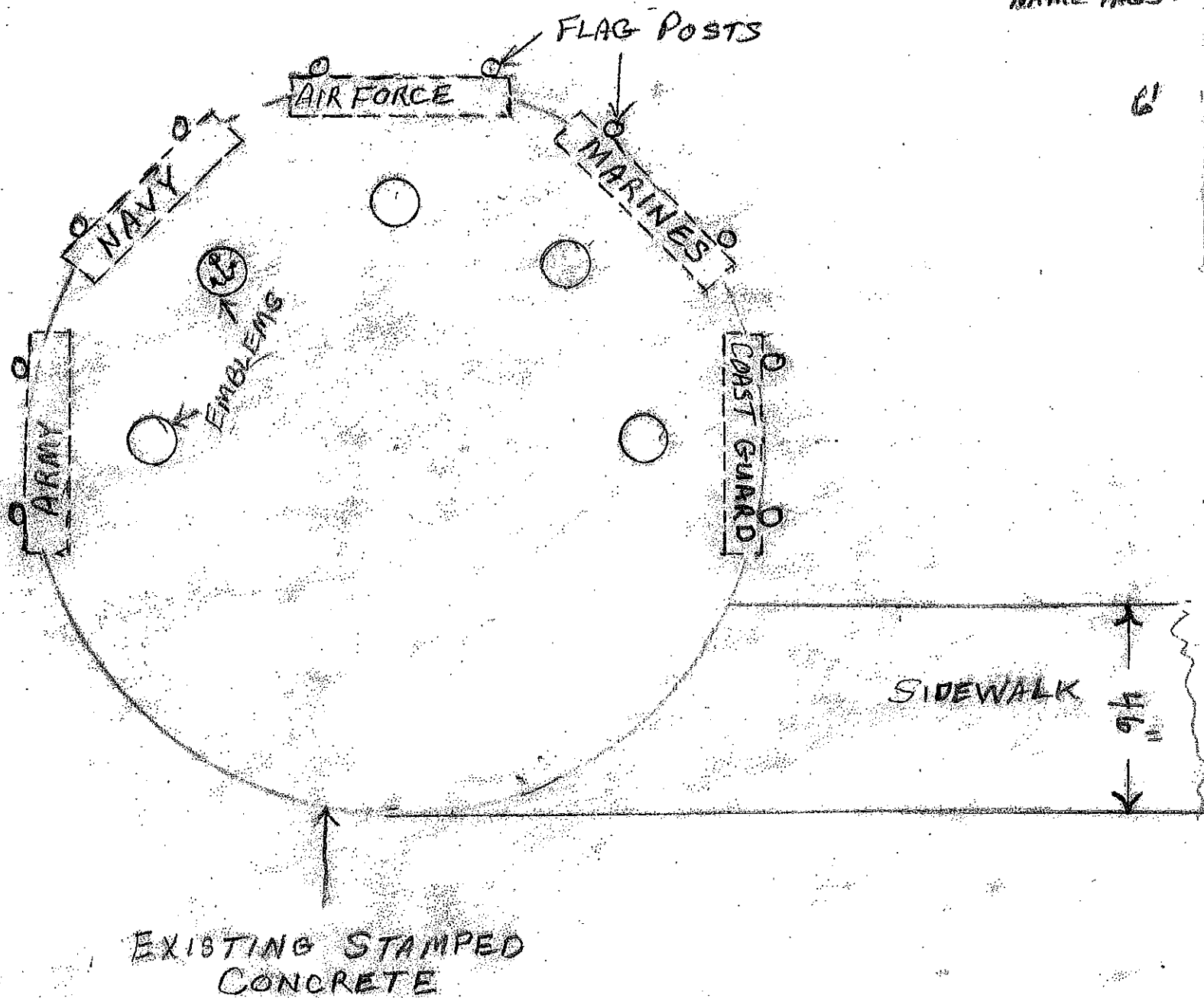
V. FISCAL IMPACT:

Permit fees are a fee for service in the General Fund.

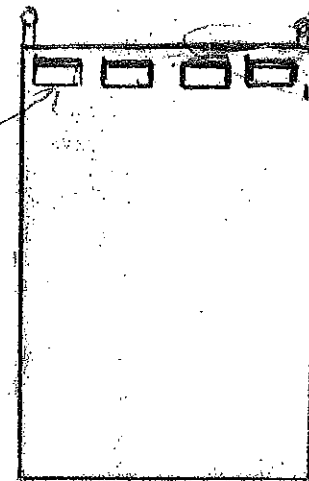
ATTACHMENTS:

	File Name	Description
☐	Aerial_of_Veteran_s_Park.pdf	Aerial map
☐	Proposed_Walls_at_Veteran_s_Park.pdf	Concept Plan





NAME TAGS



COLUMN



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

Subject: Request City Council Adopt Resolution No. 3659, Which Approves the 9th Amendment to Fresno Council of Governments Joint Powers Agreement

Meeting Date: November 6, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

Staff is recommending the Council adopt Resolution No. 3659, which approves the 9th amendment to the Joint Powers Agreement (JPA) with the Fresno Council of Governments (Fresno COG).

II. BACKGROUND:

In 2013, the Fresno COG Policy Board (Policy Board) approved a feasibility study to explore providing Transit Service to Yosemite and Sequoia-Kings Canyon National Parks. Based on this feasibility study and at the direction of the Policy Board, CMAQ Funding Grant Applications were prepared on behalf of Fresno COG and the City of Sanger for transit demonstration projects to the national parks. The City of Sanger is the lead agency for the Fresno-Sanger to Sequoia-Kings Canyon Transit Demonstration Project, and Fresno COG is the lead agency for the Fresno to Yosemite Transit Demonstration Project. The Policy Board awarded CMAQ funds to provide for the first two years of operations of both projects, and the Air District provided matching funds for both projects. Fresno COG was also awarded a \$100,000 planning grant from Caltrans to do the initial planning and start up marketing for the Fresno to Yosemite Transit Demonstration Project.

At the September 25th meeting of the Policy Board, an agreement was approved between Fresno COG and Yosemite Area Regional Transportation System (YARTS). This agreement is for planning activities related to the CMAQ funding award for a Fresno to Yosemite Transit Demonstration Program. Although Fresno COG has the authorization from the existing JPA to conduct the necessary planning activities in the approved agreement with YARTS, the authorization to enter into a contract with YARTS for the operation of transit services is not designated. This was identified by County Counsel as a requirement before the anticipated CMAQ program release of funding commences.

III. DISCUSSION:

The Fresno COG requests authorization through an amendment to the existing JPA so that Fresno COG may act as lead agency, apply for and receive grant funding, enter into agreements to provide funding, administration and oversight for inter-regional public transportation services. The Fresno COG's role as lead agency for inter-regional public transportation services between Fresno County and the abutting counties of Tulare, Kings, Merced, and Madera shall include oversight to assure that operators of inter-regional public transportation services provided through agreements with Fresno COG comply with state, local and federal regulations and requirements.

IV. ALTERNATIVES:

All Fresno COG JPA amendments are required to go out to member agencies for an individual City Council

and Board of Supervisors action on the proposed JPA amendment.

V. FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

	File Name	Description
☐	COG_JPA_Res_No_3659.docx	Resolution No. 3659

RESOLUTION NO. 3659

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA ADOPTING THE NINTH AMENDMENT TO THE FRESNO COUNCIL OF GOVERNMENTS' JOINT POWER AGREEMENT

This Ninth Amendment to the Fresno Council of Governments' Joint Powers Agreement is made and entered into by and between the County of Fresno, a political subdivision of the State of California, and the Cities of Fresno, Clovis, Coalinga, Firebaugh, Fowler, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Huron, Sanger, San Joaquin, and Selma all being municipal corporations of the State of California (hereinafter collectively referred to as "the member agencies").

WHEREAS, the member agencies entered into a Joint Powers Agreement (JPA) creating the Fresno Council of Governments (FCOG) on March 25, 1976 and thereafter amended such JPA on eight separate occasions; and

WHEREAS, the Fresno Council of Governments (FCOG) and its member agencies desire to amend the FCOG JPA for a ninth time to allow FCOG to enter into agreements with other entities to operate interregional public transportation services between Fresno county and the abutting counties of Tulare, Kings, Merced, and Madera.

NOW, THEREFORE, MEMBER AGENCIES AGREE AS SET FORTH BELOW:

1. Chapter 2 "Power and Duties" of the JPA shall be amended to add section 2.11, which shall state in its entirety as follows:

2.11 Interregional Public Transportation Services.

The Fresno COG may act as lead agency, apply for and receive grant funding, enter into agreements to provide funding, administration and oversight for interregional public transportation services. Fresno COG's role as lead agency for interregional public transportation services between Fresno County and the abutting counties of Tulare, Kings, Merced, and Madera shall include oversight to assure that operators of interregional public transportation services provided through agreements with Fresno COG comply with state, local and federal regulations and requirements.

2. All other provisions of the FCOG JPA not in conflict with this Amendment shall remain in full force and effect.

3. This Agreement shall take effect upon its execution by Authorized Signatory of the legislative bodies of all the member agencies.

IN WITNESS WHEREOF, the member agencies hereto have caused this Ninth Amendment to

the FCOG JPA to be executed by their duly authorized representatives.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Coalinga held on November 6, 2014 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

Deputy City Clerk

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

Subject: Council's Consideration and Approval of Resolution No. 3660 Amending the City's Conflict of Interest Code as Required by the Political Reform Act
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Shannon Jensen

I. RECOMMENDATION:

Council's consideration and approval of Resolution No. 3660 amending the City's Conflict of Interest Code as required by the Political Reform Act.

II. BACKGROUND:

A conflict of interest code tells public officials, government employees, and consultants ("designated employees") what financial interests they must disclose on their Statement of Economic Interest (Form 700). Financial interests include investments, business positions, income, loans and gifts. The code requires different levels of disclosure ("disclosure categories") for the designated positions. An accurate disclosure is essential to monitor whether officials, employees and consultants have conflicts of interest and is the basis for the transparency that California's Political Reform Act requires of public officials. Therefore, the conflict of interest code helps ensure public trust.

III. DISCUSSION:

The Political Reform Act requires every local government agency to adopt a conflict of interest code and review that code at least every two (2) years. During our review Staff determined that amendments are required in order to include new designated employees, revise the titles of existing designated employees and to delete positions that no longer exist or no longer make or participate in making governmental decisions. Staff also determined that amendments were needed to the disclosure categories to ensure that designated employees are disclosing the appropriate financial interests.

IV. ALTERNATIVES:

None

V. FISCAL IMPACT:

None

ATTACHMENTS:

File Name	Description
☐ RESO_#3660_Updating_City_s_Conflict_of_Interest_Code_110614.doc	Resolution No. 3660_Amending City's Conflict of Interest Code
☐ Updating_COI_Code_EX_A_Designated_Employees_110614.doc	Exhibit A - Designated Employees
☐ Updating_COI_Code_EX_B_Disclosure_Categorie_110614.doc	Exhibit B - Disclosure Categories

RESOLUTION NO. 3660

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
AMENDING ITS CONFLICT OF INTEREST CODE REGARDING
DESIGNATED EMPLOYEES AND DISCLOSURE CATEGORIES**

WHEREAS, California Code of Regulations, Sections 18730 et seq., contain the terms of a standard conflict of interest code adopted by the Fair Political Practices Commission (FPPC); and

WHEREAS, the FPPC amends the conflict of interest code terms on a regular basis in accordance with the Political Reform Act found at Government Code Sections 81000 et seq.; and

WHEREAS, on September 17, 1992, the City Council of the City of Coalinga adopted Resolution No. 2316 that incorporated, by reference, the terms of California Code of Regulations, Sections 18730 et seq., along with the designation of employees and the formulation of disclosure categories; and

WHEREAS, Government Code Section 87306 requires that a report be submitted to the City Council of the City of Coalinga identifying any changes in the conflict of interest code including, but not limited to, changes to designated employees and disclosure categories.

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

1. The conflict of interest code for the City of Coalinga is hereby amended regarding designated employees as set forth in **Exhibit A**.
2. The conflict of interest code for the City of Coalinga is hereby amended regarding disclosure categories as set forth in **Exhibit B**.
3. All previously adopted designated employees and disclosure categories regarding the conflict of interest code for the City of Coalinga are hereby rescinded.
4. All persons holding designated positions shall file statements of economic interests as required by law, including those designated positions listed in Government Code Section 87200.

PASSED AND ADOPTED this **6th day of November, 2014**, at a regular meeting of the City Council of the City of Coalinga.

ATTEST:

Shannon Jensen, Deputy City Clerk

Tony Garcia, Mayor

EXHIBIT A
DESIGNATED EMPLOYEES

Disclosure Category 1:

City Clerk
Assistant to the City Manager / Deputy City Clerk
Police Chief
Fire Chief
Human Resources Director
Financial Services Director
Finance Manager
Senior Administrative Analyst

Disclosure Category 2:

[None]

Disclosure Category 3:

Assistant Community Development Director
Public Works Director

Disclosure Category 4:

Building Official
Public Works Director
Field Services Manager
Chief Plant Operator
Community Development Director
Police Lieutenant(s)

Disclosure Category 5:

Public Works Director
Community Development Director
Assistant Community Development Director
Building Official

Disclosure Category 6:

[None]

Disclosure Category 7:

[None]

EXHIBIT B – DISCLOSURE CATEGORIES

Category 1: Broad Responsibilities: Full Disclosure. Employees disclose all reportable interests, including investments, business positions, sources of income, loans, gifts, including travel payments, and real property as required by the FPPC guidelines. Additionally, the real property disclosure category is expanded to include property located within a two-mile radius of the City of Coalinga or any property owned or used by the City of Coalinga.

Category 2: City-Wide Purchasing Approval Responsibilities. Employees disclose interests in investments, business positions, income, loans, and gifts from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the City of Coalinga.

Category 3: Department/Division Purchasing Approval Responsibilities. Employees disclose interests in investments, business positions, income, loans, and gifts from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the designated employee's department or division.

Category 4: Regulatory Power. Employees disclose interests in investments, business positions, income, loans, and gifts from any source that is subject to the regulatory, permit, or licensing authority of the designated employee's department or division.

Category 5: Decision-Making Authority Affecting Real Property. Employees disclose interests in investments, business positions, income, loans, and gifts from sources that engage in land development, construction, or the acquisition or sale of real property. These designated employees must also disclose all interests in real property located within the City of Coalinga, as well as within a one mile radius of the City of Coalinga or any property owned or used by the City of Coalinga.

Category 6: Decision-Making Authority Affecting Claims and/or Insurance. Employees disclose interests in investments, business positions, income, loans, and gifts from: (a) persons or entities that provide services, supplies, materials, machinery, or equipment of the type utilized by the City of Coalinga; (b) business entities that manufacture, sell, supply, or promote personnel training materials or that offer personnel consulting services, and that do business, or expect to do business, within the City of Coalinga; (c) persons and entities that are engaged in the business of insurance; (d) financial institutions; (e) persons or entities who have filed a claim, or have a claim pending, against the City of Coalinga that is reviewed by the designated employee's department or division; (f) business entities that offer, sell, or service group medical insurance, group life insurance, group dental insurance, pension plans, or that make investments, or in any way manage funds related thereto, and that do business, or expect to do business, within the City of Coalinga.

Category 7: Investment Responsibilities. Employees disclose interests in investments, business positions, income, loans, and gifts from financial institutions doing business with, or eligible to do business with, the City of Coalinga.

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

Subject: Discussion and Direction Regarding Proposed Contract Extension with Mid Valley Disposal
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

Staff seeks a discussion and direction from the City Council regarding a proposed contract extension with Mid Valley Disposal for solid waste and recycling services.

II. BACKGROUND:

Mid Valley Disposal (MVD) has been providing solid waste and recycling services in the community since 2004. The current Franchise Agreement was amended in 2006 and expires in 2016 (see attached Franchise Agreement). While providing service to the community under the terms of the current agreement MVD has not raised rates. The current residential rate for service is \$22.65 per month and commercial/non-residential rates vary with level of trash bin service (see page 40 of attached Franchise Agreement). During this time there have been changes in state (CalRecycle) requirements to cities and their haulers regarding recycling or diversion, which have come at a cost, yet MVD has been able to absorb those costs and not pass them on to their customers. Also during this time, Fresno County has adopted “exclusive franchises” for private haulers providing solid waste services in the county (see attached map) to provide continuity, rate stabilization, and better control over diversion programs for rural county customers. Under the County’s exclusive franchise program, MVD is the exclusive franchisee in this part of the county. The next closest franchise hauler in the county to the community is Waste Management, who provides franchise service just south and east of Fresno.

In their efforts to stay compliant with state recycling requirements, MVD is proposing to expand their capabilities to divert and deal with organic wastes, which is going to require capital investment. The level of capital improvement requires MVD to borrow money to construct facilities at their base of operations near Kerman, which is also close to the county’s American Avenue Landfill. Therefore MVD has been seeking contract extensions with their customers, such as the City, to demonstrate to lenders that they will have the capability to repay the money they borrow, in the form of long-term contracts.

III. DISCUSSION:

Staff is seeking direction from the Council as it relates to consideration of a contract extension with MVD prior to the sunset of the current contract in 2016. MVD would like to extend the contract for another 10 years as provided for under Section 3.1 (D) of the Franchise Agreement (attached). Other areas of potential interest to the Council in the current Franchise Agreement are:

- Article I – Definitions, Section 1.1 (O), describes the manner in which MVD can adjust rates; and
- Article IV – Franchise Services, which describes the types of services delivered by MVD under the terms of the current agreement; and
- Article VIII – Franchise Fee and City Surcharges, which describes the 15% franchise fee paid to the

City by MVD. Under the terms and level of service of the current contract, MVD pays the City a 15% franchise fee to the City’s General Fund generating approximately \$250,000 annually.

In preliminary discussions with MVD, they plan to continue to support those programs they have been providing the City such as the twice annual clean-up events among others.

Depending on the discussion and direction from the Council, staff will come back at a future date with a proposed contract for services with MVD for consideration.

IV. ALTERNATIVES:

The Council has the following options:

- 1. Provide direction to staff regarding a contract extension with MVD; or
- 2. Direct staff to have the current contract continue as is.

V. FISCAL IMPACT:

The agreement with MVD requires payment of a 15% franchise fee to the City, which currently amounts to approximately \$250,000 in revenue to the General Fund.

ATTACHMENTS:

File Name	Description
 FRANCHISE_AGR_Mid_Valley_Disposal_092106.pdf	Current Franchise Agreement
 County_Franchise_Area.pdf	County Franchise Map
 Coalinga_Presentation_PP_(3).pptx	MVD Powerpoint

SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES FRANCHISE

THIS FRANCHISE (the "Franchise") is granted this 21 day of September 2006, by the City of Coalinga, a municipal corporation within the State of California (hereinafter "City"), to Mid Valley Disposal Inc., a California corporation (hereinafter "Franchisee")

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("Assembly Bill 939"), established solid waste management regulations that requiring cities and other local jurisdictions to implement source reduction, reuse and recycling as integrated waste management practices; and

WHEREAS, Assembly Bill 939 authorizes and requires local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, Section 6-2.13 of the Coalinga Municipal Code authorizes the City Council to issue contracts, permits, franchises and licenses for the accumulation, removal, collection, transportation and disposal of solid waste within the corporate limits of the City of Coalinga; and

WHEREAS, the City is obligated to protect the public health, safety and welfare of the residents of the City, and has determined that arrangements by private waste haulers for the collection of solid waste should be in a manner consistent with the protection of health, safety and welfare; and

WHEREAS, the Franchisee has represented and warranted to the City that it has the personnel, operating assets, experience, and qualifications to provide the solid waste services outlined in the City's Request-for-Proposal and detailed herein for the collection, transportation and disposal of the City's recycling materials, green waste and other solid waste as described herein; and

WHEREAS, the City Council has determined and finds that the public interest, health, safety and welfare would be served if the Franchisee performs the solid waste collection, transportation and disposal services described herein for single-family dwelling units, multi-family dwelling units, commercial units, industrial units, institutional units and governmental units within the corporate limits of the City of Coalinga.

WITNESSETH

For and in consideration of the payments to be made by the City to the Franchisee, and in further consideration of the full and faithful performance by the Franchisee of all the terms, covenants, and conditions of this Franchise Agreement, as well as complete compliance with all present and future laws, ordinances, regulations and resolutions of the United States, State of California, Fresno County and the City of Coalinga, **THE CITY OF COALINGA THEREFORE GRANTS THE FRANCHISEE THE FRANCHISE DESCRIBED HEREIN ON THE TERMS AND CONDITIONS ESTABLISHED HEREBY:**

ARTICLE I

DEFINITIONS

SECTION 1.1 DEFINITIONS:

The following names and terms shall have the meanings set forth below:

(A) "Appendix" shall mean an appendix to this Franchise, as the same may be amended or modified from time to time in accordance with the terms thereof.

(B) "Applicable Law" shall mean any law, rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the Franchise services; the operating assets; the siting, design, acquisition, permitting, construction, equipping, financing, ownership, possession, shakedown, testing, operation or maintenance of any of the operating assets, or any other transaction or matter contemplated hereby, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and payment of minimum wages.

(C) "Bulky Items and White Goods" shall mean small and large household appliances such as stoves, refrigerators and washers as well as furniture, tires, carpets, mattresses and similar items of solid waste.

(D) "Change in Law" shall mean any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Franchise (except for payment of obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, management, operation or maintenance of operating assets or other matters to which applicable law applies:

(1) the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after the Franchise date of any applicable law; or

(2) the order or judgment of any Governmental Body, on or after the Franchise date, to the extent such order of judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the City or Franchisee, whichever is asserting the occurrence of a change in law; provided, however, that the contesting in good faith or the failure in good faith contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

(E) "City" shall mean the City of Coalinga.

(F) "City Facility" shall mean any building, park, right-of-way or other site owned, leased or used regularly and significantly by employees or contractors of the City.

(G) "City Manager" shall mean the City of Coalinga City Manager, his or her designee as well as the employees working under his or her supervision.

(H) "Collection" shall mean the operation of gathering together and transporting solid waste to the point of disposal.

(I) "Commercial Units" shall mean (1) any commercial business establishment including, but not limited to, hotels, motels, offices and professional buildings, and retail establishments of all kinds including supermarkets, filling stations, restaurants, eateries, department stores, variety stores, places of entertainment, manufacturing plants, schools, hospitals or prisons; or (2) any building or site in the Franchise area, other than single-family dwelling units or multi-family dwelling units, from which any business, service, non-profit, governmental, institutional, commercial or industrial activity is conducted.

(J) "Construction Rubbish" shall include brick, stone, cement, mortar, drywall, concrete, asphalt, asphalt/concrete paving materials, demolished or discarded building materials, rubble, or other debris incident to the construction or demolition of buildings and/or public highways, streets, bridges, parking lots, roadways, alleys, water lines, sewer lines, natural gas lines, electrical power lines, other utilities or other public infrastructure.

(K) "Construction or Demolition Waste" shall mean (1) solid waste material resulting from building construction, alteration, repair, demolition, including brick, stone, cement, lumber, plaster, and drywall; (2) packaging or rubble resulting from construction, remodeling, repair and demolition operations on pavements or residential, commercial, industrial, institutional and governmental buildings and structures.

(L) "Container" shall mean residential, commercial, industrial, institutional, government cans, bins, or dumpsters approved and provided by the City or the Franchisee for the accumulation and collection of solid waste.

(M) "County" means the County of Fresno.

(N) "Customer" shall mean each owner and/or occupant of each building, lot or parcel in the City from which solid waste including refuse, recycling materials or green waste are generated or which solid waste is required to be collected pursuant to this Franchise.

(O) "Customer Rates" shall mean those rates or charges to be billed by either the Franchisee or the City on behalf of the Franchisee and paid by customers for collection, processing, transportation, disposal of solid waste and other related services received.

Customer rates will be established by the Franchise, and the Franchisee may at its sole discretion adjust such customer rates not more than once each year. No rate increase shall exceed the Consumer Price Index (CPI) for All Urban Consumers for San Francisco-Oakland-San Jose, CA, Standard Metropolitan Statistical Area, as published by the US Department of Labor, Bureau of Labor Statistics, or any successor index, unless the Franchisee demonstrates, to the satisfaction of the City Council, that the reason for the increase is the result of regulatory requirements of the Solid Waste Management Board or other agencies of the State of California, the County of Fresno, or other operators of landfills, municipal recycling facilities, green-waste facilities, or other recycling operations utilized to dispose of waste materials originating in the City of Coalinga.

(P) "Disabled Customer" shall mean anyone who has applied at the City and has been designated as a "Disabled Customer" by the City, because he or she has provided adequate

documentation and has been determined by the City as meeting one or more of the following criteria:

(1) has been found to be permanently handicapped by the California Department of Motor Vehicles; or

(2) has been found to be totally and permanently disabled by the Social Security Administration under any of their programs including, but not limited to, the Social Security Disability Insurance Program under Title II of the Social Security Act and including, but not limited to the Supplemental Security Income Program under Title XVI of the Social Security Act; or

(3) has been determined to be permanently disabled by any branch of the military, or Veterans' Administration; or

(4) the City Manager or employee designated by the City Manager has determined to his or her satisfaction, based on a written statement from a licensed physician or qualified public agency, that the customer is either permanently or temporarily disabled.

No customer shall be designated as a "disabled customer" if there is an able-bodied person residing at the customer's house.

(Q) "Development" shall mean any new or existing project, facility or building, the users of which generate waste within and/or on the property.

(R) "Disposal" shall mean the complete operation of treating and disposing of accumulations of solid waste and of the product or residue arising from such treatment.

(S) "Designated Disposal Site" shall mean any facility or facilities properly licensed by the State of California and/or a California County for the disposal of solid waste collected by the Franchisee.

(T) "Dwelling Unit" shall mean a residential, single-family dwelling and each separate apartment dwelling of a duplex, triplex or fourplex up to and including four apartments, including upstairs, basement, garage or detached garage or housing units. The term does not apply to commercial units, industrial units or institutional users.

(U) "Excluded Materials" shall mean (1) hazardous waste, (2) household hazardous waste, (3) infectious or medical waste, and (4) self-haul waste.

(V) "Facility" shall mean something that is installed or established to serve a particular purpose.

(W) "Fees and Costs" shall mean reasonable fees and expenses of employees, attorneys, architects, engineers, expert witnesses, contractors, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses of any legal proceeding.

(X) "Franchise" shall mean this recycling materials, green waste and other solid waste franchise between the City of Coalinga and the Franchisee.

(Y) "Franchise Area" shall mean that geographic area comprising the City limits of the City of Coalinga on the Franchise date, which may be periodically changed to reflect property annexations into the City.

(Z) "Franchise Date" shall mean the date that this agreement was approved by the Coalinga City Council.

(AA) "Franchise Services" shall mean all of the duties and obligations of the Franchisee hereunder.

(BB) "Franchise Year" shall mean the fiscal year beginning on July 1 and ending on the following June 30, except that the first Franchise year shall begin on the Franchise date and end on June 30, 2007.

(CC) "Franchisee" shall mean Mid Valley Disposal Inc., a California Corporation, and its successors and assigns as permitted by this Franchise.

(DD) "Government Body" shall mean any federal, state, county, city, local or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

(EE) "Green Waste" shall mean cut shrubbery, trees, shrubbery trimmings, dead flowers, grass cuttings, dead plants, grass clippings, weeds, vines, brush, leaves, dead trees or branches thereof, chips, shavings, sawdust, untreated wood, straw, and other similar organic material which may be effectively composed.

(FF) "Green Waste Collection Program" shall mean the program by which the Franchisee collects green waste from residential, commercial, industrial, institutional and governmental customers in accordance with the terms of this Franchise Agreement and the laws of the State of California.

(GG) "Hazardous Waste" shall mean:

(1) Any substance which has been determined to be a hazardous substance such that it cannot be disposed of in the county's landfill and is required by county ordinance, state law, federal law or by county, state or federal regulations to be transported to a specialized disposal facility set aside for hazardous waste. Hazardous waste includes, but is not limited to household hazardous waste.

(2) A waste, or combination of wastes, which because of its quality, concentration, or physical, chemical, or infectious characteristics may do either of the following:

(a) Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or

(b) Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

(3) All waste defined or characterized as hazardous waste by the federal law in 42 USC 3251 et. seq. as amended, and all future amendments thereto, or regulations promulgated hereunder; or

(4) All waste defined by agencies of the State of California (including without limitation the Department of Health Services and the California Waste Management Board) having jurisdiction over hazardous waste generated by facilities within the state, provided the term "hazardous waste":

(a) is intended to mean and include those substances that are not normally expected to be disposed of by generally accepted sanitary landfill disposal methods.

(b) shall include radioactive wastes.

(c) shall be construed to have the broader, more encompassing definition where there exists a conflict in the definitions employed by two (2) or more government agencies having concurrent or overlapping jurisdictions over hazardous waste.

(HH) "Household Hazardous Waste" shall mean any waste produced by a household that contains an ingredient listed in the Code of Federal Regulations Chapter 40 part 261.33(e) or 261.33(f), or that exhibits characteristics of ignitability, corrosibility, reactivity (e.g. oxidizer) toxicity or infectiousness. Empty containers retaining residues of household hazardous waste are not considered "household hazardous waste." These containers containing residues of household hazardous waste include, but are not limited to each of the following: household cleaners, pesticides, batteries, wood preservatives, automotive polish, furniture polish, fertilizers, automotive products, adhesives, sealants, paints and coatings, photographic chemicals, swimming pool chemicals and used oils.

(II) "Infectious or Medical Waste" shall mean solid waste capable of producing an infection or pertaining to or characterized by the presence of pathogens or medical waste regulated by the California Health and Safety Code Section 117600 et. seq. It includes but is not limited to certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals, medical testing labs, and any waste that includes animal wastes or parts from slaughter houses or rendering plants.

(JJ) "Universal Waste" shall mean computers, terminals, televisions, similar electronic devices as may be defined now or in the future by state law.

(KK) "Construction and Demolition Materials" shall mean lumber, drywall, metals, masonry (brick, concrete, etc), carpet, pipe, rocks, dirt, paper, cardboard, or green waste related to land development and any other materials used in any type of construction.

(LL) "Insurance Requirement" shall mean any rule, regulation, code, or requirement issued by any fire insurance rating bureau or any body having similar functions or by an insurance company that has issued a policy with respect to the Franchisee's operating assets or franchise services.

(MM) "Legal Entitlement" shall mean all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under

applicable law to be obtained or maintained by any person with respect to the Franchisee's operating assets or the performance of any obligation under this Franchise or the matters covered hereby.

(NN) "Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Franchise.

(OO) "Loss-and-Expense" shall mean any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, claim, demand, charge, tax, or expense including all fees and costs.

(PP) "Multi-Family Residential Dwelling" shall mean a permanent building containing two (2) or more dwelling units including, but not limited to, apartments, condominiums and mobile home parks.

(QQ) "Operating Assets" shall mean all real and personal property of any kind, which is owned, leased, managed or operated by or under contract to the Franchisee for providing the Franchise services, including without limitation, containers, vehicles, transfer stations, processing facilities, maintenance facilities, storage facilities, administrative facilities, and other equipment, machinery, parts, supplies and tools.

(RR) "Premises" shall mean any single-family residential, multi-family residential, industrial, commercial, institutional or governmental properties of any kind, or any other dwelling building or vacant property where solid waste is generated or accumulated for disposal.

(SS) "Public Highway" shall mean any public street, alley, road, walkway, public place or road open to and used by the traveling public and not used as a private right-of-way.

(TT) "Recycling" shall mean the process of collecting, sorting, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream as defined in the California Public Resources Code Section 40180.

(UU) "Recyclable Materials" shall mean solid waste materials such as newspapers, printed matter, paper products, aluminum cans, other cans, glass, beverage containers, bottles, plastic containers, paste board, corrugated cardboard and other items that through a process of collecting sorting, cleansing, treating and reconstituting is returned to the economic mainstream in the form of raw material for new, reused, remanufactured, reprocess or reconstituted products which meet the quality standards necessary to be used in the market place.

(VV) "Recycling Program" shall mean the program by which the Franchisee collects recyclable materials from residential, commercial, industrial, institutional and governmental customers in accordance with the terms of this Franchise.

(WW) "Residue" shall mean materials which remain after processing recyclable materials or green waste which cannot be recycled, marketed or otherwise used, including but not limited to materials such as rocks, contaminated paper, purescibles and other debris.

(XX) "Self-Hauled Waste" means solid waste collected and hauled by self-haulers.

(YY) "Self-Hauler" shall mean any person not engaged commercially in waste haulage who collects and hauls, with their own equipment, solid waste generated from residential, commercial or industrial activities owned, leased or occupied solely by such person.

(ZZ) "Service Fee" shall mean the fees specified in Section 7.1(A). The Service Fee constitutes the entire compensation of the Franchisee for the Franchise services. Said fee shall include all costs of collecting, disposing, and/or the recycling of any item(s) covered by this agreement including any and all land fill charges, disposal and/or recycling fees, franchise or other fees required by federal, state, or local governmental entities.

(AAA) "Collection Rate Schedule" shall mean the posted schedule of collection charges established by the Franchisee in accordance with the terms of the Franchise and as may be approved from time to time by the Coalinga City Council as required by the terms of this Franchise Agreement.

(BBB) "Solid Waste" shall mean all garbage, refuse, rubbish and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the generator thereof at the time of such discard or rejection and which are normally disposed of by or collected from single-family residential units, multi-family residential units, commercial units, industrial units, institutional units and governmental units, which are acceptable at Class III landfills under applicable law.

(CCC) "Source Reduction" shall mean efforts taken to minimize the quantity of waste generated and entering the waste stream.

(DDD) "State" shall mean the State of California.

(EEE) "Ton" shall mean a "short ton" of 2,000 pounds.

(FFF) "Uncontrollable Circumstance" means only the following acts, events or conditions, whether affecting the Franchisee's operating assets, the City or the Franchisee, to the extent that it materially and adversely affects the ability of either party to perform any obligations under the Franchise (except for payment obligations), if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any provision required by each party under this Franchise:

(1) An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Franchise area), hurricane, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance.

(2) A change in law as defined in this section.

