



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

**December 18, 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 December 18, 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. Mid Valley Disposal - 3rd Quarter Newsletter

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

1. Public Hearing and Consideration of a Ten Year Contract Extension with Mid Valley Disposal for Solid Waste Services; adopt Resolution No. 3665 Which Amends and Restates the Solid Waste Collection, Transportation and Disposal Services Franchise including a Revised Rate Schedule; and Authorize the City Manager to Execute the Contract

Rene A. Ramirez, City Manager

5. CONSENT CALENDAR

1. Minutes-November 6, 2014
2. Check Register: 10/01/2014 - 10/31/2014
3. Monthly Treasurer's Report - October 2014
4. Community Water Use Update – October 2014
5. Adopt Resolution 3664 Compensation and Reimbursement Practice for the Members of the Coalinga Fire Department and the City when Participating in Mutual Aid Activities
6. Amendment to the Memorandum of Understanding Between The City of Coalinga and The International Association of Firefighters, AFL-CIO, Local 2305
7. Approve a Two Year Contract with Health Wise Medical Waste to Safely Dispose of Needles and Syringes Collected by the Police Department at a Cost of \$1,800 per Year
8. Fresno County Rural Transit Memorandum of Understanding for Safety and Security Services to be Provided by the Coalinga Police Department
9. City Council authorizing the City Manager to execute a contract for services with I&I Property Management to provide Association Management Services for the City EDA buildings located in Coalinga Plaza
10. Consideration of Resolution No 3662, Declaring the Claremont Custody Facility (APN 070-040-17ST) as Surplus Property so the City can Sell Property, if Desired
11. Adoption of Resolution No. 3661 Authorizing the Mayor to Execute Interim Renewal Contract No. 4 with the USBR for Continued Water Service from the San Luis Unit and Delta Division
12. Authorization to File the Notice of Completion for the New Palmer Reservoir

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Adoption of Resolution No. 3663 Accepting and Approving the Election Results from the November 4, 2014 Consolidated General Election
Rene A. Ramirez, City Manager
2. Council Reorganization
Rene A. Ramirez, City Manager
3. Council Direction Regarding One (1) Vacancy in the Planning Commission
Sean Brewer, Assistant Community Development Director
4. Authorization for City Manager to Sign a Contract with Mid Valley Disposal Allowing the City of Coalinga to Continue to Provide Billing Support for their Solid Waste Services
Rene A. Ramirez, City Manager
5. Waive Second Reading and Adopt Ordinance No. 779 adding Chapter 16 to title 5 of the Coalinga Municipal Code, Establishing Regulations Pertaining to Massage Establishments
Cal Minor, Chief of Police
6. Council Approval of the Scope of Work and Budget Allocation for the City of Coalinga Bi-Annual ADA Improvement Project
Sean Brewer, Assistant Community Development Director
7. Police Department - Monthly Report
Police Chief Cal Minor

8. 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 LABOR NEGOTIATORS – Government Code 54957.6. CITY NEGOTIATORS: City Manager, Rene A. Ramirez; Human Resources Director, Marissa Trejo; City Attorney, David J. Wolfe. EMPLOYEE (ORGANIZATION): International Association of Firefighters
2. Conference with real property negotiators pursuant to Government Code section 54956.8. Property : 269 Coalinga Plaza (N. 5h Street) (APN: 072-250-6ST) City Negotiator: City Manager, Negotiating Parties: Joe Maciel, Jena Maciel, Under Negotiation: Terms of property sale, including price
3. Conference with real property negotiators pursuant to Government Code section 54956.8. Property : 277 Coalinga Plaza (N. 5th Street) (APN: 072-250-5ST) City Negotiator: City Manager, Negotiating Parties: Joe Maciel, Jena Maciel, Under Negotiation: Terms of property sale, including price
4. Conference with real property negotiators pursuant to Government Code section 54956.8. Property : 390 Coalinga Plaza (N. 5th Street) (APN: 072-260-5ST) City Negotiator: City Manager, Negotiating Parties: Rito Gutierrez, Under Negotiation: Terms of property sale, including price
5. Conference with real property negotiators pursuant to Government Code section 54956.8. Property : 108 Cedar Ave. (APN: 072-260-3T) City Negotiator: City Manager, Negotiating Parties: Teresa Fernandez, Under Negotiation: Terms of property sale, including price

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: Mid Valley Disposal - 3rd Quarter Newsletter
Meeting Date: December 18, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Shaun Kalpakoff, Mid Valley Disposal

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
📎	Coalinga_3rd_Quarter.pdf	Coalinga 3rd Quarter Newsletter



Quarter 3

GREEN LIVING

WWW.MIDVALLEYDISPOSAL.COM

15300 W JENSEN AVE. KERMAN, CA 93630

559.843.2467

RECYCLING EDUCATION IN SCHOOLS

Mid Valley Disposal has been working in conjunction with Superintendent Roger Campbell to bring recycling education to Coalinga students through on-campus presentations, games, and lessons. We have a track record of visiting schools consistently and meeting enthusiastic students, ready to save the world through recycling! It's a rewarding experience for our team, the administration and staff, as well as the students we meet. With the new school year in full swing, we can't wait to bring recycling to Coalinga's classrooms!

3RD QUARTER SITE VISITS

In the 3rd Quarter, our Coalinga Recycling Specialist visited 29 businesses and multifamily complexes to assess their recycling progress. Of the 29 visits, only 6 were non-compliant with Commercial Recycling Mandate AB341. Those businesses were targeted with additional resources, education and follow-up with our staff to improve their recycling diversion for next quarter. Standout businesses include Fastrip, Campus Drive-in, Busy Bee Bakery and Deli, and Taqueria y Mariscos! All had lots of good recyclables in their blue bins, and have shown that they can be relied upon to have consistently excellent recycling practices in their businesses.



Farmers Market



Busy Bee Bakery and Deli



Fastrip

COALINGA FARMER'S MARKET – AUGUST 13

Mid Valley Disposal attended the Farmer's Market in Coalinga on August 13, bringing a booth with all kinds of fun giveaways made of recycled materials, and lots of information and resources for over 100 Coalinga residents that visited us. We sent them home with prizes and information about recycling in their neighborhoods, at work and at school. Our team always has a great time in Coalinga, where residents are welcoming, friendly, and very appreciative of our dedication to the maintenance and cleanliness of our shared community.

2014 3rd Quarter Tonnage from Clean-Up

Trash	22.06 Tons
E-Waste	1.94 Tons
Green Waste	9.39 Tons
Tires	10.4 Tons
Total Diversion	50%

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

Subject: Public Hearing and Consideration of a Ten Year Contract Extension with Mid Valley Disposal for Solid Waste Services; adopt Resolution No. 3665 Which Amends and Restates the Solid Waste Collection, Transportation and Disposal Services Franchise including a Revised Rate Schedule; and Authorize the City Manager to Execute the Contract

Meeting Date: December 18, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

It is recommended the City Council hold a public hearing to take comments on a proposed 10-year contract extension of the existing contract with Mid Valley Disposal (MVD); adopt Resolution No. 3665 which amends and restates the solid waste collection, transportation and disposal services franchise including a revised rate schedule; and authorize the City Manger to execute the contract.

II. BACKGROUND:

MVD has been providing solid waste services within the City limits since 2004 under a franchise agreement with the City. In 2006 a contract amendment, among things, extended the current contract term to June 30, 2016. MVD is also the holder of an exclusive franchise agreement with Fresno County providing services in rural Fresno County covering an area extending west of Fresno and to the northern and southern border of the County. They also provide these exclusive franchise services in small portion of southeastern Fresno County as well as parts of Tulare and Kings Counties.

During the 10 years that MVD has been providing service in Coalinga, they have yet to increase their fees for their collection services.

On November 6, 2014 MVD made a presentation to the City Council describing proposed changes to state law redefining organic waste to soon include food waste affecting how MVD will provide service and how to divert waste in compliance with the law. To pay for improvements MVD has to make, MVD sought Council input on a 10-year contract extension that would be used to leverage financing for organic waste processing infrastructure financing. The Council engaged in a discussion with MVD representatives regarding their service, the quality of service, commitment to community and community events. A Council majority directed the City Manager to come back at the December meeting with a contract extension.

III. DISCUSSION:

With Council's direction from November, City staff and MVD representatives sat down to discuss terms. The contract, for the most part, has worked well and therefore the focus was on updating definitions and a few service levels brought up by staff. MVD representatives did bring forth a desire to adjust fees for the first time in 10 years. Exhibit A (attached as file MVD Agreement Exhibit A) illustrates MVD's current fee structure and a rate increase proposed for July 1, 2015 and July 1, 2016. For residential customers, MVD is proposing two 4% rate adjustments, while for non-residential customers the adjustments proposed are 7% in 2015 and 5% in 2016. As with the current contract, the new contract would allow MVD an annual rate

adjustment that is tied to a consumer price index. One of the stated purposes for the rate adjustment is to support the financing to comply with state law and address the diversion of a re-defined organic waste stream that will include food wastes and constructing infrastructure to address the new organics regulations.

Synthesizing the 38 page contract to highlights, these particular terms stand out:

- Contract term extended until June 30, 2026;
- Amended customer rate definition to cap any rate increase after July 1, 2017 to a consumer price index or 5% whichever is less;
- MVD may request a rate increase for extraordinary circumstances subject to demonstrating burden from extraordinary circumstances to the Council;
- Revised definition for organic waste;
- Revised description of MVD ownership;
- Performance bond requirement increased from \$50,000 to \$150,000, or the approximate value of one-months billing;
- MVD to provide free solid waste services for up to six (6) City sponsored events annually up from the current two to three events;
- MVD to provide twice annual community clean-up events compared to only one in current contract (they have been providing two annual events for some time now);
- Green waste generated from City grounds and facilities will be taken directly to MVD Transfer Station at 1255 W. Elm for diversion with no charge to City versus current process where green waste is dropped onto ground and loaded by City staff into MVD roll-off bin at Corp Yard;
- MVD to haul off and dispose of City street sweeping material at no cost to City;
- For non-residential customers that request it, MVD will clean bins;
- For residential customers, MVD will replace or swap out containers up to one-time per year upon request;
- MVD will continue to prepare all necessary regulatory reports to state on behalf of City;
- MVD will continue to provide community outreach on ways to divert waste at schools and community events; and
- Though it has never been an issue, the current and proposed contract allows the City to take over service should MVD fail to provide service over a 72-hour period that is not a force-majeure matter.

Staff believes the contract extension and terms contained within are not unreasonable.

IV. ALTERNATIVES:

The Council has the following alternatives:

1. Council could direct staff to negotiate other terms to the proposed contract; or
2. Council could select to not extend the contract at this point and let the current contract expire on June 30, 2016 and negotiate at a later date.

V. FISCAL IMPACT:

There is no direct fiscal impact. The cost of the contract is funded by the service fees charged to solid waste customers. There is no impact to the General Fund.

ATTACHMENTS:

File Name	Description
☐ Amended_and_Restated_Solid_Waste_Franchise_Agreement.docx	Contract Document

- 📄 MVD_Agreement_Exhibit_A.docx
- 📄 Reso_3665_Aproving_Solid_Waste_Contract_Extension.doc
- 📄 Reso_3660_Exhibit_A.doc
- 📄 Reso_3660_Exhibit_B.docx

MVD Agreement Exhibit A
Resolution No.3665
Resolution No. 3665 Exhibit A
Resolution No. 3665 Exhibit B

AMENDED AND RESTATED SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES FRANCHISE

CITY OF COALINGA AND MID VALLEY DISPOSAL

THIS FRANCHISE AGREEMENT (“Franchise” or “Agreement”) is granted this 18th day of December 2014 (“Effective Date”), by the City of Coalinga, a municipal corporation within the State of California (“City”), to Mid Valley Disposal, LLC., a California limited liability corporation (“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 require 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, Franchisee has represented and warranted to the City that it has the personnel, operating assets, experience, and qualifications to provide the solid waste services 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 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; and

WHEREAS, Franchisee has held a franchise with the City for solid waste services since 2006, and faithfully performed under the terms and conditions of that franchise; and

WHEREAS, Franchisee has a franchise with the County of Fresno to provide solid waste services to the unincorporated areas surrounding the City; and

WHEREAS, the existing franchise with Franchisee is set to expire on June 30, 2016; and

WHEREAS, Franchisee has requested an extension of the existing franchise for a period of 10 years in order for Franchisee to properly plan for an expansion of Franchisee facilities and equipment and to comply with new State mandates, all to better serve the City and its customers.