(3) Failure of any appropriate Governmental Body or private utility having operational jurisdiction in the area in which the Franchisee's operating assets are located to provide and maintain the designated disposal site, utilities, services, water, sewer lines and power transmissions lines to the Franchisee's operating assets, which are required for the performance of the Franchise services and which directly results in a delay or curtailment of the performance of the Franchise services.

(4) Preemption of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any portion of the Franchisee's operating assets.

It is specifically understood that none of the following acts or conditions shall constitute Uncontrollable Circumstances:

(1) General economic conditions, interest or inflation rates or currency fluctuation or changes in the cost or availability of fuel, commodities, supplies or equipment.

(2) Consequences of errors, neglect or omissions by the Franchisee, any of its affiliates or any subcontractor of any tier in the performance of the Franchise services.

(3) The failure of the Franchisee to secure patents or licenses in connection with the technology necessary to perform its obligations hereunder.

(4) Union work rules, requirements or demands which have the effect of increasing the number of employees employed in connection with the number of employees employed in connection with the Franchisee's operating assets or otherwise increase the cost to the Franchisee's operating and maintaining the operating assets or providing the Franchise services.

(5) Strikes, work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Franchisee or any of the Franchisee's subcontractors or suppliers in connection with the Franchisee's operating assets or the Franchise Services.

(6) Any failure of any subcontractor or supplier to furnish labor, materials, service or equipment for any reason.

(7) Equipment failure.

(8) Any impact of prevailing wage laws, customs or practices on the Franchisee's construction or operating costs.

(9) Changes in market prices for, or the unavailability of markets for, the sale or purchase of recyclable materials or green waste.

(10) Any act, event or circumstance occurring outside the State of California.

(GGG) "Waste" shall mean the unwanted by-product of residential use or of commercial, industrial, institutional or governmental operations.

SECTION 1.2 INTERPRETATION:

In this Franchise the following interpretations will apply, unless the context otherwise requires:

(A) References Hereto. The terms "hereby," "hereof," "herein," "hereunder," and any similar terms refer to this Franchise, and the "hereafter" means after, and the term "heretofore" means before the date of execution of this Franchise.

(B) Gender and Plurality. Words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations, non-profit corporations and other legal entities, including Governmental Bodies, as well as individuals.

(D) Headings. Any headings preceding the text of the Articles, Sections and Subsections of this Franchise shall be solely for convenience of reference and shall not constitute part of this Franchise, nor shall they affect its meaning, construction or effect.

(E) Entire Franchise. This Franchise contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Franchise and nothing in this Franchise is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Franchise.

(F) Reference to Days. All references to days herein are to calendar days, including Saturdays, Sundays, holidays, except as otherwise specifically provided.

(G) Counterparts. This Franchise may be executed in any number of original counterparts. All such counterparts shall constitute but one of the same Franchise.

(H) Applicable Law. This Franchise shall be governed by and construed in accordance with the applicable laws of the State of California.

(I) Severability. If any clause, provision, subsection, Section or Article of this Franchise shall be determined to be invalid by any court of competent jurisdiction, the invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions thereof, and this Franchise shall be construed and enforced as if such invalid portion did not exist.

(J) Defined Terms. The definitions set forth in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto. Should there appear to be any uncertainty, ambiguity or discrepancy in terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any portion hereof, or the performance required hereunder, the City Manager shall be consulted and his or her decision shall be final and conclusive.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE FRANCHISEE

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE FRANCHISEE:

The Franchisee, by acceptance of this Franchise, represents and warrants that:

(A) Existence and Powers. The Franchisee is duly organized and validly exists as a corporation under the laws of the State of California, with full legal right, power and authority to enter into and perform its obligations.

(B) Due Authorization and Binding Obligation. The Franchisee has duly authorized the execution and delivery of this Franchise. This Franchise has been duly executed and delivered by the Franchisee and constitutes the legal, valid and binding obligation of the Franchisee, enforceable against the Franchisee in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Franchisee of this Franchise nor the performance by the Franchisee of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulations applicable to the Franchisee; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement including (without limitation) the certificate of incorporation of the Franchisee or instrument to which the Franchisee is a party or by which the Franchisee or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument, or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever on any of the properties or assets of the Franchisee.

(D) No Litigation. There is no action, suit or other proceeding as of the Franchise date, at law or in equity, before or by any court or governmental authority, pending or, to the Franchisee's best knowledge, threatened against the Franchisee which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Franchise or any such agreement or instrument entered into by the Franchisee in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Franchisee of its obligations hereunder or by the Franchisee under any such other agreement or instrument.

(E) No Legal Prohibition. The Franchisee has no knowledge of any applicable law in effect on the Franchise date which would prohibit the performance by the Franchisee of this Franchise and the transactions contemplated hereby.

(F) Information Supplied by the Franchisee. The information supplied by the Franchisee in all submittals made in connection with the City's Request for Proposal, negotiation and execution of this Franchise is correct and complete in all material aspects.

(G) Waiver of Certain Rights. The Franchisee hereby:

(1) Waives any right it may possess to contest the legal right, power or authority of the City to enter into this Franchise, and agrees to fully cooperate with and assist the City in supporting the legal validity of this Franchise and authority to award this Franchise in the event of any legal challenge thereto brought or made in any manner by a third party; and

(2) Agrees to observe and comply with the operating rules and regulations established by the City, county, or the state with respect to the designated disposal sites, including without limitation those governing delivery procedures, receiving hours, vehicle and waste inspection, hazardous waste screening, litter control and safety measures.

(H) Free Market Decision. The Franchisee, without constraint and as a free market business decision in accepting this Franchise, agrees to use only legally designated disposal sites

for disposal of the City's solid waste and such decision in no way constitutes a restraint of trade notwithstanding any change in law regarding flow control limitations or any definition thereof.

(I) Franchisee Investigation. The Franchisee has made an independent investigation to its satisfaction of matters, conditions, and circumstances relating to its execution and delivery of this Franchise and its obligations hereunder, including the nature and amount of solid waste materials generated within the City and the source reduction and recycling programs now in effect in the City. Franchisee acknowledges that the City makes no warranties except as may be expressly set forth in this Franchise Agreement.

ARTICLE III **FRANCHISE**

SECTION 3.1 GRANT AND ACCEPTANCE OF FRANCHISE:

(A) Franchise Service. Pursuant to Section 40059 of the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) and Section 6-2.13 of the Coalinga Municipal Code, the City hereby grants an exclusive franchise, license and privilege, on the terms and conditions set forth herein, to the Franchisee for the service in the Franchise area of collecting, transporting, handling, processing and/or disposing of solid waste materials. By its execution acceptance hereof the Franchisee accepts the Franchise, license and privilege so granted by the City on and subject to the terms and conditions contained herein and agrees to perform all of the duties and obligations of a Franchisee thereunder. Specifically, the Franchisee agrees to provide Franchise services to any person within the Franchise area requesting such service, subject to payment of the customer rates specified by the City.

(B) Exclusive Franchise. This Franchise is intended by the parties, to extent permitted by law, to designate the Franchisee as the exclusive franchisee for the purpose of providing, on an exclusive basis, the services described herein to the owners and or occupants of all real property located within the City limits of the City of Coalinga. The Franchisee shall have the sole and exclusive right and privilege to provide solid waste handling services within the designated Franchise area. As used in this section "solid waste handling" shall have the same meaning as set forth in California Public Resource Code Section 40195, and includes without limitation recycling services rendered in exchange for a fee or other consideration in any form or amount, roll-off or drop box services, construction rubbish services and construction and demolition services.

(C) Term. The term shall be for ten (10) franchise years as defined in Section 1.1(BB) of this Franchise.

(D) Extension of Term. If the Franchisee has performed faithfully under the terms and conditions of this Franchise, the Franchisee may request the City Council to extend the term of this Franchise for such additional years as the City Council, in its sole discretion, determines is in the interest of the City. The granting of an extension must be on terms and conditions acceptable to the City.

(E) Franchise Area. The Franchise area is that geographic area comprising the City limits of the City of Coalinga on the Franchise date and those geographic areas that may from time to time be added to the City as a result of property annexations into the City.

(F) Exceptions to Franchise. The franchise, license and privilege granted in subsection 3.1(A) hereof shall not give the Franchisee any right or responsibility with respect to the following materials:

(1) Excluded materials as defined in Section 1.1(U) including hazardous waste, household hazardous waste, infectious or medical waste, and self-haul waste.

(2) Dead animals and animal waste and remains from slaughter houses or butcher shops.

(3) Liquid wastes or by-products of sewage treatment, including sludge, grit and screening.

(4) Any other materials which may be deemed not acceptable for collection by the State of California, the County of Fresno, and/or the City of Coalinga.

Further, the provisions of this Franchise shall not preclude or prohibit the owner or occupant of any premises from acting as a self-hauler as defined in Section 1.1(WW) of this Franchise in collecting, transporting and disposing of recyclable materials, green waste or other solid waste generated on such premises.

SECTION 3.2 ASSIGNMENT AND TRANSFER OF FRANCHISE:

(A) Consent of City Required. This Franchise shall not be transferred, sold, pledged, hypothecated, leased, or assigned, nor shall any of the rights or privileges herein be transferred, sold, pledged, hypothecated, leased or assigned, either in whole or in part, nor shall title hereto or thereto, either legal or equitable, or any right, interest, or property herein or therein, pass to or vest in any person, except the Franchisee, either by action or inaction of the Franchisee or by operation of law, without the prior written consent of the City, which may be withheld or delayed in its sole and absolute discretion with or without cause. Any attempt by the Franchisee to effectuate any of the foregoing without the consent of the City shall be null and void.

(B) Imposition of Conditions. The City may impose conditions and restrictions on any approval it may elect to give of any transaction described in Section 3.2(A) and 3.3 hereof, including without limitation conditions relating to payment of all costs relating to such transfer.

SECTION 3.3 CHANGE IN FRANCHISE OWNERSHIP OR CONTROL:

(A) Current Ownership and Control. The Franchisee represents that, as of the Franchise date, Mid Valley Disposal Inc. is an S-Corporation with 85 percent of the company stock owned by Jay Kalpakoff and 15 percent of the company stock owned by Roy Mendrin.

(B) Maintenance of Corporate Existence. The Franchisee covenants that during the term of this Franchise it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not take any other action which would materially impair the ability of the Franchisee to perform the Franchise service.

(C) Consolidate, Merger, Sale, Transfer and Change in Control. The Franchisee shall not, without prior written consent of the City which may be withheld or delayed at its sole and absolute discretion, acquire any entity, consolidate with or merge with another entity, or permit

one or more other entities to consolidate with or merge into it, which results in loss by the Franchisee of operational or voting control of the Franchisee.

(D) Transfer of Voting Stock. The City's prior written consent, which may be withheld or delayed in its sole and absolute discretion, shall be required for the sale or transfer by any means, whether by agreement or by operation of law (including transfers resulting from death, bankruptcy or divorce) of any of the voting stock of the Franchisee, which results in loss by the Franchisee of operational or voting control of the Franchisee. This section shall not apply to transfers or sales of voting stock to "immediate family members." "Immediate family members" shall mean father, mother, spouse, children or the spouses of children.

(E) Payment of Certain Costs by Franchisee. If the Franchisee requests the consent of the City for any transaction described in Section 3.2 or Section 3.3 hereof, the Franchisee shall reimburse the City for all costs and expenses incurred by the City in reviewing, examining, analyzing and acting on the request, including all direct and indirect administrative expenses of the City and consultants and attorneys' fees and expenses. Bills shall be supported with evidence of expense or cost incurred. The Franchisee shall pay such bills within thirty (30) days of receipt.

ARTICLE IV

FRANCHISE SERVICES

SECTION 4.1 COLLECTION AND DISPOSAL SERVICES:

(A) Scope of Work. The work to be performed under this Franchise consists of furnishing all labor, tools, equipment, materials, supplies and services and payment of all landfill, recycling and all other costs necessary to (1) satisfactorily collect all solid waste including recyclable materials and green waste, as herein defined, (2) transport said collected solid waste to legally designated disposal sites and (3) perform all other work or services incidental to the collection and transportation of the above items in strict compliance with applicable City, county, state and federal laws and regulations.

(B) Collection Frequency. Recyclable materials, green waste and other solid wastes will be picked up from all single-family dwelling residents not less than once per week. Collection of solid wastes including recyclable materials and green waste materials shall be scheduled as needed for multi-family residential dwellings and commercial, industrial, institutional and governmental customers.

(C) Collection System. The Franchisee shall use the following collection systems:

(1) Single-Family Residential Collection. The Franchisee shall use an automated three-can collection system and provide each customer at least one 90-gallon automated can for green waste materials, one 90-gallon automated can for recyclable materials and one 60-gallon automated can for other solid waste materials as designated by the City and the Franchisee.

(2) Multi-Family Residential, Commercial, Industrial, Institutional, and Governmental Collection. The Franchisee shall use either automated cans or two or three-cubic-yard bins as deemed appropriate for the solid waste collection needs of the organization.

(D) City Facilities Collection. The Franchisee shall, without charge or compensation, collect solid wastes including recycling materials and green waste materials located at City-owned or leased facilities and locations.

(E) Christmas Tree Collection. The Franchisee shall, without additional compensation, collect at curbside or in alleys Christmas trees discarded by any residential, commercial, industrial, institutional or governmental customer on a designated day or days as determined by the Franchisee and the City.

(F) Used Automotive Battery Collection. The Franchisee shall, without additional compensation, collect at curbside used automotive batteries once every two (2) months. Customers desiring this service will be asked to call in advance to schedule pickup.

(G) City and Community-Sponsored Events Collection. The Franchisee shall, without charge, provide solid waste collection and recycling services to all City and community - sponsored events as determined solely by the City such as the Coalinga Fest, Coalinga Health Fair and the Horned Toad Derby. The Franchisee will coordinate collection services with appropriate City staff and other community sponsors.

(H) Annual City Clean Up Collection. The Franchisee shall sponsor, without additional compensation, an annual community cleanup day at for City of Coalinga residents. The City Manager and the Franchisee will collaborate on the date, time, and methodology of the event.

(I) Bulky Items and White Goods Collection. The Franchisee shall provide separate collection of bulky items and white goods as defined in Section 1.1(C) on a call-in basis. The Franchisee shall be paid an additional fee for each bulky item collected as determined by the City and the Franchisee. The Franchisee will collect the bulky item or white good within five (5) working days of notification. Bulky items and white goods shall be collected from private property. These items shall not be placed for collection on the curb or in the alley or on any street right-of-way or public place. Customers desiring this service will be asked to call in advance to schedule pickup.

(J) Universal Waste - Computers, Terminals, Televisions and Similar Electronic Devices Collection. The Franchisee shall provide separate collection of computers, terminals, televisions and similar electronic devices, as well as other items designated as "universal waste" by the State of California, such as flashlight batteries, neon lights, electrical cords, etc. All such items shall be collected on a call-in basis. The Franchisee shall be entitled to collect an additional fee for each item collected pursuant to the collection rate schedule. Said fee shall include any and all disposal charges established by the State of California and/or the County of Fresno. The Franchisee will collect the computers, terminals, televisions and similar electronic devices within five (5) working days of notification. These items shall be collected from private property. These items shall not be placed for collection on the curb or in the alley or on any street right-of-way or public place. Customers desiring this service will be asked to call in advance to schedule pickup. However, nothing shall prohibit the Franchisee from establishing a local drop off site in the City of Coalinga, in addition to the private property collection, for customers wishing to utilize such a service.

(K) Illegal Dumping Abatement Collection. Upon request of the City, the Franchisee shall within two (2) days collect and remove from City public highways, streets, alleys, parks and other public areas or private property (as directed by the City), bulky items and white goods as defined in Section 1.1(C) and any other solid waste covered by this Franchise in any volume that

have been unlawfully abandoned or discarded. For any such collection the Franchisee shall receive compensation from the City on the basis of time and materials at rates approved in writing by the City. The Franchisee shall create a specific work order and invoice for payment in response to each call received by the City that includes, but is not limited to, the date, time, hours spent, and type of unlawful discarded solid waste collected.

(L) Code Enforcement Abatement Collection. Upon request of the City, the Franchisee shall at a date and time mutually agreed upon by the City and the Franchisee, collect and remove from private property pursuant to City ordinance within the boundaries of the City, bulky items and white goods as defined in Section 1.1(C) and any other solid waste covered by this Franchise in any volume which has been unlawfully allowed to accumulate, be abandoned or discarded on private property. For any such collection the Franchisee shall receive compensation from the City on the basis of time and materials at rates approved in writing by the City. The Franchisee shall create a specific work order and invoice for payment in response to each call received by the City that includes, but is not limited to, the date, time, hours spent, and type of unlawful discarded solid waste collected. The City will pay the Franchisee for the services rendered and be responsible to pursue collection from the appropriate property owners or tenants.

(M) Disabled Customer Collection. In accordance with Section 6-2.20(e) of the Coalinga Municipal Code and Section 1.1(P) of this Franchise Agreement, the Franchisee shall, upon request, transport solid waste materials from the front of the dwelling unit to the curb or alley site for individuals that qualify as being disabled customers. Disability will be based on an application made to the City, and not by the Franchisee. The City will provide the Franchisee with an updated list of people who have been determined by the City to be disabled customers. In accordance with Section 6-2.20(e) no customer shall be designated as a "disabled customer" if there is an able-bodied person as determined by the City residing at the customer's house.

(N) Assembly Bill 939 Reporting. The Franchisee will report to the City all tonnages picked up for recycling materials, green waste materials and other solid wastes as required by Assembly Bill 939, applicable law or regulations. All trucks will be weighed separately with only materials from Coalinga. The Franchisee will be responsible (at no cost to the City) to collect all solid waste information and prepare and submit all required reports to the California Integrated Waste Management Board or other appropriate state regulatory agency.

(O) California Integrated Waste Management Board and Other Federal, State and County Regulatory Meetings. The Franchisee will attend (at no cost to the City) appropriate California Integrated Waste Management Board meetings or any other appropriate federal, state and county regulatory meetings on behalf of the City and will act as the City's liaison to these regulatory bodies.

(P) Recycling and Solid Waste Diversion and Source Reduction Education Services. The Franchisee will implement recycling, solid waste diversion and other source reduction education services program at no additional cost to the City. A Franchisee employee will be assigned to work with school officials, college officials and representatives from commercial, industrial, institutional and governmental organizations operating within the corporate limits of the City of Coalinga to improve solid waste diversion and source reduction. The Franchisee will carry out its education program using the following methods and advertising mediums:

(1) Advertise in the local newspaper the recycling materials, green waste materials and other solid waste that should be put in each of the three containers.

(2) Mail informative recycling program brochures in English and Spanish to all customers receiving a City utility bill.

(3) Local television advertisements placed on the local public-access cable television channel.

(4) Provide the City Finance Division with recycling program brochures and other solid waste diversion and source reduction education materials for community mailers and general distribution.

(5) Implement recycling programs, solid waste diversion and source reduction programs in all schools targeting administrators, teachers, classified staff and students.

(6) Assist school administrators and teachers with classroom and assembly presentations and environmental education curriculum development.

(7) Provide the City with any other appropriate education materials as needed to meet the source reduction and solid waste diversion goals of Assembly Bill 939.

(Q) Claremont Recyclable Materials Processing Center. The Franchisee, having assisted in the development of a recycling program at the Claremont Custody Center will, when available and with the prior approval of the Director of the Claremont Custody Center, provide at no charge to the Claremont Custody Center, limited quantities of recyclable materials for the purpose of conducting an inmate recycling training program. The types and quantity of the materials shall be determined by mutual agreement of the Franchisee and the Director of the Claremont Custody Center. The Franchisee will further assist the Claremont Custody Center in marketing any recyclable materials for the highest possible price. The Franchisee will provide 50 yard roll-off boxes as may be required and haul (at a cost of \$100 per box) the recyclable materials to a processing center and pay the city the income from the material sold. Any income remaining after costs shall be deposited in the Claremont Custody Center Inmate Welfare Fund.

(R) Additional Services. The Franchisee may provide additional special collection services requested by the City or by any customer that are directly related and ancillary to any of the other Franchise services authorized under this Franchise Agreement including Construction and Demolition (C&D) disposal services. Rates for Construction and Demolition Services shall be posted along with rates for all other services provided by the Franchisee. C&D containers shall be placed on private property whenever possible. If C&D containers must be placed in the public right of way, it shall be placed so as to not interfere with traffic or unnecessarily obstruct the driver or pedestrian views.

(S) Transfer Station. Franchisee desires to establish a Solid Waste Transfer Station in or around the City of Coalinga. Said transfer facility would allow Franchisee to transfer waste materials collected in and around the City of Coalinga to facilitate the economical transport of waste materials to land fills and municipal recycling facilities (MRF). The City is willing to consider the lease and/or sale of certain City owned property for the establishment of a solid waste transfer station. Any such facility will be required to comply with all development rules, regulations, and standards required of any development within the City as well as those established by the State of California.

SECTION 4.2 COLLECTION SERVICE OPERATING REQUIREMENTS:

(A) Collection Routes. The Franchisee shall establish and maintain collection routes in such manner to provide for the uniform and efficient collection of solid waste materials including recycling materials and green waste materials on a Monday-through-Friday basis and commercial, industrial, institutional and governmental customers on a Monday-through-Saturday basis. The Franchisee shall not schedule collection on Sundays, except as authorized by the City Manager. For all residential, commercial, industrial, institutional and governmental customers who require more than one (1) collection per week, the Franchisee shall schedule collections at appropriately spaced intervals throughout the work week, or as requested by the customer or the City. Any collection routes in place on the Franchise date may be reorganized from their current schedule in order to provide the highest level of service at the least cost. Changes to the collection routes and collection days must be reviewed, coordinated and approved by the City as provided in this Section and other applicable sections of this Franchise.

(B) Collection Route and Schedule Revisions. The Franchisee may request the City approve any revision to the collection routes or collection schedule that the Franchisee may propose. The City's approval of any such request may be withheld or delayed at the City's sole and absolute discretion. Upon such approval by the City, the Franchisee shall notify all affected customers at least seven (7) days prior to implementing the revision.

(C) Route Books and Maps. The Franchisee shall prepare route books and maps for each route, which outline specific routing information regarding the daily collection of solid waste materials including recycling materials and green waste materials. Route books and maps shall be kept current and made available to the City Manager for inspection and copying. Copies of the route books and maps shall be provided to the City Manager a minimum of two (2) weeks prior to implementation of each new route and revised copies shall be provided whenever the routes are revised.

(D) Workmanship. The Franchisee shall handle containers in a workmanlike manner with due regard for avoiding damage to containers, private property and public property. The Franchisee's employees shall travel to and from the streets, alleys or buildings on walkways, driveways, or roadways and shall take every precaution not to damage container enclosures, buildings, structures, shrubs, hedges, flower beds or grassed areas. All gates shall be properly latched when leaving the area serviced.

(E) Damage to Property. The Franchisee shall be responsible for any damage to private or public property caused by the company's officers, employees, agents or vehicles. Prompt response to damage claims is important to maintain City and customer support and confidence. The Franchisee shall respond to any claim of damage to private or public property caused by their officers, employees, agents or vehicles, within three (3) working days of receipt of oral or written notification to Franchisee of alleged Franchisee liability.

(F) Hours of Service. Except for Pleasant Valley State Prison (PVSP) and/or other governmental facilities with special pickup requirements, special pickups, collecting missed pickups, or due to emergencies, the Franchisee shall schedule no collection from any customer earlier than 6:00 a.m. or later than 6:00 p.m.

(G) Holidays. The Franchisee shall not be required to collect solid wastes needed to be taken to the landfill or other disposal facility on days that the landfill or other disposal facility is closed, except as may be required by contract with Pleasant Valley State Prison or other

governmental agency with special requirements. Franchisee may observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day holidays during which collection services will not be provided and Franchisee offices will be closed. Whenever a regular collection falls on such a holiday, the collection shall be made on the following working day, and collections shall become current within one (1) week thereafter.

(H) Non-Collection of Contaminated Recyclable Materials. The Franchisee shall use reasonable efforts to not collect recyclable materials or green waste materials from containers which also contain significant, visible amounts of other solid waste materials. In the event that the Franchisee determines that a particular container contains more than a significant, visible amount of such materials, the Franchisee shall place a tag (the contents of which shall be subject to the approval of the City Manager) on such container informing the customer of the reason for non-collection. In the event that the Franchisee determines that excessive amounts of contamination are being deposited in recyclable materials containers or green waste containers, the Franchisee shall take steps to identify customers who are the source of such excessive contamination and curtail such contamination. Such steps may include heightened examination of containers by drivers or other employees of the Franchisee, increased educational efforts, or other appropriate steps as determined by the Franchisee and the City, up to and including fines, penalties, discontinuation of service and/or legal remedies.

SECTION 4.3 CONTAINERS:

(A) Container Ownership and Provision of New Containers. The Franchisee shall purchase, own, maintain, provide, and distribute all containers required to properly provide the services required by this franchise at its own expense. However, the City, as of the initial Franchise date, owns one 90-gallon green automated container for each single-family residential dwelling unit and some small commercial and industrial customers. The City also owns, as of the initial Franchise date, a large number of 2-cubic-yard bins for the collection of solid waste from commercial, industrial, institutional and governmental customers. The Franchisee will continue to use these automated containers and 2-cubic-yard bins owned by the City. Franchisee agrees to purchase said containers from the City at a price to be determined by the City and the Franchisee. In addition to these containers already distributed throughout the City, the Franchisee has and will continue to provide each single-family residential dwelling unit and some small commercial customers (where appropriate) with an additional 90-gallon automated container for recycling materials and a 60-gallon automated container for other solid waste materials. Commercial, industrial, institutional and governmental customers will continue to be provided with additional 2-cubic-yard bins or 3-cubic-yard bins as needed. These additional automated containers and bins will be provided by the Franchisee at the Franchisee's cost and expense without additional compensation.

(B) New Container Specifications. The type, size and other specific physical requirements for new containers shall be determined by the Franchisee in consultation with the City, taking into consideration, the needs of the customer, access and the need to provide service in the most economical and efficient manner possible.

(C) Container Labels. All containers shall be appropriately labeled as approved in consultation with the City Manager to show what materials go into which containers, and other information to prevent commingling of recyclable materials and green waste with other solid waste and promotes full customer participation in the collection, solid waste diversion and recycling programs of the City.

(D) Container Replacement. The Franchisee will provide additional automated cans and bins or replacements as requested by the City or as requested by the customer for containers that are damaged, lost or stolen and/or when the customer requests a change in level of service. The Franchisee shall replace the container, within two (2) working days from the date such request has been received or Franchisee otherwise becomes aware of the need to replace any damaged or dilapidated container.

(E) Container Maintenance and Repair. The Franchisee shall be responsible for the general maintenance and repair of all containers including the steam cleaning, painting and repair of all bins for commercial, industrial, institutional and governmental customers. When and if requested, the Franchisee shall clean all commercial, industrial, institutional and governmental containers once every six (6) months, at the Franchisee's own expense. The Franchisee shall repair or replace, at its own expense, any container that is (1) damaged by the Franchisee, (2) damaged by the customer through normal wear and tear, or (3) damaged by others.

(F) General Requirements. After emptying any container, the Franchisee shall replace the container in an upright position at the place where such container was placed for collection. The Franchisee shall handle containers in a manner so as to prevent damage or spillage, and shall not throw containers after emptying them.

SECTION 4.4 COLLECTION LOCATIONS:

(A) General. The Franchisee is responsible for the collection of all solid wastes provided for in this Franchise, in accordance with applicable law, at the locations designated in Title 6, Chapter 2 of the Coalinga Municipal Code or at some other location as designated by the City. In the event that physical conditions, safety hazards or accessibility problems prohibit street collection, alley collection or other collection location designated by the City, the Franchisee shall immediately notify the City. In such circumstances, upon authorization by the City, the Franchisee shall make arrangements with the customer for a temporary collection location until the physical conditions, safety hazards or accessibility problems are corrected.

(B) Private Roads. The Franchisee shall, where necessary, traverse private roads in order to collect containers deposited by customers for collection. However, the Franchisee shall not be required to use private roads if the owner of such roads prohibits the use of them by the Franchisee.

(C) Container Enclosures. Where the collection location is within an enclosure constructed pursuant to the requirements of the City, the Franchisee shall use sufficient care in handling of such containers so as to prevent any damage to the enclosure, the enclosure doors, and adjacent buildings, facilities or public and private improvements. The Franchisee shall repair, (at its own expense) within ten (10) working days after notification from the City or customer, any such enclosure, adjacent buildings, facilities and public or private improvements damaged by it.

SECTION 4.5 GENERAL REQUIREMENTS RELATING TO COLLECTION:

(A) Franchisee's Employees. The following regulations shall govern the employees of the Franchisee:

(1) The Franchisee shall assign a qualified person or persons to be in charge of its operations in the City and shall inform the City of said person(s) identity and provide a description of his or her experience.

(2) To the extent permitted by applicable law, Franchisee shall, prior to hiring a driver and for all presently hired drivers for whom such reports have not been previously obtained, request a report or reports from that State of California indicating whether the individual is listed by the State as a sexual predator and/or has a felony record of violence with the State. Franchisee will not employ an individual as a driver if those reports show that the individual is so listed or has such a record unless the reports are demonstrated to be erroneous. Once each calendar year Franchisee shall request from the California Department of Motor Vehicles a report of violations committed by drivers employed by Franchisee and shall take such action, if any, as Franchisee deems appropriate based on such reports. Franchisee may satisfy these requirements with a background check performed by a third party in the business of providing such background checks. Franchisee shall be entitled to rely, without further inquiry, on the reports obtained from the State of California or such a third party.

(3) Franchisee shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection or who are otherwise directly involved in such services. Franchisee shall train its employees involved in collection to identify and not to collect excluded waste.

(4) Franchisee shall not permit its employees to demand, solicit or accept, directly or indirectly, any additional compensation or gratuity from members of the public for the collection services provided under this Franchise. Franchisee may permit its employees to accept small holiday gifts of nominal value.

(5) The Franchisee shall take all steps necessary to ensure that its employees performing collection services conduct themselves in a workmanlike manner, and as quietly as possible. All employees shall at all times of employment be dressed in clean uniforms with suitable identification. No employee may remove any portion of his or her uniform while working. The style and appearance of the employee uniforms shall be subject to the approval of the City.

(6) The City has the right to request the reassignment of any employee of the Franchisee who is negligent, discourteous in the performance of their duties or violates any provision of this Franchise or any federal, state, county or City law, ordinance, policy or regulation.

(7) The Franchisee shall provide suitable operating and safety training for all of his or her personnel.

(8) Each employee shall, at all times, carry a valid operator's license for the type of vehicle he or she is driving.

(B) Improper Loading of Containers. The Franchisee may decline to collect any solid waste including recyclable materials and green waste that (1) have not been properly loaded into containers; (2) have been compacted or otherwise placed, kept or accumulated in a manner such that the solid waste will not, of its own weight fall out of the container when such container is

turned upside down. The Franchisee shall tag any containers not collected pursuant to this Section, identifying the reason for such non-collection.

(C) Clean Up. The Franchisee shall cause all spills of solid waste materials occurring during the collection process (including waste spills due to tipping by animals or vandals of containers legally placed for collection) to be cleaned up immediately upon the occurrence of the spill. The Franchisee shall close all gates after making collections and shall avoid crossing private or public planting areas and grounds or jumping over hedges or fences.

(D) Authorized Non-Collection of Certain Solid Waste. The Franchisee shall not be required to collect materials outline in Section 3.1(F) of this Franchise or excluded materials as defined in Section 1.1(U) of this Franchise including (1) hazardous waste, (2) household hazardous waste, (3) infectious or medical waste or (4) self-haul waste.

(E) Record of Non-Collection. When any solid waste deposited for collection is not collected by the Franchisee, the Franchisee shall leave a notification tag indicating the reasons for such non-collection and the local, toll-free phone number of the Franchisee at which the customer can inquire as to the circumstances relating to the non-collection. This information shall either be in writing or by means of a checkmark on a form notification tag. The Franchisee shall maintain, at its place of business, a log listing all such circumstances at which collection is denied. The log shall contain the names of the premises involved, the date of such tagging, the reason for non-collection, and the date and manner of disposition of each case. The log shall be kept so that it may be conveniently inspected by the City upon request. The log shall be retained for the life of the Franchise thereto, and shall be turned over to the City upon the Franchise expiration or termination.

(F) Title to Recyclable Materials, Green Waste and Other Solid Waste. Title to recyclable materials, green waste and other solid waste shall be vested with the Franchisee until sold or otherwise disposed of in accordance with the terms of the franchise.

(G) Fees and Gratuities. The Franchisee shall not, nor shall it permit any agent, employee or subcontractor employed by it, to request, solicit, demand or accept, either directly or indirectly, any such compensation or gratuity for the collection of solid waste or for providing other services under this Franchise, except as such compensation is specially provided in this Franchise.

(H) Business License. The Franchisee and any of its subcontractors will be required to maintain a City business license during the term of this Franchise.

SECTION 4.6 OTHER SOLID WASTES:

The City acknowledges that this Franchise is granted only with respect to those services described in Section 3.1 of this Franchise, and does not include the collection, transportation and disposal of materials outline in Section 3.1(F) of this Franchise or excluded materials as defined in Section 1.1(U) of this Franchise including (1) hazardous waste, (2) household hazardous waste, (3) infectious or medical waste or (4) self-haul waste.

SECTION 4.7 DISPOSAL:

(A) Disposal Location. The City retains the right during the Franchise term to designate the “designated disposal site”, or multiple concurrent designated disposal sites, in its sole and

absolute discretion. The designated disposal site for recyclable materials and green waste materials shall be determined by the Franchisee in consultation with the City Manager. The designated disposal site for other solid waste collected under this Franchise currently is the Fresno County Coalinga Solid Waste Disposal Landfill, 30825 Lost Hills Road, Coalinga, California 93210. The Franchise may, in consultation with the City Manager, designate alternate disposal sites provided such alternate sites are cost effective and serve to maintain reasonable customer rates. The Franchisee shall transport and dispose of all solid wastes in accordance with applicable law, and shall comply with the requirements, rules and regulations of the owners or operators of the designated disposal sites. The Franchisee agrees that it shall not dispose of recyclable materials, green waste materials or other solid waste at other than designated disposal sites, or through any other type of disposal including incineration, except as may be required in emergencies resulting from uncontrollable circumstances as defined in Section 1.1(DDD) with the prior written approval of the City Manager.

(B) Disposal Records. The Franchisee shall keep and maintain such logs, records, manifests, bills of lading or other documents as the City Manager may deem to be necessary or appropriate to confirm compliance by the Franchisee with this Franchise and shall retain all weight slips or other call information provided to the Franchisee's drivers by the owner or operator of the designated disposal site.

(C) Solid Waste Origin and Weight Tracking. The Franchisee shall submit monthly tonnage reports that track both disposal and solid waste generator type, source reduction and diversion. The Franchisee shall work cooperatively with the owner or operator of the designated disposal site to assure all incoming solid waste from Coalinga is recorded and assigned to the City of Coalinga. The Franchisee shall keep, maintain, and provide the City Manager with a list of all collection vehicles operating within the Franchise area including each vehicle's license number, designated disposal site tare number, and general geographic areas of operation and collection. The Franchisee shall immediately notify the City and owner or operator of the designated disposal site in writing when new collection vehicles are added to the Franchise area, collection vehicles are used in a different geographic location within the Franchise area, tare weights are altered due to equipment modifications, or collection vehicles are removed from the Franchise area.

SECTION 4.8 CUSTOMER BILLING:

Franchisee shall be responsible for billing all customers on a monthly basis. Not as a requirement, but as an option to minimize billing costs, Franchisee may contract with the City to include Franchisee's regular monthly refuse billing as part of the City's regular utility billing process. Billing for special collection services, as outlined in Section 4.1 of this Franchise shall be the responsibility of the Franchisee. Franchisee shall develop a billing procedure satisfactory to the city, to insure proper accountability for all funds so collected. Nothing in this agreement shall prevent the Franchisee from contracting with the City for such special billing, provided the terms and conditions of such agreement are satisfactory to the parties, if not otherwise set forth in this Franchise agreement.

ARTICLE V

OPERATING ASSETS

SECTION 5.1 FRANCHISEE OPERATING ASSETS:

(A) Obligation to Provide. The Franchisee shall acquire and maintain at its own cost and expense Franchisee operating assets as defined in Section 1.1(QQ) of this Franchise. The number and capacity of the Franchisee's operating assets shall be sufficient to enable the Franchisee to provide the Franchise services in accordance with the terms and conditions of this Franchise.

(B) Vehicle and Equipment Identification. The Franchisee's name, local, toll-free phone number and vehicle or equipment number shall be visibly placed on both sides of its vehicles or other collection equipment used by the Franchisee. No other signs or markings shall be placed on the Franchisee's vehicles or other collection equipment without the prior approval of the City Manager except signs or markings relative to use of such equipment including traffic safety signs or markings or instructions regarding the filling or placement of collection bins.

(C) Vehicle Specifications, Maintenance and Appearance. All vehicles used by the Franchisee in providing the Franchise services shall (1) be registered with the California Department of Motor Vehicles (2) be kept clean and in good repair, and (3) be uniformly painted. Vehicles used to collect or transport solid waste materials shall be kept covered at all times except when such materials are actually being loaded or unloaded or when the vehicles are moving along a collection route in the course of collection. Any cover or screen shall be so constructed and used that solid waste shall not blow, fall or leak out of the vehicle onto the street. Collection vehicles shall be washed at least once every seven (7) days and cleaned and painted as required to maintain a like-new appearance. No advertisement or other display shall be carried on any collection vehicle without the written approval of the City Manager. All Franchise vehicles used in connection with this Franchise may be required to be inspected and approved by the City on a yearly basis. The Franchisee may have such inspection conducted by the California Highway Patrol, or other designated agency, and shall provide the results of such inspection to the City Manager within ten (10) working days of receipt.

(D) Replacement Vehicles. The City Manager may instruct the Franchisee to cease using any motor vehicle in the performance of services hereunder which the City Manager reasonably believes is unsafe or which does not comply with the provisions of this Franchise or any applicable law.

(E) Inventory of Operating Assets. The Franchisee shall furnish the City Manager with an inventory of operating assets used by the Franchisee to provide Franchise services under this Franchise, and shall update the inventory at least annually. Such inventory shall indicate the type, capacity and location of each vehicle and of each piece of equipment, and the date of acquisition and disposition.

SECTION 5.2 OPERATION AND MAINTENANCE OF THE OPERATING ASSETS:

The Franchisee, at its sole cost and expense, shall at all times (1) operate the operating assets in a sound and economical manner; (2) maintain, preserve, and keep the operating assets in good repair, working order and condition; (3) staff the operating assets with the appropriate number of hourly and salaried employees consistent with good management practices; and (4) make all necessary and proper repairs, replacement and renewals so that at all times the operation of the

operating assets may be properly and advantageously conducted. The Franchisee shall maintain the safety of the operating assets at a level consistent with applicable law, the insurance requirements, and prudent solid waste management practices.

SECTION 5.3 COMPLIANCE WITH APPLICABLE LAW:

The Franchisee shall comply with the rules and regulations governing the operation, use and services of the designated disposal sites as defined in Section 1.1(S) of this Franchise; and shall observe and adhere to all provisions, terms and conditions contained in the Coalinga Municipal Code and in the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) as amended, supplemented, superseded and replaced from time to time. The Franchisee shall maintain all licenses, authorizations, approvals, consents and legal entitlements required as defined in Section 1.1(KK) for its Franchise services and for its operating assets as defined in Section 1.1(OO). The Franchisee shall also comply with all valid acts, rules, regulations, orders and directions of any Governmental Body as defined in Section 1.1(DD) applicable to the operating assets and the Franchise services provided under this Franchise.

SECTION 5.4 TAXES, FEES AND UTILITY CHARGES:

The Franchisee shall pay all taxes and fees lawfully levied or assessed upon or in respect of the operating assets or the Franchise services, or upon any part thereof or upon any revenues of the Franchise, and provide and pay the cost of all utilities necessary for the operation of the operating assets and the provision of the Franchise services, when the same come due.

SECTION 5.5 INSURANCE:

The Franchisee shall at all times during the Franchise term and at its own cost and expense, obtain and maintain insurance on all the operating assets meeting the requirements as set forth below. If any useful part of the operating assets shall be damaged or destroyed, the Franchisee shall, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use to the extent required to perform the Franchise services in accordance with this Franchise.

(A) Commercial General Liability. \$5,000,000 combined single limit per occurrence for premises/operations, products, public display, bodily injury, personal injury and property damage. \$10,000,000 aggregate Broad Form Commercial General Liability is required (ISO 1993 or better) "Limits apply to this project individually."

(B) Automobile. \$5,000,000 per occurrence, \$10,000,000 aggregate. "Any Auto" coverage required.

(C) Employer's Liability. \$1,000,000 per accident for bodily injury.

(D) Workers' Compensation. As required for the State of California.

(E) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions, exceeding the five (5) percent limit of the policy must be declared to and approved by the City of Coalinga.

(F) Policy Endorsements. The General Liability and Automobile Liability policies must contain, or be endorsed to contain, the following provisions:

(1) The City, its elected officials, officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Franchisee; or vehicles owned, leased, hired, or borrowed by the Franchisee.

(2) For any claims related to this Franchise, the Franchisee's insurance coverage shall be the primary insurance with respect to the City, its elected officials, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, officers, officials, employees or volunteers shall be in excess of the Franchisee's insurance and shall not contribute to it.

(3) The insurer shall agree to waive all rights of subrogation against the City of Coalinga, its elected officials, officers, officials, employees or volunteers arising from work performed by the Franchisee for the City of Coalinga.

(4) Each insurance policy required shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

(G) Policy Endorsement Forms. The Franchisee shall furnish the City with original certificates and amendatory endorsements effecting the required coverage. The endorsements should be on forms that conform to the City's requirements and approved by the City Attorney. All certificates and endorsements are to be received and approved by the City before work commences in accordance with this Franchise. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the required coverage at any time. The Franchisee shall provide evidence of insurance each year on the anniversary date of the Franchise.

(H) Incident Reporting. The Franchisee agrees to disclose and report to the City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

ARTICLE VI

GENERAL REQUIREMENTS

SECTION 6.1 PUBLIC ACCESS TO THE FRANCHISEE:

(A) Office Hours. The Franchisee's office hours shall be, at a minimum, from 7:00 a.m. to 5:00 p.m. Monday through Friday and on Saturday from 8:00 a.m. to 12:00 Noon.

(B) Toll-Free and Emergency Telephone Customer Service Numbers. The Franchisee shall establish a local toll-free customer service number that shall be identified on all publications, bills and correspondence. The Franchisee shall maintain an emergency telephone number for use during other than normal business hours. The Franchisee shall have a representative, or an answering service to contact such representative, available at the emergency telephone number during all hours other than normal office hours. The Franchisee shall also

provide the City with night and weekend telephone numbers for senior officials of the Franchisee for use by the City Manager, public safety and other authorized personnel.

(C) The Franchisee shall, as a condition of extending the term of this Franchise, establish a local office, readily accessible to the public during the hours set forth in (A) above. Said office may be either a stand alone office, part of a general operation yard, Franchisee's transfer station, or such other facility established by the Franchisee in the City of Coalinga.

SECTION 6.2 SERVICE COMPLAINTS AND DEFFICENCIES:

(A) Complaints to Franchisee. The Franchisee shall maintain during office hours a complaint service and telephone answering system having an answering capacity satisfactory to the City Manager. All service complaints will be directed to the Franchisee. The Franchisee shall provide a bilingual, Spanish speaking, customer service representative to assist City residents that do not speak English. Copies of all complaints shall be given to the City Manager upon request. The Franchisee shall record all complaints, including the date and time, complainant name and address, and nature and date and time of resolution of complaint in a computer-based log. This log shall be available to the City as described in Section 6.3 (E) below.

(B) Required Response to Complaints. The Franchisee, within twenty-four (24) hours of its receipt from a customer or the City of a failure to provide Franchise service as required by the terms of this Franchise, shall collect such solid waste materials, provided such solid waste materials are in containers, and have been placed in City-approved collection locations. Missed pick-ups that are called in by 12:00 p.m. shall be picked up on the same day; missed pick-ups called in after 12:00 p.m. shall be picked up no later than the following day. For service complaints, the Franchisee shall have forty-eight (48) hours to resolve or attend to the complaint. Franchisee customer-service representatives shall call customers after complaint resolution to confirm that the results are satisfactory. Where a particular complaint cannot be amicably resolved, the matter may be referred by the Franchisee or customer to the City Manager. The City Manager or his or her designee, shall take such steps as may be necessary to conduct an adequate investigation of the circumstances surrounding such complaint, and based thereon resolve the dispute. The City Manager's decision with reference thereto shall be binding upon the parties to the dispute and shall be final and conclusive.

(C) Performance Review and Quality of Service. At the City's sole option, with thirty (30) days written notification to the Franchisee, the City Council may conduct a public hearing at which the Franchisee will be present and will participate, to review the Franchisee's performance, quality of service and provide for evaluation of technological and regulatory changes. The reports required by this Franchise Agreement may be used as a basis for review. Performance and service quality review hearings may be scheduled by the City at its discretion throughout the term of the Franchise. If any non-compliance with the Franchise is found, the City may direct the Franchisee to correct the inadequacies in accordance with the terms of this Franchise.

SECTION 6.3 ACCOUNTING AND RECORDS:

(A) Maintenance and Audit of Records. The Franchisee shall maintain in its principal office full and complete financial and accounting records prepared on an accrual basis in accordance with generally accepted accounting principles. Such records shall be subject to audit and inspection by the City and its authorized officers, agents or employees, at any reasonable time at the Franchisee's principal office. The gross receipts derived from the Franchise services under this Franchise, whether such services are performed by the Franchisee or by a

subcontractor or subcontractors, shall be recorded as revenues in the accounts of the Franchisee. The Franchisee shall maintain the preserve all financial and disposal records for a period of not less than five (5) years following the expiration or termination of the Franchise.

(B) Inspection of Franchisee's Accounts and Records. The Franchisee's service levels and disposal records shall be available at the Franchisee's local office at any time during regular business hours for inspection and audit by the City during the term of this Franchise and for a period of five (5) years following the expiration or termination of the Franchise.

(C) Delivery of Financial Reports to City. The Franchisee shall furnish at its sole cost and expense complete annual financial statements of the Franchisee to the City Manager necessary to reconcile any financial determinations related to this Franchise, including customer revenues and service fees. Such statements should include those records applicable to the services defined in this Franchise.

(D) Recycling Materials and Green Waste Information. The Franchisee shall maintain in its principal office full and complete financial and accounting records pertaining to cash, billing, purchase, processing, shipping and sale of all recycling materials and green waste collected, processed and sold under the provisions of this Franchise. Records shall be kept for recyclable materials and green waste collected by the Franchisee. Said records shall be subject to the inspection provisions described in Section 6.3(B) of this Franchise.

(E) Computer System. The Franchisee shall maintain a computer data base that includes the (1) complaint log required to be maintained by the Franchisee, (2) records of missed pickups, (3) records of daily container delivery, (4) route information, (5) container servicing and (6) notification tagging for container contamination, container placement or other reasons. The Franchisee shall provide the City with access to this information.

SECTION 6.4 RULES AND REGULATIONS ESTABLISHED BY THE CITY COUNCIL OR CITY MANAGER:

The City Council and/or the City Manager retain the power to establish reasonable rules and regulations relating to the accumulation, collection, transportation, recycling and disposal of recycling materials, green waste materials and other solid waste not inconsistent with the provisions of this Franchise or applicable state and county regulations, provided that such rules and regulations are found to be reasonably necessary by the City Council and/or the City Manger for enforcement of the provisions of this Franchise, or any applicable laws and for the preservation of the public health, safety and welfare.

SECTION 6.5 PERFORMANCE BOND:

The Franchisee shall furnish, maintain and file with the City a corporate surety bond, or other acceptable surety, approved by the City Attorney and City Manager executed by the Franchisee and by a corporate surety, in the sum of fifty-thousand dollars (\$50,000). Such surety bond shall permit the City to draw upon it in the event the Franchisee fails to perform its obligations hereunder. The surety bond shall serve to secure the performance of the Franchise services, and the amount thereof shall in no way limit the damages which may be payable hereunder upon any breach hereof by the Franchisee.

SECTION 6.6 SUBCONTRACTORS:

The Franchisee shall not use any subcontractors for the performance of Franchise services unless the consent of the City is first obtained. Any such consent may be withheld, conditioned or delayed at the sole and absolute discretion of the City Council and/or the City Manager.

SECTION 6.7 MONITORING AND REPORTING:

(A) Records. The Franchisee shall maintain, in its principal and local office records of the (1) quantities of solid waste collected and disposed of under the terms of this Franchise, (2) recyclable materials by type collected, purchased, processed, sold, donated or given for no compensation, and residue disposed, and (3) green waste collected, received, purchased, processed, sold, donated, and given for no compensation and residue disposed. Quantities by type of recyclable materials collected by Franchisee may be determined by estimates based on load sampling to characterize the contents of each commingled material load, using an industry sample protocol or by a sample protocol established by mutual agreement of the City and the Franchisee. Said records shall be subject to inspection provisions described in Section 6.3(B).

(B) Solid Waste Disposal and Characterization Studies. The Franchisee shall, at no additional compensation, cooperate with and assist the City in the performance of periodic waste disposal and characterization studies to be defined by the City.

(C) Collection Monitoring. The Franchisee shall monitor its collection of recyclable materials, green waste and other solid waste materials as provided in Section 4.2(H) of this Franchise to (1) ensure compliance with City waste diversion and recycling programs and (2) prevent commingling of recyclable materials with other solid wastes, in particular plastics and other inorganics in the green waste stream. The Franchisee shall allow a person designated by the City Manager to ride with the Franchisee collection vehicles on any route or routes.

(D) Reporting.

(1) Monthly Solid Waste Collection Report. Report shall indicate the number of tons of recycling material, green waste and other solid waste collected, transported, processed and disposed of during the month. If applicable, the report should also indicate, by material type (and grade where appropriate), monthly totals of quantities sold and should specify the purchaser name, price received per ton, and total payment. If applicable the report should indicate any quantities by material type, donated or otherwise disbursed without compensation. The report format shall be determined by the Franchisee and the City Manager.

(2) Monthly Praises, Complaints, Missed Pickups, Problems and Resolutions Report. The report should summarize any praises, complaints, missed pickups, responses and resolutions to such service calls. In addition, the report should also indicate the type and number of notification tags left on customer premises, collection problems, significant changes in recycling market factors and instances of property damage or injury, poaching or scavenging. The report format shall be determined by the Franchisee and the City Manager.

(3) Annual Report. The Annual Report should be a compilation of the monthly reports described in this Section along with other appropriate data and trends relating to the collection of solid waste in the community. The Annual Report should also provide a

summary of public education and information activities undertaken during the year, including the distribution of individual customer literature, collection notification tags, community information, community events, facility tours and other activities. The Annual Report should also provide an analysis of the collection, processing and marketing problems and conditions and possible solutions. The report should also describe any perceived needs for public education. The report format shall be determined by the Franchisee and the City Manager and the report shall be presented to the City Council for its consideration.

(4) Other Reports. The Franchisee shall furnish the City with any additional reports requested by the City Council, City Manager or as may be required by Assembly Bill 939 or any Government Body having regulatory authority over the collection, transportation and disposing of solid waste in the City. The Franchisee may provide other information and reports as the Franchisee deems beneficial to the City in analyzing and reviewing the results of service provided under this Franchise. Said reports shall be in a format determined by the Franchisee and the City Manager.

SECTION 6.8 RESEARCH AND DEVELOPMENT:

The Franchisee agrees to take a proactive approach on its own initiative and to cooperate with the City in pursuing new technologies, management techniques and markets through pilot programs or other similar activities to improve cost-efficiencies, product quality and to increase waste diversion and material recovery from the collection and processing services described in this Franchise. The Franchisee and the City, by mutual agreement, will determine the scope of work, timing, costs, and compensation, if any, due to Franchisee to accomplish the purposes of this paragraph. The Franchisee shall provide the City on request, with a written summary report identifying the results and conclusions of such research or pilot programs. In the context of the objectives of this paragraph, the Franchisee will meet with the City, as requested, to evaluate the performance of the Franchise services and to examine new market opportunities for the processed recycled materials produced by the Franchise services.

ARTICLE VII COMPENSATION

The revenues collected by the Franchisee from customers for any of the collection services provided pursuant to this Franchise, including the sale of recyclable materials, construction and demolition materials, special service charges, etc., shall be the Franchisee's sole compensation for all services provided and all obligations of the Franchisee required by this Franchise Agreement.

ARTICLE VIII FRANCHISE FEE AND CITY SURCHARGES

SECTION 8.1 FRANCHISE FEE:

During the term of this Franchise, the City shall be entitled to receive from the Franchisee a Franchise Fee in the amount of 15 percent of the total gross receipts earned within the corporate limits of the city. Total gross receipts shall mean all revenue derived directly from customer rates

for solid waste services within the City limits for commercial, residential, construction, and demolition collections. The Franchisee Fee shall be paid monthly to the City pursuant to this agreement, in a method approved by the City manager. Documentation shall be provided as evidence of the gross receipts collected. Said Franchise fee is intended to compensate the general fund of the City for the cost of administration of the Franchise Agreement, maintenance of public right of way, code enforcement, and other activities related to the collection of solid waste, and for the right to be the exclusive provider of solid waste collection services within the City of Coalinga.

SECTION 8.2 CITY SURCHARGES:

Should the Franchisee elect to utilize the Utility Billing and Collection Services of the City, the City shall be entitled to retain any and all late charges or other surcharges levied related to the collection of revenues for the Franchisee. In addition, should the City enact any fees for the administration and maintenance of a solid waste management plan pursuant to AB 39 said charges shall be included in the refuse collection rate.

ARTICLE IX **DEFAULT, TERMINATION FOR CAUSE** **AND DISPUTE RESOLUTION**

SECTION 9.1 RIGHT OF CITY TO PERFORM SERVICES IN CERTAIN CIRCUMSTANCES:

(A) Franchisee Failure to Collect Solid Wastes for Any Reason. Should the Franchisee, for any reason whatsoever, fail, refuse or be unable to collect, transport and dispose of any or all solid wastes which it is herein obligated to collect, transport and dispose of in the time and manner and as herein this Franchise provided, for a period of more than seventy-two (72) hours, or if in any lesser time period solid wastes should accumulated in the City to such an extent, in such manner, or for such time that the City Manager or City Council should find that such accumulation endangers or menaces the public health, safety, welfare, then, in any of those events, the City shall have the right, upon notice to the Franchisee, during such period, to take possession of any or all of the operating assets necessary in the collection, transportation, processing and disposal of the solid wastes, kept or accumulated in the City, and use such property to collect, transport and dispose of any or all solid wastes which the Franchisee would otherwise be obligated to collect, transport and dispose of pursuant to this Franchise. The Franchisee agrees that in such event it will fully cooperate with the City to effect such a transfer of possession of the operating assets for the City's use of the same for the collection, transportation and disposal of solid waste materials. The Franchisee agrees that, in such event, the City may take possession of and use all of the operating assets for the above-mentioned purposes without paying the Franchisee or any other person any rental or any other charges or compensation whatsoever for such possession and use. The City may in such circumstances operate the operating assets with its employees, or cause the operating assets to be operated by subcontractors to the City.

(B) Franchisee Repair. The Franchisee further agrees that, in the circumstances described in subsection (A) above, the Franchisee shall, if the City so requests, keep in good repair and condition all of the operating assets, service all motor vehicles necessary for continued operations with gasoline, oil and other necessary service, provide such other service as my be

necessary to render the operating assets operational and ready for use in collecting, transporting and disposing of solid wastes, all free of any and all costs or expenses to the City.

(C) City Use of Franchisee Personnel. The Franchisee further agrees that, in such an event, the City, if it so desires may immediately engage any or all personnel necessary for the collection, transportation and disposal of solid wastes produced, kept or accumulated in the City, and that such employees or personnel may include, if the City so desires, employees or personnel theretofore or then employed by the Franchisee. The Franchisee further agrees that, if the City should so request, the Franchisee shall furnish to the City, free of cost, services of any or all management or office personnel then in the employ of the Franchisee whose services are necessary for such operations.

(D) Franchisee Reimbursement. The Franchisee further agrees that, in such an event, it shall reimburse the City for any and all costs and expenses incurred by the City in taking over possession of the operating assets and in the collection, transportation and disposal of solid wastes in such manner, and to such an extent as would otherwise be required of the Franchisee under the terms of this Franchise, which costs and expenses are in excess of the amount the City would have been required to pay the Franchisee for providing services. In such event, the City shall submit a reimbursement statement to the Franchisee. Each statement shall list such costs and expenses, and the reimbursement by the Franchisee shall be no later than fifteen (15) days from and after each such submission. In the event the reimbursement is not made, the City may draw upon the security required to be maintained.

(E) Franchisee Resumption of Service. It is further agreed that the City, upon seven (7) days written notice, may at any time, at their discretion, relinquish possession of any or all of the operating assets to the Franchisee and thereupon demand that the Franchisee resume the collection, transportation and disposal of solid wastes as provided in this Franchise, whereupon the Franchisee shall be bound to resume the same.

(F) City Performance Not a Taking. It is specifically understood and agreed that the City's exercise of its rights under this Section: (1) does not constitute a taking of private property for which payment must be made; (2) shall not create any liability on the part of the City to the Franchisee; and (3) that the indemnity provisions of Section 9.1 of this Franchise are meant to include circumstances arising under this Section.

(G) Duration of City's Rights. The City's right under this Section to retain temporary possession of the operating assets, and to render collection, transportation and disposal services, shall terminate at the earlier of: (1) the time when such services can, in the reasonable judgment of the City, be resumed by the Franchisee, or (if earlier), (2) at the time when the City no longer requires the operating assets, as determined by the City, or (3) the expiration of twelve (12) months from the date the City took possession, or (4) the Franchise can be re-let to bid if the Franchisee is no longer able to perform.

(H) Security for City's Rights. The Franchisee is required to provide a performance bond, in accordance with the provisions of Section 6.5 of this Franchise, in order to secure the City's rights under this Section. The City may (but shall not be required to) cure any default of Franchisee in the manner described in this Section above, and may then look to Franchisee or Franchisee's bond for repayment.

SECTION 9.2 EVENTS OF DEFAULT OF FRANCHISEE:

(A) Event of Default Defined. Each of the following shall constitute an event of default on the part of the Franchisee:

(1) Certain Events of Non-Compliance. Any transaction, without any requirement of notice or cure opportunity, not complying with the requirements of Section 3.2 or Section 3.3 of this Franchise.

(2) Failure to Deliver to Designated Disposal Sites. Except for uncontrollable circumstances as defined in Section 1.1(DDD) of this Franchise, the failure by the Franchisee for any reason, to deliver required solid wastes to the designated disposal sites, on a consecutive basis throughout the term of this Franchise.

(3) Missed Collections. The failure of the Franchisee, except as may be excused by uncontrollable circumstances as defined in Section 1.1(DDD) of this Franchise, to make at least 99.95% of the gross number of scheduled collections in any Franchise year.

(4) Improper Disposal. Disposal by the Franchisee of recyclable materials or green waste in any landfill.

(5) Refusal to Timely Provide or Falsification of Report. Refusal to timely provide any report or falsification by the Franchisee of any report or document required to be provided by the Franchisee under this Franchise.

(6) Voluntary Bankruptcy. The written admission by the Franchisee that it is bankrupt, or the filing by the Franchisee of a voluntary petition under the Federal Bankruptcy Code, or the consent by the Franchisee to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the Franchisee of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary, regardless of how designated, of all or a substantial portion of the Franchisee's property or business.

(7) Involuntary Bankruptcy. The final adjudication of the Franchisee as a bankrupt after filing of an involuntary petition under the Bankruptcy Act, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Franchisee nor until the order of the adjudication shall be regarded as final unless and until the same is no longer being contested by the Franchisee nor until the order of the adjudication is no longer appealable.

(8) Failure to Provide Performance Bond. The failure of the Franchisee to provide or maintain the performance bond required pursuant to Section 6.5 of this Franchise, without any requirement of notice or cure opportunity.

(9) Other Failure to Perform. Failure or refusal of the Franchisee to perform any term, covenant, obligation or condition contained in this Franchise.

(B) Procedures. Other than failure or refusal described in items (1) or (5) above, the City shall not have the right to terminate this Franchise under this Section unless:

(1) The City has given prior written notice to the Franchisee, stating that a specific failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Franchise on the part of the Franchisee and which will, in its opinion, give the City a right to terminate this Franchise for cause under this Section unless such default is corrected within fifteen (15) days; and

(2) The Franchisee has neither challenged in an appropriate forum the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Franchise nor corrected or diligently taken steps to correct such default within such fifteen (15) day period from the receipt of notice given pursuant to the clause (a) of this subsection (but if the Franchisee shall have diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute an event of default for as long as the Franchisee is continuing to take such steps to correct such default).

(E) Waiver of Defenses. The Franchisee acknowledges that it is solely responsible for providing Franchise services described herein, and hereby irrevocably and unconditionally waives the following defenses to the performance of its obligations under this Franchise: any defense based upon failure of consideration, contract of adhesion, impossibility or impracticability of performance, commercial frustration of purpose, or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event or contingency that may be a basic assumption of the Franchisee with regard to any provision of this Franchise.

(F) Enforcement Costs. The Franchisee agrees to pay to the City all fees and expenses incurred by or on behalf of the City in enforcement payment or performance of the Franchisee's obligations hereunder if such non-performance results in a judicially determined event of default by the Franchisee.

SECTION 9.3 NO WAIVERS:

No action of the City or Franchisee pursuant to this Franchise (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Franchise. No course of dealing or delay by the City or Franchisee in exercising any right, power or remedy under this Franchise shall operate as a waiver thereof or otherwise prejudice such party's rights, power and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the City of the Franchisee under this Franchise shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

SECTION 9.4 NO CONSEQUENTIAL OR PUNITIVE DAMAGES:

In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Franchise, or the material inaccuracy of any representation made in this Franchise, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 9.5 FORUM FOR DISPUTE RESOLUTION:

It is the express intention of the parties that all legal actions and proceedings related to this Franchise or to the Franchise services or to any rights or any relationship between the parties arising from Franchise shall be solely and exclusively initiated and maintained in courts of the State and California or the United States of America having appropriate jurisdiction.

SECTION 9.6 ADMINISTRATIVE REVIEW OF DISPUTES:

Either party hereto may give the other party written notice of any dispute with respect to the Franchise. Such notice shall specify a date and location for a meeting of the parties at which such parties shall attempt to resolve such dispute. The City Manager shall keep a record of the proceedings conducted and information presented during such meeting. In the event that such dispute cannot be resolved by the parties within thirty (30) days or seven (7) days if it involves a dispute under Section 8.1 above, the matter may be referred by either party to legal proceedings.

SECTION 9.7 CRIMINAL ACTIVITY OF THE FRANCHISE:

Should the Franchisee or any of its officers or directors be "found guilty" of felonious conduct relating to the Franchise services, or other felonious conduct involving (1) a price fixing conspiracy (2) illegal transport or disposal of hazardous or toxic materials, or (3) bribery of public officials, the City reserves the right to:

- (A) Unilaterally terminate this Franchise.
- (B) Exercise all other remedies available to the City as if Franchisee default had occurred.
- (C) Imposed such other sanctions (which may include financial sanctions or any other conditions deem appropriate short of termination) as the City and Franchisee shall mutually agree. Such action shall be taken after the Franchise has been given notice and an opportunity to present evidence of mitigation. The term "found guilty" shall be deemed to include any judicial; determination that the Franchisee or any of its officers, directors or employees is guilty and any admission of guilt by the Franchisee, or any of its officers, directors or employees including, but not limited to, the pleas of "guilty," "nolo contendere," "no contest," or "guilty of a lesser felony," entered as part of any plea bargain. Notwithstanding the foregoing, if such officers, directors or employees are acting in their own behalf in their individual capacities as officers, directors or employees, the Franchisee shall dismiss or remove such officers, directors or employees and take all action necessary and appropriate to remedy any breach of this agreement.

ARTICLE X **MISCELLANEOUS PROVISIONS**

SECTION 10.1 INDEMNIFICATION:

The Franchisee agrees that it will protect, indemnify and hold harmless the City and its elected officials, officers, employees, representatives, agents, volunteers, subcontractors (the "City Indemnified Parties") from and against (and pay the full amount of) all liabilities, actions, damages, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees (collectively, "Loss-and Expenses" as defined in Section 1.1(MM)), and will defend the

City's indemnified parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) negligence of the Franchisee or any of its officers, members, employees, agents, representatives or subcontractors in connection with its obligations or rights under this Franchise, (2) the collection, transportation, handling, storage, processing, marketing or disposal of solid wastes, (3) a Franchise breach, (4) any claim for any finder's fee or brokerage fee or other commission resulting from any services alleged to have been rendered to or performed on behalf of the Franchisee with respect to this Franchise or any of the transactions contemplated hereby, (5) the performance or non-performance of the Franchisee's obligations under this Franchise, (6) failure of the City to comply with Assembly Bill 939, or (7) any alleged violation of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et. seq. The Franchisee shall not, however, be required to reimburse or indemnify any of the City's indemnified parties for any loss-and-expense to the extent any such loss-and-expense is due to (1) any City breach, or (2) the negligence or other wrongful conduct of any City indemnified party. These indemnification provisions are for the protection of the City indemnified parties only and shall not establish, of themselves, any liability to third parties. The provisions of this subsection shall survive termination of this Franchise.

SECTION 10.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY:

(A) Performance Excused. Except as otherwise specifically provided in this Franchise, neither the Franchisee nor the City shall be liable to the other party for any failure or delay in the performance of any obligation under this Franchise (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an uncontrollable circumstance as defined in Section 1.1(DDD) of this Franchise.

(B) Notice, Mitigation. The party experiencing an uncontrollable circumstance shall notify the other party by telecommunications or telephone and in writing, within twenty-four (24) hours after the party experiencing such uncontrollable circumstance first knew of the commencement thereof, followed within two (2) days by a written description of (1) the uncontrollable circumstance and the cause thereof (to the extent known), (2) the date the uncontrollable circumstance began and the cause thereof, its estimated duration, and the estimated time during which the performance of the party's obligations hereunder will be delayed, and (3) potential mitigating actions which might be taken by the Franchisee or City. Each party shall provide written notice of the cession of such uncontrollable circumstance within twenty-four (24) hours thereof. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefore and resume performance under this Franchise. While the delay continues, the Franchisee or City shall give daily notice to the other party updating the information previously submitted.

SECTION 10.3 RELATIONSHIP OF THE PARTIES:

Neither party to this Franchise shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The Franchisee is an independent contractor and Franchise holder and nothing in this Franchise shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 10.4 NON-DISCRIMINATORY SERVICE:

The Franchisee shall not discriminate nor permit discrimination by any of its officers, employees, agents and representatives against any person because of age, race, color, religion, national origin, ancestry, sex, marital status, or physical or mental disability. The Franchisee shall provide the same good quality service throughout the City without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

SECTION 10.5 ACTIONS OF CITY IN ITS GOVERNMENTAL CAPACITY:

Nothing in this Franchise shall be interpreted as limiting the rights and obligations of the City in its governmental and regulatory capacity.

SECTION 10.6 BINDING EFFECT:

This Franchise shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions hereof.

SECTION 10.7 AMENDMENTS:

Neither this Franchise nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties.

SECTION 10.8 NOTICES:

Notice given pursuant to this Franchise shall be in writing and shall be given by personal service upon the party to be ratified, or by United States Postal Service or its lawful successor, postage prepaid, addressed as follows:

TO CITY:

City Manager
City of Coalinga
155 West Durian
Coalinga, California 93210.

TO FRANCHISEE:

Mid Valley Disposal, Inc.
P.O. Box 12385
Fresno, California 93777

Notice shall be deemed to have been given hereunder as of the date of personal service, or four (4) consecutive calendar days following the date of deposit of the same in the custody of the United States Postage Service.

SECTION 10.9 SURVIVABILITY:

Notwithstanding the termination of the Franchise, the right of the parties hereto to prosecute legal claims against each other and against third parties shall survive such termination and shall not be affected by such termination.