WITNESSETH

For and in consideration of the payments to be made by the Franchisee to the City, and in further consideration of the full and faithful performance by 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 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 Franchisee 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 to 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.

(K-1) "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.

(L) "Container" shall mean residential, commercial, industrial, institutional, government cans, bins, or dumpsters approved and provided by 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 paid by customers for collection, processing, transportation, disposal of solid waste and other related services received.

Customer Rates will be established by Franchisee and set forth in this Franchise. (See **Exhibit A.**)

Franchisee may at its sole discretion adjust such customer rates not more than once each year, commencing on the beginning of a Franchise Year starting on July 1, 2017. No discretionary rate increase shall exceed the Consumer Price Index (CPI) for All Urban Consumers for US Cities Average Item: Garbage and Trash, as published by the US Department of Labor, Bureau of Labor Statistics, or any successor index, or five percent (5%), whichever is less.

Franchisee may request an additional rate increase at other times based upon extraordinary circumstances, which for the purposes herein shall mean unanticipated 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. To obtain a rate increase based upon extraordinary circumstances, Franchisee has the burden of demonstrating to the satisfaction of the City Council the need for the rate increase based upon the allowable circumstances. The City Council shall act upon any extraordinary rate increase request within sixty (60) days and approve the request if the Franchisee has met its burden.

(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 four-plex 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.

(CC) “Franchisee” shall mean Mid Valley Disposal, LLC, a California limited liability 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 and Organic Waste” shall mean those discarded materials that will decompose and/or putrefy and that the City’s Municipal Code permits, directs, and/or requires Generators to separate from Solid Waste and Recyclable Materials for Collection in specially designated Containers for Organic Materials Collection. Organic Materials include Green Waste and Food Scraps such as, but are not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small wood pieces, other types of organic yard waste, vegetable waste, fruit waste, grain waste, dairy waste, meat waste, fish waste, paper contaminated with Food Scraps, pieces of unpainted and untreated wood, and pieces of unpainted and untreated wallboard. No Discarded Material shall be considered Organic Materials, however, unless such material is separated from Solid Waste and Recyclable Material.

(FF) “Green Waste and Organic Waste Collection Program” shall mean the program by which the Franchisee collects Green Waste and Organic 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, corrodibility, 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) Intentionally Deleted.

(KK) Intentionally Deleted

(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, putrescibles 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 Customer Rates and Miscellaneous Charges for Special Collection Services as authorized by Section 4.1 and set forth in this Franchise (see **Exhibit A**). The Service Fee constitutes the entire compensation of 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.

The Miscellaneous Charges for Special Collection Services may be adjusted in the same manner as Customer Rates.

(AAA) “Collection Rate Schedule” shall mean the posted schedule of collection charges established by Franchisee in accordance with the terms of this Franchise.

(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 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, except that this circumstance may form the basis for an extraordinary circumstance justifying a Customer Rate increase.

(FFF-1) "Universal Waste" shall mean computers, terminals, televisions, similar electronic devices as may be defined now or in the future by state law.

(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 this Franchise. 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 FRANCHISEE

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF FRANCHISEE:

Franchisee, by acceptance of this Franchise, represents and warrants that:

(A) Existence and Powers. 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. Franchisee has duly authorized the execution and delivery of this Franchise. This Franchise has been duly executed and delivered by Franchisee and constitutes the legal, valid and binding obligation of 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 Franchisee of this Franchise nor the performance by Franchisee of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulations applicable to 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 Franchisee or instrument to which Franchisee is a party or by which 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 Franchisee.

(D) No Litigation. There is no action, suit or other proceeding as of Franchise date, at law or in equity, before or by any court or governmental authority, pending or, to Franchisee's best knowledge, threatened against 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 Franchisee in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by Franchisee of its obligations hereunder or by Franchisee under any such other agreement or instrument.

(E) No Legal Prohibition. Franchisee has no knowledge of any applicable law in effect on the Franchise date which would prohibit the performance by Franchisee of this Franchise and the transactions contemplated hereby.

(F) Information Supplied by the Franchisee. The information supplied by Franchisee in all submittals made in connection with negotiation and execution of this Franchise is correct and complete in all material aspects.

(G) Waiver of Certain Rights. 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. 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. 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 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 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, Franchisee agrees to provide Franchise services to any person within the Franchise area requesting such service, subject to payment of the Customer Rates and Miscellaneous Charges for Special Collection Services, established by Franchisee as set forth in this Franchise.

(B) Exclusive Franchise. This Franchise is intended by the parties, to extent permitted by law, to designate 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. 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 Resources 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 of this Franchise shall commence on the Effective Date and terminate on June 30, 2026.

(D) Extension of Term. Upon expiration of the term of this Franchise, the Franchise may be extended upon terms and conditions mutually agreeable to the parties.

(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 hereof shall not give 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) 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(YY) 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 Franchisee, either by action or inaction of 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 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. Franchisee represents that, as of the Franchise date, Mid Valley Disposal, LLC, is a limited liability corporation composed of the following: Jay Kalpakoff (Managing Member), Joseph Kalpakoff (Member), Jonathan Kalpakoff (Member) Roy Mendrin (Member).

(B) Maintenance of Existence. Franchisee covenants that during the term of this Franchise it will maintain its current existence and current membership, 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 Franchisee to perform the Franchise service.

(C) Consolidate, Merger, Sale, Transfer and Change in Control. 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 Franchisee of operational or voting control of Franchisee.

(D) Transfer of Control. 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 ownership interests of Franchisee, which results in loss by Franchisee of operational or voting control of Franchisee. This section shall not apply to transfers or sales 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 Franchisee requests the consent of the City for any transaction described in Section 3.2 or Section 3.3 hereof, 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. 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, green waste and organic 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. Franchisee shall use the following collection systems:

(1) Single-Family Residential Collection. Franchisee shall use an automated three-can collection system and provide each customer at least one 90-gallon automated can for green waste and organic 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 Franchisee.

(2) Multi-Family Residential, Commercial, Industrial, Institutional, and Governmental Collection. 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. 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. City also has the option, without charge or compensation, of bringing Green Waste to the Franchisee Solid Waste Transfer Station located at 1255 W. Elm Avenue, Coalinga, CA, for collection by Franchisee, or any similar transfer station owned by Franchisee.

(E) Christmas Tree Collection. 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 Franchisee and the City.

(F) Used Automotive Battery Collection. 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 Sponsored Events Collection. Franchisee shall, without charge, provide solid waste collection and recycling services to up to six (6) annual City sponsored events as

determined solely by the City, Franchisee will coordinate collection services with appropriate City staff and any involved community sponsors.

(H) Annual City Clean Up Collection. Franchisee shall sponsor, without additional compensation, up to two (2) annual community cleanup days for City of Coalinga residents. The City Manager and Franchisee will collaborate on the date, time, and methodology of the event.

(I) Bulky Items and White Goods Collection. Franchisee shall provide separate collection of bulky items and white goods as defined in Section 1.1(C) on a call-in basis. Franchisee shall be paid an additional fee for each bulky item collected as established by Franchisee (see **Exhibit A**). 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. 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. Franchisee shall be entitled to collect an additional fee for each item collected pursuant to the collection rate schedule (see **Exhibit A**). Said fee shall include any and all disposal charges established by the State of California and/or the County of Fresno. 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 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) Household Hazardous Waste. While not part of this Franchise, Franchisee agrees to maintain a list for customers of local places for customers to drop off Household Hazardous Waste, pharmaceuticals, medical sharps, and similar waste. Franchisee also agrees to work with the County in establishing local drop off points for the County wide household hazardous waste facility located in Kerman, CA.

(L) Street Sweeping Waste. Franchisee shall collect, transport, and dispose of waste from City’s street sweeping operations without charge or compensation. Franchisee may charge for disposal/landfill costs if the street sweeping waste cannot be taken to a Class III landfill.

(M) Illegal Dumping Abatement Collection. Upon request of the City, 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 Franchisee shall receive compensation from the City on the basis of time and materials at rates approved in writing by the City. 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.

(N) Code Enforcement Abatement Collection. Upon request of the City, Franchisee shall at a date and time mutually agreed upon by the City and 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 Franchisee shall receive compensation from the City on the basis of time and materials at rates approved in writing by the City. 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 Franchisee for the services rendered and be responsible to pursue collection from the appropriate property owners or tenants.

(O) Disabled Customer Collection. In accordance with Section 6-2.20(e) of the Coalinga Municipal Code and Section 1.1(P) of this Franchise, 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 Franchisee. The City will provide 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.

(P) Assembly Bill 939 Reporting. 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. 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.

(Q) California Integrated Waste Management Board and Other Federal, State and County Regulatory Meetings. 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.

(R) Recycling and Solid Waste Diversion and Source Reduction Education Services. 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. 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.

(S) Additional Services. 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 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.

(T) Transfer Station. Franchisee leases land from the City for a Solid Waste Transfer Station located at 1255 W. Elm Avenue, Coalinga, CA. The Solid Waste Transfer Station allows Franchisee to transfer waste materials collected in and around the City of Coalinga to facilitate the economical transport of waste materials to landfills and municipal recycling facilities (MRF). The Solid Waste Transfer Station is 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. 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. 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, 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 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. Franchisee may request the City approve any revision to the collection routes or collection schedule that 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, Franchisee shall notify all affected customers at least seven (7) days prior to implementing the revision.

(C) Route Books and Maps. 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. Franchisee shall handle containers in a workmanlike manner with due regard for avoiding damage to containers, private property and public property. 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. 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. 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, Franchisee shall schedule no collection from any customer earlier than 6:00 a.m. or later than 6:00 p.m.

(G) Holidays. 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. 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 Franchisee determines that a particular container contains more than a significant, visible amount of such materials, 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 Franchisee determines that excessive amounts of contamination are being deposited in recyclable materials containers or green waste containers, 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 Franchisee, increased educational efforts, or other appropriate steps as

determined by 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. Franchisee shall purchase, own, maintain, provide, and distribute all containers required to properly provide the services required by this franchise at its own expense.

(B) New Container Specifications. The type, size and other specific physical requirements for containers shall be as specified in this Franchise or otherwise determined by 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. 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. 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. 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, Franchisee shall clean all commercial, industrial, institutional and governmental containers at Franchisee's own expense. Franchisee shall repair or replace, at its own expense, any container that is (1) damaged by Franchisee, (2) damaged by the customer through normal wear and tear, or (3) damaged by others. In addition to the foregoing, Franchisee shall replace or swap residential containers up to once per year upon request of the customer.

(F) General Requirements. After emptying any container, Franchisee shall replace the container in an upright position at the place where such container was placed for collection. 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. 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, Franchisee shall immediately notify the City. In such circumstances, upon authorization by the City, 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. Franchisee shall, where necessary, traverse private roads in order to collect containers deposited by customers for collection. However, Franchisee shall not be required to use private roads if the owner of such roads prohibits the use of them by Franchisee.

(C) Container Enclosures. Where the collection location is within an enclosure constructed pursuant to the requirements of the City, 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. 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 Franchisee:

(1) 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) 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.

(6) The City has the right to request the reassignment of any employee of 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) 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. 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. Franchisee shall tag any containers not collected pursuant to this Section, identifying the reason for such non-collection.