SECTION 10.10 FURTHER ASSURANCES:

Each party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Franchise.

THE PARTIES HERETO CAUSE THIS FRANCHISE TO BE EXECUTED BY THE RESPECTIVE REPRESENTATIVES:

CITY OF COALINGA

By: 
Stephen Julian, City Manager

Date: _____

MID VALLEY DISPOSAL INC.

By: 
Jay Kalpakoff, President

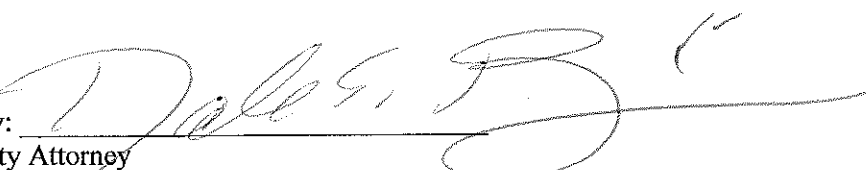
Date: 9/26/06

ATTEST:

By: 
Cindy Johnson, City Clerk/Deputy City Clerk

By: 
Roy Mendrin, Vice President

APPROVED AS TO FORM:

By: 
City Attorney

Miscellaneous Charges

City of Coalinga

Residential (City Bill)

Extra Pick-up/Go Back (Automated can)	\$ 7.00
Contaminate Recycling Cart	\$ 8.00
Replacement Cart	\$ 55.00

Roll-off (MVD Bill)

Delivery	\$ 25.00
Load Charge	\$ 210.00 + Landfill
Rent-A-Bin (2 yard) (10 days rental+ 2-dumps)	\$ 105.00
Extra Dump	\$ 45.00

Commercial (City Bill)

Extra Pick Up (2 yard)	\$ 35.00
Go Back Fee	\$ 25.00
Contaminated Bin (2 yard) (Recycling Blue)	\$ 40.00

Bulky Clean Up (On Call/ MVD Bill)

Couch	\$ 25.00
Washer/Dryer	\$ 18.00
Tire(Small Passenger)	\$ 5.00
TV	\$ 25.00
Bagged Trash (per yard)	\$ 25.00
Refrigerator	\$ 25.00

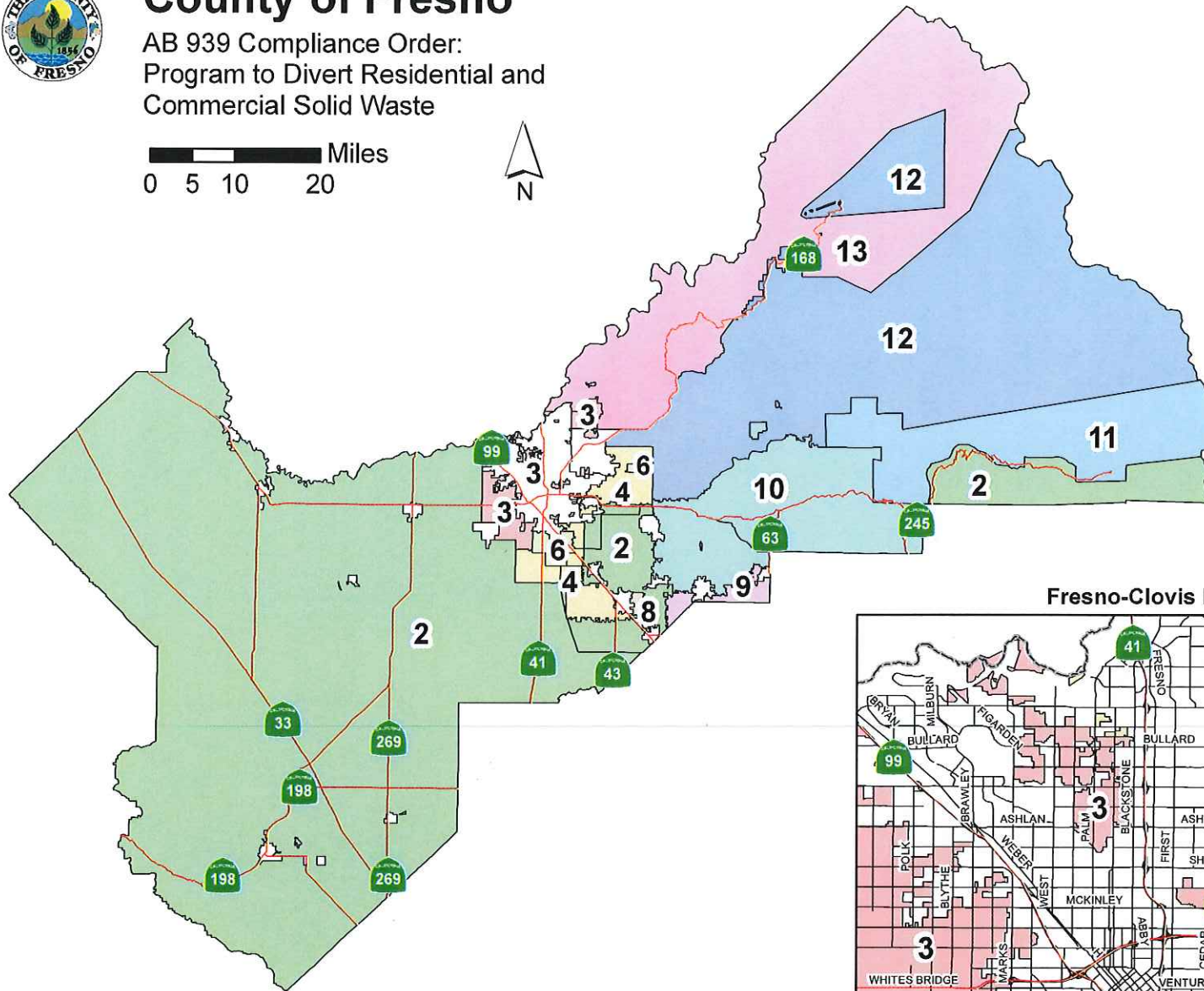
Service	Customer Rate	Franchise fee	Hauler Rate
Residential	\$22.65	\$3.40	\$19.25
Second trash	\$36.00	\$5.40	\$30.60
Commercial	\$27.50	\$4.13	\$23.38
1-2-2-	\$131.50	\$19.73	\$111.78
1-2-3-	\$184.00	\$27.60	\$156.40
1-2-4-	\$225.00	\$33.75	\$191.25
1-2-5-	\$287.00	\$43.05	\$243.95
1-2-6-	\$365.50	\$54.83	\$310.68
1-2-7-	\$301.57	\$45.24	\$256.33
1-3-2-	\$197.00	\$29.55	\$167.45
1-3-3-	\$276.00	\$41.40	\$234.60
1-3-4-	\$352.50	\$52.88	\$299.63
1-3-5-	\$431.00	\$64.65	\$366.35
1-3-6-	\$510.00	\$76.50	\$433.50
Prison Bins			
1-3-2-	\$226.55	\$33.98	\$192.57
1-3-3-	\$317.50	\$47.63	\$269.88
1-3-4-	\$405.50	\$60.83	\$344.68
1-3-5-	\$495.50	\$74.33	\$421.18
1-3-6-	\$584.00	\$87.60	\$496.40



County of Fresno

AB 939 Compliance Order:
Program to Divert Residential and
Commercial Solid Waste

0 5 10 20 Miles



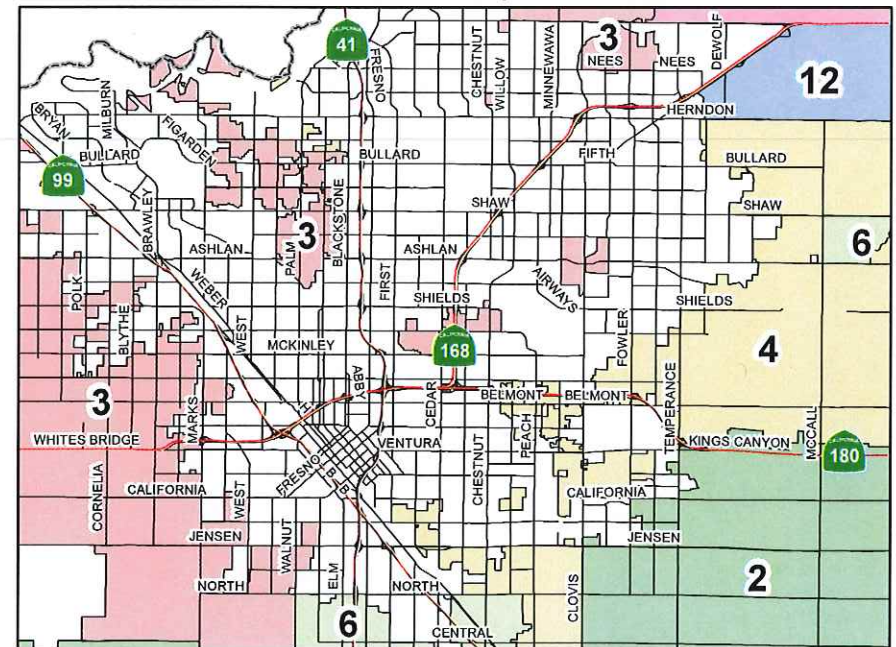
Haulers' Exclusive Service Areas

- 2 Mid-Valley
(Firebaugh, Sunset, &
Waste Connections)
- 3 Republic Services (Allied Waste)
- 4 Waste-Management
- 6 IWS
- 8 Selma LLC
- 9 Pena
- 10 Miramonte
- 11 Tule Trash (Sequoia Disposal)
- 12 Granite (Rancheria)
- 13 Western (Ponderosa)

Incorporated Cities

- (Not included in program)

Fresno-Clovis Metropolitan Area





2016 AND Beyond





Proposal

Mid Valley Disposal would be pleased to have the opportunity to continue serving the City of Coalinga for another 10 years.

- ✓ *Continue* to act as a community partner and sponsor to many local organizations and businesses
- ✓ *Continue* to keep Coalinga safely within CalRecycle mandates
 - ✓ New mandate AB1826 requires all businesses compost their organic waste.
 - ✓ A contract extension will help to fund a GORE covered composting system expansion following AB1826, and will keep Coalinga in *continued* compliance with all new mandates.
- ✓ *Continue* to offer the lowest cost for the highest quality service in the Valley



Mid Valley Disposal has enjoyed a 10 year relationship with the City of Coalinga.

- Increasing recycling efforts and diversion rates.
- Spending time in the community educating residents and business owners
- Teaching about the importance of recycling programs for Coalinga's neighborhoods
- Tracking consistent improvements in recycling participation





Mid Valley Disposal in Coalinga

1997 – Company founded, and operations began within the San Joaquin Valley

2000 – AB 939 passed, **required 50%** total recycling diversion

2001 – CITY DIVERSION RATE: **33%**. Before Mid Valley Disposal's service.

2004 – Mid Valley Disposal implemented services within the City of Coalinga

- brought 3 cart system to residential customers

2005 – CITY DIVERSION RATE: **52%**

- within one year of MVD's service implementation, Coalinga started meeting state mandates.

2007 – SB 1016 passed, changing recycling diversion requirements from 50% total to 3.8 pounds per person, per day.

DIVERSION: **3.2 POUNDS PER PERSON PER DAY.**

2009 - DIVERSION: **2.8 POUNDS PER PERSON PER DAY.**

2010 – Coalinga Landfill closed. Mid Valley Disposal opened Recycling and Transfer Station in Coalinga.

2010 – AB 341 passed, mandating recycling at all commercial businesses.

- Mid Valley Disposal visited every business in Coalinga to educate business owners and managers on the new law, and to provide assessments and ongoing support.



Mid Valley Disposal in Coalinga

2010 – CALGreen Building Standards Code passed.

- Implemented Construction & Demolition recycling, helped the City rewrite C&D ordinance, and educated contractors on the new laws and requirements

2011 – DIVERSION: **2.8 POUNDS PER PERSON PER DAY.**

2012 – Deducted 10,000 tons of misallocated tonnage from Coalinga's Annual Report to CalRecycle. Saved Coalinga time, money, and CalRecycle inquiries

2013 – Holding steady under *SB 1016*.

DIVERSION: **2.8 POUNDS PER PERSON PER DAY.**

Staying well within safe range with CalRecycle.

2014 – *NEW LAW* *AB 1826* has passed, mandating all organic waste generating sites within California, both commercial and residential, recycle all food and organic waste.





Recycling Success

Business/Commercial Support

- ✓ Our recycling team visits **every commercial account** within Coalinga **twice annually**, and speaks with property managers, store managers and owners, and provides recycling education and information. All non-compliant businesses receive **follow-up calls and visits** to get them on track with the state and City's recycling goals.

Residential Support

- ✓ Twice yearly, our recycling team dedicates a week to walking Coalinga neighborhoods, conducting **waste assessments**, on curbside recycling and green waste carts for signs of contamination. Through use of this program, we have seen **vast improvements** in Coalinga's residential recycling rates!
 - ✓ 2013 - **612 contamination tags** issued
 - ✓ One year later...2014 - **375 tags** issued

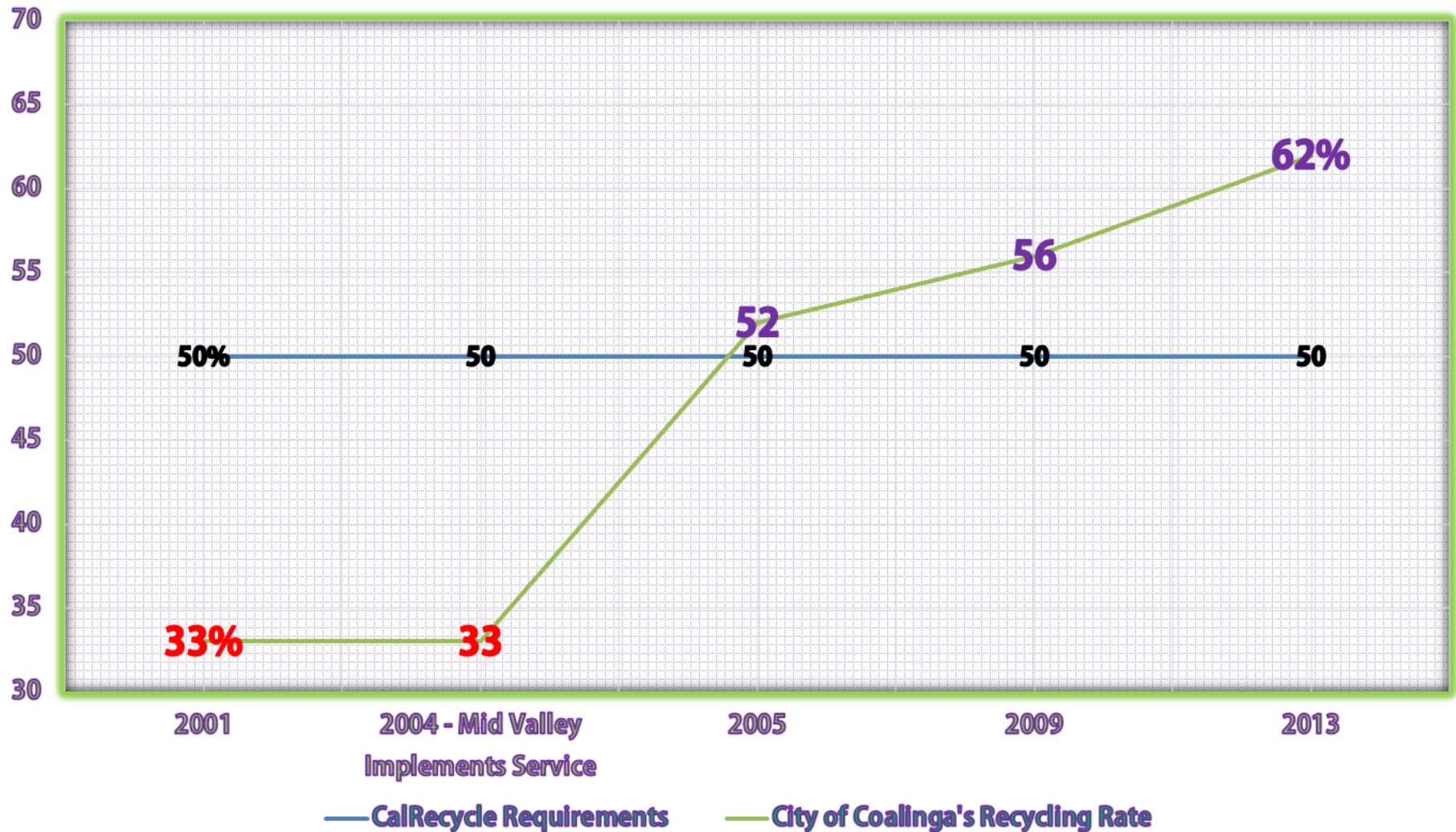
Community Outreach

- ✓ We make **free presentations** available to any interested Coalinga **SCHOOL** or teacher, and bring recycling **EDUCATION**, games, and prizes to students to encourage recycling at home and school.
- ✓ Any interested *property manager* or landlord need only call MVD to schedule a **free on-site presentation** for tenants to learn about effective and efficient recycling in a **MULTI-FAMILY COMPLEX**.





Recycling Success





Buying Local



We make every effort for our vendors and the businesses from whom we purchase services to be based within the community.

As a locally owned company, we know how important this is, and try to spend our money in Coalinga businesses.

The following lists some of our regular vendors within the City of Coalinga, all of whom we have worked with professionally to great success:

BEEHIVE TRUCK & AUTO

BILLINGSLEY TIRE-COALINGA

BLUE VALLEY AUTOMOTIVE

BOB WITT PLUMBING

COALINGA BATTERIES, LLC

COALINGA MOTORS, INC

COMCAST

DANCO ELECTRIC INC.

**EDDIE JONES INDUSTRIAL &
AUTO PARTS**

INTERSTATE TOWING SERVICE

JENSEN'S LOCKSMITH SERVICE

MATT'S QUICK LUBE

OXBORROW ENTERPRISES INC

REDLINE SMOG

RETROFIT PLUMBING

SEQUOIA PACKING CO

SOLOMON ELECTRIC AND DATA INC.

TERRY JOHNSON TRUCKING

WEST HILLS MACHINE SHOP, INC

WEST HILLS OIL

WESTSIDE SUPPLY

ZUBIRI CONSTRUCTION



Community Involvement and Sponsorship

MVD is very active in Coalinga, attending community events, career fairs at Coalinga High School, and sponsoring events within the city.

We make every effort to be seen positively in the community, and use every outlet available to us to communicate with our highly valued customers.

The following lists several of the organizations in Coalinga with which we have collaborated or sponsored in recent years.



BOYS AND GIRLS CLUB OF FRESNO COUNTY
COALINGA HIGH SCHOOL
COALINGA CHAMBER OF COMMERCE EVENTS
COALINGA FIREMAN'S CLUB
COALINGA HIGH SCHOOL ATHLETIC FOUNDATION
COALINGA POLICE DEPARTMENT
COALINGA ROTARY
FAITH CHRISTIAN ACADEMY
WEST HILLS COMMUNITY COLLEGE FOUNDATION



Clean Up Events

MVD provides free Clean - Up events twice yearly, where Coalinga residents can bring difficult-to-dispose-of items like appliances, tires, and furniture to a site where MVD employees will help unload and relieve residents of their garbage!

We even donate Roll-Off containers to assist with the Creek Clean-up events!



We BBQ for residents at community clean-ups!



Pricing

Costs of doing business have steadily increased with new federal health insurance requirements and increase in employee wages.

Mid Valley Disposal has kept prices low and below industry standards for Coalinga for the 10 years we have served the City by:

- ✓ working with the highest efficiency
- ✓ cutting costs wherever possible, while maintaining integrity of service
- ✓ reinvesting profits into the company and the community
- ✓ relying on a strong infrastructure



To 10 more years!



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

Subject: Introduction and Waiver of First Reading of Ordinance No. 779, an Ordinance of the City of Council of the City of Coalinga Adding Chapter 16 to Title 5 of the Coalinga Municipal Code, Establishing Regulations Pertaining to Massage Establishments

Meeting Date: November 6, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Cal Minor, Chief of Police

I. RECOMMENDATION:

Introduce and waive first reading of Ordinance No. 779 adding Chapter 16 to Title 5 of the Coalinga Municipal Code, establishing regulations pertaining to Massage Establishments.

II. BACKGROUND:

The Coalinga Municipal Code has no provisions on the permitting and regulating of massage establishments within the City. Massage establishments are treated by Municipal Code the same as other professional offices or business.

III. DISCUSSION:

Massage establishments are currently regulated by the California Massage Therapy Council (CAMTC) under authority in Chapter 10.5 of the Business and Professions Code. The CAMTC has primary authority over the permitting and operating regulations of this industry which severely limits the abilities of Cities to exercise any substantial control over their activities. The controlling Board of the CAMTC is comprised of members from the industry and has very little oversight by the State Of California, unlike other professional Boards such as the Medical, Barber or Cosmetologist.

The California State Legislature recognized the poor oversight of this industry and the reports throughout the State of criminal activity associated with massage establishments and passed amendments to the Business and Professions Code allowing Cities to regulate the licensing and operations of this profession. This legislation is effective January 1, 2015.

The City of Coalinga currently has one massage located within the City. If this Ordinance is approved the City of Coalinga will be able to control the licensing and operations of this establishment.

IV. ALTERNATIVES:

The City Council can take no action on this proposed Ordinance and the currently operating massage establishment and any wishing to open in the City will not have any City of Coalinga oversight.

V. FISCAL IMPACT:

None, The applicants for a permit will pay all City cost associated with the permitting process.

ATTACHMENTS:

File Name	Description
 Message_Ordinance_(00343405-2x7AD00).doc	Ordinance No. 779
 Message_License.pdf	Application

ORDINANCE NO. 779

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA ADDING CHAPTER 16 TO TITLE 5 OF THE COALINGA MUNICIPAL CODE, ESTABLISHING REGULATIONS PERTAINING TO MASSAGE ESTABLISHMENTS.

The City Council of the City of Coalinga does ordain as follows:

Section 1. Chapter 16 of Title 5 of the Coalinga Municipal Code is hereby added to read as follows:

“Chapter 16. Massage Establishments

Sec. 5-16.1001. Purpose and intent.

Government Code sections 51030 through 51034 provide authority for the legislative bodies of California cities to license and regulate the business of massage. In enacting this Chapter, the City Council recognizes that massage is a viable and professional field offering the public valuable health and therapeutic services. However, there are known instances, both within and outside the City where the practice of massage and the operation of massage establishments have been associated with unlawful activity and pose a threat to the quality of life in the community. It is the purpose and intent of this Chapter to protect the public health, safety, and welfare by adopting regulations to prevent blighting conditions and deter criminal activity that could occur from the practice of massage and the operation of massage establishments.

Sec. 5-16.1002. Definitions.

For the purposes of this Chapter, unless the context clearly requires a different meaning, the words, terms, and phrases set forth in this Chapter shall have the meanings given to them in this section.

- (a) “Certified massage therapist” means a person who is certified by the California Massage Therapy Council (“CAMTC”) pursuant to Chapter 10.5 (commencing with section 4600) of Division 2 of the California Business and Professions Code.
- (b) “Chief of Police” shall mean the Chief of the Coalinga Police Department or his or her designee.
- (c) “For compensation” means the exchange of massage services for money, goods, or other services. An establishment or person cannot avoid the requirements of this Chapter by offering free massage in conjunction with other services or goods provided to a client or customer for compensation.
- (d) “Managing employee” means any employee of a massage establishment who has responsibility for supervising, directing, or assigning work to massage therapists.

- (e) “Massage” means any method of pressure on, or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating the external parts of the human body with the hands or any other parts of the body, or with the aid of any mechanical or electrical apparatus or other appliances or devices, with or without the use of oils, creams, tonics, lotions, antiseptics, tanning products, or other similar preparations. Massage shall further include baths, including aromatherapy, vapor, shower, electric tub, sponge, hot towels, sauna, steam, or any other type of bath where the essential nature of the service involves any method of pressure or friction against, or stimulating the external parts of, the human body, with the hands or any other parts of the body.
- (f) “Massage establishment” means an establishment having a fixed place of business where any person, firm, association, or corporation practices or otherwise permits massage for compensation. The term “massage establishment” includes establishments that offer services such as relaxation, hot tub, towel wraps, baths, health treatments, tanning, or any service where the essential nature of the interaction between the employee and the customer involves a massage.
- (g) “Massage therapist” means any person who, for any type of compensation, practices massage.
- (h) “Out call massage” means providing massage services for compensation at a location other than at a permitted massage establishment.
- (i) “Operator” means any individual who has any ownership interest in the massage establishment.
- (j) “Permit” means a written document authorizing the holder to engage in the business specified in the document.

5-16.1003. Permit or certificate required.

- (a) Establishment permit. It is unlawful for any owner, operator, officer, director, or managing employee of a massage establishment to operate or permit the operation of such business without a valid massage establishment permit as required by this Chapter.
- (b) CAMTC Certificate. It is unlawful for any massage therapist to provide massage services for compensation in the City who is not a certified massage therapist.
- (c) Out-call permit. It is unlawful for any person to provide out call massage services for compensation in the City who does not have out-call permit.

5-16-1004. Land use and zoning requirements.

The premises and property on which the premises occupied by a massage establishment are located must conform to all applicable land use and zoning requirements.

5-16-1005. Exemptions from permit requirements.

- (a) Exemption from establishment permit: Other professionals practicing within the scope of profession. No establishment permit or out-call permit shall be required for the following person when practicing massage within the scope of their profession:
 - (1) Any cosmetologist, barber, esthetician, manicurist, electrologist, apprentice barber, or cosmetology instructor licensed under the California Barbering and Cosmetology Act. (Business and Professions Code section 7301 et seq.)
 - (2) Any person licensed to practice any healing art under the provisions of Division 2 (commencing with section 500) of the California Business and Professions Code or the Chiropractic Act.
 - (3) Acupuncturists who are licensed to practice their professions in the State of California.
 - (4) Nurses, physical therapists, or occupational therapists who are licensed to practice their professions in the State of California.
 - (5) Except as provided in subsection (c) of this section, the establishment permit exemption in this subsection (a) does not apply if the place of business allows professionals other than those identified in subsection (a) to perform massage either as employees or independent contractors. Under those circumstances, the place of business shall have a valid establishment permit.
- (b) Exemption from establishment permit: Medical offices. No establishment permit shall be required for the offices of a licensed physician, surgeon, or osteopath; provided, that the person performing the massage is a certified massage therapist and is performing massage under the direct supervision and recommendation of such licensed medical professional.
- (c) Exemption from establishment permit: Occasional recreational events. No establishment permit shall be required where massage services are provided at an occasional recreational or community event, provided the following conditions are met: (1) the person providing the massage is a certified massage therapist; (2) massage services are made equally available to all participants of the event; (3) the event is open to participation by a significant segment of the public such as employees of a sponsoring or participating corporation; (4) massage services are provided at the event site and during the hours the event is scheduled; (5) the event sponsors have approved of the provision of massage services; and (6) those providing massage services are not the primary sponsors of the event. "Occasional" shall mean not more than once per month.

5-16.1006. Application for an establishment permit or out-call permit.

The written application for an establishment permit or out call permit required by this Chapter shall be filed with the Chief of Police. Such application shall be accompanied by a fee as approved by the City Council. Upon approval of the permit by the Chief of Police, the applicant must also apply for a business license through the City Clerk's office and pay applicable license fees.

The following information shall be provided in the application concerning all applicants. This information is required whether the applicant is an individual or another entity. If the applicant is a closely held corporation, this information will be required for each stockholder, each officer and each director. If the applicant is a partnership this information will be required for each partner, including limited partners. If the applicant is any other type of business this information will be required for the operator of the establishment and principals of the business that exercise control over operation of the business.

- (a) Identifying information. Name, present residential and business address, telephone numbers, birth date and California driver's license or identification card number of the applicant.
- (b) Prior residential addresses. All residential addresses and dates of residence for five (5) years preceding the date of the application.
- (c) Prior business and employment history. Business, occupation, or employment history of the applicant for the five (5) years immediately preceding the date of the application.
- (d) Evidence the applicant is over eighteen (18). Satisfactory proof that the applicant is over the age of eighteen (18) years. Satisfactory proof may consist of a California driver's license, California identification card, or a United States passport.
- (e) Arrests and convictions. A listing and explanation of any arrests or convictions for any felonies or non-traffic-related misdemeanors.
- (f) Fingerprints. Fingerprints of the applicant.
- (g) Photograph. Submit to a photograph taken by the Police Department.
- (h) Prior abatement of a business. Statement indicating whether the applicant has ever had an ownership interest in, operated, or been employed by any business which has been the subject to an abatement proceeding under the California Red light Abatement Act (California Penal Code sections 11225 through 11235) or any similar abatement laws, whether in California or other jurisdictions.
- (i) Other information. Any other information as required by the Chief of Police.

In addition to the information required above, an applicant for an establishment permit must also provide:

- (j) Premises ownership and lease information. A statement on whether the applicant owns, leases, or rents the premises where the massage establishment will be located. If the applicant leases or rents the premises, the applicant shall provide the name, address, and telephone number of the owner of the premises and the term of any lease.
- (k) Address and name of business. The address where the applicant proposes to operate a massage establishment and the name under which the business will be operated.
- (l) Prior massage businesses. The business name, street address, and city of any and all businesses where the applicant conducted any business providing massage, relaxation, hot tub, towel wraps, baths, or tanning services within twenty-four (24) months preceding the date of the application.
- (m) Evidence of other permits. Evidence of applicable land use and/or building permits as required by the City of Coalinga.

5-16.1007. Certified massage therapist registration requirements.

Certified massage therapists must register with the Coalinga Police Department prior to providing massage services. The registration application shall include at a minimum, the following information: name, address, telephone number(s), place(s) of employment, whether the applicant intends to engage in “out call massage” as defined in section 5-16.1002, and evidence of certification from CAMTC. Certified massage therapists must also consent to a photograph by the Police Department. Certified massage therapists must pay a registration fee to be determined by the City Council.

5-16.1008. Updating information and renewal.

Permits issued under this Chapter will be renewed annually. Additionally, permittees and certified massage therapist registrants shall, at all times maintain an active business license with the City of Coalinga. In addition, the permittee shall notify the Chief of Police of the following within ten (10) calendar days after they occur: (1) any change of home address, change in home or work telephone number, or change in location of business; and (2) any arrest for an offense listed under section 5-16.1011(b).

5-16.1009. Permit fee.

Fees for each establishment permit shall be paid to the Coalinga Police Department at the time the application is submitted and are nonrefundable.

Upon approval by the Police Department of an establishment, the applicant shall also pay applicable business license fees through the City Business License Clerk’s office.

5-16.1010. Permit referral.

The Chief of Police shall investigate the background of an applicant of any permit. Additionally, the Chief of Police shall refer an application for an establishment permit to the City of Coalinga Planning Department with respect to applicable zoning and building requirements. The Chief of Police may also refer to other persons, entities, or agencies as appropriate.

5-16.1011. Action by the Chief of Police on permit application.

- (a) Time to act. The Chief of Police shall either issue or deny a permit within sixty (60) calendar days following receipt of a completed application for an establishment permit. In taking such action, the Chief of Police shall consider the recommendations of City officials investigating the application, along with any other relevant information.
- (b) Grounds for denial of a permit. The Chief of Police shall deny an establishment permit or out-call permit on any of the following grounds:
 - (1) The applicant, owner, operator, any officer, or director of a massage establishment has been convicted of a violation of section 266h, 266i, 311 through 312.6, 315, 315, 316, 318 or subdivision (a), (b), or (d) of section 647 of the California Penal Code, any serious and/or violent felony as defined in subdivision (c) of section 1192.7 or 667.5 of the California Penal Code, or any other crime involving moral turpitude.
 - (2) The applicant, owner, operator, any officer, or director of a massage establishment has been convicted of offenses equivalent to those listed above under the laws of another jurisdiction, even if expunged.
 - (3) The applicant, owner, operator, any officer, or director of a massage establishment is required to register under the provisions of section 290 of the California Penal Code.
 - (4) The applicant, owner, operator, any officer, or director of a massage establishment has been convicted of a violation of Health and Safety Code section 11550 or any offense involving the possession or sale of a controlled substance specified in section 11054, 11055, 11056, 11057, or 11058 of the Health and Safety Code or convicted of an equivalent offense in any other state.
 - (5) The applicant, owner, operator, any officer, or director of a massage establishment has been convicted of any offense involving the sexual misconduct with children.
 - (6) The operation of a massage establishment at the proposed location would be injurious to the health, safety, or welfare of the community.
 - (7) The operation of the massage establishment, as proposed by the applicant, would not comply with all applicable laws including City ordinances and regulations.

- (8) The applicant knowingly made a material omission or misstatement of fact in the application.
- (9) The applicant, owner, operator, any officer, or director of a massage establishment has violated any provisions of this Chapter or any similar law, rule, or regulation of another public agency which regulates the operation of massage establishments.
- (c) Conditions of approval. If a permit is approved, the Chief of Police shall include such restrictions and conditions in the permit, as he/she deems reasonable.
- (d) Notice and Appeal. Upon approval or denial of a permit, the Chief of Police shall prepare and forward to the applicant written notice that the permit has been granted, or denied, along with a statement of any conditions of approval attached thereto. The written notice shall be hand-delivered or sent by certified mail to the applicant. The decision of the Chief of Police upon application for a permit shall become final unless an appeal is filed with the City Clerk within fifteen (15) calendar days following delivery of the written notice.

5-16.1012. Issuance of permit

- (a) Issuance after approval. Following the approval of a permit and the lapse of a fifteen (15) calendar day appeal period, the Chief of Police shall issue a permit.
- (b) Term of permit. Each establishment permit shall be valid as long as the permittee holds a valid City of Coalinga business license to conduct business as a massage establishment, unless sooner revoked pursuant to the provisions of this Chapter. The requirement to have a business license does not apply to massage therapist employees who are not required to have a business license.
- (c) Content of permit. The permit shall specify the full legal name of the permittee. An establishment permit shall specify the name and address of the business location. An establishment permit shall authorize massage services only at the location specified in the permit.

5-16.1013. Appeal.

Appeals under this Chapter shall be made pursuant to the procedures set forth in Chapter 4 of Title 1 of this Code.

5-16.1014. Revocation of permit.

- (a) Revocation for cause: Notice of revocation. The Chief of Police may revoke an establishment permit for good cause. Before the Chief of Police revokes a permit, the Chief of Police shall provide written notice of the revocation by personal delivery or certified mail. The notice shall provide for revocation of the permit fifteen (15) calendar

days after service of the notice (the date of mailing or personal service) unless the permittee requests an appeal hearing. The notice shall instruct the permittee on how to file an appeal.

- (b) Appeal. Within fifteen (15) calendar days of service of the revocation notice, the permittee may file an appeal of the revocation and request a hearing be held in accordance with this Chapter. If an appeal is filed, the revocation may be approved, conditionally approved, modified, or denied based upon grounds as set forth in subsection (a) of this section. The appellant shall pay such appeal fees as determined by the City Council.
- (c) Stay of revocation pending appeal. If an appeal is filed, the revocation decision of the Chief of Police shall be stayed pending a decision.
- (d) Effect of no appeal: If after the passage of fifteen (15) calendar days from service of the revocation notice, the permittee has not requested an appeal, the revocation decision of the Chief of Police shall become final.
- (e) Grounds for revocation. A permit may be revoked for good cause on the basis of any of the following:
 - (1) The permit was obtained by fraud; or
 - (2) Any person making use of such permit is violating or has violated any conditions of such permit; or
 - (3) The detriment to the public health or safety, or the nuisance arising from the conduct of the massage establishment, or from changed circumstances, necessitates the revocation of the permit; or
 - (4) The permittee has violated, or permitted any other person under his/her control or supervision to violate, any provision of this Chapter or of other local, State, or Federal law in connection with the practice of massage or operation of a massage establishment; or
 - (5) The permittee or any person providing massage services at the massage establishment has committed any offense involving lewdness, indecent exposure, prostitution, human trafficking, or any other offense which would be grounds for denial of an application. The permittee shall be responsible for those acts of all persons working in or on the premises of the massage establishment.

5-16.1015. Suspension of permit.

- (a) Grounds for immediate suspension of permit. The Chief of Police may immediately suspend an establishment permit if there is reasonable cause to believe that:

- (1) The permit holder is operating or managing the massage establishment, or providing services in the massage establishment in a manner which poses an immediate danger to the health or safety of employees, clients, or the public; or
 - (2) The permit holder has been convicted of any offense involving lewdness, indecent exposure, prostitution, sexual battery, human trafficking, or any sex-related crime.
- (b) Notice of suspension. If the Chief of Police immediately suspends a permit, the Chief of Police shall provide written notice to the permittee by personal notice or certified mail. The notice shall contain a statement that the permit is immediately suspended and such suspension shall remain in effect during the period of time that an appeal may be filed or an appeal is under consideration. The notice shall provide information on the appeal process and explain that the suspension may lead to permanent revocation of the permit.
 - (c) Appeal. Within fifteen (15) calendar days of service of the immediate suspension (the date of mailing or personal service), the permittee may file an appeal of the suspension and request a hearing in accordance with this Chapter.
 - (d) Effect of no appeal: Final decision. If after the passage of fifteen (15) calendar days from service of the suspension notice, the permittee has not filed an appeal, the decision of the Chief of Police to suspend the permit shall become final.

5-16.1016. Permits nontransferable: Change in location.

Permits granted under this Chapter shall not be transferable, either as to the permittee or the location. Any attempt to transfer shall render the permit invalid and no further massages may be conducted under such permits. With respect to a change in location only, the applicant may apply for and obtain an amendment to the permit. Only information necessary to process the change in location shall be required.

5-16.1017. Notice of employees' status.

Every person holding an establishment permit shall notify the Chief of Police, in writing, of the name and residence of each person employed as a massage therapist within five (5) days of the start of employment.

5-16.1018. Application of Chapter to preexisting businesses.

- (a) The provisions of this Chapter shall be applicable to all persons and businesses described herein upon adoption of this Chapter by the City Council except as provided herein
- (b) Existing massage establishments. The owner, operator, officer, director, or managing employee of a massage establishment shall have until 30 days after the effective date of this Ordinance within which to obtain a massage establishment permit.

5-16.1019. Prohibited Acts.

No permittee, or any other employee of a massage establishment, shall engage in any of the acts prohibited by Business and Professions Code section 4609.

5-16.1020. Operating Requirements.

Massage establishments shall comply with all applicable Federal, State, and local regulations and with the following requirements:

- (a) Maintenance of permits. A copy of the establishment permit, each therapist's CAMTC certificate, and a photograph of each therapist, shall be posted in a conspicuous place on the establishment premises in such a manner that can be easily be seen by persons entering the establishment.
- (b) Posting of services offered. A list of all services available, the price thereof, and the length of time of each service shall be posted or available in a conspicuous place in such a manner that it can be easily viewed by person entering the massage establishment. No services, other than those set forth on the list, shall be provided.
- (c) Payment. All payments for massage services, including gratuities or tips, shall be made at a designated reception area exclusively. At least one sign, with lettering not less than one-half (1/2) inch in height, shall be posted in a conspicuous place in such a manner that it can be easily seen by persons entering the establishment stating, "All payments for massage services, including gratuities or tips, shall be made in the designated reception area exclusively." This provision shall not apply to one-room massage establishments that do not have a reception area. A one-room massage establishment is an establishment where reception and all massage services are provided in one room.
- (d) Alcohol prohibited. No alcoholic beverages shall be sold, served, furnished, kept, or possessed in any part of a massage establishment. The owner, operator, and managing employee shall be responsible to ensure that no person possesses alcoholic beverages inside the massage establishment. A massage establishment and massage therapists shall not provide services to anyone who is visibly intoxicated.
- (e) Payroll and other written records. Every massage establishment shall maintain payroll and written records of all business transactions. The written records shall include at a minimum the type of service provided, the date and hour the service is provided, and the name of the massage therapist administering the service. These records shall be kept on the premises and shall be open to inspection by officials charged with enforcement of this Chapter, including the Chief of Police and the City Attorney. These records shall be retained for a period of at least two (2) years.

- (f) Dress code for employees. The holder of the establishment permit, massage therapists, and all other employees of the massage establishment shall remain fully clothed in clean outer garments while on the premises of the massage establishment. At a minimum, such clothing shall be made of nontransparent material and shall not permit exposure of the buttocks, genital area, or breasts of any employee.
- (g) Advertising. No services shall be offered in signs, posters, flyers, newspapers, or other printed advertisements, or in verbal or recorded announcements or messages, other than those lawfully permitted and posted as required by subsection (b) of this section. Photographs, drawings, written, or verbal statements used in any advertising shall not explicitly or implicitly communicate that services offered are for the purpose of sexual stimulation or gratification.
- (h) Customer Entry. Customers shall only be allowed to enter a Massage Establishment through a front main point of entry that leads directly to the reception area. No customers shall be allowed to enter through a back or side door that is not visible from the Massage Establishment's main point of entry.
- (i) Hours of Operation. A Massage Establishment will operate only within the hours of 7:00 a.m. and 10:00 p.m.
- (j) Massage establishments shall comply with the requirements of Business and Professions Code sections 2053.5 and 2053.6 pertaining to disclosure and acknowledgement that massage services are not being provided by a licensed physician, are not licensed services by the State, the qualifications of the person providing the massage services, and those other matters as set forth in the statutes.
- (k) A person who is certified by CAMTC shall comply with the requirements of Chapter 10.5 (commencing with section 4600) of Division 2 of the California Business and Professions Code pertaining to certification of massage therapists and massage practitioners.

5-16.1021. Inspection by officials.

As a condition of the massage establishment permit, any and all investigating officials of the City of Coalinga, the County of Fresno, and the State of California, shall have the right to enter the massage establishments during regular business hours to conduct reasonable inspections to observe and enforce compliance with the provisions of this Chapter, as well as any other applicable requirements, including, but not limited to, building, fire, planning, and health requirements.

5-16.1022. Hot tub, sauna, and tanning establishments.

Massage services shall not be made available to clients at hot tub, sauna, or tanning establishments unless the establishment holds a valid massage establishment permit. Hot tub,

sauna, or tanning establishments, which offer massage services, must comply with all provisions of this Chapter. Massage services shall not be given in any room or areas in which a hot tub, sauna, shower, or Jacuzzi is located, or in wet and dry heating rooms, tanning rooms, steam or vapor rooms, cabinets, or bathrooms.

5-16.1023. Out-call massage services

- (a) Out-call permit. No person shall provide massage services as described in this Chapter at any place other than at a massage establishment permitted pursuant to this Chapter unless that person possesses a valid out call services permit.
- (b) Record keeping. Any person performing out-call massage services as authorized by this Chapter shall maintain written records, at the massage therapist's principal place of business, of all out call services performed. These records shall be retained for at least two (2) years beyond the date services were provided. Record shall be made of each appointment at which massage services were provided and shall include:
 - (1) Date and time;
 - (2) Patron's full name and address;
 - (3) Address where services were provided;
 - (4) Name of the massage therapist providing services.
 - (5) Type of massage service(s) provided and cost.
- (c) Inspection of records. These records shall be open to inspection upon request only by officials charged with enforcement of this Chapter or emergency medical personnel. Information within these records shall only be used to ensure compliance with this Chapter, or any other applicable State or Federal laws, or as necessary in providing emergency medical treatment, and shall remain confidential.
- (d) No out-call services on premises owned by therapist. Out-call massage services shall not be provided at any location owned, leased, rented, or under the control of the massage therapist, including residential dwellings and business offices, unless that location is licensed as a massage establishment or is otherwise exempted as provided in this Chapter.
- (e) No out-call services will be provided outside the hours of 7:00 a.m. and 10:00 p.m.

5-16.1024. Violations.

- (a) Criminal proceedings. Any person who violates a provision of this Chapter shall be guilty of a misdemeanor unless the City Attorney elects to prosecute the violation as an infraction.

- (b) Injunction and abatement. Nothing in this Chapter shall be deemed to prevent the City from commencing a civil action to enjoin the continued violation of any provision of this Chapter or to abate a nuisance, as an alternative, or in conjunction with any other civil or criminal proceeding.”

Section 2. This Ordinance shall take effect 30 days after its adoption or 30 days after January 1, 2015, whichever date is later.

Section 3. The City Clerk is further directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated within the City of Coalinga, within fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause 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 again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

The foregoing Ordinance was introduced by the City Council of the City of Coalinga, California, at a regularly scheduled meeting held on _____, and was passed and adopted by the City Council at a regular meeting held on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor
City of Coalinga

ATTEST:

City Clerk/Deputy City Clerk
City of Coalinga

Application for Massage Establishment

License or Out Call Permit

Name: _____ DOB: _____

Last First Middle Initial

Home Address: _____

Number Street City State Zip

CA Driver's License or ID Card: _____

Home Phone # _____ Business # _____ Cell # _____

Have you ever been convicted of a felony criminal offense or
Non-traffic-related misdemeanors?

☐

Yes

☐

No

Have you ever been fired or forced to resign from a position?

☐

Yes

☐

No

If the answer to any question above was yes please explain below:

Fingerprints of the Applicant:

☐

Yes

☐

No

Photograph taken by the Police Department:

☐

Yes

☐

No

Proof the Applicant is over the age of 18:

(Such as CDL, ID card, of US passport)

☐

Yes

☐

No

Massage License or Out Call Permit Application Fees

NON-REFUNDABLE

Live Scan Fee: (DOJ Fee \$32 PD Roll Fee \$12)

\$ 44.00

Picture Fee:

\$ 10.00

Background Investigation Fee:

\$ 760.50

Administration Processing Fee:

\$ 271.68

(Records Fee \$50 Administrative Review Fee \$80 15% Administrative Processing Fee \$ 141.68)

Total Non-Refundable Application Fees: \$1086.18

All Fees are due at the time of the application submission

RESIDENTIAL HISTORY:

Show your present address first, list all others in reverse order. When additional space is needed, copy the page of the application and attach.

Address: _____
 Number Street City State Zip
From _____ To _____
Reason for move: _____

Address: _____
 Number Street City State Zip
From _____ To _____
Reason for move: _____

Address: _____
 Number Street City State Zip
From _____ To _____
Reason for move: _____

Address: _____
 Number Street City State Zip
From _____ To _____
Reason for move: _____

Address: _____
 Number Street City State Zip
From _____ To _____
Reason for move: _____

Prior Business and Employment History

Business, occupation, or employment history of the applicant for the five (5) years immediately preceding the date of this application. When additional space is needed, copy this page of the application and attach.

Title: _____ **Employer:** _____
Number of months employed: _____ Supervisor: _____
Hire date: _____ End date: _____
Address: _____
Reason for Leaving: _____ Phone: _____

Title: _____ **Employer:** _____
Number of months employed: _____ Supervisor: _____
Hire date: _____ End date: _____
Address: _____
Reason for Leaving: _____ Phone: _____

Title: _____ **Employer:** _____
Number of months employed: _____ Supervisor: _____
Hire date: _____ End date: _____
Address: _____
Reason for Leaving: _____ Phone: _____

Title: _____ **Employer:** _____
Number of months employed: _____ Supervisor: _____
Hire date: _____ End date: _____
Address: _____
Reason for Leaving: _____ Phone: _____

Title: _____ **Employer:** _____
Number of months employed: _____ Supervisor: _____
Hire date: _____ End date: _____
Address: _____
Reason for Leaving: _____ Phone: _____

Title: _____ **Employer:** _____
Number of months employed: _____ Supervisor: _____
Hire date: _____ End date: _____
Address: _____
Reason for Leaving: _____ Phone: _____

Prior abatement of a Business

Have you ever had an ownership interest in, operated, or been employed by any business which has been the subject to an abatement proceeding under the California Red Light Abatement Act (California Penal Code sections 11225 through 11235) or any similar abatement laws whether in California or other jurisdiction. If Yes please include an explanation below.

Yes ☐ No ☐

Premises Ownership and lease information.

Do you own, lease or rent the premises where the massage establishment will be located.

☐ Own ☐ Lease ☐ Rent

If you lease or rent the premises, please include the name, address and telephone number of the owner of the premises and the terms of any lease.

Name of Owner Address Phone #

Name of the Business: _____

Address where the business will operate: _____

Number Street City Zip

Prior Massage Businesses

If you have previously taken part in a massage business in the past twenty-four (24) months preceding the date of this application, including providing massage, relaxation, hot tub, towel wraps, baths, or training services, please indicate below.

Business Name: _____

Street Address: _____

Business Name: _____

Street Address: _____

Business Name: _____

Street Address: _____

I certify that all statements contained on this application or any supplement thereto, are true and complete to the best of my knowledge.

Signature

Date

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

Subject: Council Consideration of Proposals Received on the Sale of the EDA Buildings Located in Coalinga Plaza
Meeting Date: November 6, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Sean Brewer, Assistant Community Development Director

I. RECOMMENDATION:

Staff is requesting that the Council consider the proposals received for the sale of the EDA Buildings located in Coalinga Plaza.

II. BACKGROUND:

City staff has been working with the City Council in developing a sales approach for future sale of the EDA building located in the Plaza. There are two independent buildings comprised of seven (7) units each. Staff was given direction, by the Council, to condo the individual units for sale. The City Council at their last workshop on the matter worked with staff to develop a sales approach that would be fair and equitable, and further directed staff to prepare a Request for Proposal (RFP) that would allow for either the sale of the buildings as a whole or as individual units.

On September 9, 2014 staff advertised the RFP on the City website, local paper, the City's Broker's website and several multiple listing services. Proposals were to be received no later than October 13, 2014 at 4:00 p.m.

III. DISCUSSION:

Staff received four (4) sealed proposals which were opened publicly on October 21, 2014 at 6:00 pm in the Council Chambers as directed by the Council at their regular October 2014 meeting. The proposals were read aloud and then staff in conjunction with the City Attorney reviewed, in detail, the proposals to ensure that they were complete and responsive.

After careful review of the proposals, staff has determined that three (3) of the proposals were responsive and one (1) non-responsive based on missing pertinent financial documentation.

Please see the attached spreadsheet that identifies the units where proposals were submitted, asking price, and documentation provided.

The three (3) proposals deemed to be responsive were for 115 W. Durian, 295 N. Fifth, and 100 W. Cedar. They all provided a proposal that included a price at or above the minimum asking price, a letter of commitment or executed sales agreement, and financial documentation confirming the ability to execute a cash sale. All of the documents that were provided to the City have been attached to this report by address; however, as you will see, documents related to the buyer's financial capabilities such as bank statements are not included as they are deemed confidential.

The one proposal determined to be non-responsive was for 285 N Fifth Street. It was lacking financial capability (no bank statements, funding letter, letter of credit, etc.) and the offer was \$200 less of the asking

price. Staff was able to discuss this issue with the buyer and confirmed it was in fact a clerical error and their intent was to offer the minimum price of \$44,200. Since there were no competing offers, staff made the determination that this error could be fixed in accordance with sections C and J of the RFP which allows the City to waive any irregularity, informality or minor defect if the City deems it within the best interest of the City. Since the proposal that came in \$200 under was clearly the result of clerical error and not by design, staff is in the opinion that there is enough discretion to treat that defect as minor and for the City to accept the bid as a minimum purchase price proposal. However, since the buyer did not provide the required financial statements, staff has been determined this proposal non-responsive.

Because there were no competing offers on any of the units, the Council has full discretion to accept all offers and instruct the buyers to work directly with the City's broker to execute sales contracts and complete the sales transaction. In accordance with the RFP, the buyers shall have 30 days from the Council's approval to execute said sales contract.

Outstanding Unsold Units

Staff further requests that Council direct the City's broker to set prices and begin marketing the remaining units/buildings for sale until all units/buildings are sold. It is recommended that Council set the price of the remaining units at \$42.00 per square foot in order to be in line with the highest offer accepted from the RFP process. This will ensure that the people who made offers through the RFP process will not lose value in their property.

IV. ALTERNATIVES:

- 1. Reject all bids and direct staff to advertise the entire buildings for sale for a period of time on the open market.
- 2. Reject all bids and open all units and/or buildings for sale on the open market.
- 3. Reject all bids and re-release the RFP for a longer period of time.
- 4. Reject all bids and direct staff accordingly to an alternative sales approach.

V. FISCAL IMPACT:

Based on the proposals received, if all are accepted, the City will generate approximately \$202,500 of revenue to the General Fund for Fiscal Year 2014/2015 assuming that all sales close. The City's broker commissions are expected to come directly from the EDA fund and not from the sale proceeds.

ATTACHMENTS:

File Name	Description
 Propsoal_Results_EDA_Buildings.pdf	Proposal Results - EDA Buildings
 100_W._Cedar.pdf	100 W Cedar Proposal
 115_W._Durian.pdf	115 W Durian Proposal
 285_N._Fifth.pdf	285 N Fifth Proposal
 295_N._Fifth.pdf	295 N Fifth Proposal

Unit Address	Proposal Received	Minimum Purchase Price	Proposal Amount	Letter of Commitment/ Sales Agreement	Deposit	Financial Capability	Offer Type
<u>BUILDING "A"</u>							
115 W. Durian	Yes	\$10,200	\$10,300	Letter of Commitment	Yes	Yes	CASH
295 N. Fifth	Yes	\$102,000	\$120,000	Sales Agreement	Yes	Yes	CASH
*285 N. Fifth	Yes	\$44,200	\$44,000	Sales Agreement	Yes	No	CASH
281 N. Fifth		\$34,000					
277 N. Fifth		\$44,200					
269 N. Fifth		\$37,400					
255 N. Fifth		\$68,000					
<u>BUILDING "B"</u>							
100 W. Cedar	Yes	\$26,400	\$28,000	Letter of Commitment	Yes	Yes	CASH
108 W. Cedar		\$8,800					
112 W. Cedar		\$13,200					
116 W. Cedar		\$35,200					
380 N. Fifth		\$85,800					
386 N. Fifth		\$33,000					
390 N. Fifth		\$17,600					

OCTOBER 12, 2014

CITY OF COALINGA
155 W. DURIAN AVENUE
COALINGA, CA 93210

RE: "LETTER OF COMMITMENT"
PROPOSAL TO PURCHASE COMMERCIAL PROPERTY

TO WHOM IT MAY CONCERN:

WE, CRIS H. ROBLES AND MOVITA G. ROBLES, HUSBAND AND WIFE, DO HEREBY OFFER THIS LETTER AS A COMMITMENT TO PURCHASE PROPERTY FROM THE CITY OF COALINGA AS PROVIDED BY THE "REQUEST FOR PROPOSALS FOR PURCHASE OF COMMERCIAL PROPERTIES DOWNTOWN PLAZA BUILDINGS". WE DO HEREBY ALSO AGREE AND ACCEPT THE CONDITIONS AS OUTLINED IN THE SAID "REQUEST FOR PROPOSALS PACKAGE AND RECEIPT OF ANY ADDENDUMS. THEREFORE IT IS WITH GREAT PLEASURE WE HEREBY OFFER FOR PURCHASE FROM THE CITY OF COALINGA THE FOLLOWING PROPERTY:

PROPERTY ADDRESS: 100 W. CEDAR AVENUE

PURCHASE PROPOSAL: TWENTY-EIGHT THOUSAND AND NO CENTS \$28,000.00 U.S. DOLLARS



CRIS H. ROBLES, HUSBAND
224 COOLIDGE STREET
COALINGA, CA 93210

10-12-14

DATE



MOVITA G. ROBLES, WIFE
224 COOLIDGE STREET
COALINGA, CA 93210

10-12-14

DATE



CITY OF COALINGA
The Sunny Side of the Valley

**NOTICE OF PROPOSED SALE
AND WALKTHROUGH**

To the tenants of the following units:

115 W. Durian Avenue
295 N. Fifth Street
285 N. Fifth Street
281 N. Fifth Street
277 N. Fifth Street
269 N. Fifth Street
255 N. Fifth Street

100 W. Cedar Avenue
108 W. Cedar Avenue
112 W. Cedar Avenue
116 W. Cedar Avenue
380 N. Fifth Street
386 N. Fifth Street
390 N. Fifth Street

The above units are being offered for sale pursuant to a Request for Proposal that was advertised and circulated on September 9, 2014. A copy of the RFP can be found at the City's website under News/RFP/RFQ's or by contacting Tawnya below. This notice is to advise you that as part of the bid process there will be a scheduled walkthrough of each unit on **September 24, 2014** between the hours of **10:00 a.m.** and **12:00 p.m.** for prospective bidders.

Questions regarding the RFP should be addressed as follows:

Tawnya Stevens, Mid-State Realty
155 W. Durian Avenue
Coalinga, CA 93210
Email: sbrewer@coalinga.com
Phone: (559) 935-1533, ext. 143
Fax: (559) 935-5912

Should you have any questions regarding the scheduled walkthrough please contact Mercedes Garcia at (559) 935-1533 x130 or mgarcia@coalinga.com.

Thank you,

City of Coalinga Staff



CITY OF COALINGA
The Sunny Side of the Valley

NOTICE OF PUBLIC PROPOSAL OPENING PLAZA BUILDING SALES

115 W. Durian Avenue	269 N. Fifth Street	116 W. Cedar Avenue
295 N. Fifth Street	255 N. Fifth Street	380 N. Fifth Street
285 N. Fifth Street	100 W. Cedar Avenue	386 N. Fifth Street
281 N. Fifth Street	108 W. Cedar Avenue	390 N. Fifth Street
277 N. Fifth Street	112 W. Cedar Avenue	

The above units are being offered for sale pursuant to a Request for Proposal that was advertised and circulated on September 9, 2014. A copy of the RFP can be found at the City's website under News/RFP/RFQ's or by contacting Tawnya below.

This notice is to advise you that the City Council has directed staff to hold a public bid opening where the Proposals will be opened and read aloud on **October 21, 2014 at 6:00 p.m.** in the City Council Chambers at 155 W. Durian, Coalinga, CA 93210.

In accordance with RFP, once read aloud, each Proposal will be reviewed for completeness, responsiveness and compliance with the general requirements of the RFP by the City. If a Proposal does not satisfy the requirements of the RFP, it shall be deemed unacceptable. The City will make an award to the responsive and responsible proposal submitting the most advantageous proposal. Therefore, the highest initial bid does not guarantee award.

Please be advised that all proposals are due on **October 13, 2014 no later than 4:00 p.m.** at the address below:

Tawnya Stevens, Mid-State Realty
395 E. Elm Ave, Suite A, Coalinga, CA 93210
Phone: (559) 935-5123
Fax: (559) 935-5122



**REQUEST FOR PROPOSALS
FOR
PURCHASE OF COMMERCIAL PROPERTIES
DOWNTOWN PLAZA BUILDINGS**

Responses to this Request for Proposals (RFP) must be received by the City no later than 4:00 p.m. on Monday, October 13, 2014.

Proposals received after this time will not be considered.

Questions regarding this RFP should be addressed as follows:

Tawnya Stevens, Mid-State Reality

395 E. Elm Ave, Suite A, Coalinga, CA 93210

Email: tawnyastevens@sbcglobal.net

Phone: (559) 935-5123

Fax: (559) 935-5122

Website: <http://www.coalingamidstaterealty.com>

**REQUEST FOR PROPOSAL FOR PURCHASE OF COMMERCIAL
PROPERTIES**

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EXHIBITS

- A. Final Tract Map 6016
- A-1 Condominium Plan
- B. Tenant Information for Building "A"
- C. Photographs of Building "A"
- D. Final Tract Map 6017
- D-1 Condominium Plan
- E. Tenant Information for Building "B"
- F. Photographs of Building "B"
- G. Conditions Covenants and Restrictions for Building "A"
(Coalinga Plaza-Durian)
- H. Conditions Covenants and Restrictions for Building "B"
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- I. Assessment Table
- J. Minimum Purchase Price Table
- K. Sample Purchase and Sale Agreement
- L. Progressive Rental Rate Chart for Existing Tenants

INTRODUCTION

Coalinga is a small city located approximately 250 miles north of Los Angeles and 250 miles south of San Francisco, in the Central San Joaquin Valley of California. Coalinga is located in southwestern Fresno County. General county basic economic base is agriculture, related agribusiness and energy production of crude oil and large commercial solar farms. Fresno County ranks as the nation's top agriculture county in agricultural products and gross income. Fresno County is connected to the rest of the state via regional air service, statewide rail system, and two major Interstate and State Highways, Interstate 5 on the West, and State Highways 198, 41, and 33.

I. GENERAL INSTRUCTIONS

The City of Coalinga is ("City") is requesting proposals from qualified buyers (hereinafter referred to as "Buyer"), to purchase commercial properties currently located in the City of Coalinga. The two commercial properties available for purchase contain individual commercial tenant units, which are part of a Planned Unit Development Condominium Plan. All of the tenant units are currently occupied at the time of this Request for Proposal ("RFP"), and the details regarding tenants and lease terms are described in further detail herein. The City will consider offers to purchase the individual units as well as offers to purchase the complete buildings through this RFP. The properties are described in further detail herein. Proposals must be submitted in the manner prescribed herein. The terms and conditions of the Request for Proposals are as follows.

A. Request for Proposal for Purchase of Commercial Properties Package

Interested Buyers are invited to contact the City's contracted broker Tawnya Stevens at 395 E. Elm Ave, Suite A, Coalinga, CA 93210, Email: tawnyastevens@sbcglobal.net, Phone: (559) 935-5123, Fax: (559) 935-5122, Website: <http://www.coalingamidstater Realty.com/> to obtain the Request for Proposal for Purchase of Commercial Properties Package ("RFP"). The (RFP) will also be available through Fresno, Central Coast and Kings County Multiple Listing Services, the Coalinga Recorder and the City of Coalinga's website by visiting www.coalinga.com. The completed Request for Proposals for Purchase of Commercial Properties Package ("Proposal") must be submitted to Tawnya Stevens at the address above no later than **4:00 pm, Monday, October 13, 2014**. Proposals received after this deadline will not be considered.

B. Definitions

"Proposal" as used throughout this RFP means the documents, price offers, and any other required information as identified herein or by any Addenda.

“Price Proposal” means the price offer - the amount, in U.S. dollar currency, the Buyer is offering through this RFP, for the particular unit, building, or combination thereof, per the terms of this RFP.

“Property” may be used interchangeably throughout to refer to an individual tenant unit, or a commercial building.

“Unit” refers to an individual, commercial business space available for purchase under this RFP.

“Lease” means a legal contract between a tenant and the property owner allowing exclusive possession of specific real property for a specific time in return for a payment.

“Appraised Value” refers to the fair market value of the subject real property as determined by an expert who has been trained or authorized to assess such value

“Minimum Price” means the very least amount the City will consider accepting as payment for any specific unit/business condominium/commercial property offered in this RFP.

“Commercial Building” refers to the structure containing multiple units. There are two building structures in this RFP.

C. Submittal of Proposals

Proposals should be reviewed for accuracy before submission to the City. The City will not be responsible for errors in any proposal. The City of Coalinga makes no representations or warranties express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all Exhibits and supplements, if any, is made subject to errors or omissions, withdrawal or cancellation without prior notice, and changes to, or additions to, same.

The proposal shall address each item required by this RFP or it will be deemed non-responsive. The proposals will be evaluated and rated and the City will make the selection, upon acceptance of the most advantageous offer(s), taking into account all of the evaluation criteria and the price.

The City reserves the right to reject any and all proposals, to waive any irregularities, informalities or minor defects in the proposals, or to request further information.

D. Signatures

All proposals must include a signature of the Buyer submitting the proposal. The name and title of the Buyer shall be included following the signature. Buyers must

acknowledge, in writing, their receipt of any addenda and submit a written acknowledgement with their sealed proposals.

E. Disqualified Proposals

Any proposal received after 4:00 PM on October 13, 2014, shall be refused and returned to the submitting party unopened.

F. Copies of Proposal

1. The purchase proposal shall consist of one original and five copies of the proposal placed in a sealed envelope clearly marked as the “**Coalinga Plaza.**”

G. Contacts

Buyers interested in submitting proposals that desire more information or have questions are directed to submit a written inquiry to:

Tawnya Stevens, City Real Estate Agent, Mid State Realty

395 E. Elm Ave, Suite A

Coalinga, CA 93210

Email: tawnyastevens@sbcglobal.net

Phone: (559) 935-5123

Fax: (559) 935-5122

The City will not be responsible for oral interpretations of the RFP. Any clarification, interpretation, addition or correction to this RFP will be made by written addendum duly issued and mailed to each person receiving a set of RFP documents.

H. Withdrawal of Proposal.

Any person wishing to withdraw a proposal shall do so in writing before the due date and time for receipt of proposals. The City reserves sixty (60) calendar days after opening the proposals within which to make the award and may require one (30) thirty day extension to complete the selection of a proposal.

Prospective Buyers to the RFP shall agree, by and in the submission of the proposal, to hold the terms of their submission for up to a total of sixty (60) days from the due date and time for the submission of proposals. The proposal shall be accompanied by a letter of committal, signed by the Buyer or an individual authorized to enter into contracts on behalf of the buyer. The letter of committal shall state that the offer is effective for a minimum of sixty (60) calendar days from the deadline for the submission of proposals and shall provide for up to one, thirty (30) day extension.

I. Purchase and Sale Agreement.

The successful buyer shall be required to enter into a Purchase and Sale Agreement in substantially the same form as the document attached hereto as Exhibit "K" to this RFP.

J. Rights of City.

The City of Coalinga reserves the right to reject any or all proposals, in whole or in part, or to waive any informality, irregularity or minor defect if deemed to be in the best interest of the City.

II. TIMELINE/SCHEDULE OF EVENTS

The following are key dates for this RFP. The City is committed to adhering to this schedule, but reserves the right to make modifications as it deems necessary in its sole discretion.

<u>EVENT</u>	<u>DATE</u>
Issue RFP	September 9, 2014
RFP Advertisement	September 9, 2014
RFP Proposals Due (date & time)	October 13, 2014 by 4:00PM
Proposals Evaluations Completed	October 17, 2014
Interviews (if necessary)	October 20-24, 2014
Recommendation to City Council	November 20, 2014
Notice of Award(s)	December 2014

III. PROPERTY INFORMATION

The City of Coalinga, California is soliciting proposals from prospective buyers interested in purchasing the following real properties presently owned by the City of Coalinga Economic Development Agency, currently part of a Commercial Condominium Plan in which there exists a Business Owners' Association. Further detail about this Association is listed in this RFP.

A. Building "A": Building "A" is a site located at the Corner of Coalinga Plaza (also know as N. 5th Street) and Durian Ave. Building "A" contains a Single Commercial Building (hereinafter referred to as "Building A") with seven (7) adjoining commercial units.

1. **Legal Description:** Building "A" is described on Final Map of Tract No. 6016, for Condominium Purposes in the City of Coalinga, County of Fresno, State of

California, Recorded in the Fresno County Recorder's Office as document No. 2013-0083642, and attached hereto as Exhibit "A"; and Condominium Plan for Lot 1 of Tract No. 6016 in the City of Coalinga, County of Fresno, State of California, recorded in the Fresno County Recorder's Office as document No. 2013-0083643, and attached hereto as Exhibit "A-1."

2. Subsurface Rights Excluded. This RFP does not include any conveyance of subsurface rights in the real property. To the City's knowledge, any oil, gas, other hydrocarbon substances and minerals of any kind or character, in, on, or thereunder, are reserved in the deeds of record and the City has no ownership of or ability to convey said rights.

3. Ingress and Egress

Building "A" property has approximately 150 linear feet of frontage on Coalinga Plaza and 125 feet of frontage on West Durian. Parking area at rear of property can be accessed from alley on Coalinga Plaza or from West Durian entry. Street parking is available along both street frontages, public parking is available in the immediate area. Highly visible for auto traffic and good sidewalk and pedestrian access and visibility.

4. Offsite Improvements

Concrete curbs and gutters along the asphalt street frontage. Water, sewer, electrical, natural gas and telephone junction boxes are located at the rear of the property with alley access. Fire plugs and street lighting is along the street frontages.