(C) Clean Up. 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. 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. 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 Franchisee, Franchisee shall leave a notification tag indicating the reasons for such non-collection and the local, toll-free phone number of 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. 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 Franchisee until sold or otherwise disposed of in accordance with the terms of the Franchise.

(G) Fees and Gratuities. 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. 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 designated disposal site for solid waste, recyclable materials and green waste materials shall be determined by Franchisee in consultation with the City Manager. The designated disposal sites shall be the most cost effective and serve to maintain reasonable Customer Rates. 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. 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. 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 Franchisee with this Franchise and shall retain all weight slips or other call information provided to Franchisee's drivers by the owner or operator of the designated disposal site.

(C) Solid Waste Origin and Weight Tracking. Franchisee shall submit monthly tonnage reports that track both disposal and solid waste generator type, source reduction and diversion. 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. 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. 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. Franchisee shall develop a billing procedure satisfactory to the City, to insure proper accountability for all funds so collected.

Franchisee may contract with the City to perform the billing by having the City include Franchisee's regular monthly refuse billing as part of the City's regular utility billing process.

Franchisee may also contract with the City to bill for Special Collection Services, as outlined in Section 4.1 of this Franchise.

The terms for City collecting on behalf of Franchisee shall be set forth in a separate written agreement.

ARTICLE V

OPERATING ASSETS

SECTION 5.1 FRANCHISEE OPERATING ASSETS:

(A) Obligation to Provide. 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 Franchisee's operating assets shall be sufficient to enable Franchisee to provide the Franchise services in accordance with the terms and conditions of this Franchise.

(B) Vehicle and Equipment Identification. 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 Franchisee. No other signs or markings shall be placed on 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 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. 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 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. Franchisee shall furnish the City Manager with an inventory of operating assets used by 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:

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. 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:

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. 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). 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:

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:

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, 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. The minimum amount and terms for the insurance shall be as set forth below, or as otherwise required by the City's risk manager and City Attorney.

(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 Franchisee; or vehicles owned, leased, hired, or borrowed by Franchisee.

(2) For any claims related to this Franchise, 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 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 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. Franchisee shall furnish the City with original certificates and amendatory endorsements affecting 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 affecting the required coverage at any time. Franchisee shall provide evidence of insurance each year on the anniversary date of the Franchise.

(H) Incident Reporting. 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. 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. Franchisee shall establish a local toll-free customer service number that shall be identified on all publications, bills and correspondence. Franchisee shall maintain an emergency telephone number for use during other than normal business hours. 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. Franchisee shall also provide the City with night and weekend telephone numbers for senior officials of Franchisee for use by the City Manager, public safety and other authorized personnel.

(C) Local Office. Franchisee shall maintain a local office in the City of Coalinga, 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 Franchisee in the City of Coalinga. Franchisee's current local office is at 1255 W. Elm Avenue, Coalinga, CA.

SECTION 6.2 SERVICE COMPLAINTS AND DEFICIENCIES:

(A) Complaints to Franchisee. 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 Franchisee. 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. 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. 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, 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 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 Franchisee, the City Council may conduct a public hearing at which Franchisee will be present and will participate, to review 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 Franchise is found, the City may direct 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. 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 Franchisee's principal office. The gross receipts derived from Franchise services under this Franchise, whether such services are performed by Franchisee or by a subcontractor or subcontractors, shall be recorded as revenues in the accounts of Franchisee. 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. Franchisee's service levels and disposal records shall be available at 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 Franchise.

(C) Delivery of Financial Reports to City. 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. 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 Franchisee. Said records shall be subject to the inspection provisions described in Section 6.3(B) of this Franchise.

(E) Computer System. 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. Franchisee shall provide the City with access to this information at all reasonable times.

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:

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 one hundred fifty-thousand dollars (\$150,000). Such

surety bond shall permit the City to draw upon it in the event 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 Franchisee.

SECTION 6.6 SUBCONTRACTORS:

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. 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. Franchisee shall, at no additional compensation, prepare or otherwise 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. 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. Franchisee shall allow a person designated by the City Manager to ride with 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 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 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 Franchisee and the City Manager and the report shall be presented to the City Council for its consideration.

(4) Other Reports. 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. Franchisee may provide other information and reports as 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 Franchisee and the City Manager.

ARTICLE VII COMPENSATION

The revenues collected by 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 Franchisee's sole compensation for all services provided and all obligations of 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 Franchisee a Franchise Fee in the amount of fifteen percent (15%) 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, as well as any revenue derived from Special Collection Services. The Franchise Fee shall be paid monthly to the City 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.

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 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 after the designated collection time, 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 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 Franchisee would otherwise be obligated to collect, transport and dispose of pursuant to this Franchise. 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. 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 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. 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 fuel, oil and other necessary service, provide such other service as may 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. 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 Franchisee. Franchisee further agrees that, if the City should so request, Franchisee shall furnish to the City, free of cost, services of any or all management or office personnel then in the employ of Franchisee whose services are necessary for such operations.

(D) Franchisee Reimbursement. 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 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 Franchisee for providing services. In such event, the City shall submit a reimbursement statement to Franchisee. Each statement shall list such costs and expenses, and the reimbursement by 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 Franchisee and thereupon demand that Franchisee resume the collection, transportation and disposal of solid wastes as provided in this Franchise, whereupon 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 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 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) Franchisee can be re-let to bid if Franchisee is no longer able to perform.

(H) Security for City's Rights. 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 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 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 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 Franchisee of any report or document required to be provided by Franchisee under this Franchise.

(6) Voluntary Bankruptcy. The written admission by Franchisee that it is bankrupt, or the filing by Franchisee of a voluntary petition under the Federal Bankruptcy Code, or the consent by 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 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 Franchisee's property or business.

(7) Involuntary Bankruptcy. The final adjudication of 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 Franchisee nor until the order of the adjudication is no longer appealable.

(8) Failure to Provide Performance Bond. The failure of 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 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 (8) 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 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 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) 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 Franchisee shall have diligently taken steps to correct such default within the 15 day time period, the same shall not constitute an event of default for as long as Franchisee is continuing to take such steps to correct such default, but in no event shall the cure period extend for more than thirty (30) days from notice).

(C) Waiver of Defenses. 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 impracticality 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 Franchisee with regard to any provision of this Franchise.

(D) Enforcement Costs. 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 Franchisee's obligations hereunder if such non-performance results in a judicially determined event of default by 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 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, with venue in Fresno County.

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 Franchisee or any of its officers, directors, members, or employees 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) Impose such other sanctions (which may include financial sanctions or any other conditions deemed 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, members or employees is guilty and any admission of guilt by the Franchisee, or any of its officers, directors, members 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.

ARTICLE X

MISCELLANEOUS PROVISIONS

SECTION 10.1 INDEMNIFICATION:

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(OO)), 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 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. 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 sole negligence or willful misconduct 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 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 electronic communications with verification of receipt, 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 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, 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. 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:

Franchisee shall not discriminate nor permit discrimination by any of its officers, employees, agents and representatives against any person because of a protected class under State or federal law. 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. No official, officer or employee of the City shall be liable in their individual capacity for a breach of this Agreement.

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, LLC
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:

Signatures on Next Page

CITY OF COALINGA

MID VALLEY DISPOSAL LLC.

By: _____
Rene A. Ramirez, City Manager

By : _____
Jay Kalpakoff, Managing Member

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk/Deputy City Clerk

By: _____
Roy Mendrin, Member

APPROVED AS TO FORM:

By: _____
Joseph Kalpakoff, Member

By: _____
Jonathan Kalpakoff, Member

By: _____
City Attorney

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City of Coalinga Refuse Rates – Exhibit A

	Current	July 2015	July 2016
Residential	\$22.65	\$23.56	\$24.50
Second trash	\$36.00	\$37.44	\$38.94
Commercial	\$27.50	\$29.43	\$30.90
1-2-2-	\$131.50	\$140.71	\$147.74
1-2-3-	\$184.00	\$196.88	\$206.72
1-2-4-	\$225.00	\$240.75	\$252.79
1-2-5-	\$287.00	\$307.09	\$322.44
1-2-6-	\$365.50	\$391.09	\$410.64
1-2-7-	\$301.57	\$322.68	\$338.81
1-3-2-	\$197.00	\$210.79	\$221.33
1-3-3-	\$276.00	\$295.32	\$310.09
1-3-4-	\$352.50	\$377.18	\$396.03
1-3-5-	\$431.00	\$461.17	\$484.23
1-3-6-	\$510.00	\$545.70	\$572.99

Miscellaneous Charges

Residential (MVD)

Extra Pick-up/Go Back (Automated can)	\$ 8.00
Contaminate Recycling Cart	\$ 8.00
Replacement Cart	\$ 60.00

Roll-off (MVD Bill)

Delivery	\$ 30.00
Load Charge	\$ 235.00 + Landfill
Rent-A-Bin (2 yard) (10 days rental+ 2-dumps)	\$ 125.00
Extra Dump	\$ 45.00

Commercial (MVD Bill)

Extra Pick Up (2 yard)	\$ 40.00
Go Back Fee	\$ 25.00
Contaminated Bin (2 yard) (Recycling Blue)	\$ 45.00

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

RESOLUTION NO. 3665

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
APPROVING AN AMENDED AND RESTATED SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL SERVICES FRANCHISE WITH MID
VALLEY DISPOSAL, INCLUDING REVISED RATES FOR SUCH SERVICE**

WHEREAS, the City of Coalinga currently contracts with Mid Valley Disposal (Mid Valley) by way of an exclusive franchise for solid waste collection, transportation, disposal, and recycling services; and

WHEREAS, the City approved the current contract with Mid Valley in 2006 (“Franchise”); and

WHEREAS, the collection and disposal of solid waste is necessary for the protection of the public health, safety, and welfare; and

WHEREAS, the City and Mid Valley desire to enter into an Amended and Restated Solid Waste Collection, Transportation and Disposal Services Franchise (“Amended Franchise”), which amends the Franchise to provide an extension of the Franchise for a period of ten (10) additional years, and which provides for a rate adjustment requested by Mid Valley to make up for a small portion of voluntarily waived CPI adjustments by Mid Valley; and

WHEREAS, the proposed new service rates are set forth in **Exhibit B**; and

WHEREAS, no other substantive amendments are proposed for the Franchise; and

WHEREAS, the City Council held a noticed public hearing at its regularly scheduled meeting held on December 18, 2014 to discuss and consider the Amended Franchise, including the new service rate schedule. A copy of the notice of the public hearing is attached hereto as **Exhibit A**; and

WHEREAS, the City Council has reviewed the proposed Amended Franchise and the proposed adjusted service rates, and finds that the Amended Franchise and service rates are proper and consistent with the purposes of Chapter 2, of Title 6, of the Coalinga Municipal Code and State law.

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

1. The Amended Franchise is hereby approved.
2. The service rates set forth in **Exhibit B** hereto are hereby approved, effective as of July 1, 2015.
3. The service rates set forth in **Exhibit B** hereto shall be adjusted from time to time as called for in **Exhibit B** and the Amended Franchise.