5. Utilities and Services.

The following is a list of utilities and services associated with Building "A" currently:

Power	PG&E
Gas	City of Coalinga
Telephone	AT&T
Police	City of Coalinga
Fire	City of Coalinga
Water	Public, City of Coalinga
Sewer	Public, City of Coalinga
Trash	Public, City of Coalinga
Street Sweeping	Public, City of Coalinga

All utilities are metered individually except for water, sewer and street sweeping. The water meter is set up with one master meter that serves all units. If units are sold individually, then it will be up to the Business Association to determine whether to install individual private or public meters or leave the master meter and bill owners accordingly. The average cost per unit for water is approximately \$7.00 per month.

6. Topography, Soils, and Drainage

Topography Generally level and above street grade.

Soils Adequate for development, however all Buyers will be responsible for conducting their own appraisal for development purposes.

Drainage Drainage goes to the street and gutters.

7. Flood Zone

Flood Map FEMA Map #060045-0002B

Map Date July 16, 1996

Zone X- which represents areas of the 500-year flood, no flood insurance is required.

8. Plan and Seismic Zoning

Building "A" property is zoned as GC (General Commercial), which encourages areas of concentrated retail, generally located adjacent to major streets, such as Elm Avenue at Polk Street. The CG designation permits food, drug, clothing and other retail uses and services including small restaurants, laundry outlets among other services. Hotels, motels, and medical and professional offices are allowed in CG areas, subject to zoning provisions. Property is located within Seismic Zone 4, moderate damage, as shown by International Seismic Organization Earthquake Zone Maps dated 1981.

9. Building Improvement and Description

The Gross Building Area Square Footage of Building "A" is 10,512 and the net area airspace area square footage of Building "A" is 10,236 square feet, of which 9,522 square feet is attributed to 7 tenant commercial units, and 716 square feet is attributed to common restrooms, storage, and a mechanical room.

The recorded Final Map of Tract No. 6016 and the Condominium Plan for Lot 1 of Tract No 6016, as specifically identified in paragraph 1, include the official square footages as determined and certified by official survey.

10. Appraised Value

Building "A" is appraised at \$340,000.00, which results in a \$32.34/SqFt Gross Building Area, (based on the certified square footage of the building) as of September 5, 2013.

11. Commercial Tenant Unit and Lease Information

Certain tenant leases are one-year terms that must be assumed by the Buyer through the remainder of the lease term. Other tenants are on month-to-month lease terms and Buyer is not obligated, but is encouraged to discuss new Leases to avoid displacement of tenants. Tenant information with rental amounts for all units in Building A, is attached hereto as Exhibit "B." A chart showing the agreed upon progressive rental rates for each of the tenants/rental units in both Building "A" and Building "B" is attached hereto as Exhibit "L".

The leases were based upon the square footage of each unit believed to be accurate at the time the lease was negotiated. The square footage of each unit has since been shown to be slightly different from the square footage shown in the leases when the official survey was completed and certified.

Each commercial unit in Building "A" is uniquely identified by the following addresses:

115 W. Durian Avenue (284 S.F.)

295 N. Fifth Street (2866 S.F.)

285 N. Fifth Street (1,394 S.F.) (1233 S.F. + 50% of 3,4 EUCA RR/Common Area = 120 S.F. + 41 S.F. Storage)

281 N. Fifth Street (1,074 S.F.) (910 S.F. + 50% of 3,4 EUCA RR/Common Area = 120 S.F. + 44 S.F. Storage)

277 N. Fifth Street (1,310 S.F.) (1,211 S.F. + 50% of 5, 6 EUCA RR/Common Area = 99 S.F.)

269 N. Fifth Street (1,012 S.F. + 50% of 5, 6 EUCA RR/Common Area = 99 S.F. + 91 S.F. Storage)

255 N. Fifth Street (2,006 S.F.)

12. Access to Service Records

Prospective buyers can request service information related to major items such as HVAC, roofing and parking lot improvements by contacting Tawnya Stevens.

13. Photographs

Photographs of Building "A" are attached hereto as Exhibit "C".

B. Building "B": Building "B" is a site located at the Corner of Coalinga Plaza (also known as N. 5th Street) and East Cedar Avenue. Building "B" contains a Single Commercial Building (hereinafter referred to as "Building "B'") with seven (7) adjoining commercial units. Each commercial unit in Building "B" is uniquely identified by the following addresses:

100 W. Cedar Avenue (770 S.F. + 25% of 3,4,5,6 EUCA RR/Common Area = 53 S.F.)

108 W. Cedar Avenue (239 S.F. + 25% of 3,4,5,6 EUCA RR/Common Area = 53 S.F.)

112 W. Cedar Avenue (450 S.F.)

116 W. Cedar Avenue (986 S.F.)

380 N. Fifth Street (2,437 S.F.)

386 N. Fifth Street (974 S.F. + 25% of 3,4,5,6 EUCA RR/Common Area = 53 S.F.)

390 N. Fifth Street (479 S.F. + 25% of 3,4,5,6 EUCA RR/Common Area = 53 S.F.)

1. Legal Description: Building "B" is described on Final Map of Tract No. 6017, for Condominium purposes in the City of Coalinga, County of Fresno, State of California, Document No. 2013-0083647, Recorded in the Fresno County Recorder's Office, and attached hereto as Exhibit "D"; and Condominium Plan for Lot 1 of Tract No. 6017 in the City of Coalinga, County of Fresno, State of California, recorded in the Office of the Fresno County Recorder as Document No. 2013-0083648, attached hereto as Exhibit "D-1."

2. Subsurface Rights Excluded: This RFP does not include any conveyance of subsurface rights in the real property. To the City's knowledge, any oil, gas, other hydrocarbon substances and minerals of any kind or character, in, on, or thereunder, are reserved in the deeds of record and the City has no ownership of or ability to convey said rights.

3. Ingress and Egress

Building "B" property has approximately 150 linear feet of frontage on East Cedar Avenue and 100 linear feet of frontage on Coalinga Plaza (aka N. 5th Street) and 12.5 linear feet on the alley to the South. Small onsite parking area can be accessed from East Cedar Avenue and the alley. Street parking is available along both street frontages, public parking is available in the immediate area. Highly visible for auto traffic and good sidewalk and pedestrian access and visibility.

4. Offsite Improvements

Concrete curbs and gutters along the asphalt street frontage. Water, sewer, electrical, natural gas and telephone junction boxes are located at the rear of the property with alley access. Fire plugs and street lighting is along the street frontages.

5. Utilities and Services.

The following is a list of utilities and services associated with Building "B" currently:

Power	PG&E
Gas	City of Coalinga
Telephone	AT&T
Police	City of Coalinga
Fire	City of Coalinga
Water	Public, City of Coalinga

Sewer	Public, City of Coalinga
Trash	Public, City of Coalinga
Street Sweeping	Public, City of Coalinga

All utilities are metered individually except for water, sewer and street sweeping. The water meter is set up with one master meter that serves all units. If units are sold individually, then it will be up to the Business Association to determine whether to install individual private or public meters or leave the master meter and bill owners accordingly. The average cost per unit for water is approximately \$7.00 per month.

6. Topography, Soils, and Drainage

Topography Generally level and above street grade.

Soils All Buyers will be responsible for conducting their own appraisal for development purposes.

Drainage Drainage goes to the street and gutters.

7. Flood Zone

Flood Map FEMA Map #060045-0002B

Map Date July 16, 1996

Zone X- which represents areas of the 500-year flood, no flood insurance is required.

8. Plan and Seismic Zoning

Building "B" property is zoned as GC (General Commercial), which encourages areas of concentrated retail, generally located adjacent to major streets, such as Elm Avenue at Polk Street. The CG designation permits food, drug, clothing and other retail uses and services including small restaurants, laundry outlets among other services. Hotels, motels, and medical and professional offices are allowed in CG areas, subject to zoning provisions.

Property is located within Seismic Zone 4, moderate damage, as shown by International Seismic Organization Earthquake Zone Maps dated 1981.

9. Building Improvement and Description

The Gross Building Area Square Footage of Building "B" is 6,887 and the new interior airspace area square footage of Building "B" is 6,676 square feet, of which 6,335 square feet is attributed to tenant commercial units, and 341 square feet is attributed to common restrooms and a mechanical room.

The recorded Final Map of Tract No. 6017 and the Condominium Plan for Lot 1 of Tract No 6017, as specifically identified in paragraph 1, include the official square footages as determined and certified by official survey.

There are some units that share common facilities such as restrooms and lavatories. In this case, it shall be the responsibility of the owners in common to address cleaning maintaining and stocking those facilities. These facilities are not a part of the common area responsible of the business association.

10. Appraised Value

Building "B" is appraised at \$220,000.00, \$31.94/SqFt Gross Building Area, as of September 5, 2013.

11. Commercial Tenant Unit and Lease Information

Certain tenant leases are one-year terms that must be assumed by the Buyer through the remainder of the lease term. Other tenants are on month-to-month lease terms and Buyer is not obligated, but is encouraged to discuss new Leases to avoid displacement of tenants. Tenant information including rental income for all units in Building B, is attached hereto as Exhibit "E." A chart showing the agreed upon progressive rental rates for each of the tenants/rental units in both Building "A" and Building "B" is attached hereto as Exhibit "L".

The leases were based upon the square footage of each unit believed to be accurate at the time the lease was negotiated. The square footage of each unit has since been shown to be slightly different from the square footage shown in the leases by the official recorded certified survey.

12. Photographs

Photographs of Building "B" are attached hereto as Exhibit "F".

C. Business Owners Association and Management Company

Conditions, Covenants and Restrictions (CC&Rs) were recorded when the two Business Suite Owner Associations were formed which are currently, and will continue to be binding upon all buyers and business tenants. A copy of the recorded CC&Rs for both Coalinga Plaza Durian and Coalinga Plaza Cedar Business Suite Owner Associations are attached here to as Exhibits "G" and "H", respectively.

Monthly assessments will be made by the Business Suite Owners Association management company, (City of Coalinga) to each unit within each building. The assessments will be prorated based upon the square footage of the units. A chart showing the square footage of each unit and estimated association fees is attached hereto as Exhibit "I". The Association fees are estimated based on hiring a management company to oversee the operation of the Association if the new owners choose to do so. This will be established if the units are purchased by individual owners. If the buildings are purchased by one owner then it will be at the discretion of the new owner to hire a management company or dismantle the Association and revert the property to leasable units.

IV. CONTENTS OF PURCHASE PROPOSAL

A. Scope of Proposal

All matters related to this sale and this proposal shall conform to the requirements of the RFP, including but not limited to, the proposed Purchase and Sale Agreement. The proposal shall address each of the items set forth in the request for Proposals in order to be considered responsive.

Subject to the terms and conditions of this RFP, individuals or corporations interested in purchasing the property shall submit a proposal with executed originals of the documents required by, or Exhibits attached to, this RFP.

By signing and submitting a proposal, each Buyer acknowledges that it has made a careful study of the RFP, the incorporated documents and the property, and has fully assured itself as to the conditions of the property offered. By signing and submitting its proposal, the Buyer agrees to all terms and conditions of this RFP.

1. Pre-Bid Conference and Property Walkthrough: Prospective buyers may attend a non-mandatory, pre-bid conference scheduled for **September 24, 2014 from 10:00 a.m. to 12:00 p.m.** in the **City Hall Conference Room** at 155 W. Durian, Coalinga, CA with an inspection of the property to immediately follow the conference. The City makes no warranty or guaranty of the condition of the Property or its fitness for any particular purpose or use and is selling the property in an **"as is"** condition.

2. Price Proposal: If a Buyer wishes to submit a proposal to purchase more than one unit, they must clearly identify the price proposal for each individual unit listed by the Building and unit address. Additionally, if a Buyer wishes to submit a proposal to purchase an entire building with all units contained therein, the Buyer must clearly state this in his/her proposal, and clearly identify the price proposal for each individual unit listed by the appropriate Building and unit address, and clearly state the Total Purchase Price Proposal the Buyer is proposing to pay for that particular building, based on the sum of the price proposals for the individual units. Finally, if a Buyer wishes to submit a proposal to purchase both buildings, and all units contained therein, the Buyer must clearly state this in his proposal, and clearly identify the price proposal for each individual unit listed by the appropriate Building and unit address, and clearly state the Total Purchase Price Proposal the Buyer is proposing to pay for both buildings, based on the sum of the price proposals for the individual units in both buildings.

3. Minimum Purchase Price: Buyers must submit a price proposal that is equal to or greater than the "Minimum Purchase Price." The minimum purchase price for each of the individual units listed in this RFP is identified in Exhibit "J."

4. Buildings are being sold in As-Is Condition: The two buildings that are being offered for sale are being sold as-is and the seller shall not be responsible

for any additional improvements as a condition of sale and will not entertain requests for additional improvements to be included.

RFPs offering less than the minimum price determined for each unit, group of units or building of units may be deemed non-responsive. When submitting an offer to purchase an entire building, Buyer must submit a price proposal that is equal to or greater than the appraised value of the building (the collective total of the minimum prices for each of the units within the building), or the offer may be deemed non-responsive.

B. Other Required Documents

The following documents shall be included in addition to and as part of the Proposal:

1. Buyer shall submit a Letter of Commitment.
2. Buyer shall submit a Letter of Credit from a Financial Institution.
3. Within thirty (30) days of the Notice of Award the successful Buyer(s) shall sign a Purchase and Sale Agreement substantially in compliance with the Purchase and Sale Agreement attached as Exhibit "I."

Proposals, including price proposal shall be submitted to Tawnya Stevens 395 E. Elm Ave, Suite A, Coalinga, CA by 4:00 PM, October 13, 2014, immediately after which said proposals will be opened. The City will not consider proposals submitted by email, by facsimile or submitted in any manner after the deadline. Any buyer wishing to withdraw, modify or correct a proposal shall do so in writing, prior to the date and time established for receipt of proposals. No Proposal may be amended or withdrawn after the submittal deadline. Proposals determined by the City to be incomplete, not properly endorsed or otherwise contrary to these instructions may be rejected. The City will not accept conditional proposals, except as specifically expressly allowed by this RFP.

The City will open and evaluate all proposals in accordance with applicable provisions of the City of Coalinga Municipal Code. The City has determined that the selection of the most advantageous offer requires comparative judgments of factors in addition to and other than price because of the nature and particular requirements of the sale. Those factors are described elsewhere in this RFP.

The City reserves the right to reject any or all Proposals and to determine the Proposal deemed in its best interest. The City reserves the right to waive any informalities, irregularities or minor defects, or allow a buyer to correct them to the extent allowed by law. The City will award the sale of the property to the responsible and responsive buyer based on the evaluation and award process described in this RFP. The City will not award the sale of the property or evaluate the proposals solely on the basis of the highest price. Selection of the successful Buyer shall be based on the buyer's responsiveness to the requirements and conditions described in this RFP, financial stability, and the proposed price as deemed to be in the best interest of the City.

Any and all addenda shall become a part of this RFP and shall be acknowledged in the Proposal. The City is not responsible for any costs incurred by buyers in preparing, submitting or presenting proposals. All proposals, responses, inquiries and correspondence relating to this RFP and all documents provided become the property of the City upon receipt. The City retains the right to use some or all ideas presented in any proposal. Selection or rejection of a proposal shall not affect this right.

C. Good Faith Deposit

At time of the Proposal, the Buyer shall submit certified check equal to 5% of the proposed purchase price, or \$5,000, whichever is greater. Personal checks are not considered an acceptable form of Good Faith Deposit.

If the successful Buyer withdraws its Proposal, fails to make payment in full as set forth herein, fails to execute the required documents, or otherwise fails to reasonably cooperate in the conveyance of the Property as required by this RFP or by applicable law, then the certified check as applicable, shall be forfeited to the City of Coalinga.

The City will return the certified check of those applicants whose proposal is rejected by the City, upon signing a Purchase and Sale Agreement with successful buyer.

V. EVALUATION CRITERIA

A. Evaluation Criteria Provisions

Each Proposal will be reviewed for completeness, responsiveness and compliance with the general requirements of the RFP by the City. If the Proposal does not satisfy the requirements of this RFP, it shall be deemed unacceptable. The City will make an award to the responsive and responsible proposal submitting the most advantageous proposal.

B. Financial Stability

Buyer shall identify all proposed funding sources to be utilized for the acquisition of the buildings. The Buyer shall submit a Letter of Credit from a financial institution (e.g. bank), or other institution listed as a funding source. The documents submitted shall demonstrate that the Buyer has sufficient assets available, or access to sufficient credit, to acquire the property in the timeframe proposed. The Buyer shall submit a plan for securing all necessary financing to complete the purchase of the property or properties under this RFP.

Buyer shall have no current past due debt obligations to the City of Coalinga or any other municipality in which the Buyer owns property.

C. Price

The preferred proposal will be chosen based on the category level below and on the basis of the highest price offered for the property.

The City will consider the following price proposals:

Category 1: "*Extremely Highly Advantageous*" - proposals to purchase an entire building or both buildings in an amount meeting or exceeding the minimum purchase prices.

Category 2: be "*Highly Advantageous*" - proposals which have secured all financing necessary to acquire the property in the timeframe proposed with verification of these financing sources.

Category 3: "*Advantageous*" - Buyers that have applied for funding to acquire the property, have secured at least 50% of the required funding to acquire the property, and have a well organized financial plan for securing all necessary financing to complete the project within the proposed timeframe.

Category 4: "*Acceptable*" - Buyers that have applied for funding to acquire at least one unit, and which have offered the minimum market value, and secured the required funding.

In order for a Buyer to be considered for purchase of an entire building, that Buyer must outbid/be the highest bidder on the majority of units in that building and must match the high bidder on the units for which he/she is not the highest bidder.

EXHIBIT H
CC&R'S FOR BUILDING "B"

**RECORDING REQUESTED BY
AND FOR THE BENEFIT OF:**

City of Coalinga
155 W. Durian Avenue
Coalinga, California 93210

WHEN RECORDED MAIL TO:

Dale E. Bacigalupi, Esq.
Lozano Smith
7404 N. Spalding Ave.
Fresno, California 93720



FRESNO County Recorder
Paul Dictos, C.P.A.

DOC- 2013-0083649

Acct 1002-Chicago Title Ins Co ER

Thursday, JUN 13, 2013 08:00:00

Ttl Pd \$0.00 Rcpt # 0003913828
KJE/R5/1-25

No recording or filing fee required. This document exempt from
fee pursuant to California Government Code §§ 6103, 27383

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE
COALINGA PLAZA-CEDAR BUSINESS SUITES
A CONDOMINIUM PROJECT**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE COALINGA PLAZA-CEDAR BUSINESS SUITES
A CONDOMINIUM PROJECT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on April 10, 2013
by The City of Coalinga, a Municipal Corporation (the "Declarant").

RECITALS

- A. Declarant is the owner of that certain real property located in the City of Coalinga, County of Fresno, State of California, and more particularly described on the condominium map filed in the records of Fresno County, California, in Volume 83, pages 10 through 11 of Plats.
- B. Declarant intends to subdivide the Property into commercial condominium estates subject to the provisions of the Davis-Stirling Common Interest Development Act contained in California Civil Code sections 1350, et seq. or such statutes as amends or replaces it (the "Act"), and to establish a plan of condominium ownership for the benefit of all the condominium estates created.
- C. In furtherance of this intent, Declarant hereby declares that all of the Property is and shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in this Declaration, as this Declaration may be amended from time to time, all of which are declared and agreed to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property. All provisions of this Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Property, and shall be binding on and for the benefit of all of the Property and all parties having or acquiring any right, title, or interest in all or any part of the Property, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of a Condominium.

ARTICLE I. DEFINITIONS

Section 1.01 Articles. "Articles" means the Articles of Incorporation of The Coalinga Plaza-Cedar Business Suites Owners Association and any amendments thereto.

Section 1.02 Association. "Association" means The Coalinga Plaza-Cedar Business Suites Owners' Association, a non-profit mutual benefit corporation.

Section 1.03 Board. "Board" means the Board of Directors of the Association.

Section 1.04 Building. "Building" shall mean a separate structure containing one or more Units. There is one (1) Building Structure within the Project.

Section 1.05 Bylaws. "Bylaws" means the Bylaws of the Association and amendments thereto that are or shall be adopted by the Board.

Section 1.06 Common Area. "Common Area" means the entire Project except all Units as defined in this Declaration or as shown on the Condominium Plan.

Section 1.07 Condominium. "Condominium" means an estate in real property consisting of a fee interest in a Unit, the boundaries of which are shown and described on the Condominium Plan, a fractional undivided interest as a tenant in common in the Common Area of the Project, a Membership in the Association, and any Exclusive Use Common Area appurtenant to the Unit. The fractional undivided interest appurtenant to each Unit shall be based upon the ratio or percentage that the square footage of each Owner's Unit (plus Exclusive Use Common Area, if any) bears to the total square footage of all Units (plus Exclusive Use Common Area, as the case may be) in the Project.

Section 1.08 Condominium Plan. "Condominium Plan" means that condominium map filed in the records of Fresno County, California, Volume 83, pages 10 through 11 of Plats.

Section 1.09 Declarant. "Declarant" means The City of Coalinga, a Municipal Corporation, and its successors and assigns.

Section 1.10 Declaration. "Declaration" means this Declaration of Covenants, Conditions and Restrictions and any amendments thereto.

Section 1.11 Exclusive Use Common Area. "Exclusive Use Common Area" means those portions of the Common Area reserved for the exclusive use of one or more, but fewer than all, of the Owners pursuant to Section 2.04 of this Declaration.

Section 1.12 Governing Instruments. "Governing Instruments" means this Declaration, the Articles, Bylaws, and any Rules and Regulations of the Project.

Section 1.13 Manager. "Manager" means any person or entity appointed by the Board to manage the Project.

Section 1.14 Member. "Member" means every person or entity entitled to membership in the Association as provided in this Declaration.

Section 1.15 Mortgage; First Mortgage. "Mortgage" means a mortgage or deed of trust encumbering a Condominium or any other portion of the Project. "First Mortgage" means a mortgage that has priority over all other mortgages encumbering the same Condominium or other portions of the Project.

Section 1.16 Mortgagee; Related Terms. "Mortgagee" means a Person to whom a Mortgage is made and includes the beneficiary of a deed of trust and any guarantor or insurer of a mortgage. "Institutional Mortgagee" means a mortgagee that is a financial intermediary or depository, such as a bank, savings and loan, or mortgage company, that is chartered under federal or state law and that lends money on the security of real property or invests in such loans, or any insurance company or governmental agency or instrumentality, including the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Government National Mortgage Association (GNMA). "First Mortgagee" means a mortgagee that has priority over all other mortgages or holders of mortgages encumbering the same Condominium or other portions of the Project. The term "Beneficiary" shall be synonymous with the term "Mortgagee."

Section 1.17 Mortgagor; Trustor. "Mortgagor" means a Person who mortgages his, her, or its property to another (i.e., the maker of a mortgage), and shall include the trustor of a deed of trust. The term "Trustor" shall be synonymous with the term "Mortgagor."

Section 1.18 Owner. "Owner" means the record holder or holders of record fee title to a Condominium, including Declarant, and any contract sellers under recorded contracts of sale. "Owner" shall not include any persons or entities who hold an interest in a Condominium merely as security for performance of an obligation.

Section 1.19 Person. "Person" means a natural individual, a corporation, or any other entity with the legal right to hold title to real property.

Section 1.20 Plan. "Plan" means the condominium map filed in the records of Fresno County, California, in Volume 83, pages 12 through 11 of Plats.

Section 1.21 Project. "Project" means the entire parcel of real property described on the Plan and all improvements thereon.

Section 1.22 Property. "Property" means the real property described in the Recitals.

Section 1.23 Rules and Regulations. "Rules and Regulations" means any Rules and Regulations for The Coalinga Plaza-Cedar Business Suites regulating the use of the Common Area and adopted by the Association pursuant to Section 3.06(b) of this Declaration.

Section 1.24 Structure. "Structure" shall mean all improvements and appurtenances within the Project.

Section 1.25 Unit. "Unit" means that portion of a Condominium that consists of a fee interest. "Unit" does not include the other elements of a Condominium. Each Unit shall be a separate freehold estate, as separately shown, numbered, and designated in the Condominium Plan. Each Unit consists of business office space bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows, and doors (including the wall coverings and floor coverings), as shown on the Condominium Plan, where such surfaces exist. Where such surfaces do not exist, the lateral boundaries of each Unit shall consist of vertical planes in space at the dimensions shown on the Condominium Plan for such Unit extending from the interior unfinished surfaces of the perimeter floor to the interior unfinished surfaces of the perimeter ceiling of the Building which the Unit is a part.

ARTICLE II THE PROPERTY

Section 2.01 Project Subject to Declaration. The entire Project shall be subject to this Declaration.

Section 2.02 Common Area. The following provisions govern the use and enjoyment of the Common Area:

(a) The Association shall have an easement in, to, and throughout the Common Area and its improvements to perform its duties and exercise its powers.

(b) Except as provided in this Declaration, there shall be no judicial partition of the Common Area, nor shall Declarant or any person acquiring an interest in all or any part of the Project seek any judicial partition.

(c) Subject to the provisions of this Declaration, each Owner has nonexclusive rights of ingress, egress, and support through the Common Area. These rights shall be appurtenant to and shall pass with title to every Condominium. However, these rights shall not interfere with, and shall be subordinate to, any exclusive right to use an Exclusive Use Common Area.

(d) The Members rights of use and enjoyment of the Common Area shall be subject to the restrictions set forth in the Governing Instruments, including the following:

(1) The right of the Association to adopt and enforce Rules and Regulations for the use of the Common Area.

(2) The right of the Association to reasonably limit the number of guests and tenants using the Common Area.

(3) The right of the Association to assign or otherwise control the use of any unassigned parking spaces within the Common Area.

(4) The right of the Association to suspend the right of any Owner, and the Persons deriving rights from any Owner, to use and enjoy the Common Area for any period during which the Owner is delinquent in the payment of any assessment.

(5) The right of the Association to cause the construction of additional improvements in the Common Area, or to cause the alteration or removal of existing improvements on the Common Area.

(6) The right of the Association to grant, consent to, or join in the grant or conveyance of easements, licenses, or rights-of-way in, on, or over the Common Area.

(7) The right of each Owner to the exclusive use of any Exclusive Use Common Area appurtenant to the Owners Unit.

(8) The rights of Declarant as described in this Declaration.

(9) The right of the Association to reasonably restrict access to roofs, maintenance facilities or areas, landscaped areas, and similar areas of the Project.

(10) The right of the Architectural Control Committee to approve any proposed alteration or modification to the Common Area or any Unit or Units.

(e) Declarant hereby reserves easements for common driveway purposes, for drainage and encroachment purposes, and for ingress to and egress from the Common Area. These easements may be used to complete improvements on the Common Area and to perform necessary repair work.

(f) The Association may grant to third parties easements in, on, and over the Common Area for the purpose of constructing, installing, or maintaining necessary utilities and services, and each Unit Owner, in accepting his or her or its deed to the Unit, expressly consents to these easements. However, no such easement can be granted if it would interfere with any exclusive easement, or with any Owner's use, occupancy, or enjoyment of his or her or its Unit or any Exclusive Use Common Area appurtenant to the Unit.

(g) A Class A Owner who has sold his or her or its Condominium to a contract purchaser or who has leased or rented the Condominium shall be entitled to delegate his or her or its rights to use and enjoy the Common Area to any contract purchaser, tenant, or subtenant who resides in the Owner's Condominium, subject to reasonable regulation by the Board. If the Owner makes such a delegation of rights, the Owner and the Owner's guests, employees, and invitees shall be entitled to use and enjoy the Common Area for so long as the delegation remains effective.

(h) Each Owner shall be liable to the Association for any damage to the Common Area or to Association-owned property, to the extent that the damage is not covered by insurance, if the damage is sustained because of the negligence, willful misconduct, or unauthorized or improper installment or maintenance of any improvement by the Owner or the Owner's guests, tenants, contract purchasers, or invitees. In the case of joint ownership of a Condominium, the liability of the co-owners shall be joint and several, unless the co-owners and the Association have agreed in writing to an alternative allocation of liability.

Section 2.03 Partition. There shall be no judicial partition of the Project or any part of it, nor shall Declarant or any person acquiring an interest in the Project or any part of it seek any judicial partition, except as follows:

(a) If two or more persons own any Condominium as tenants in common or as joint tenants they may maintain a partition action as to their co-tenancy.

(b) The Owner of a Condominium may maintain a partition action as to the entire Project, as if all of the Owners in the Project were tenants in common in the Project in the same proportion as their interests in the Common Area, and an appropriate court shall order partition by sale of the entire Project, upon a showing of any of the following:

(1) The Project has been in existence for more than 50 years and is obsolete and uneconomical, and owners holding (in the aggregate) more than a 50 percent interest in the common area oppose repair or restoration of the Project.

(2) The Project has been damaged or destroyed and the other criteria set forth in Section 8.04 of this Declaration have been satisfied.

Section 2.04 Exclusive Use Common Areas. The portions of the Common Area listed below are or shall be for the exclusive use of certain Owners of Units and shall be appurtenant to those Units. An Exclusive Use Common Area may not be transferred independently of any other interest of the Owner. Additional Exclusive Use Common Areas may be designated in the future by the Association, provided that the designation is not inconsistent with the rights of any Owner.

(a) Each Owner shall have the exclusive right to use, for parking purposes only, any parking space or spaces, if any, that have been or will be allocated to the Owner's Unit on Exhibit "B" attached to this Declaration.

(b) All internal and external telephone, cable, electrical and other wiring designed to serve a single Unit, but located outside the boundaries of the Unit, are Exclusive Use Common Areas allocated exclusively to that Unit. The Owner of the Unit shall be entitled to reasonable access to the Common Area for the purpose of maintaining this wiring, subject to the consent of the Association and to any other

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conditions reasonably imposed by the Association. The Association's consent shall not be unreasonably withheld.

(c) All mechanical systems and components associated therewith (including, without limitation, water heaters, air conditioning and heating units, ventilation systems, plumbing fixtures, electrical fixtures, conduits, switches, outlets and light bulbs, and nonbearing walls other than perimeter walls, and any doors in them) designed to serve a single Unit, but located outside the boundaries of the Unit, are Exclusive Use Common Areas allocated exclusively to that Unit. The Owner of the Unit shall be entitled to reasonable access to the Common Area for the purpose of maintaining these mechanical systems and related components, subject to the consent of the Association and to any other conditions reasonably imposed by the Association. The Association's consent shall not be unreasonably withheld.

Section 2.05 Maintenance by Owners. Each Owner shall maintain the Owner's Unit (including the equipment and fixtures in the Unit and the interior surfaces of the walls, ceilings, floors, windows and doors), and all the mechanical systems and related components in the Exclusive Use Common Area appurtenant to the Owner's Unit in a clean, sanitary, and attractive condition. This maintenance shall be at the Owner's expense. However, the Owner shall not take any actions that would impair or otherwise alter the structural integrity or mechanical systems or lessen the support of the Unit or any other portion of the Project, without the prior written approval of the Architectural Control Committee, as provided in Article VI of this Declaration.

Section 2.06 Presumption Regarding Boundaries of Units. In interpreting deeds, declarations, and plans, the existing physical boundaries of a Unit, including any Unit reconstructed in substantial accordance with the Condominium Plan and the original construction plans for the Project, shall be conclusively presumed to be its boundaries, rather than the description expressed in the deed, Condominium Plan, or Declaration. This presumption applies regardless of settling or lateral movement of the building and regardless of minor variances between boundaries, as shown on the Condominium Plan or described in the deed and Declaration, and the boundaries of the building as constructed or reconstructed.

Section 2.07 Prohibition Against Severance of Elements. Any conveyance, judicial sale, or other voluntary or involuntary transfer of a Unit shall include the undivided interest in the Common Area and any Exclusive Use Common Areas appurtenant to the Unit. Any conveyance, judicial sale, or other voluntary or involuntary transfer of the Owner's entire estate shall also include the Owner's Membership interest in the Association, as provided in Section 3.02 of this Declaration. Any transfer that attempts to sever those component interests, except a transfer of an Exclusive Use Common Area pursuant to Section 2.03 of this Declaration, shall be void.

ARTICLE III OWNERS' ASSOCIATION

Section 3.01 Organization of the Association. The Association is nonprofit mutual benefit corporation. From the closing of the escrow for the first sale of a Unit, the Association shall be charged with the duties and invested with the powers prescribed by law and set forth in this Declaration, and the Bylaws.

Section 3.02 Membership. Every Owner, upon becoming an Owner, shall automatically become a Member of the Association. Ownership of a Unit is the sole qualification for membership. Each Member shall have the rights, duties, privileges, and obligations set forth in the Governing Instruments. Membership shall automatically cease when the Owner no longer holds an ownership interest in a Condominium. All memberships shall be appurtenant to the Condominium conveyed, and cannot be transferred, assigned, conveyed, hypothecated, pledged, or alienated except as part of a transfer of the Owner's entire ownership interest, and then only to the transferee. Any transfer of the Owner's title to his or her or its Condominium shall automatically transfer the appurtenant membership to the transferee.

Section 3.03 Classes of Membership. The Association shall have two classes of voting membership, as follows:

(a) All Owners, other than the Declarant, shall be Class A members. Class A membership entitles the holder to one vote for each square foot contained within such Condominium owned. When a Condominium is owned by more than one person, only one vote may be cast for the Condominium, as provided in Section 3.04(b) of this Declaration.

(b) The Declarant shall be the sole Class B member. The Class B member shall be entitled to three votes for each square foot contained within each such Condominium owned by the Declarant. Class B membership shall cease and be converted to Class A membership upon the occurrence of whichever of the following is first in time:

(1) The date on which all the Units are sold and conveyed; or (2) On a prescribed date to be established by the Board, which must not be later than the second anniversary of the first conveyance of a Unit following recordation of the Condominium Plan for the Project.

Section 3.04 Voting Rights. All voting rights of the Owners shall be subject to the following restrictions, limitations, and requirements:

(a) Except as provided in this Article, on each matter submitted to a vote of the Owners, each Owner shall be entitled to cast the applicable number of votes (as set forth in Section 3.03 above) for each Condominium owned.