PASSED AND ADOPTED this 18th of December, 2014, at a regular meeting of the City Council of the City of Coalinga.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

City Clerk, Deputy City Clerk

Mayor

Exhibit A

CITY OF COALINGA

NOTICE OF PUBLIC HEARING TO DISCUSS AND CONSIDER A PROPOSED AMENDED AND RESTATED CONTRACT FOR THE COLLECTION OF SOLID WASTE IN THE CITY, INCLUDING A REVISION IN THE RATES FOR SUCH SERVICE

On December 18, 2014, at the City Council Chambers located at 155 West Durian Avenue, Coalinga, California, the City Council of the City of Coalinga will discuss and consider the following item:

1. A proposed Amended and Restated Solid Waste Collection, Transportation and Disposal Services Franchise (“Amended Franchise”) with Mid Valley Disposal to provide exclusive solid waste collection services in the City.
2. The City entered into the existing Franchise Agreement with Mid Valley Disposal in 2006 (“Franchise”) and that Franchise is set to expire on June 30, 2016. The proposed Amended Franchise will extend the original Franchise term by 10 years, until June 30, 2026.
3. Mid Valley Disposal has kept Customer Rates for service the same since approval of the original Franchise in 2006, despite being contractually allowed to increase rates by 23% through June 30, 2014, pursuant to the authorized CPI adjustment. With the Amended Franchise, the following rate increases will occur:

Residential

- Effective July 1, 2015, the standard monthly rate for residential customers will increase by Four percent (4%), from the current rate of \$22.65 to \$23.56.
- Effective July 1, 2016, the standard monthly rate for residential customers will increase by an additional Four percent (4%), from \$23.56 to \$24.50.

Commercial

- Effective July 1, 2015, the standard monthly rate for commercial customers will increase by Seven percent (7%), from the current rate of \$27.50 to \$29.43.
- Effective July 1, 2016, the standard monthly rate for commercial customers will increase by an additional Five percent (5%), from \$29.43 to \$30.90.

The complete service rate schedule on file with the Deputy City Clerk.

Beginning on July 1, 2017, the revised rates are subject to an annual adjustment each year based on the Consumer Price Index (CPI), as currently allowed in the existing Franchise.

Any person interested may appear and be heard at the public hearing. Copies of the proposed Amended Franchise and the proposed service rates may be obtained by contacting the Deputy City Clerk at 559-935-1533, ext. 113.

City of Coalinga Refuse Rates – Exhibit B

	Current	July 2015	July 2016
Residential	\$22.65	\$23.56	\$24.50
Second trash	\$36.00	\$37.44	\$38.94
Commercial	\$27.50	\$29.43	\$30.90
1-2-2-	\$131.50	\$140.71	\$147.74
1-2-3-	\$184.00	\$196.88	\$206.72
1-2-4-	\$225.00	\$240.75	\$252.79
1-2-5-	\$287.00	\$307.09	\$322.44
1-2-6-	\$365.50	\$391.09	\$410.64
1-2-7-	\$301.57	\$322.68	\$338.81
1-3-2-	\$197.00	\$210.79	\$221.33
1-3-3-	\$276.00	\$295.32	\$310.09
1-3-4-	\$352.50	\$377.18	\$396.03
1-3-5-	\$431.00	\$461.17	\$484.23
1-3-6-	\$510.00	\$545.70	\$572.99

Miscellaneous Charges

Residential (MVD)

Extra Pick-up/Go Back (Automated can)	\$ 8.00
Contaminate Recycling Cart	\$ 8.00
Replacement Cart	\$ 60.00

Roll-off (MVD Bill)

Delivery	\$ 30.00
Load Charge	\$ 235.00 + Landfill
Rent-A-Bin (2 yard) (10 days rental+ 2-dumps)	\$ 125.00
Extra Dump	\$ 45.00

Commercial (MVD Bill)

Extra Pick Up (2 yard)	\$ 40.00
Go Back Fee	\$ 25.00
Contaminated Bin (2 yard) (Recycling Blue)	\$ 45.00

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

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

Subject: Minutes-November 6, 2014
Meeting Date: December 18, 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_110614.pdf	Minutes-November 6, 2014

Minutes

CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA November 6, 2014

1. CALL TO ORDER

Mayor Garcia called the November 6th Council meeting to order at 7:00 PM.

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

Staff Members Present: City Manager Rene Ramirez, City Attorney David J. Wolf, Finance Director Mari Jimenez, Assistant Community Development Director Sean Brewer, Administrative Senior Analyst Mercedes Garcia, Police Chief Cal Minor, Fire Chief Steve Henry.

Planning Commissioners Present: Josh Sailer, Anne Jorgens, Rocco Papietro, Ken Stoppenbrink

Others Present: City Clerk Wanda Earls

City Treasurer is Absent

1. Pledge of Allegiance

Mayor Garcia led the Council and Audience in the Pledge of Allegiance.

2. Changes to the Agenda

None

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

3. CITIZEN COMMENTS

Sean Kalpakoff with Mid Valley Disposal:

He just wants to make an announcement to remind you and all citizens of the community that on November 8th we are having our biannual clean-up in their yard from 7:00 AM to 3:00 PM. The address is 1255 E. Elm. He will be out there for “free dump day”. Everything is accepted except hazardous waste. No batteries but tires will be accepted and free. The City achieved a grant from the State so they are paying for the citizens to dispose of their tires for free. He will be barbecuing hot dogs and you can grab a water on the way out. He hopes everyone comes out and takes advantage of this opportunity to dispose of their “stuff” at “free dump day”.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

*Motion Made to Approve Consent Calendar Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Made by Council Member Oxborrow, Seconded by Council Member Lander. Motion **Approved** by a Roll-call 5/0 Vote: Oxborrow, Lander, Ramsey, Keough, Garcia.*

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)

Consent Calendar: Item 10 is pulled for discussion: Purchase of (1) 2015 Tymco Model 600 Diesel Street Sweeper Project No. CMLNI 5146(013).

Mr. Sean Brewer said the Council will recall the City received grant funds from CMAQ, Congestion Mitigation Air Quality Grant Program for this particular call. It took sometime to get to the purchasing process because they have a program called "Buy America" which mean almost all the parts you purchase under a federal program have to be "Made in America". Every city submitting for a street sweeper under this program had to submit for an Extension Policy. At this time we were finally able to get authorization to purchase the street sweeper and so on September 17 we issued a published notice and invited bids to provide prices for a specific 2015 Tymco Model 600 Diesel Street Sweeper; it is relatively close to what we currently have now in terms of the model type and brand.

Three bids were received and publicly opened on October 8th. Bids were evaluated based on price, compliance to the specifications and ability to meet the minimum qualifications. One bidder did not meet the minimum qualifications and was disqualified. Based on the above criteria GCS Interenvironmental Equipment Services is recommended as the best bidder to provide for the desired equipment identified in the proposal. The Council, tonight, will be approving the purchase of the street sweeper and we will proceed forward with authorization to purchase and have it delivered relatively soon.

Mr. David King, 4370 Hawthorne Way, Riverside, CA:

He represents Haaker Equipment Company with the Elgin products. He is here tonight to protest the award to GCS because of the following:

This was not a competitive bid. This was based upon one sweeper and one sweeper only. This is grant money and you are required to put out a competitive bid. When you put out specifications for one sweeper and one manufacture no one else can bid. The reason why the two other bids, besides his, is because the dealer up north represents this area and the Tymco dealer down south cannot bid. They just gave him a quote to help him out. That is where you got the two and he bid. So the reason why he did it is because when he asked for the bid specs, he was told if you are not going to bid a Tymco, don't bother bidding. Well, this is grant money and it is a competitive bid and everyone should have an opportunity to bid. The reason why he bid is because the Elgin Product is the number one sold product in the world. There are a couple things

in the specs which he did not meet: his product is painted grey and not black, the side broom of 47" his is 46". Everything else he exceeded. His sweeper has more suction and bigger hopper and it is built better. He does not think it is fair the specs came out under one sweeper. He was low bidder. He is with Haaker Equipment Company and they have a full service vehicle up here to include parts and service. We have the capability of doing a better job for you than what you expect to have with Tymco.

He does not understand. He is the responsible low bidder. Why were the specs put out for only one type of sweeper? If that were the case every bid that people (cannot understand words). The grant money is not for you to pick and choose what you want. Grant money is for everyone to have a fair chance at this. He is requesting the award be given to the Haaker Equipment Company as the responsible low bidder.

City Attorney David Wolf said he did speak to the City engineer today and he says this is the process through Caltrans. The City followed the procedures. Even though it says Tymco it does not have be a Tymco product if you meet the specifications. This particular bid did not meet it in at least six categories. So it is not a responsible bid and he did verify with the City engineer on the bid process.

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

City Manager Ramirez said we are here tonight to get the Council's impressions in reference to Mid Valley Disposal as they want to extend their contract by at least ten years. Mid Valley has been providing service to the community since 2004. Their current contract expires in 2016. Through all this time, he was amazed to find the rates have been the same for well over ten years even with changes in regulations.

One of the reasons they are here and looking for the extension is the regulation being required for all solid waste providers to now begin diverting all organic and food waste from the waste stream. Because of this, Mid Valley is planning to build a compost facility at their Kerman site. This is basically the reason Joseph wants to start talking about an extension now. One of the things he pointed out in the staff report is as the contract has evolved with Mid Valley Disposal, things in Fresno County have changed.

The franchise agreement with Fresno County ends in 2018. Probably six or seven years ago the County actually traded franchise areas within the County. Part of the reason for doing that is Fresno County was having a problem at meeting the diversion requirements the State had set. You had multiple haulers picking up along the same County road and they knew they needed to try and streamline the process. They developed these franchise areas. Mid Valley is the franchise hauler in rural Fresno County for everything west of the City of Fresno to the northern County border down to the southern Fresno County border. There

is a small segment in south east Fresno County where Mid Valley has an exclusive franchise. This means that everything in the rural County, Mid Valley picks up.

The City of Coalinga, if we wanted to have our own hauler, etc., or we wanted to do the trash ourselves, we could still do that.

We have had a good working relationship with Mid Valley.

The purpose for this discussion is because there are some changes to regulations requiring Mid Valley is create a composting facility. It will take some capital improvement and borrowing some money. The lender is looking for something that shows they have a good contractual arrangement and a revenue stream that is going to repay the money they have to borrow. That is the biggest reason for Mid Valley to be asking now prior to the contract sunset in 2016.

Mr. Joseph Kalpakoff, Mid Valley Disposal made a PowerPoint presentation depicting the following:

The Proposal

Mid Valley has enjoyed a 10 year relationship with the City of Coalinga.

Mid Valley Disposal in Coalinga since the Company was founded in 1997 through 2014.

Recycling Success

Buying Local – a list of twenty-three Coalinga businesses were listed as vendors Mid Valley uses.

List of Community Involvement and Sponsorship of organizations in Coalinga they have collaborated or sponsored in recent years.

Clean-up Events including the donation of Roll-off containers to assist with the creek clean-up events

Pricing – Mid Valley has kept prices low and below industry standards for Coalinga for the 10 years they have served the community. They have been growing their business around Coalinga. They have been able to shave their costs.

Family Owned Local Company. They reinvest their profits back into the Company.

There is a clean-up event this coming weekend. Dumping is free for all the residents. It is a good way to keep the alleys clean.

They look forward to a long-term relationship with your City and their financial institution is looking for a long-term relationship with their cities.

It cost a lot of money to implement these new food waste programs. It cost a lot of money to put in the infrastructure in Kerman and keep us and the cities in compliance.

Tonight he is asking the Council and the City staff for a new ten year agreement. He is here for questions.

City Council Member Oxborrow said he thinks Mid Valley has been a wonderful asset to the community. Since you bought that yard, he has some property there, you guys keep that yard really clean and nice. It works out very well. There is not much stench or anything that you would expect from a facility such as you have. He has only one question and something he would like to see implemented is to have the trash cans we have cleaned or replaced. His garbage can is soiled and it needs to be cleaned. He does not know of a program you might implement for us. Can you perhaps cycle them out every six months or so or have them steam cleaned, etc.

Mr. Kapokoff said over the past ten years they have brought in over 2000 carts mostly in 2011 and 2012. Anything that was broken or dirty was replaced. Some carts hold up well and some are stuck in the alley and they get beat-up a little more. We are constantly investing and switching out those carts.

A cart cleaning program he does not have and with wastewater it has become difficult. We used to be able to go out and pressure wash them real quick and place them back out. Now with wastewater regulations you have to have a seal component garbage truck. It could be time for him to look at that option.

Council Member Oxborrow said some of them are getting pretty bad. It might save you money replacing them because some are getting pretty bad.

Council Member Lander said he sat on this board when we contracted with the trash service. It was a huge controversy in this community. He had done a survey throughout the State as to how many communities had privatized their trash service and we were one of the last to do so. In the past several years that you have serviced us, it has been phenomenal for our City. As to extending this contract, he has absolutely no qualms regarding it because of the service you have offered this City and other communities within the surrounding area.

Council Member Ramsey said he thinks you are a great partner. He was also here when they brought you aboard. He knows everyone in the community and the organizations are assisted by you. He is for the extension, also. It should come to our next Council meeting and hopefully (we have new Council people coming in) it will be approved for another ten years.

City Manager Ramirez said this will be brought back before you with a contract agreement to be approved by you.

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

Police Chief Minor said he wants to give a quick background. He knows you have read the staff report and proposed ordinance. Currently State law does not allow the City of Coalinga to regulate massage establishments in any matter. Three years ago, legislation was passed, that established the California Massage Therapy Council. The idea was the same as the governing board over barbers, beauty shops, physical therapy, etc. Those boards consist of people from the industry charged with the oversight. The current California Massage Therapy Council has no say in oversight. It is a group composed of people from the industry regulating them. They have set their own rules and criteria and removed the municipalities from having any oversight.

In January there is a new amendment to this law which will be passed which brings it into compliance with other professional businesses in California. It will return the oversight to the Council if you so choose. In working with Dale and Mr. Wolf, we have come up with a proposed City Ordinance which is in compliance with the new regulation taking effect in January restoring oversight to the City to regulate these types of businesses. The proposed Ordinance is before you for approval this evening. One of the things in your packet is our proposed application ordinance. Tonight you are approving the Introduction and Waiving of 1st Reading of Ordinance No. 779. We will come back with the Second Reading and it will take effect 30 days after that. We will require the establishment(s) in town to fill out the required information and comply with the new regulations. He will answer any of your questions.

Mayor Pro-tem Keough said he was reading through this and it looks pretty touch. He does not know how he would open a massage parlor after reading this. He doesn't want to give his wife a massage because he might be arrested. There are a lot of regulations in this. He is a little concerned about the amount of government being pushed into the document. It seems to him that the Chief of Police would have full discretion over this. It does not seem to him that the Council is going to have real oversight authority over this. Is that true?

Chief Minor said the licensing approval is with the Chief of Police. But there is a process where the business owner can appeal any of their decisions to the City Council for final authority. They would appeal first to the city manager and if not satisfied they can then appeal to the City Council for final arbitration.

Council Member Oxborrow said the intent of this is the background and investigation fee. If you know the history on some of these establishments, that are opened up they are not, necessarily, owned by one person. There is one owned here in town and there is one in Lemoore, Hanford and Visalia. There is history of arrests, etc. Through the background investigation you will be able to weed out who is ligament and who is not.

Police Chief Minor said we could not do any background checks on these establishments.

City Attorney David Wolf indicated the biggest benefit for us is the establishment of a permit. Massage establishment must have a permit and if there is any wrong doing going on, the permit may be revoked

Council Member Lander said this gives you more control and as of now you have no control.

Police Chief Minor said we can do criminal investigation on an individual like we have done. But the actual operation of the massage establishment can continue forever. The City, as of right now, cannot revoke the business license if they pay all their fees and comply with the regulations of the California Massage Therapy Council.

*Motion to Introduce and Waive 1st Reading of Ordinance No. 779 Establishing City Oversight of Massage Establishments Made by Council Member Lander, Seconded by Council Member Ramsey. Motion **Approved** by a Roll-call (5/0) Vote: Lander, Ramsey, Oxborrow Keough, Garcia.*

3. Council Consideration of Proposals Received on the Sale of the EDA Buildings Located in Coalinga Plaza

Sean Brewer, Assistant Community Development Director

Assistant Community Development Director Sean Brewer said tonight staff is requesting approval of the proposals received for the sale of the EDA buildings located on the Coalinga Plaza. City staff has been working with the City Council in developing a sales approach for the EDA buildings located on the Plaza. We have two independent buildings comprised of seven units each. Staff has been given direction by the Council to condo the individual units for sale. Staff has completed that and on September 9th, 2014 staff advertised a RFP on the City Website, local paper, the City's broker Website and several multi-listing services to solicit proposals for the sale of the EDA buildings.

Proposals were to be received no later than October 13, 2014 at 4:00 PM. Staff received four sealed proposals to be opened publicly here in the Council chambers on October 21, 2014 at 6:00 PM as directed by the Council at their regular October meeting. The proposals were read out loud and staff in conjunction with the city attorney reviewed in detail the proposals to insure that they were complete and responsive.

After reviewing the proposals, staff has determined that three of the proposals were responsive and one was non-responsive based on missing pertinent financial documentation. We can discuss that further. We attached the spreadsheet identifying the proposals received and price and documentation provided for each proposal. The three proposals deemed to be responsive were for 115 West Durian Street, 295 North Fifth Street and 100 West Cedar Street. They all provided a proposal which included a price at asking price or above the minimum asking price, a letter of commitment or an executed sales agreement and financial documentation indicating the ability to execute the cash sale. All proposals received were identified as cash sales. All the documents provided to the City have been attached via a draft. However, you will see the documents relating to the buyers financial capability such as bank statements are not included as they are deemed confidential.

The one proposal determined to be non-responsive was for 385 North Fifth. There was no financial capability such as a bank statement, funding letter, letter of credit or any kind of information from a financial institution. The offer was \$200 less than the asking price. Staff was able to discuss the issue with the buyer and confirm that the \$200 was a clerical error and their full intent was to offer the minimal price of \$44,200 not \$44,000. Since there were no competing offers on that particular location, staff made the determination that the error could be fixed in accordance with Section C and J of the RFP which allows the City to waive any irregularities, informal or minor defects if the City deemed it within the best interest of the City. Since the proposal which came in was \$200 under was clearly the result of a clerical error and not by design, staff is of the opinion that there is enough discussion to treat the defect as minor and for the City to accept the bid of a minimal purchase price proposal. However, since the buyer did not provide the required financial statements, staff has determined the proposal is in fact non-responsive. However, because there are no competing offers on any of the units, the Council has the full discretion to accept all offers and instruct the buyers to work directly with the City's broker to execute sales contracts and complete sale transactions. In accordance with the RFP, the buyers shall have thirty days from the Council's approval to execute the sales contract.

The Council has the discretion to approve all four proposals because they have to go through the process of providing all the information and execute the cash sale.

Staff would like to talk about the outstanding unsold units, and how the Council wants staff to approach those. Staff is recommending that we begin marketing the remaining units for sale until the units are sold. It is recommended that the Council set the price of \$42.00 per square foot in order to be in line with the highest offer accepted this evening. This will not affect the current purchases that are going to occur providing the Council does accept the proposals presented. This insures they will not lose any property value on the day they sign a contract for the purchase.

Based on the proposal received and accepted the City would generate exactly \$202,500. of revenue to the General Fund most likely this fiscal year barring the closing taking more than eight months. The City's broker's commissions are to come directly from the EDA fund and will not come from the proposals themselves.

Council Member Oxborrow said the City is going to be acting as the Association, he is assuming, until all the units are sold at which time they will have to form their own association.

Mr. Brewer said the City will be a part of the Association until all the units are sold. Staff prepared a preliminary budget that was reviewed with the City Attorney deemed to be satisfactory in terms of what items needed to be looked at in the budget to determine the actual association dues. We do have those dues identified in the RFP. The City is the majority owner of both and they will have to be the decision maker on that profit. We will be moving forward in hiring a property management company to manage those. The cost has been built into the RFP and in to the budget for the Association dues.

Council Member Oxborrow asked if we sale these four prospective units, are they going to begin paying any type of association dues. Will it be built into the escrow?

Mr. Brewer said we will start that process once the Council approves these purchases. We will start working getting the property management company lined up so when these properties close, we will be moving ahead.

Council Member Oxborrow said the other concern is we are extensively privatizing these units as they are and they are offered for sale. His suggestion is we have thirty-day contracts with the leasees. Does anyone in the units have an extended contract or is everyone on a month-to-month basis?

Mr. Brewer said the RFP stated that they have thirty days to close escrow. Mercedes Garcia has the

rental/lease information.

Senior Administrative Analyst Mercedes Garcia stated that 115 West Durian Street is one of the units, she believes their contract ends in January. Unit 295 is up on November 30th.

Council Member Oxborrow said his suggestion would be that we define a fee structure here on out because if anyone is interested in purchasing any of the other units, they are not going to want any incubator status because they will want a market rate in there for the remaining units. Any perspective buyers should want to know the actual rent if they want to purchase a unit as an investment.

Council Member Lander asked if the Association fees are going to be determined by square footage?

Mr. Brewer said the latest Association dues are based on a percentage of the square footage and the common area share such as two units sharing a bathroom which would be considered common area. He has a spreadsheet and every unit has its fair share of the common area.

Mayor Pro-tem Keogh said he had a couple problems with this. He was not able to bring this to the Council because of the timing. When he looked at the full packet on the agenda, he sees that he has different information in each packet. It is not consistent. Also, there is not a letter of commitment in each packet; there might just be a purchase agreement. It appears strange to him that it said in the RFP, in two different places, that upon acceptance of a winner of the bid they would then have thirty-days to, then, complete purchase agreements. Why is a purchase agreement in the bid at all? That bothers him. The final thing, in two places in the RFP, it talks about sealed bids. In here we talked about opening the bids to the public. We really gave the impression that nobody could know the bids. That is not true, because with a purchase agreement people would know the bid.

He told the City Attorney that somebody asked him how I know if the City realtor is not going to know my bid. The City Attorney said they won't because it is a sealed bid. He then presented the purchase agreement showing the realtor does know the bid offer. The city attorney wrote back and said, "I should have been clearer. The broker has a (cannot under word) agreement". He didn't realize that three days ago when he gave you the information. He said, "That is interesting, you are a lawyer and you wrote this RFP?". He asked for a copy of the contract three weeks ago and he never received it.

His two problems here are:

1. There is a perception issue. We made it look like no one would know the price of the bid. That is not true.
2. Why do the purchase agreements (cannot under words) when it clearly states, "You have thirty-days upon a successful bid".

We don't want to fight about that because he got that out. He just wants people to be aware of that. He said when he wrote that to the city attorney he CC'd it to city manager.

City Manager Ramirez said he does not recall the information but he would look into this situation.

Mayor Pro-tem Keough said he can show it to you.

Mayor Garcia said we are looking for a consensus to move forward. We need a motion and second.

*Motion Made to Accept the Conforming Proposals as Presented for Consideration of the EDA Buildings 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. Police Department - Monthly Report

Police Chief Cal Minor

Police Chief Cal Minor said he is always proud to talk to you about your police department. He is proud of the work they do and they provide excellent service to our citizens.

Personnel – down to 18 of 21 authorized personnel. Nineteen positions have been budgeted for this year. The middle of last month, one of our corporals resigned to take a position with Fresno Police Department. As to the direction during our budget session, we will drag this position vacant for two months and look forward to filling it in January. It is challenging but this is what we have to do during these times.

One of the problems in staffing is one of our officers remains on light duty; he is making progress and we are hoping to have him back to full duty in the first part of December. Unfortunately, one of our sergeants during the month, during an arrest, injured a thumb. It doesn't sound like much but for three weeks the medical attendants thought it was a torn tendon. It is on his right hand but the hand is out of action. The good news yesterday, after going to a specialist, it is only a severe sprang. There is no surgery required but there is a lot of swelling, etc. It took quite a while for a proper diagnosis. That sergeant will return to the specialist on December 1st and, hopefully, we will have some resolution by then. Yes, it has impacted us because our two detectives may have to fill patrol shifts. We work around it. Our non-uniformed are at full staff except for our part-time animal control. That person resigned approximately two months ago; we luckily had a current list from our last hire, we offered the position to the second person. She is currently filling out her background information. We will be moving forward on this.