(b) Fractional votes shall not be allowed. When there is more than one record Owner of a Condominium ("co-owners"), all of the co-owners shall be Members, but only one of them shall be entitled to cast the votes attributable to the Condominium. Co-owners should designate in writing one of their number to vote. If no such designation is made or if it is revoked, the co-owners shall decide among themselves, by majority vote, how that Condominium's vote is to be cast. Unless the Board receives a written objection in advance from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of his or her or its co-owners. No vote shall be cast for the Condominium on a particular matter if a majority of the co-owners present in person or by proxy cannot agree on a vote. In the event more than one vote is cast for a particular Condominium, none of such votes shall be counted and all of such votes shall be deemed void.

(c) Except as provided in Section 3.07(c) of this Declaration, governing the enforcement of certain bonded obligations, and the Bylaws, governing the removal of directors, as long as two classes of voting memberships exist, any provision of this Declaration, the Articles, or the Bylaws that requires the approval of a specified percentage of the voting power of the Association (rather than simply requiring the vote or written consent of a majority of a quorum) shall require the approval of the specified percentage of the voting power of each class of membership. Except as provided in Section 3.07(c) of this Declaration and the Bylaws, when the Class B Membership has terminated, any provision of this Declaration, the Articles, or the Bylaws that requires the approval of a specified percentage of the voting power of the Association shall require the vote or written consent of Owners representing the specified percentage of both the total voting power of the Association and the voting power of the Association residing in Owners other than Declarant.

(d) The Board shall fix, in advance, a record date or dates for the purpose of determining the Owners entitled to notice of, and to vote at, any meeting of Owners. The record date for notice of a meeting shall not be more than 90 or less than 10 days before the date of the meeting. The record date for voting shall not be more than 60 days before the date of the meeting or before the date on which the first written ballot is mailed or solicited. The Board may also fix, in advance, a record date for the purpose of determining the Owners entitled to exercise any rights in connection with any other action. Any such date shall not be more than 60 days prior to the action.

(e) Every Owner entitled to vote at any election of the Directors may cumulate the Owner's votes and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which the Owner is entitled, or distribute the Owner's votes on the same principle among as many candidates as the Owner thinks fit. No Owner shall be entitled to cumulate votes for a candidate or candidates unless the candidate's name or candidates' names have been placed in nomination prior to voting and an Owner has given notice at the meeting prior to the voting of the Owner's intention to cumulate votes. If any one Owner has given such notice, all Owners may cumulate their votes for candidates in nomination.

Section 3.05 Membership Meetings. The provisions of the Bylaws governing meetings of the Members is hereby incorporated by reference.

Section 3.06 General Powers and Authority. The Association shall have all the powers as set forth in this Declaration, the Articles, and the Bylaws of the Association. It may perform all acts that may be necessary for or incidental to the performance of the obligations and duties imposed upon it by this Declaration or the other Governing Instruments. Its powers shall include, but are not limited to, the following:

(a) The Association shall have the power to establish, fix, levy, collect, and enforce the payment of assessments against the Owners in accordance with the procedures set out in Article IV of this Declaration.

(b) The Association shall have the power to adopt reasonable Rules and Regulations governing the use of the Common Area and its facilities, and of any other Association property. These Rules and Regulations may include, but are not limited to: reasonable restrictions on use by the Owners and their families, guests, employees, tenants, and invitees; and rules of conduct. A copy of the current Rules and Regulations, if any, shall be given to each Owner and shall be posted at conspicuous places in the Common Area. If any provision of the Rules and Regulations conflicts with any provision of this Declaration, the Articles, or the Bylaws, the Declaration, Articles, or Bylaws shall control to the extent of the inconsistency.

(c) The Association shall have the right to institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the Owners, in matters pertaining to the following:

(1) Enforcement of this Declaration, Bylaws, and Rules and Regulations.

(2) Damage to the Common Area.

(3) Damage to the Units that the Association is obligated to maintain or repair.

(4) Damage to the Units that arises out of, or is integrally related to, damage to the Common Area or Units that the Association is obligated to maintain or repair.

(d) In addition to the general power of enforcement described above, the Association may discipline its Owners for violation of any of the provisions of the Governing Instruments or Rules and Regulations by suspending the violator's voting rights and privileges for use of the Common Area, or by imposing monetary penalties, subject to the following limitations:

(1) The accused Owner shall be given notice and an opportunity to be heard with respect to the alleged violation in accordance with the provisions of Civil Code Section 1363.

(2) Any suspension of an Owner's association privileges shall not exceed ten (10) days for each violation.

(3) If the Association imposes a monetary penalty, the Board shall distribute to each Owner, by personal delivery or first-class mail, a schedule of the monetary penalties that may be assessed for those violations.

(4) Except as provided in Article IV of this Declaration, relating to foreclosure for failure to pay assessments, or as a result of the judgment of a court or a decision arising out of arbitration, the Association shall in no way abridge the right of any Owner to the full use and enjoyment of his or her or its Unit.

(e) The Association, acting through the Board, shall have the power to delegate its authority, duties, and responsibilities to its officers, employees, committees, or agents, including a professional management agent. The term of any agreement with a manager or the Declarant for the furnishing of maintenance, repair, and related services shall not exceed one year, renewable by agreement of the parties for successive one-year periods. Such an agreement shall be terminable by either party (1) for cause on 30 days' written notice and (2) without cause or the payment of a termination fee on 90 days' written notice.

(f) The Association's agents or employees shall have the right to enter any Unit when necessary in connection with any maintenance, landscaping, or construction work for which the Association is responsible. This entry shall be made only upon notice to the Owner (except in the case of an emergency) and with as little inconvenience to the Owner as is practicable, and the Association shall repair any resulting damage at its own expense.

Section 3.07 Duties of the Association. In addition to the duties delegated to the Association or its agents and employees elsewhere in the Governing Instruments, the Association shall be responsible for the following:

(a) The Association, acting through the Board, shall operate, maintain, repair, and replace the Common Area and its improvements, all landscaping, and the exterior surfaces of all structures and Units in the Project, or contract for the performance of that work, subject to the provisions of Article VIII of this Declaration relating to destruction of improvements, Article IX of this Declaration pertaining to eminent domain, and Section 2.02(h) of this Declaration relating to damage caused by Owners. The foregoing areas and improvements shall be kept in a clean, sanitary, and attractive condition. Further, the Association shall keep the Common Areas free of infestation by wood-destroying pests or organisms. If infestation is present, the Association shall have the right to cause the temporary, summary removal of any occupant of the Project while the Association has the infestation treated. The temporary relocation must be preceded by notice provided by the Association pursuant to Civil Code Section 1364. The Association shall not be responsible for maintaining Exclusive Use Common Areas. The Association shall also have the exclusive right and duty to acquire and maintain any furnishings and equipment for the Common Area that it determines are necessary and proper. As a general rule, maintenance costs shall be included in the regular assessments. However, if additional work is required for a particular Unit, the expenses of that additional work shall be charged solely to the Owner of the Unit in the month in which the work is performed. Further, the Owner of a Unit shall pay the costs of any temporary relocation of any occupant of the Unit occasioned by the presence of wood-destroying pests or organisms. If the Owner does not pay for the additional work within fifteen (15) calendar days after receiving the bill, the Association shall institute appropriate collection actions and shall recover the reasonable costs of collection, including attorneys' fees and interest from the due date until paid at the rate of ten percent (10%) per annum.

(b) The Association shall use the maintenance fund described in Section 4.03 of this Declaration to, among other things, acquire and pay for the following:

(1) Water, sewer, garbage, electrical, telephone, gas, elevator, and other necessary utility service for the Common Area and, to the extent not separately metered and charged, for the Units;

(2) The insurance policies described in Article VII of this Declaration;

(3) The services of any personnel that the Board determines are necessary or proper for the operation of the Common Area; and

(4) Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of this Declaration.

(c) If the Association is obliged under a bond or other arrangement to secure the performance of Declarant as to any Common Area improvements that were not completed prior to the issuance of the final public report on the Project, the following provisions shall govern the initiation of action to enforce the bond:

(1) The Board of Directors of the Association shall consider and vote on the question of action by the Association to enforce the obligations under the bond with respect to any improvement for which a Notice of Completion has not been filed within 60 days after the completion date specified for the improvement in the Planned Construction Statement appended to the bond. If the Association has given an extension in writing for the completion of any Common Area improvement the Board shall consider and vote on

the above question if a Notice of Completion has not been filed within 30 days after the expiration of the extension.

(2) If the Board votes not to initiate action to enforce the obligations under the bond, or if it fails to consider and vote on the matter as required, a special meeting of the Owners of the Association shall be called for the purpose of overriding the Board's decision or for taking action on the matter, on receipt of a petition calling for such a meeting signed by Owners representing at least 5 percent of the total voting power of the Association. The meeting shall be held not less than 35 days or more than 45 days after receipt of the petition by the Board. At the special meeting, only the Owners other than Declarant shall be allowed to vote on the matter. A vote by a majority of the voting power of the Association residing in Owners other than Declarant to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association, and the Board shall implement this decision by initiating and pursuing appropriate action in the name of the Association.

(d) Except as otherwise provided in the Act, the Association shall prepare a pro forma operating budget for each fiscal year, and shall distribute a copy of the budget to each Owner not less than 45 and not more than 60 days before the beginning of the fiscal year. As an alternative to the foregoing distribution of the budget, the Association may elect to do all of the following in the manner required by statute: distribute a summary of the budget to each Owner, make the budget available for inspection at a designated location, and provide copies of the budget to Owners on request and at the expense of the Association. The budget shall contain at least the following:

(1) The estimated revenue and expenses on an accrual basis;

(2) A summary of the Association's reserves that is based on the most recent review or study conducted pursuant to Civil Code Section 1365.5. This summary shall include the following: (i) the current estimated replacement cost, estimated remaining life, and estimated useful life of each major component that the Association is obligated to maintain (hereafter referred to as the "major components"); (ii) the current estimate, as of the end of the fiscal year for which the study is prepared, of the amount of cash reserves necessary to repair, replace, restore, or maintain the major components; (iii) the current amount, as of the end of the fiscal year for which the study is prepared, of accumulated cash reserves actually set aside to repair, replace, restore, or maintain the major components; and (iv) the percentage that the amount described in (iii), above, is of the amount determined for purposes of (ii), above (that is, the percentage obtained by dividing the amount described in (iii), above, by the amount described in (ii), above).

(3) A statement as to whether the Board has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves for such work.

(4) A general statement addressing the procedures used for the calculation and establishment of reserves to defray the future repair, replacement, or additions to the major components

(e) Except as otherwise provided in the Act, within 120 days after the close of each fiscal year, the Association shall prepare and distribute to the Owners an annual report consisting of the following:

(1) A balance sheet as of the end of the fiscal year;

(2) An operating (income) statement for the fiscal year;

(3) A statement of changes in financial position for the fiscal year; and,

(4) For any fiscal year in which the gross income to the Association exceeds \$75,000, a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy.

If this report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared without independent audit or review from the books and records of the Association.

(f) Except as otherwise provided in the Act, within 60 days before the beginning of each fiscal year, the Association shall prepare and distribute to the Owners a statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of assessments against Owners.

(g) Except as otherwise provided in the Act, the Association shall prepare a balance sheet, as of an accounting date that is the last day of the month closest in time to six months from the date of closing of the first sale of a Unit in the Project, and an operating statement for the period from the date of the first closing to the foregoing accounting date. The Association shall distribute this statement to the Owners within 60 days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the Unit and the name of the Owner assessed.

(h) Except as otherwise provided in the Act, the Association shall provide any Owner with the following documents within 10 days of the mailing or delivery of a written request therefor:

(1) A copy of the Governing Instruments.

(2) A copy of the most recent financial statement distributed pursuant to Section 3.07 (d) of this Declaration.

(3) A written statement from an authorized representative of the Association specifying (i) the amount of any assessments levied on the Owner's Unit that are unpaid on the date of the statement; and (ii) the amount of late charges, interest, and costs of collection that, as of the date of the statement, are or may be made a lien on the Owner's Unit pursuant to Section 4.09 of this Declaration. The Association may charge the Owner a reasonable fee to cover its cost to prepare and reproduce those requested items

(i) The Association shall pay all real and personal property taxes and assessments levied against it, its personal property, the Common Area, and Exclusive Use Common Areas.

Section 3.08 Board of Directors. The affairs of the Association shall be managed and its duties and obligations performed by an elected Board of Directors consisting of three (3) Owners or duly authorized officers of Corporate or Partnership Owners, except as otherwise provided in the Bylaws, which is hereby incorporated by reference.

Section 3.09 Inspection of Books and Records. The Association shall maintain financial books and records for a period of 5 years. The Owners and Directors shall have the right to obtain and inspect those books and records, and to obtain copies at a cost not to exceed the actual copying costs.

ARTICLE IV. ASSESSMENTS AND COLLECTION PROCEDURES

Section 4.01 Covenant to Pay. The Declarant covenants and agrees, for each Unit owned by it in the Project, and each Owner by acceptance of the deed to the Owner's Unit is deemed to covenant and agree to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. A regular or special assessment and any late charges, reasonable costs of collection, and interest, as assessed in accordance with the provisions of this Article, shall be a debt of the Owner of the Unit at the time the assessment or other sums are levied. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Area or abandonment of the Owner's Unit.

Section 4.02 Exemptions From Assessments. Any Owner (including Declarant) of a lot in the Project shall be exempted from that portion of any assessment that is for the purpose of defraying expenses and reserves directly attributable to the existence and use of a common facility that is not complete at the time the assessment commences. This exemption shall be in effect only until a notice of

completion of the common facility is recorded or the common facility is placed into use, whichever occurs first.

Section 4.03 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the safety and welfare of the Owners, for the operation, replacement, improvement, and maintenance of the Property, and to discharge any other obligations of the Association under this Declaration. All assessment payments shall be put into a maintenance fund to be used for the foregoing purposes.

Section 4.04 Assessment Period. The fiscal year for the Association shall be a calendar year, unless the Board decides otherwise. The regular assessment period shall commence on January 1 and terminate on December 31 of each year; provided, however, that the first regular assessment period for all Condominiums in the Project shall commence on the date of the first conveyance of a Unit in the Project, and shall terminate on December 31 of that year.

Section 4.05 Regular Assessments. Within 60 days prior to the beginning of each fiscal year of the Association, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements, with adjustments made for any expected income and surplus from the prior year's fund. The estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Units owned by that owner to the total number of Units in the Project subject to assessment. Regular assessments for fractions of any month shall be prorated. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month unless the Board adopts an alternative method for payment. Declarant shall pay its full prorated share of the regular assessments on any unsold Condominiums subject to regular assessments.

Section 4.06 Special Assessments. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year due to the cost of any construction, unexpected repairs or replacements of capital improvements upon the Common Area, or any other reason, it shall make a special assessment for the additional amount needed. Special assessments shall be levied and collected in the same manner as regular assessments.

Section 4.07 Limitations on Assessments. The Board shall comply with the following requirements governing the imposition and amounts of assessments:

(a) For any fiscal year, the Board may impose a regular assessment per Unit that is as much as 20 percent greater than the regular assessment for the preceding fiscal year, provided (1) the Board has distributed the pro forma operating budget described in Section 3.07(d) for the current fiscal year or (2) the increase is approved by Owners constituting a majority of the votes at a meeting or in an election of the Association conducted in accordance with Corporations Code Sections 7510-7527 and 7613.

(b) The Board may impose, for any fiscal year, a regular assessment per Unit that is more than 20 percent greater than the regular assessment for the preceding fiscal year, or may levy special assessments that in the aggregate exceed 5 percent of the budgeted gross expenses of the Association for that fiscal year, provided the increase or levy is approved by Owners constituting a majority of the Owners of the Association and casting a majority of the votes at a meeting or election of the Association conducted in accordance with Corporations Code Sections 7510-7527 and 7613.

(c) The Board may, without complying with the foregoing requirements, make an assessment increase that is necessary for an emergency situation. An emergency situation is an extraordinary expense that is any of the following:

(1) Required by a court order.

(2) Necessary to repair or maintain the Project or any part of it for which the Association is responsible when a threat to personal safety in the Project is discovered.

14 12

Letter of Commitment

To whom it may Concern

I Kamalpreet S Hundal (Kevin) want to buy your property 145 W Durian st, Coalinga, CA with a price of \$10,300.00. I have submitted my purchase contract, bank letter and a cashier check for \$5,000.00 to Tanya Stevens. If you have any question or need anything further please contact me at 559-934-1305. Thank you very much for your consideration.



Kamalpreet S Hundal



COMMERCIAL PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(NON-RESIDENTIAL)

(C.A.R. Form CPA, Revised 4/13)

Date: October 9, 2014

1. OFFER:

A. THIS IS AN OFFER FROM Kamalpreet S. Hundal, Kirandeep Hundal Kt. ("Buyer").
☒ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ An LLP, or ☐ Other W. (S)

B. THE REAL PROPERTY TO BE ACQUIRED is described as 115 Durian St.,
Assessor's Parcel No. _____, situated in
Coalinga, County of Fresno, California, ("Property").

C. THE PURCHASE PRICE offered is Ten Thousand, Three Hundred (Dollars \$ 10,300.00).

D. CLOSE OF ESCROW shall occur on as per agreement (date) (or ☐ Days After Acceptance).

2. AGENCY:

A. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.

B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
Listing Agent Mid State Realty (Print Firm Name) is the agent
of (check one): ☐ the Seller exclusively; or ☒ both the Buyer and Seller.
Selling Agent Mid State Realty (Print Firm Name) (if not same
as Listing Agent) is the agent of (check one): ☐ the Buyer exclusively; or ☐ the Seller exclusively; or ☒ both the Buyer and Seller.
Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder. \$ 5,000.00

A. INITIAL DEPOSIT: Deposit shall be in the amount of _____.
(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, ☐ electronic funds transfer,
☐ Other _____ within 3 business days after acceptance
(or ☐ Other _____);

OR (2) (If checked) ☐ Buyer has given the deposit by personal check (or ☐ _____) to
the agent submitting the offer (or to ☐ _____), made payable to
Sellers choice. The deposit shall be held uncashed until Acceptance and
then deposited with Escrow Holder (or ☐ into Broker's trust account) within 3 business days after
Acceptance (or ☐ Other _____).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____
within _____ Days After Acceptance, or ☐ _____.

C. LOAN(S): \$ _____

(1) FIRST LOAN in the amount of _____.
This loan will be conventional financing or, if checked, ☐ Seller (C.A.R. Form SFA), ☐ assumed
(C.A.R. Form PAA), ☐ subject to financing, ☐ Other _____. This
loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial
rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to
exceed _____ % of the loan amount.

(2) ☐ SECOND LOAN in the amount of _____.
This loan will be conventional financing or, if checked, ☐ Seller (C.A.R. Form SFA), ☐ assumed
(C.A.R. Form PAA), ☐ subject to financing, ☐ Other _____. This
loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial
rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to
exceed _____ % of the loan amount.

D. ADDITIONAL FINANCING TERMS: all cash - as is

E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT in the amount of \$ 5,300.00
to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL): \$ 10,300.00

G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1)) shall,
within 7 (or ☐ _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing
costs. (If checked, ☐ verification attached.)

H. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 7 (or ☐ _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender
or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved
for any NEW loan specified in 3C above. (If checked, ☐ letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s)
specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain

Buyer's Initials (KH) (KH)
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Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



CPA REVISED 4/13 (PAGE 1 OF 10)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 1 OF 10)

Agent: Tawnya Stevens
Broker: Mid State Realty 395 E. Elm Ave Suite A Coalinga, CA 93210

Phone: (559)935-5123

Fax: (559)935-5122

Prepared using zipForm® software

Property Address: Coalinga, CA 93210

and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:(I) Within 17 (or ☐ _____) Days After Acceptance, Buyer shall, as specified in Paragraph 17, in writing remove the loan contingency or cancel this Agreement;OR (II) (If checked) ☐ the loan contingency shall remain in effect until the designated loans are funded.(4) ☒ **NO LOAN CONTINGENCY** (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or, if checked, ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency or, ☐ if checked, Buyer shall, as specified in paragraph 17B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance. If there is no loan contingency, Buyer shall, as specified in paragraph 17B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.J. ☒ **ALL CASH OFFER** (If checked): Buyer shall, within 7 (or ☐ _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, ☐ verification attached.)K. **BUYER STATED FINANCING:** Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (I) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (II) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.4. **ALLOCATION OF COSTS** (if checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine in the report who is to pay for any work recommended or identified in the Report.**A. INSPECTIONS AND REPORTS:**

- (1) ☐ Buyer ☐ Seller shall pay for sewer connection, if required by Law prior to Close Of Escrow _____
- (2) ☐ Buyer ☐ Seller shall pay to have septic or private sewage disposal system inspected _____
- (3) ☐ Buyer ☐ Seller shall pay to have domestic wells tested for water potability and productivity _____
- (4) ☐ Buyer ☐ Seller shall pay for a natural hazard zone disclosure report prepared by _____
- (5) ☐ Buyer ☐ Seller shall pay for the following inspection or report _____
- (6) ☐ Buyer ☐ Seller shall pay for the following inspection or report _____

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) ☐ Buyer ☒ Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance in accordance with state and local Law, unless exempt.
- (2) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law.
- (3) ☐ Buyer ☐ Seller shall pay for installation of approved fire extinguisher(s), sprinkler(s), and hose(s), if required by Law, which shall be installed prior to Close Of Escrow. Prior to Close Of Escrow Seller shall provide Buyer a written statement of compliance, if required by Law.

C. ESCROW AND TITLE:

- (1) ☒ Buyer ☒ Seller shall pay escrow fee each to pay their own 1/2 _____
Escrow Holder shall be Sellers choice _____
- (2) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 16E _____
Owner's title policy to be issued by Sellers choice _____
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☐ Buyer ☐ Seller shall pay County transfer tax or transfer fee _____
- (2) ☐ Buyer ☐ Seller shall pay City transfer tax or transfer fee _____
- (3) ☐ Buyer ☐ Seller shall pay Owners' Association (OA) transfer fee _____
- (4) ☐ Buyer ☐ Seller shall pay OA document preparation fees _____
- (5) ☐ Buyer ☐ Seller shall pay for _____
- (6) ☐ Buyer ☐ Seller shall pay for _____

5. CLOSING AND POSSESSION:A. **Seller-Occupied or Vacant Units:** Possession shall be delivered to Buyer at 5pm or ☐ _____ AM ☐ PM, ☐ on the date of Close Of Escrow; ☐ on _____; or ☐ no later than _____ Days After Close Of Escrow. If transfer of title and occupancy do not occur at the same time, Buyer and Seller are advised to: (I) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (II) consult with their insurance and legal advisors.B. **Tenant Occupied Units:** Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.

C. At Close Of Escrow, (I) Seller assigns to Buyer any assignable warranty rights for items included in the sale and (II) seller shall deliver to buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.

D. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If the Property is a unit in a condominium or located in a common-interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

6. **SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.Buyer's Initials (KR) (MS)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



7. **SELLER DISCLOSURES:**

- A. ENERGY DISCLOSURE:** Seller shall provide Buyer, at least 24 hours prior to execution of this Agreement, the Disclosure Summary Sheet, Statement of Energy Performance, Data Checklist, and the Facility Summary for the building as required by Public Resources Code Section 25402.10 and California Code of Regulations, Title 20, Sections 1680 through 1685. This requirement is effective for a building with total gross floor area square footage as follows: more than 50,000 square feet, July 1, 2013; more than 10,000 square feet and up to 50,000 square feet, January 1, 2014; and at least 5,000 square feet up to 10,000 square feet, July 1, 2014. For more information, see <http://www.energy.ca.gov/ab1103/index.html>
- B. NATURAL AND ENVIRONMENTAL DISCLOSURES:** Seller shall, within the time specified in paragraph 17, if required by Law: (I) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (II) even if exempt from the obligation to provide an NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (III) disclose any other zone as required by Law and provide any other information required for those zones.
- C. ADDITIONAL DISCLOSURES:** Within the time specified in paragraph 17, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:

- (1) **RENTAL SERVICE AGREEMENTS:** (I) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; and (II) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.
- (2) **INCOME AND EXPENSE STATEMENTS:** The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.
- (3) ☐ **TENANT ESTOPPEL CERTIFICATES:** (If checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (I) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (II) that no lessor defaults exist; and (III) stating the amount of any prepaid rent or security deposit.
- (4) **SURVEYS, PLANS AND ENGINEERING DOCUMENTS:** Copies of surveys, plans, specifications and engineering documents, if any, in Seller's possession or control.
- (5) **PERMITS:** If in Seller's possession, Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- (6) **STRUCTURAL MODIFICATIONS:** Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- (7) **GOVERNMENTAL COMPLIANCE:** Any improvements, additions, alterations or repairs made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.
- (8) **VIOLATION NOTICES:** Any notice of violations of any Law filed or issued against the Property and actually known to Seller.
- (9) **MISCELLANEOUS ITEMS:** Any of the following, if actually known to Seller: (I) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (II) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (III) that any tenant of the Property is the subject of a bankruptcy.

- C. WITHHOLDING TAXES:** Within the time specified in paragraph 17A, to avoid required withholding Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).

8. ☐ **ENVIRONMENTAL SURVEY** (If checked): Within _____ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by ☐ Buyer ☐ Seller. Buyer shall then, as specified in paragraph 17, remove this contingency or cancel this Agreement.

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

10. **CHANGES DURING ESCROW:**

- A.** Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 17: (I) rent or lease any vacant unit or other part of the premises; (II) alter, modify, or extend any existing rental or lease agreement; (III) enter into, alter, modify or extend any service contract(s); or (IV) change the status of the condition of the Property.

- B.** At least 7 (or ☐ _____) Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of any Proposed Changes.

11. **CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:**

- A. SELLER HAS:** 7 (or ☐ _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.

Buyer's Initials (JEP) (WAT)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

- B. If Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has **3 (or ☐) Days** After Acceptance to request from the OA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OA's governing the Property. (Collectively, "CI Disclosures.") Seller shall itemize and deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 17.

12. ITEMS INCLUDED AND EXCLUDED:

- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 12B or C.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property.
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms.
- (3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 17.
- (4) Seller represents that all items included in the purchase price are, unless otherwise specified, owned by Seller. Within the time specified in paragraph 17, Seller shall give Buyer a list of fixtures not owned by Seller.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE:

- 13. CONDITION OF PROPERTY:** Unless otherwise agreed: (i) Property is sold (a) in its **PRESENT** physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) The Property including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as of the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.

- A. Seller warrants that the Property is legally approved as _____ units.

- B. Seller shall, within the time specified in paragraph 17, **DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS** affecting the Property, including known insurance claims within the past five years, **AND MAKE ANY AND ALL OTHER DISCLOSURES REQUIRED BY LAW.**

- C. Buyer has the right to inspect the Property and, as specified in paragraph 17, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that seller make Repairs or take other action.

14. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 17B. Within the time specified in paragraph 17B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 17B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

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

15. SELLER DISCLOSURES: ADDENDA; ADVISORIES; OTHER TERMS:

- A. **Seller Disclosures (if checked):** Seller shall, within the time specified in paragraph 17A, complete and provide Buyer with a:

☐ Seller Property Questionnaire (C.A.R. Form SPQ) OR ☐ Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)

- B. **Addenda (if checked):** ☐ Addendum # _____ (C.A.R. Form ADM)

Buyer's Initials (KH) (WAT)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



115 Durian St.,
Property Address: Coalinga, CA 93210

Date: October 9, 2014

- | | |
|--|---|
| ☐ Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA) | ☐ Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) |
| ☐ Purchase Agreement Addendum (C.A.R. Form PAA) | ☐ Other |
| ☐ Short Sale Addendum (C.A.R. Form SSA) | ☐ Seller Intent to Exchange Supplement (C.A.R. Form SES) |
| ☐ Buyer Intent to Exchange Supplement (C.A.R. Form BES) | ☐ Buyer's Inspection Advisory (C.A.R. Form BIA) |
| C. Advisories (If checked): | ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| ☐ Probate Advisory (C.A.R. Form PAK) | ☐ REO Advisory (C.A.R. Form REO) |
| ☐ Trust Advisory (C.A.R. Form TA) | |
| D. Other Terms: | |

16. TITLE AND VESTING:

- A. Within the time specified in paragraph 17, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index, Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17B.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 17, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, survey requirements, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.
- 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**
- A. **SELLER HAS: 7 (or ☐) Days After Acceptance** to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 4, 7A, B and C, 11A, 12B(3) and (4), 13B, 15A and B and 16. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.
- B. **(1) BUYER HAS: 17 (or ☐) Days After Acceptance**, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and (ii) approve all other matters affecting the Property (including information specified in paragraph 7 and insurability of Buyer and the Property).
- (2) Within the time specified in 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
- (3) Within the time specified in 17B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 17A, then Buyer has **5 (or ☐) Days After Delivery** of any such items, or the time specified in 17B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
- (4) **Continuation of Contingency:** Even after the end of the time specified in 17B(1) and before Seller cancels this Agreement, if at all, pursuant to 17C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 17C(1).
- C. **SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, within the time specified in this Agreement, Buyer does not, in writing, Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.
- (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 3H; (iv) if Buyer fails to provide verification as required by 3G or 3J; or (v) if Seller reasonably disapproves of the verification provided by 3G or 3J. In such event, Seller shall authorize return of Buyer's deposit.
- (3) **Notice To Buyer To Perform:** The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least **2 (or ☐) Days After Delivery** (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 17C(2).

Buyer's Initials (JS) (JS)

Seller's Initials () ()

Reviewed by Date



- D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (I) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining; (II) elected to proceed with the transaction; and (III) assumed all liability, responsibility and expense for Repairs or corrections, or for inability to obtain financing.
- E. CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).
- F. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (I) obtain receipts for Repairs performed by others; (II) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (III) provide Copies of receipts and statements to Buyer prior to final verification of condition.
- 19. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (I) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (III) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 20. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 21. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (I) the Property is maintained pursuant to paragraph 13; (II) Repairs have been completed as agreed; and (III) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 22. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (I) for periods after Close Of Escrow, by Buyer; and (II) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 23. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 25. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 26. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 34A.
- 27. DEFINITIONS:** As used in this Agreement:
- A. "Acceptance"** means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.

Buyer's Initials (*JS*) (*MS*)Seller's Initials () ()

- B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
- C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
- D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 10;
- OR (ii) if checked, ☐ per the attached addendum (C.A.R. Form RDN).
- I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
- J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
28. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interests in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld, unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement.
29. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
30. **COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
31. **BROKERS:**
- A. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property; including, but not limited to, inquiries, introductions, consultation and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.
- C. **SCOPE OF BROKER DUTY:** Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Brokers(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
32. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any relating counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6, 7C, 15B and D, 16, 17F, 22, 27, 31A, 32, 37, 40 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 31A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
- B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or ☐ _____). Escrow holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller

Buyer's Initials (KH) (DM)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



115 Durian St.,
Property Address: Coalinga, CA 93210

Date: October 9, 2014

authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs the Agreement.

- C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraph 31A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 31A, respectively, and irrevocably instructs Escrow Holder to disburse those funds to Brokers at Close Of Escrow, or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.
- D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.
33. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release Instructions from both Buyer and Seller, judicial decision or arbitration award.

Buyer's Initials KH / JH

Seller's Initials _____ / _____

34. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 34C.

B. **ARBITRATION OF DISPUTES:**

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired Judge or Justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 34C.

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

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

Buyer's Initials KH / JH

Seller's Initials _____ / _____

C. **ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.
- (2) **BROKERS:** Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

Buyer's Initials (KH) (JH)

Seller's Initials (_____) (_____)



Property Address: Coalinga, CA 93210Date: October 9, 2014

35. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state of California.
36. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all parties or if incorporated by mutual agreement in a counter offer on addendum. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
37. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
38. **AUTHORITY:** Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.
39. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit shall be returned, unless the offer is Signed by Seller, and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it by 5:00 PM on the third Day after this offer is signed by Buyer (OR, if checked ☐ by _____ (date), at _____ ☐ AM ☐ PM).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Buyer Kamalpreet S. Hundal
 By Kamalpreet S. Hundal Date 10/10/2014
 Print name KAMALPREET S HUNDAL
 Address 420 Buena Vista Dr., City Coalinga State CA Zip 93210
 Telephone (559) 934-1305 Fax (559) 417-6775 E-mail Khundal@sbaglobal.net

Buyer Kirandeep Hundal
 By Kirandeep Hundal Date 10-10-2014
 Print name KIRANDEEP HUNDAL
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____
 Notice Address, If Different _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

40. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.
- ☐ (If checked) **SUBJECT TO ATTACHED COUNTER OFFER, DATED** _____

Seller City of Coalinga
 By _____ Date _____
 Print name _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Seller _____
 By _____ Date _____
 Print name _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____
 Notice Address, If Different _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____ / _____) **Confirmation of Acceptance:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's
 (Initials) authorized agent on (date) _____ at _____ ☐ AM ☐ PM. A binding Agreement
 is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent
 whether or not confirmed in this document. Completion of this confirmation is not legally required in order
 to create a binding Agreement; It is solely intended to evidence the date that Confirmation of Acceptance
 has occurred.

Buyer's Initials (KH) (KH)

Seller's Initials (_____) (_____)

115 Durian St.,
Property Address: Coalinga, CA 93210

Date: October 9, 2014

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 2 above.
C. If specified in paragraph 3A(2), Agent who submitted offer for Buyer acknowledges receipt of deposit.
D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (I) the amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the property is offered for sale or a reciprocal MLS or PDS; or (II) ☐ (If checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Mid State Realty BRE Lic. # 01202124
By Tawnya Stevens BRE Lic. # _____ Date 10/09/2014
Address 395 E Elm Ave., Suite A City Coalinga State CA Zip 93210
Telephone (559) 935-5123 Fax (559) 935-5122 E-mail tawnvastevens@sbcglobal.net
Real Estate Broker (Listing Firm) Mid State Realty BRE Lic. # 01202124
By Tawnya Stevens BRE Lic. # _____ Date 10/09/2014
Address 395 E. Elm Ave City Coalinga State CA Zip 93210
Telephone (559) 935-5123 Fax (559) 935-5122 E-mail tawnvastevens@sbcglobal.net

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (If checked, ☐ a deposit in the amount of \$ _____), counter offer(s) numbered _____ and ☐ Other _____

_____, and agrees to act as Escrow Holder subject to paragraph 32 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions, if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder is licensed by the California Department of ☐ Corporations, ☐ Insurance, ☐ Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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CPA REVISED 4/13 (PAGE 10 OF 10)

Reviewed by _____ Date _____

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 10 OF 10)



115 Durian St.



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(NON-RESIDENTIAL)

(C.A.R. Form CPA, Revised 4/13)

Date: September 30, 2014

1. OFFER:

A. THIS IS AN OFFER FROM Adriana Magdaleno ("Buyer").

☒ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ An LLP, or ☐ Other

B. THE REAL PROPERTY TO BE ACQUIRED is described as 285 Coalinga Plaza
Plaza, Assessor's Parcel No. _____, situated in
Coalinga, County of Fresno, California, ("Property").