Upcoming events: Interviews set for next Monday for our reserve candidates. We decided to ask for the Council's input and Council Member Keough agreed to sit in on our reserve interviews. It is just opening that process up and letting you see what these people go through to give you some insights into the process. Because of our corporal resigning, we have a corporal position open and we may lose another corporal within the next few weeks. We are having corporal interviews on the 17th and Council Member Lander is sitting on that panel. We shall see how it works, he hopes you will receive feedback from the two council members. After this, if it is beneficial, we will continue it, if not we will try something else. It is a work in process. We are looking for your feedback.

Animal Control Activity: 31 dogs, 25 cats, 4 skunks. He is not a skunk expert and does not know if it ever slows down. We still have many coming/living within the City.

We only picked up 10 shopping charts, which if we go back over the years, is excellent. We are still working on it.

Crime Stats: He attributes this to the hard work going on out there. He does not know how long we can sustain it. We continue to have a substantial drop in crime within the City:

0 murders

Forcible rapes up by one

0 Robberies this reporting period

We spend a lot of time on aggravated assaults where someone is injured. They dropped 76% during this period. (From 13 last year to 3 this year). Simple assaults 20% reduction from 5 to 4. Burglaries from 13 last year to 9 which is a 30% reduction. Larceny/thefts dropped from 21 to 16 with a 23% reduction. We have not been having an uptick in vehicle thefts. They went from 3 last year to 0. Vehicle thefts are considered a victimless crime but when that citizen goes out to go to work and the vehicle is gone, it affects the whole family because that person has no way to get to work. He argues with other law enforcement administrators when they say that is a victimless crime; it is not. It can affect the financial stability of that family if that person cannot go to work. Overall, we are down 41% for the reporting period.

Crimes: We had a rash of (one person) sexual assaults; grabbing females in public, etc. We put out an advisory because we have exalted all of our efforts in identifying this person. We believe it is the same individual. Our victims have described the person from 18, 19 years to 40 years old. Since we put out that press release advising the public, we have received some additional information. We are still working on it. He felt a duty to advise our citizens on what is going on and for them to be aware of these types of situations. It was not intended to scare; it was more of what has been happening within the City.

We received a crime tip on our crime line from the Employee's Education Credit Union. People have been depositing fraudulent checks in an active account of another person. While these checks were clearing the process, they were making withdrawals. These two individuals deposited \$5600 and then withdrew \$2600. They evidently thought it would not pop-up. Of course, \$5600 is a substantial amount. It took a lot of follow-up and search warrants and videos from the ATM at the College. It resulted in two arrests and, again, the bank/credit union and we, as individuals, are all victims because we pay higher prices, etc.

Our investigators were involved in an approximate six-week major narcotics investigation. This individual was supplying a substantial portion/amount of amphetamines on the Westside of Fresno County. It took a while to work because (he sings the praises of our people) our people buying this product had to go out-of-town. He would not come into Coalinga. He said to the people that the Coalinga Police Department works this too heavily. He had no problem going to Huron or Kerman but he made them travel six or seven miles out of the City to meet him because he would not come into Coalinga. To show how busy this guy was, after we made our control buy, and started following him on his way home, he made thirteen deliveries from here to Kerman. It was like clockwork. We ended up serving three search warrants; one in Fresno, one in Raisin City and one out in the County recovering two pound of meth with a street value of (what we consider) around \$13K - \$15K taken off the street. That is two pounds not coming into this community. That to him is a significant arrest.

The local PG&E yard out on Merced Avenue was burglarized. They came in through the creek bed cutting the fence and stole a substantial amount of copper wire. We found some shoe prints and some other investigative information. We were able to match up the shoe print. We served a search warrant and arrested two individuals who were involved. We effectively cleared the crime. Unfortunately, they had sold the materials. There were pieces of the cooper left in the backyard of one of the houses. Those people won't be doing that again.

Just yesterday, we had a request from Huron to assist their Department in the service of a search warrant from a drive by shooting. We assist other agencies the best we can. The target of the search warrant was a person who has been a victim of drive by shooting but, also, was responsible for drive by shootings. He is also the perpetrator of a number of drive by shootings. He lived between Coalinga and Huron. The shooting at him always occurred in Huron but he would come back to Coalinga. Our officers actually made the entry; they are very well versed in doing that and they did it very successfully. One suspect was arrested and we are looking for one additional suspect. Two shotguns and a 9 millimeter pistol were removed from the streets.

Over one and one-half years ago, he briefed you on a major fraud case on the previous furniture store here in town. They had moved to Las Vegas. It has taken a substantial amount of follow-up searching bank records (co-mixing of accounts), etc. We have finally completed that investigation to include all the financial and bank records. It has been submitted to the DA for fraud charges on the individual. The case is prosecutable as we submitted it to the district attorney.

We had a couple other fraud cases that some members were aware. Those take search warrants even though our victims had zero amounts in the bank. It does not make sense. We had four of those we served on banks this month and we are slowly making progress. It would help if we had the cooperation of some of our financial institutions. They could make it go a little quicker.

As a note, Prop. 47 passed which took effect immediately and it is changing our whole process. Unfortunate, we are law enforcement and we don't legislate. It is our job to enforce the law. If it changes we have to adapt. Our legal council has been working with us and, sure, there will be major changes but that is our job. That is what we have to do; we have to change with the times. The citizens will still be safe regardless of what other people in law enforcement say. Crimes have been reduced from a felony to a misdemeanor. Some are saying you can't arrest for misdemeanors. He has arrested a lot of people in his career for misdemeanors. Fresno County was not prosecuting for felonies anyway. He does not see much difference in the situation so we will be alright.

Mayor Garcia asked if the Chief knows how many cases Prop.47 is going to affect.

Chief Minor said it will affect our narcotics personnel position but few are filed. We were very successful at reducing our shoplifting at Savemart and Kmart if we could prove the person went into the store with intent to commit a larceny we could charge them with burglary. Now that is a misdemeanor. We will adjust and move forward.

Council Member Oxborrow said you had a major assault on Cherry Lane last week and supposedly it involved athletes from West Hills College. There was a pretty major injury to the victim.

Chief Minor said we are still actively investigating that situation. We have a suspect we are looking at closely. The College has worked closely with us and provided the cooperation, etc. We have been to the College and presented informational classes to the potential individuals involved and we will continue to do that. It is the second incident on Cherry Lane and the third on Elm Avenue in that general area.

Council Member Oxborrow said he was just hoping that there were discussions between the college president and the athletic director on conduct of students.

Chief Minor said they have taken a very progressive approach. Our discussions indicated we need to get out ahead of these incidents.

Council Member Ramsey asked for enlightenment to us on the event on Sacramento Street.

Chief Minor replied that he can but it is ongoing. You are referring to the search warrant that was served 10 days ago on Sacramento Street. It was a home invasion armed robbery warrant out of Santa Barbara County. Some outside agencies, apparently, don't recognize the expertise of our Police Department. We knew the individual. We could have arrested this person prior to this situation had they told us about it. They waited until three/four days after they had already made an arrangement to bring in their swat team. They served the warrant. He is very confident we could have served the warrant just as safely with a lower police presence than what was demonstrated. Many agencies have this threat matrix that they fill out the boxes. He understands at certain levels this type of team is used but the one thing they cannot account for is knowing who the people are. We knew all three suspects. We had dealt with them many times and we have a pretty good feeling on what their reaction would be. We are pretty good at our intelligence. They went through the entire process disrupting that neighborhood. The house was vacant because they moved out three days before. Later that afternoon we located one wanted subjects, arrested them and turned them over to Santa Barbara Sheriff's Department. They still have an ongoing investigation looking for two more suspects. That is his take on the situation. We were notified two days before that they were coming into town and they had made all the arrangements which is their right to do. They had the paperwork and search warrants directing them to do it. It is just how they made the notification and how they do it.

Mayor Pro-tem Keough asked about Prop. 47 and in the Chief's opinion. How do you think this will effect the need for prison beds?

Chief Minor said the idea behind it is to decrease the population. There are 10K prisoners who will have the opportunity to have their sentences reviewed and reduced from a misdemeanor to a felony which will remove them out from the prison system at a cost savings to the State of California. How is it going to impact the County that they are required to house misdemeanors? Most people will probably spend one day in County facilities unless they want to contract with available agencies for bed space for these inmates serving a one to five term misdemeanor sentence.

5. Fire Department - Monthly Report

Fire Chief Steve Henry

Fire Chief Steve Henry said we are a little short on staffing. We are down to 19 of our 21 positions. We are projected to lose three others by March 2015. Two will probably happen in February and the third in March. Of the three leaving, two are paramedics. To attempt to get ahead of that we initiated a program to utilize per diem paramedics from other fire department agencies. We will put out the word to any paramedics that want to pull a shift. We have received some interest from folks and we are beginning to use them to offset our staffing levels. Because of the three leaving, he is going to evaluate the salary savings on those three individuals and try to project/forecast what acts it will entail and with that money he would like to reestablish the reserve program. When he does that, he can increase his numbers without effecting his full time positions and, right now, that is a critical thing we have to maintain and watch with the proposals that our out there. He knows he has a couple of ALS folks in his reserve tank and those paramedics would be able to work a shift much like it was prior to reducing that program. He will probably have the numbers for you by next Council meeting and what the projections should be. He wants to get them reestablished in working and identify them prior to the three leaving the department.

We continue to work on the fire EMS RFP's. He does know there is a lot of positive feedback coming out of Sacramento and the assistant southern region chief. He had a conference call the night prior to the election with the Director and a lot of good things came out of that conversation so he is really looking forward to seeing something from them, at least, by January. He was told December, but he is speculating on January.

The 2013 GHS Emergency Transport Team and (cannot understand words) reports have been submitted to GHS. We are looking at the preliminary dollar reports and they are coming back higher than they estimated. It will be good for us. Until he can get a solid number he is not going to share that with you. Right now we estimated a \$100K in revenue; it should come back a little higher.

The State AOS called a statewide conference call for all operational area chiefs to talk about and discuss Ebola. They did this in conjunction with the State Department of Health Services and the director/doctor shared a lot of information with the chiefs. It was about a 45 minute informational conversation to kill rumors and to get out ahead of what they project this could be as an issue. As of October 30th anything exposed in Dallas is now through half of the incubation period. Nothing new has come up so that should be mitigated. We are going to address anything coming from the nine countries.. Part of the conversation was how can we start instituting protocols early on to protect are first responders. None of the exposed folks in the Ebola Virus in Dallas were first responders. They were all long-term care people who were exposed. Even though first responders transported and were exposed to it, none of them contacted the virus. That is a good sign because it becomes very contiguous once it gets into full swing. In the early stages, when we will see them, the threat is a lot lower.

We went from that morning into that afternoon to the County emergency medical services director where he presented what we are going to do within the County. We are instituting in the 911 system the procedure of finding out the symptoms first and then branch off and begin asking questions to identify travel to out-of-state and out-of-country. If it has been identified that they have traveled to one of these identified counties, then there is a protocol we will follow as a Level B Hazardous Material incident. Most of these types of calls are non-emergency transports so the Fire Department does not get involved but the ambulance does.

The County EMS and the Office of Emergency Service for Fresno County (he met with them) indicated we will be receiving emergency equipment to protect ourselves from the virus. Those will be placed on our first run ambulances. Our exposure here would be something along the Hwy. 5 corridor. Once we identify possible Ebola, we are not transporting into a local facility. They will be treated at a UC Institution throughout California. There are five UC hospitals that have been identified.

We conducted a quarterly City Safety Committee meeting to go over the OSHA reports and we are beginning to implement some of those. Our 30-day violations were dealt with right away and now we are looking at our workload for the next 12 months. The Injury, Illness Prevention Program will see a change. The Hazard Communications Program will see a change. And the Compliant State's Permitting Process will see a change. These are, basically, for our water treatment and our waste water treatment.

Our call volume for this last month was 214 calls which were down; 84% were EMS calls and that is an increase. We did see an \$80K loss in fires. We had two hazardous conditions and false alarms are dropping. We are still had 7 unable to staff calls. Our medics were committed 36% of the time in October. We conducted 81 hours of training. Summertime is a little slower for training. As it is cooling off, our training begins to go up. We have entered into an agreement with Fresno State College for every training hour that we put in as a college student; they will reimburse us for that training. We should begin to see small revenue for that.

He was able to share over the weekend, some members' accomplishments for 2014. We have had 2,240 calls for assistance. We made contact and assisted 1,932 people YTD. Sixty-five fire calls with \$1.485M in property savings. We spend 4,938 hours collectively on wild land assignments. We had 1,425 hours of training. By the end of the year, each member of the department will have spent 2,980 away from their families. These are pretty significant numbers for a department of our size.

7. ANNOUNCEMENTS

1. City Manager's Announcements

City Manager Announcements: City Manager Ramirez said he has four announcements: The December meeting will be held on December 18th.

There is an opening in the Planning Commission and the Council will have the opportunity to appoint someone to the Commission. An item will be placed on the agenda allowing the Council Members to go out and speak to members of the community to see if someone is interested in being on the Planning Commission. You can then bring a person up for nomination. If there are none, the Council can always direct staff to put a notice out there asking if members of the community are interested in serving in this capacity.

The third thing is it is time to have some ethics training. He has spoken to the city attorney and they are suggesting the training be held at the December 18th meeting prior to the Council meeting. As you know, every two years, members of staff, elected officials and members of staff who filed Form 700 are required to have two hours of ethics training. We suggest that on December 18th between 5:00 and 7:00 PM at Ethics Training will be held in the council chambers. It will be done by Mr. Wolf. The alternative for those who cannot be here on that particular date is the Employee Local Practices Commission has a link on their website allowing you to take it online. He thinks it takes a little longer online.

The last thing is he and the mayor were contacted by a producer for a program called Communities of the Sanction. It is a program which comes on television hosted by Terry Bradshaw. It is a canned commercial for different communities. We spoke to them and they can produce a five minutes segment on our community but it will cost almost \$20K. They invited Katie Delano to participate. This could be used for community development, etc. Knowing that the mayor will be on vacation, we wanted to bring it to you for

discussion. It gives us an opportunity to do some due diligence. He did that and he reached out to some members of the community (some larger agencies) which might want to participate with us. That would assist in offsetting that \$20K fee. He found out that by talking to some in the community and to some he knows in the film industry that the program is basically a canned commercial. You don't see Mr. Bradshaw, they have a template and come in and place still shots or filmed segments of the community. It is not really worth \$20K. He shared that with the mayor and we are not going to pursue that. He just wanted you to know about it. Had it been an action item, they would have placed it on the agenda. In talking to some in the industry, if you want to do a commercial about your community, something to benefit you from an economic development standpoint, etc., or for some other reasons, there are film producers here in California that will do it for a lot less than \$20K. If at sometime, you decide you want to do something like this, we do have several contacts to assist us.

We can seat new Council Members at the December 18th meeting. After an election takes place, there is a 29 day period that they have to certify the election. Most times, the change in seats is done in January.

City Attorney Wolf said there may be a window and he will check that just to be sure.

Council Member Ramsey said the reason we were brought in early last time, is because they cleared it earlier. It was the first meeting after they were certified.

City Manager Ramirez asked if the Council has a preference. If they certified the election soon, would they like to go through the process on the 18th or wait until January.

Council Member Lander said if the process is open, he sees no reason not to go forward on the 18th. He is sure they are biting at the bits to come and sit up here.

Mayor Garcia said he has one announcement: The Friends of the Museum is having a fund raiser at the Richfield Parking Lot. It is a Rummage Sale on November 15, 2014, 8:00 AM to 2:00 PM. They are selling space 12x12 for a fee of \$20. Contact person is Deanna Lander at 935-1595 and Suzanna Jorgan at 935-2751. Registration forms can be picked up at anytime. They are asking donations from the community of good clean items and gentle used items. Your donation will help keep our Museum open. You can receive a tax donation slip. Come down and purchase items from our venders and help keep our Museum open. The Board of Directions would like to thank you.

2. Councilmembers' Announcements/Reports

Mayor Pro-tem Keough just wants to let the community know that we did have a Fireman's Ball at Harris Ranch and he wants to thank the chief and the Firefighters' Association for that. It was a nice time. It was a little smaller but a very intimate occasion. It was a lot of fun and he hopes they do it again.

3. Mayor's Announcements

Mayor Garcia said he has one announcement: The Friends of the Museum is having a fund raiser at the Richfield Parking Lot Rummage Sale on November 15, 2014, 8:00 AM to 2:00 PM. They are selling space 12x12. Fee is \$20. Contact person is Deanna Lander at 935-1595 and Suzanna Jorgan at 935-2751. Registration forms can be picked up at anytime. They are asking donations from the community of good clean items and gentle used items. Your donation will help keep our Museum open. You can receive a tax donation slip. Come down and purchase items from our venders and help keep our Museum open. The Board of Directions would like to thank you.

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) of Section 54956.9 - 1 case

City Attorney Wolf made an oral announcement that Item 1 relates to a vehicle accident involving a City vehicle and a claim the City received.

Ms. Garcia said the name of the Claimant Is Nationwide Insurance Company of America.

City Attorney Wolf said he wanted to point that out and there may be something to report after the closed session.

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

10. ADJOURNMENT

Mayor Garcia adjourned the Council Meeting into Closed Session.

Out of Closed Session:

*On motion by Council member Lander, seconded by Council member Ramsey, and by unanimous vote, the Council **approved** a settlement in the amount of \$3613.39 with Nationwide Insurance Company of America over a claim relating to an automobile accident involving a City vehicle occurring on September 2, 2014.*

Tony Garcia, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Check Register: 10/01/2014 - 10/31/2014
Meeting Date: December 18, 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_-_October_2014.pdf	Check Register-October 2014



CITY OF COALINGA

The Sunny Side of the Valley

CHECK REGISTER

COUNCIL MEETING OF
December 18, 2014

Expenses 10/1/14 through 10/31/14 Registers: # 48354 - # 48537 \$ 867,445.44

Paychex Payroll Service:

Pay Period Ending	10/5/2014	Direct Deposit plus Payroll Checks	\$ 157,940.17
Pay Date:	10/10/2014	Benefit,Taxes,Garnishment Checks	\$ 122,304.07
		Paychex Service Fee	\$ 640.48
		Payroll Total	<u>\$ 280,884.72</u>

Pay Period Ending	10/19/2014	Direct Deposit plus Payroll Checks	\$ 135,088.58
Pay Date:	10/24/2014	Benefit,Taxes,Garnishment Checks	\$ 100,848.19
		Paychex Service Fee	\$ 632.05
		Payroll Total	<u>\$ 236,568.82</u>