C. THE PURCHASE PRICE offered is Forty-Four Thousand (Dollars \$ 44,000.00).

D. CLOSE OF ESCROW shall occur on To be determined by City (date) (or ☐ _____ Days After Acceptance).

2. AGENCY:

A. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.

B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent Mid State Realty (Print Firm Name) is the agent
of (check one): ☒ the Seller exclusively; or ☐ both the Buyer and Seller.

Selling Agent B & B Realty (Print Firm Name) (if not same
as Listing Agent) is the agent of (check one): ☒ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller.
Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 5,000.00

(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, ☐ electronic funds transfer,
☐ Other _____ within 3 business days after acceptance
(or ☒ Other Cashier's Check attached to original offer to City);

OR (2) (If checked) ☐ Buyer has given the deposit by personal check (or ☐ _____) to
the agent submitting the offer (or to ☐ _____), made payable to
_____. The deposit shall be held uncashed until Acceptance and
then deposited with Escrow Holder (or ☐ into Broker's trust account) within 3 business days after
Acceptance (or ☐ Other _____).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____
within _____ Days After Acceptance, or ☐ _____.

C. LOAN(S):

(1) FIRST LOAN in the amount of \$ _____

This loan will be conventional financing or, if checked, ☒ Seller (C.A.R. Form SFA), ☐ assumed
(C.A.R. Form PAA), ☐ subject to financing, ☐ Other _____. This
loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial
rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to
exceed _____ % of the loan amount.

(2) ☐ SECOND LOAN in the amount of \$ _____

This loan will be conventional financing or, if checked, ☐ Seller (C.A.R. Form SFA), ☐ assumed
(C.A.R. Form PAA), ☐ subject to financing, ☐ Other _____. This
loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial
rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to
exceed _____ % of the loan amount.

D. ADDITIONAL FINANCING TERMS: This is an all cash offer.

E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT in the amount of \$ 39,000.00
to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL): \$ 44,000.00

G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1)) shall,
within 7 (or ☐ _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing
costs. (If checked, ☐ verification attached.)

H. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 7 (or ☐ _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender
or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved
for any NEW loan specified in 3C above. (If checked, ☐ letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s)
specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain

Buyer's Initials (AM) (_____)

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Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

CPA REVISED 4/13 (PAGE 1 OF 10)



COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 1 OF 10)

Agent: Barbara (Bobbie) Eade

Phone: 559-935-1600

Fax: 559-935-1699

Prepared using zipForm® software

Broker: B & B Realty 195 W. Glenn Ave. Coalinga, CA 93210

and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

(i) Within 17 (or ☐ _____) Days After Acceptance, Buyer shall, as specified in Paragraph 17, in writing remove the loan contingency or cancel this Agreement;

OR (ii) (If checked) ☒ the loan contingency shall remain in effect until the designated loans are funded.

(4) ☐ **NO LOAN CONTINGENCY** (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or, if checked, ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency or, ☐ if checked, Buyer shall, as specified in paragraph 17B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance. If there is no loan contingency, Buyer shall, as specified in paragraph 17B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.

J. ☐ **ALL CASH OFFER** (If checked): Buyer shall, within 7 (or ☐ _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, ☐ verification attached.)

K. **BUYER STATED FINANCING:** Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. **ALLOCATION OF COSTS** (if checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine in the report who is to pay for any work recommended or identified in the Report.

A. INSPECTIONS AND REPORTS:

- (1) ☐ Buyer ☐ Seller shall pay for sewer connection, if required by Law prior to Close Of Escrow N/A
- (2) ☐ Buyer ☐ Seller shall pay to have septic or private sewage disposal system inspected N/A
- (3) ☐ Buyer ☐ Seller shall pay to have domestic wells tested for water potability and productivity _____
- (4) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report prepared by Seller's Choice
- (5) ☐ Buyer ☐ Seller shall pay for the following inspection or report N/A
- (6) ☐ Buyer ☐ Seller shall pay for the following inspection or report N/A

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) ☐ Buyer ☒ Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance in accordance with state and local Law, unless exempt.
- (2) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law.
- (3) ☒ Buyer ☐ Seller shall pay for installation of approved fire extinguisher(s), sprinkler(s), and hose(s), if required by Law, which shall be installed prior to Close Of Escrow. Prior to Close Of Escrow Seller shall provide Buyer a written statement of compliance, if required by Law.

C. ESCROW AND TITLE:

- (1) ☒ Buyer ☒ Seller shall pay escrow fee 50% Buyer and 50% Seller
Escrow Holder shall be Seller's Choice
- (2) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 16E
Owner's title policy to be issued by Seller's Choice
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or transfer fee Documentary Transfer Tax
- (2) ☐ Buyer ☐ Seller shall pay City transfer tax or transfer fee N/A
- (3) ☐ Buyer ☒ Seller shall pay Owners' Association (OA) transfer fee If Any
- (4) ☐ Buyer ☒ Seller shall pay OA document preparation fees If Any
- (5) ☐ Buyer ☐ Seller shall pay for N/A
- (6) ☐ Buyer ☐ Seller shall pay for N/A

5. CLOSING AND POSSESSION:

A. **Seller-Occupied or Vacant Units:** Possession shall be delivered to Buyer at 5pm or ☐ _____ ☐ AM ☐ PM, ☒ on the date of Close Of Escrow; ☐ on _____; or ☐ no later than _____ Days After Close Of Escrow. If transfer of title and occupancy do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.

B. **Tenant Occupied Units:** Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.

C. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale and (ii) seller shall deliver to buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.

D. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If the Property is a unit in a condominium or located in a common-interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

6. **SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.

Buyer's Initials (AM) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

7. SELLER DISCLOSURES:

A. ENERGY DISCLOSURE: Seller shall provide Buyer, at least 24 hours prior to execution of this Agreement, the Disclosure Summary Sheet, Statement of Energy Performance, Data Checklist, and the Facility Summary for the building as required by Public Resources Code Section 25402.10 and California Code of Regulations, Title 20, Sections 1680 through 1685. This requirement is effective for a building with total gross floor area square footage as follows: more than 50,000 square feet, July 1, 2013; more than 10,000 square feet and up to 50,000 square feet, January 1, 2014; and at least 5,000 square feet up to 10,000 square feet, July 1, 2014. For more information, see <http://www.energy.ca.gov/ab1103/index.html>

B. NATURAL AND ENVIRONMENTAL DISCLOSURES: Seller shall, within the time specified in paragraph 17, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. ADDITIONAL DISCLOSURES: Within the time specified in paragraph 17, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:

(1) **RENTAL SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; and (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.

(2) **INCOME AND EXPENSE STATEMENTS:** The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.

(3) ☒ **TENANT ESTOPPEL CERTIFICATES:** (If checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

(4) **SURVEYS, PLANS AND ENGINEERING DOCUMENTS:** Copies of surveys, plans, specifications and engineering documents, if any, in Seller's possession or control.

(5) **PERMITS:** If in Seller's possession, Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.

(6) **STRUCTURAL MODIFICATIONS:** Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.

(7) **GOVERNMENTAL COMPLIANCE:** Any improvements, additions, alterations or repairs made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.

(8) **VIOLATION NOTICES:** Any notice of violations of any Law filed or issued against the Property and actually known to Seller.

(9) **MISCELLANEOUS ITEMS:** Any of the following, if actually known to Seller: (i) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (ii) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy.

C. WITHHOLDING TAXES: Within the time specified in paragraph 17A, to avoid required withholding Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).

8. ☐ **ENVIRONMENTAL SURVEY** (If checked): Within _____ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by ☐ Buyer ☐ Seller. Buyer shall then, as specified in paragraph 17, remove this contingency or cancel this Agreement.

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

10. CHANGES DURING ESCROW:

A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 17: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.

B. At least 7 (or ☐ _____) Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of any Proposed Changes.

11. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:

A. SELLER HAS: 7 (or ☐ _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.

Buyer's Initials (AM) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

- B. If Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has **3 (or ☐ _____) Days** After Acceptance to request from the OA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OA's governing the Property. (Collectively, "CI Disclosures.") Seller shall itemize and deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 17.

12. ITEMS INCLUDED AND EXCLUDED:

- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 12B or C.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property.
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms.
- (3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 17.
- (4) Seller represents that all items included in the purchase price are, unless otherwise specified, owned by Seller. Within the time specified in paragraph 17, Seller shall give Buyer a list of fixtures not owned by Seller.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Tenant's personal property

- 13. CONDITION OF PROPERTY:** Unless otherwise agreed: (i) Property is sold (a) in its **PRESENT** physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) The Property including pool, spa, landscaping and grounds, is to be maintained in substantially, the same condition as of the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.

- A. Seller warrants that the Property is legally approved as _____ units.

- B. Seller shall, within the time specified in paragraph 17, **DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS** affecting the Property, including known insurance claims within the past five years, AND MAKE ANY AND ALL OTHER DISCLOSURES REQUIRED BY LAW.

- C. Buyer has the right to inspect the Property and, as specified in paragraph 17, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that seller make Repairs or take other action.

14. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 17B. Within the time specified in paragraph 17B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 17B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

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

15. SELLER DISCLOSURES: ADDENDA; ADVISORIES; OTHER TERMS:

- A. **Seller Disclosures (if checked):** Seller shall, within the time specified in paragraph 17A, complete and provide Buyer with a:

☐ Seller Property Questionnaire (C.A.R. Form SPQ) OR ☐ Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)

- B. **Addenda (if checked):** ☐ Addendum # _____ (C.A.R. Form ADM)

Buyer's Initials (AM) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

- ☐ Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)
☐ Purchase Agreement Addendum (C.A.R. Form PAA)
☐ Short Sale Addendum (C.A.R. Form SSA)
☐ Buyer Intent to Exchange Supplement (C.A.R. Form BES)
☐ Seller Intent to Exchange Supplement (C.A.R. Form SES)
☐ Buyer's Inspection Advisory (C.A.R. Form BIA)
☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ REO Advisory (C.A.R. Form REO)

C. **Advisories (If checked):**

- ☐ Probate Advisory (C.A.R. Form PAK)
☐ Trust Advisory (C.A.R. Form TA)

D. **Other Terms:** Buyer is in receipt of RFP, Roof Report, Pest Report and Business Suite Owners Association and Management Company information and CC&R's and hereby agrees to same.16. **TITLE AND VESTING:**

- A. Within the time specified in paragraph 17, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index, Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17B.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 17, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, survey requirements, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

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

- A. **SELLER HAS:** 7 (or ☐) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 4, 7A, B and C, 11A, 12B(3) and (4), 13B, 15A and B and 16. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.

- B. (1) **BUYER HAS:** 17 (or ☐) Days After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and (ii) approve all other matters affecting the Property (including information specified in paragraph 7 and insurability of Buyer and the Property).

- (2) Within the time specified in 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.

- (3) Within the time specified in 17B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 17A, then Buyer has 5 (or ☐) Days After Delivery of any such items, or the time specified in 17B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

- (4) **Continuation of Contingency:** Even after the end of the time specified in 17B(1) and before Seller cancels this Agreement, if at all, pursuant to 17C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 17C(1).

C. **SELLER RIGHT TO CANCEL:**

- (1) **Seller right to Cancel; Buyer Contingencies:** If, within the time specified in this Agreement, Buyer does not, in writing, Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.

- (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 3H; (iv) if Buyer fails to provide verification as required by 3G or 3J; or (v) if Seller reasonably disapproves of the verification provided by 3G or 3J. In such event, Seller shall authorize return of Buyer's deposit.

- (3) **Notice To Buyer To Perform:** The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or ☐) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 17C(2).

Buyer's Initials AM () ()

Seller's Initials () ()

Reviewed by _____ Date _____

- D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections, or for inability to obtain financing.
- E. CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).
- F. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.
- 19. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 20. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 21. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 22. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 23. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 25. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 26. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 34A.
- 27. DEFINITIONS:** As used in this Agreement:
- A. "Acceptance"** means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.

Buyer's Initials (AM) (_____)

Seller's Initials (_____) (_____)



- B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
- C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
- D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 10;
- OR (ii) if checked, ☐ per the attached addendum (C.A.R. Form RDN).
- I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
- J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
28. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interests in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld, unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement.
29. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
30. **COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
31. **BROKERS:**
- A. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultation and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.
- C. **SCOPE OF BROKER DUTY:** Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Brokers(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
32. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any relating counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6, 7C, 15B and D, 16, 17F, 22, 27, 31A, 32, 37, 40 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 31A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
- B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or ☐ _____). Escrow holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller

Buyer's Initials (AM) (_____)

Seller's Initials (_____) (_____)



authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs the Agreement.

- C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraph 31A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 31A, respectively, and irrevocably instructs Escrow Holder to disburse those funds to Brokers at Close Of Escrow, or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.
- D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

33. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

Buyer's Initials AM / _____

Seller's Initials _____ / _____

34. DISPUTE RESOLUTION:

A. **MEDIATION:** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 34C.

B. **ARBITRATION OF DISPUTES:**

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 34C.

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

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

Buyer's Initials AM / _____

Seller's Initials _____ / _____

C. **ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.
- (2) **BROKERS:** Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

Buyer's Initials AM (_____)

Seller's Initials (_____) (_____)



35. GOVERNING LAW: This Agreement shall be governed by the Laws of the state of California.

36. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all parties or if incorporated by mutual agreement in a counter offer on addendum. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

37. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

38. AUTHORITY: Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.

39. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned, unless the offer is Signed by Seller, and a Copy of the Signed offer is personally received by Buyer, or by Bobbie Eade, Realtor, who is authorized to receive it by 5:00 PM on the third Day after this offer is signed by Buyer (OR, if checked ☒ by December 30, 2014 (date), at 5:00 ☐ AM ☐ PM).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Buyer Adriana Magdaleno Date September 30, 2014
 By Adriana Magdaleno
 Print name Adriana Magdaleno
 Address 285 Coalinga Plaza City Coalinga State CA Zip 93210
 Telephone (559) 707-6488 Fax _____ E-mail _____

Buyer _____
 By _____ Date _____
 Print name _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Notice Address, If Different _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

40. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.

☐ (If checked) **SUBJECT TO ATTACHED COUNTER OFFER, DATED** _____

Seller _____
 By _____ Date _____
 Print name _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Seller _____
 By _____ Date _____
 Print name _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Notice Address, If Different _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(/) **Confirmation of Acceptance:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) at ☐ AM ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

Buyer's Initials () ()

Seller's Initials () ()



REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2 above.
- C. If specified in paragraph 3A(2), Agent who submitted offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the property is offered for sale or a reciprocal MLS or PDS; or (ii) ☐ (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) B & B Realty BRE Lic. # 01046079
 By Barbara "Bobbie" Eade BRE Lic. # 01046079 Date 09/30/2014
 Address 195 West Glenn City Coalinga State CA Zip 93210
 Telephone (559) 935-1600 Fax (559) 935-1699 E-mail beade@sbcglobal.net
 Real Estate Broker (Listing Firm) Mid State Realty BRE Lic. # _____
 By Tawnya Stevens BRE Lic. # _____ Date _____
 Address 395 East Elm STE A City Coalinga State CA Zip 93210
 Telephone (559) 935-1523 Fax (559) 935-1522 E-mail tawnyastevens@sbcglobal.net

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer(s) numbered _____ and ☐ Other _____

_____, and agrees to act as Escrow Holder subject to paragraph 32 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions, if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder is licensed by the California Department of ☐ Corporations, ☐ Insurance, ☐ Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
 Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
 Seller's Initials _____

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Reviewed by _____ Date _____





CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer)

(As required by the Civil Code)

(C.A.R. Form AD, Revised 11/12)

☐ (If checked) This form is being provided in connection with a transaction for a leaseholder interest in a dwelling exceeding one year as per Civil Code section 2079.13(j) and (l).

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

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

BUYER'S AGENT

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

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

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

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

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Adriana Magdaleno Date 09/30/2014

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent B & B Realty BRE Lic. # 01046079
Real Estate Broker (Firm)

By Barbara "Bobbie" Eade BRE Lic. # 01046079 Date 09/30/2014
(Salesperson or Broker-Associate)

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord _____ Date _____ Seller/Landlord _____ Date _____

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Reviewed by _____ Date _____



AD REVISED 11/12 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Agent: **Barbara (Bobbie) Eade** Phone: 559-935-1600 Fax: 559-935-1699 Prepared using zipForm® software
Broker: **B & B Realty 195 W. Glenn Ave. Coalinga, CA 93210**



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(NON-RESIDENTIAL)

(C.A.R. Form CPA, Revised 4/13)

Date: October 7, 2014

1. OFFER:

A. THIS IS AN OFFER FROM Varinder Mohan, AmarDeep Chahal ("Buyer").
☒ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ An LLP, or ☐ Other _____

B. THE REAL PROPERTY TO BE ACQUIRED is described as 295 Coalinga Plaza
Plaza, Assessor's Parcel No. _____, situated in
Coalinga, County of Fresno, California, ("Property").

C. THE PURCHASE PRICE offered is One Hundred Twenty Thousand
(Dollars \$ 120,000.00).

D. CLOSE OF ESCROW shall occur on To be determined by City (date) (or ☐ _____ Days After Acceptance).

2. AGENCY:

A. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.

B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent Mid State Realty (Print Firm Name) is the agent
of (check one): ☒ the Seller exclusively; or ☐ both the Buyer and Seller.

Selling Agent B & B Realty (Print Firm Name) (if not same
as Listing Agent) is the agent of (check one): ☒ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller.
Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Deposit shall be in the amount of\$ 6,000.00

(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, ☐ electronic funds transfer,
☐ Other _____ within 3 business days after acceptance
(or ☒ Other Cashier's Check attached to original offer to City);

OR (2) (If checked) ☐ Buyer has given the deposit by personal check (or ☐ _____) to
the agent submitting the offer (or to ☐ _____), made payable to
_____. The deposit shall be held uncashed until Acceptance and
then deposited with Escrow Holder (or ☐ into Broker's trust account) within 3 business days after
Acceptance (or ☐ Other _____).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of ..\$ _____
within _____ Days After Acceptance, or ☐ _____.

C. LOAN(S):

(1) FIRST LOAN in the amount of\$ _____

This loan will be conventional financing or, if checked, ☐ Seller (C.A.R. Form SFA), ☐ assumed
(C.A.R. Form PAA), ☐ subject to financing, ☐ Other _____. This
loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial
rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to
exceed _____ % of the loan amount.

(2) ☐ SECOND LOAN in the amount of\$ _____

This loan will be conventional financing or, if checked, ☐ Seller (C.A.R. Form SFA), ☐ assumed
(C.A.R. Form PAA), ☐ subject to financing, ☐ Other _____. This
loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial
rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to
exceed _____ % of the loan amount.

D. ADDITIONAL FINANCING TERMS: This is an all cash offer.

E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT in the amount of\$ 114,000.00
to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL):\$ 120,000.00

G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1) shall,
within 7 (or ☐ _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing
costs. (If checked, ☐ verification attached.)

H. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 7 (or ☐ _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender
or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved
for any NEW loan specified in 3C above. (If checked, ☐ letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s)
specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain

Buyer's Initials (VM) (VC)
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Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

CPA REVISED 4/13 (PAGE 1 OF 10)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 1 OF 10)

Agent: Barbara (Bobbie) Eade

Phone: 559-935-1600

Fax: 559-935-1699

Prepared using zipForm® software

Broker: B & B Realty 195 W. Glenn Ave. Coalinga, CA 93210



and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

(i) Within 17 (or ☐ _____) Days After Acceptance, Buyer shall, as specified in Paragraph 17, in writing remove the loan contingency or cancel this Agreement;

OR (ii) (If checked) ☐ the loan contingency shall remain in effect until the designated loans are funded.

(4) ☐ **NO LOAN CONTINGENCY** (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or, if checked, ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency or, ☐ if checked, Buyer shall, as specified in paragraph 17B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance. If there is no loan contingency, Buyer shall, as specified in paragraph 17B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.

J. ☐ **ALL CASH OFFER** (If checked): Buyer shall, within 7 (or ☐ _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, ☐ verification attached.)

K. **BUYER STATED FINANCING:** Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. **ALLOCATION OF COSTS** (if checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine in the report who is to pay for any work recommended or identified in the Report.

A. INSPECTIONS AND REPORTS:

- (1) ☐ Buyer ☐ Seller shall pay for sewer connection, if required by Law prior to Close Of Escrow N/A
- (2) ☐ Buyer ☐ Seller shall pay to have septic or private sewage disposal system inspected N/A
- (3) ☐ Buyer ☐ Seller shall pay to have domestic wells tested for water potability and productivity _____
- (4) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report prepared by Seller's Choice
- (5) ☐ Buyer ☐ Seller shall pay for the following inspection or report N/A
- (6) ☐ Buyer ☐ Seller shall pay for the following inspection or report N/A

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) ☐ Buyer ☒ Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance in accordance with state and local Law, unless exempt.
- (2) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law.
- (3) ☒ Buyer ☐ Seller shall pay for installation of approved fire extinguisher(s), sprinkler(s), and hose(s), if required by Law, which shall be installed prior to Close Of Escrow. Prior to Close Of Escrow Seller shall provide Buyer a written statement of compliance, if required by Law.

C. ESCROW AND TITLE:

- (1) ☒ Buyer ☒ Seller shall pay escrow fee 50% Buyer and 50% Seller
Escrow Holder shall be Seller's Choice
- (2) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 16E
Owner's title policy to be issued by Seller's Choice
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or transfer fee Documentary Transfer Tax
- (2) ☐ Buyer ☐ Seller shall pay City transfer tax or transfer fee N/A
- (3) ☐ Buyer ☒ Seller shall pay Owners' Association (OA) transfer fee If Any
- (4) ☐ Buyer ☒ Seller shall pay OA document preparation fees If Any
- (5) ☐ Buyer ☐ Seller shall pay for N/A
- (6) ☐ Buyer ☐ Seller shall pay for N/A

5. CLOSING AND POSSESSION:

A. **Seller-Occupied or Vacant Units:** Possession shall be delivered to Buyer at 5pm or ☐ _____ AM ☐ PM, ☒ on the date of Close Of Escrow; ☐ on _____; or ☐ no later than _____ Days After Close Of Escrow. If transfer of title and occupancy do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.

B. **Tenant Occupied Units:** Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.

C. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale and (ii) seller shall deliver to buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.

D. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If the Property is a unit in a condominium or located in a common-interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

6. **SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.

Buyer's Initials ([Signature]) (VM)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



7. SELLER DISCLOSURES:

A. ENERGY DISCLOSURE: Seller shall provide Buyer, at least 24 hours prior to execution of this Agreement, the Disclosure Summary Sheet, Statement of Energy Performance, Data Checklist, and the Facility Summary for the building as required by Public Resources Code Section 25402.10 and California Code of Regulations, Title 20, Sections 1680 through 1685. This requirement is effective for a building with total gross floor area square footage as follows: more than 50,000 square feet, July 1, 2013; more than 10,000 square feet and up to 50,000 square feet, January 1, 2014; and at least 5,000 square feet up to 10,000 square feet, July 1, 2014. For more information, see <http://www.energy.ca.gov/ab1103/index.html>

B. NATURAL AND ENVIRONMENTAL DISCLOSURES: Seller shall, within the time specified in paragraph 17, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. ADDITIONAL DISCLOSURES: Within the time specified in paragraph 17, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:

(1) **RENTAL SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; and (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.

(2) **INCOME AND EXPENSE STATEMENTS:** The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.

(3) ☒ **TENANT ESTOPPEL CERTIFICATES:** (If checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

(4) **SURVEYS, PLANS AND ENGINEERING DOCUMENTS:** Copies of surveys, plans, specifications and engineering documents, if any, in Seller's possession or control.

(5) **PERMITS:** If in Seller's possession, Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.

(6) **STRUCTURAL MODIFICATIONS:** Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.

(7) **GOVERNMENTAL COMPLIANCE:** Any improvements, additions, alterations or repairs made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.

(8) **VIOLATION NOTICES:** Any notice of violations of any Law filed or issued against the Property and actually known to Seller.

(9) **MISCELLANEOUS ITEMS:** Any of the following, if actually known to Seller: (i) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (ii) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy.

C. WITHHOLDING TAXES: Within the time specified in paragraph 17A, to avoid required withholding Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).

8. ☐ **ENVIRONMENTAL SURVEY** (If checked): Within _____ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by ☐ Buyer ☐ Seller. Buyer shall then, as specified in paragraph 17, remove this contingency or cancel this Agreement.

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

10. CHANGES DURING ESCROW:

A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 17: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.

B. At least 7 (or ☐ _____) Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of any Proposed Changes.

11. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:

A. **SELLER HAS:** 7 (or ☐ _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.

Buyer's Initials () (VM)Seller's Initials () ()

- B. If Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has **3 (or ☐ _____) Days** After Acceptance to request from the OA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OA's governing the Property. (Collectively, "CI Disclosures.") Seller shall itemize and deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 17.

12. ITEMS INCLUDED AND EXCLUDED:

- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 12B or C.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property.
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms.
- (3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 17.
- (4) Seller represents that all items included in the purchase price are, unless otherwise specified, owned by Seller. Within the time specified in paragraph 17, Seller shall give Buyer a list of fixtures not owned by Seller.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Tenant's personal property

- 13. CONDITION OF PROPERTY:** Unless otherwise agreed: (i) Property is sold (a) in its **PRESENT** physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) The Property including pool, spa, landscaping and grounds, is to be maintained in substantially, the same condition as of the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.

- A. Seller warrants that the Property is legally approved as _____ units.

- B. Seller shall, within the time specified in paragraph 17, **DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS** affecting the Property, including known insurance claims within the past five years, **AND MAKE ANY AND ALL OTHER DISCLOSURES REQUIRED BY LAW.**

- C. Buyer has the right to inspect the Property and, as specified in paragraph 17, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that seller make Repairs or take other action.

14. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 17B. Within the time specified in paragraph 17B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 17B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

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

15. SELLER DISCLOSURES: ADDENDA; ADVISORIES; OTHER TERMS:

- A. **Seller Disclosures (if checked):** Seller shall, within the time specified in paragraph 17A, complete and provide Buyer with a:

☐ Seller Property Questionnaire (C.A.R. Form SPQ) OR ☐ Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)

- B. **Addenda (if checked):** ☐ Addendum # _____ (C.A.R. Form ADM)

Buyer's Initials (AM) (VM)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

295 Coalinga Plaza
Property Address: Coalinga, CA 93210

Date: October 7, 2014

- | | |
|--|---|
| ☐ Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA) | ☐ Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) |
| ☐ Purchase Agreement Addendum (C.A.R. Form PAA) | ☐ Other |
| ☐ Short Sale Addendum (C.A.R. Form SSA) | ☐ Seller Intent to Exchange Supplement (C.A.R. Form SES) |
| ☐ Buyer Intent to Exchange Supplement (C.A.R. Form BES) | ☐ Buyer's Inspection Advisory (C.A.R. Form BIA) |
| C. Advisories (If checked): | ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| ☐ Probate Advisory (C.A.R. Form PAK) | ☐ REO Advisory (C.A.R. Form REO) |
| ☐ Trust Advisory (C.A.R. Form TA) | |

D. Other Terms: Buyer is in receipt of RFP, Roof Report, Pest Report and Business Suite Owners Association and Management Company information and CC&R's and hereby agrees to same.

16. TITLE AND VESTING:

- A. Within the time specified in paragraph 17, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index, Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17B.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 17, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, survey requirements, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

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

- A. **SELLER HAS:** 7 (or ☐) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 4, 7A, B and C, 11A, 12B(3) and (4), 13B, 15A and B and 16. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.
- B. (1) **BUYER HAS:** 17 (or ☐) Days After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and (ii) approve all other matters affecting the Property (including information specified in paragraph 7 and insurability of Buyer and the Property).
 - (2) Within the time specified in 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
 - (3) Within the time specified in 17B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 17A, then Buyer has 5 (or ☐) Days After Delivery of any such items, or the time specified in 17B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in 17B(1) and before Seller cancels this Agreement, if at all, pursuant to 17C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 17C(1).
- C. **SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, within the time specified in this Agreement, Buyer does not, in writing, Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 3H; (iv) if Buyer fails to provide verification as required by 3G or 3J; or (v) if Seller reasonably disapproves of the verification provided by 3G or 3J. In such event, Seller shall authorize return of Buyer's deposit.
 - (3) **Notice To Buyer To Perform:** The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or ☐) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 17C(2).

Buyer's Initials (MM) (VM)

Seller's Initials (_____) (_____)

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Reviewed by _____ Date _____

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 5 OF 10)

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- D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections, or for inability to obtain financing.
- E. CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).
- F. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.
- 19. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation off/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation off/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 20. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 21. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 22. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 23. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 25. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 26. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 34A.
- 27. DEFINITIONS:** As used in this Agreement:
- A. "Acceptance"** means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.

Buyer's Initials (VM) (VM)

Seller's Initials (_____) (_____)



- B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
- C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
- D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 10;
- OR (ii) if checked, ☐ per the attached addendum (C.A.R. Form RDN).
- I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
- J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
28. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interests in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld, unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement.
29. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
30. **COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
31. **BROKERS:**
- A. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultation and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.
- C. **SCOPE OF BROKER DUTY:** Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Brokers(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
32. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any relating counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6, 7C, 15B and D, 16, 17F, 22, 27, 31A, 32, 37, 40 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 31A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
- B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or ☐ _____). Escrow holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller

Buyer's Initials (VM) (VM)

Seller's Initials (_____) (_____)



authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs the Agreement.

- C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraph 31A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 31A, respectively, and irrevocably instructs Escrow Holder to disburse those funds to Brokers at Close Of Escrow, or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.
- D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

33. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

Buyer's Initials

[Signature] / VM

Seller's Initials

 /

34. DISPUTE RESOLUTION:

- A. **MEDIATION:** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 34C.

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 34C.

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

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

Buyer's Initials

[Signature] / VM

Seller's Initials

 /

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.
- (2) **BROKERS:** Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

Buyer's Initials ([Signature]) (VM)Seller's Initials () ()

295 Coalinga Plaza

Property Address: Coalinga, CA 93210

Date: October 7, 2014

35. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state of California.
36. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all parties or if incorporated by mutual agreement in a counter offer on addendum. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
37. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
38. **AUTHORITY:** Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.
39. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit shall be returned, unless the offer is Signed by Seller, and a Copy of the Signed offer is personally received by Buyer, or by Bobbie Eade, Realtor, who is authorized to receive it by 5:00 PM on the third Day after this offer is signed by Buyer (OR, if checked ☒ by December 30, 2014 (date), at 5:00 ☐ AM ☒ PM).
- Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Buyer Varinder Mohan

By Varinder Mohan

Date October 7, 2014

Print name Varinder Mohan

Address 295 Coalinga Plaza

City Coalinga

State CA

Zip 93210

Telephone 559-935-8899

Fax _____

E-mail coalingasmokeshop@yahoo.com

Buyer AmarDeep Chahal

By AmarDeep Chahal

Date October 7, 2014

Print name _____

Address 210 Tawny Port Way

City Greenfield

State CA

Zip 93927

Telephone (831) 776-0135

Fax _____

E-mail _____

Notice Address, If Different _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

40. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.

☐ (If checked) **SUBJECT TO ATTACHED COUNTER OFFER, DATED** _____

Seller _____

By _____

Date _____

Print name _____

Address _____

City _____

State _____

Zip _____

Telephone _____

Fax _____

E-mail _____

Seller _____

By _____

Date _____

Print name _____

Address _____

City _____

State _____

Zip _____

Telephone _____

Fax _____

E-mail _____

Notice Address, If Different _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____ / _____) **Confirmation of Acceptance:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ ☐ AM ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

(Initials)

Buyer's Initials ([Signature]) (VM)

Seller's Initials (_____) (_____)



REAL ESTATE BROKERS:**A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.****B. Agency relationships are confirmed as stated in paragraph 2 above.****C. If specified in paragraph 3A(2), Agent who submitted offer for Buyer acknowledges receipt of deposit.****D. COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the property is offered for sale or a reciprocal MLS or PDS; or (ii) ☐ (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) B & B Realty BRE Lic. # 01046079
 By Barbara "Bobbie" Wade BRE Lic. # 01046079 Date 10/07/2014
 Address 195 West Glenn City Coalinga State CA Zip 93210
 Telephone (559) 935-1600 Fax (559) 935-1699 E-mail bade@sbcglobal.net

Real Estate Broker (Listing Firm) Mid State Realty BRE Lic. # _____
 By Tawnya Stevens BRE Lic. # _____ Date _____
 Address 395 East Elm STE A City Coalinga State CA Zip 93210
 Telephone (559) 935-1523 Fax (559) 935-1522 E-mail tawnyastevens@sbcglobal.net

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer(s) numbered _____ and ☐ Other _____

_____, and agrees to act as Escrow Holder subject to paragraph 32 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions, if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder is licensed by the California Department of ☐ Corporations, ☐ Insurance, ☐ Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
 Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
 Seller's Initials _____

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 11/12)

☐ (If checked) This form is being provided in connection with a transaction for a leaseholder interest in a dwelling exceeding one year as per Civil Code section 2079.13(j) and (l).

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

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

BUYER'S AGENT

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

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

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

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

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Varinder Mohan Date 10/07/2014

Varinder Mohan

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant AmarDeep Chahal Date 10/07/2014

AmarDeep Chahal

Agent B & B Realty BRE Lic. # 01046079

Real Estate Broker (Firm)

By Barbara Eade BRE Lic. # 01046079 Date 10/07/2014

(Salesperson or Broker-Associate) Barbara "Bobbie" Eade

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord _____ Date _____

Seller/Landlord _____ Date _____

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Reviewed by _____ Date _____

AD REVISED 11/12 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

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Prepared using zipForm® software

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