TOTAL CHECK REGISTERS THROUGH:	10/31/14	<u><u>\$ 1,384,898.98</u></u>
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Vendor: A0887	Avenal Lumber & Hardware				
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Vendor: B0064	Bearcat Mfg., Inc				
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Check Total:					3,301.12
Check No: 48356	Check Date: 10/02/2014				
Vendor: B1176	Dan Bonilla				
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Check No: 48357	Check Date: 10/02/2014				
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9325508139	A61472 HR State/Federal Labor Law Poster	09/10/2014 A61472 HR State/Federal L	0.00	43.95	
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Vendor: C0125	Coalinga Regional				
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Check No: 48359	Check Date: 10/02/2014				
Vendor: C0069	California EMS Authority				
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Check Total:					200.00
Check No: 48360	Check Date: 10/02/2014				
Vendor: F1362	First Bankcard				
395997	08/12/14 LODGING ARouch Investigation	08/13/2014 Statement Closing Date of	0.00	147.63	
11176	B34164 09/14 PD Canopy	09/08/2014 Statement Closing Date of	0.00	621.21	
138884	B34164 08/14 PD Tire Repair	08/20/2014 Statement Closing Date of	0.00	20.00	
1058955959	B34164 08/14 PD Ice Chest Parts	08/19/2014 Statement Closing Date of	0.00	16.22	
1052605324	B34164 08/14 PD Ice Chest Parts	08/19/2014 Statement Closing Date of	0.00	23.39	
6101	B34164 08/14 PD Unit 5 Window Tint	08/19/2014 Statement Closing Date of	0.00	305.00	
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Check No: 48361	Check Date: 10/02/2014				
Vendor: F0229	Fresno County Auditor-Controll				
FRE-27AUG2	A61624 07/14 PD Parking Citation Revenue	08/27/2014 A61624 07/14 PD Parking C	0.00	87.50	
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Check No: 48362	Check Date: 10/02/2014				
Vendor: G0062	Steve Garza				
0009	A61264 09/14 PW Reimb Workboots	09/05/2014 A61264 09/14 PW Reimb Wor	0.00	150.00	
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Check No: 48363	Check Date: 10/02/2014				
Vendor: G1941	Gibbs International Trucks Inc				
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Check Total:					472.29
Check No: 48364	Check Date: 10/02/2014				
Vendor: G0077	GWC				
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TR9254-REG	10/27/14-10/31/14 REGI MWisinski Dispat	09/23/2014 10/27/14-10/31/14 REGI MW	0.00	116.67	
TR9255-REG	11/03/14-11/07/14 REGI MWisinski Dispat	09/23/2014 11/03/14-11/07/14 REGI MW	0.00	116.66	
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Vendor: H2345	Home Depot Credit Services				
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204444	B33566 CREDIT PW Corp Yard Paint Supplie	08/27/2014 B33566 08/14 PW Corp Yard	0.00	-37.09	
1024736	B33566 08/14 PW Corp Yard Paint Supplies	08/26/2014 B33566 08/14 PW Corp Yard	0.00	438.23	
2021774	B33566 09/14 PW Corp Yard Paint Supplies	09/04/2014 B33566 09/14 PW Corp Yard	0.00	101.89	
2021774	B33566 09/14 PW Corp Yard Paint Supplies	09/04/2014 B33566 09/14 PW Corp Yard	0.00	540.12	
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Vendor: K0046 KME Fire Apparatus					
CA58912	A61315 09/14 FD Vehicle Equipment	09/24/2014 A61315 09/14 FD Vehicle E		0.00	177.12
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Vendor: C0195 L.N. Curtis & Sons					
1327961-00	B34191 09/14 FD Safety Gear	09/10/2014 B34191 09/14 FD Safety Ge		0.00	739.52
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Check No: 48369 Check Date: 10/02/2014					
Vendor: L0949 Ron Lander					
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TR8561-MIL	09/25/14 MILEAGE COG Meeting	09/26/2014 09/25/14 MILEAGE COG Meet		0.00	63.84
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020419-000	Refund of Incorrect Payment -Sanitation	09/30/2014 Refund of Incorrect Payme		0.00	23.81
020419-000	Refund of Incorrect Payment Gas	09/30/2014 Refund of Incorrect Payme		0.00	19.47
020419-000	Refund of Incorrect Payment -Sewer	09/30/2014 Refund of Incorrect Payme		0.00	16.49
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Check No: 48371 Check Date: 10/02/2014					
Vendor: S3216 Lozano Smith, LLP					
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23547	08/14 Legal Services as City Attorney	08/31/2014 08/14 Legal Services as C		0.00	301.00
23551	08/14 Legal Services as City Attorney	08/31/2014 08/14 Legal Services as C		0.00	112.00
23550	08/14 Legal Services as City Attorney	08/31/2014 08/14 Legal Services as C		0.00	84.00
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23547	08/14 Legal Services as City Attorney	08/31/2014 08/14 Legal Services as C		0.00	12,960.81
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23548	08/14 Legal Services as City Attorney	08/31/2014 08/14 Legal Services as C		0.00	375.00
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Check No: 48372 Check Date: 10/02/2014					
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148899	B34049 09/14 Sanitation Waste Disposal	09/10/2014 B34049 09/14 Sanitation W		0.00	649.28
MID-AUG201	August 2014 Sanitation Separate Billing	08/31/2014 August 2014 Sanitation Co		0.00	-826.50
MID-AUG201	August 2014 Print/Mail Utility Bills-Rei	08/31/2014 August 2014 Sanitation Co		0.00	-720.04
MID-AUG201	August 2014 Sanitation Contract Franchis	08/31/2014 August 2014 Sanitation Co		0.00	-18,182.09
MID-AUG201	August 2014 Sanitation Contract	08/31/2014 August 2014 Sanitation Co		0.00	121,213.92
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Check No: 48373 Check Date: 10/02/2014					
Vendor: M2782 Mountain Valley Pest Control					
79626	A61483 08/14 A City Hall Pest Control	08/14/2014 A61483 08/14 A City Hall		0.00	28.00
79624	A61483 08/14 Corp Yard Pest Control	08/14/2014 A61483 08/14 Corp Yard Pe		0.00	11.67
79623	A61623 08/14 Animal Shelter Pest Control	08/14/2014 A61623 08/14 Animal Shelt		0.00	45.00
79624	A61483 08/14 Corp Yard Pest Control	08/14/2014 A61483 08/14 Corp Yard Pe		0.00	11.67
79625	A61483 08/14 RDA Courthouse Pest Contr	08/14/2014 A61483 08/14 RDA Courthou		0.00	28.00
79624	A61483 08/14 Corp Yard Pest Control	08/14/2014 A61483 08/14 Corp Yard Pe		0.00	11.66
79622	A61483 08/14 AIR Pest Control Svcs	08/14/2014 A61483 08/14 AIR Pest Con		0.00	50.00
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Vendor: C2443 Nick Champi Enterprises, Inc					
040886	A61047 09/14 WP Concrete	09/15/2014 A61047 09/14 WP Concrete		0.00	75.75
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4316-15187	A61422 09/14 FD Unit 7200 Wheel Seal	09/05/2014 A61422 09/14 FD Unit 7200		0.00	29.55
4316-15187	A61423 09/14 FD Unit 7201 Seal	09/05/2014 A61423 09/14 FD Unit 7201		0.00	29.55
4316-15281	A61423 09/14 FD Unit 7210 Filters	09/18/2014 A61423 09/14 FD Unit 7210		0.00	253.00
4316-15274	A61423 09/14 SC Shop Supplies	09/17/2014 A61423 09/14 SC Shop Supp		0.00	30.92
4316-15220	A61423 09/14 PW Unit 38 Oil Filters	09/10/2014 A61423 09/14 PW Unit 38 O		0.00	12.12
4316-15166	A61422 09/14 SC Shop Supplies	09/02/2014 A61422 09/14 SC Shop Supp		0.00	92.56
4316-15172	A61422 09/14 WP Unit 16 Filters	09/03/2014 A61422 09/14 WP Unit 16 F		0.00	46.81
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7286578670	A61389 09/14 PD Office Supplies	09/09/2014 A61389 09/14 PD Office Su		0.00	403.51
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Check Total:					3,697.64
Check No:	48378	Check Date:	10/02/2014		
Vendor:	P0410	PG & E			
7001750902	08/14 Gas Delivery	09/03/2014 08/14 Gas Delivery		0.00	4,491.38
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Check No:	48379	Check Date:	10/02/2014		
Vendor:	P0011	Jarothe, Inc. dba PTS			
681649	A61620 08/14 PD Public Pay Phone Fees	09/16/2014 A61620 08/14 PD Public Pa		0.00	100.00
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Check No:	48380	Check Date:	10/02/2014		
Vendor:	R2825	Ron Ramsey			
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Vendor:	R0085	Residence Inn Huntington Beach			
TR9255-LOD	11/02/14-11/06/14 LODGING MWisinski	09/23/2014 11/02/14-11/06/14 LODGING		0.00	759.35
TR-9254-LO	10/26/14-10/30/14 LODGING MWisinski	09/23/2014 10/26/14-10/30/14 LODGING		0.00	759.35
TR9253-LOD	10/19/14-10/23/14 LODGING MWisinski	09/23/2014 10/19/14-10/23/14 LODGING		0.00	759.35
Check Total:					2,278.05
Check No:	48382	Check Date:	10/02/2014		
Vendor:	S3364	San Joaquin Valley Unified			
C222819	A61259 2014/15 PW Air Compressor Permit	09/02/2014 A61259 2014/15 PW Air Com		0.00	106.00
C222691	A61261 2014/15 City Hall Emerg Generator	09/02/2014 A61261 2014/15 City Hall		0.00	240.00
222198	A612700 2014-15 WP Burn Permit #122481	09/01/2014 A612700 2014-15 WP Burn P		0.00	46.00
C222691	A61261 2014/15 Sewer Truck Pump Permit	09/02/2014 A61261 2014/15 Sewer Truc		0.00	117.00
Check Total:					509.00
Check No:	48383	Check Date:	10/02/2014		
Vendor:	S0450	Save Mart Supermarkets			
72	A61614 09/14 PD Drinking Water	09/16/2014 A61614 09/14 PD Drinking		0.00	31.44
Check Total:					31.44
Check No:	48384	Check Date:	10/02/2014		
Vendor:	S0044	Self Help Enterprises			
Aug2014PM-	B34139 08/14 Housing Rehab Loan Svcs	08/31/2014 B34139 08/14 Housing Re		0.00	525.00
Check Total:					525.00
Check No:	48385	Check Date:	10/02/2014		
Vendor:	S2122	Sierra Chemical Company			
SLS1001310	B33753 09/14 WP Chlorine (L2)	09/16/2014 B33753 09/14 WP Chlorine		0.00	3,591.62
SLC1000416	B33753 09/14 CREDIT WP Chlorine (L2)	09/23/2014 B33753 09/14 WP Chlorine		0.00	-2,640.00
Check Total:					951.62

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Check No: 48386	Check Date: 10/02/2014				
Vendor: Y3280	Sparkletts				
9689215092	B33620 09/14 City Hall Drinking Water	09/25/2014 B33620 09/14 City Hall Dr		0.00	46.82
Check Total:					46.82
Check No: 48387	Check Date: 10/02/2014				
Vendor: S2153	Stanton Office Machine				
228395	A61486 08/14 CE Copies Made	09/15/2014 A61486 08/14 CE Copies Ma		0.00	46.12
228395	A61486 08/14 Planning Copies Made	09/15/2014 A61486 08/14 Planning Cop		0.00	46.12
228395	A61486 08/14 HR Copies Made	09/15/2014 A61486 08/14 HR Copies Ma		0.00	46.13
228395	A61486 08/14 Admin Copies Made	09/15/2014 A61486 08/14 Admin Copies		0.00	46.12
Check Total:					184.49
Check No: 48388	Check Date: 10/02/2014				
Vendor: C0133	CIT Technology Financial Services,				
25841101	B33960 10/14 Admin Lanier Copier Lease	09/28/2014 B33960 10/14 Admin Lanier		0.00	100.49
25841101	B33960 10/14 Council Lanier Copier Lease	09/28/2014 B33960 10/14 Council Lani		0.00	100.50
Check Total:					200.99
Check No: 48389	Check Date: 10/02/2014				
Vendor: T0482	Telstar Instruments, Inc.				
78979	B34002 08/14 WP Chlorinator Spare Parts	08/31/2014 B34002 08/14 WP Chlorinat		0.00	995.15
79130	B34002 08/14 WP Chlorinator Upgrade	09/08/2014 B34002 08/14 WP Chlorinat		0.00	1,858.22
Check Total:					2,853.37
Check No: 48390	Check Date: 10/02/2014				
Vendor: C3628	Central Valley Testing, Inc				
14-1402	A61476 Forest Ave Aggregate Base Tests	08/29/2014 A61476 Forest Ave Aggrega		0.00	330.00
Check Total:					330.00
Check No: 48391	Check Date: 10/02/2014				
Vendor: W0511	West Hills Oil, Inc.				
44749	09/14 600 WP Fuel	09/15/2014 09/14 600 WP Fuel		0.00	532.24
44747	09/14 201 CE Fuel	09/15/2014 09/14 201 CE Fuel		0.00	127.92
44751	09/14 6070 PW Fuel	09/15/2014 09/14 6070 PW Fuel		0.00	207.19
44746	09/14 200 FD Fuel	09/15/2014 09/14 200 FD Fuel		0.00	3,387.51
44747	09/14 201 Admin Fuel	09/15/2014 09/14 201 Admin Fuel		0.00	77.60
44750	09/14 900 MTR RDR/FIN/UTIL Fuel	09/15/2014 09/14 900 MTR RDR/FIN/UTI		0.00	215.38
44752	09/14 7001 Street Sweeping Fuel	09/15/2014 09/14 7001 Street Sweepin		0.00	412.65
44749	09/14 600 WWP Fuel	09/15/2014 09/14 600 WWP Fuel		0.00	133.05
44752	09/14 7001 SC Fuel	09/15/2014 09/14 7001 SC Fuel		0.00	59.88
44748	B34165 09/14 300 PD Fuel	09/15/2014 B34165 09/14 300 PD Fuel		0.00	3,296.85
44751	09/14 6070 PW Fuel	09/15/2014 09/14 6070 PW Fuel		0.00	207.19
Check Total:					8,657.46
Check No: 48392	Check Date: 10/02/2014				
Vendor: W0021	Michael Wisinski				
TR9255-MEA	11/02/14-11/07/14 MEALS Dispatch Class	09/23/2014 11/02/14-11/07/14 MEALS D		0.00	300.00
TR9254-MEA	10/26/14-10/31/14 MEALS Dispatch Class	09/23/2014 10/26/14-10/31/14 MEALS D		0.00	300.00
TR9253-MEA	10/19/14-10/24/14 MEALS Dispatch Class	09/23/2014 10/19/14-10/24/14 MEALS D		0.00	300.00
Check Total:					900.00
Check No: 48393	Check Date: 10/02/2014				
Vendor: Y0002	Sean Young				
TR9256-MEA	10/19/14-10/24/14 MEALS Swat Team Class	09/23/2014 10/19/14-10/24/14 MEALS S		0.00	300.00
TR9257-MEA	11/30/14-12/03 MEALS High Risk Warrants	09/23/2014 11/30/14-12/03 MEALS High		0.00	185.00
Check Total:					485.00
Date Totals:				0.00	159,405.12
Check No: 48394	Check Date: 10/03/2014				
Vendor: F1400	First Bankcard Center				
1315325703	08/14 WWP Cell Phone Bill	08/27/2014 Statement Closing Date of		0.00	52.06
STA-27AUG2	08/14 WP Office Supplies	08/27/2014 Statement Closing Date of		0.00	116.39
AWC-29AUG2	08/14 WP Water Certificates	08/29/2014 Statement Closing Date of		0.00	295.00
ELM-26AUG2	08/14 WP Employee Luncheon	08/26/2014 Statement Closing Date of		0.00	33.17
KMA-25AUG2	08/14 WP Supplies	08/25/2014 Statement Closing Date of		0.00	213.18
1315325703	08/14 WP Cell Phone Bill	08/27/2014 Statement Closing Date of		0.00	52.06
USC-13AUG2	08/14 WP USC FCCCHR Purchase	08/13/2014 Statement Closing Date of		0.00	151.64

			<u>Void Checks</u>	<u>Check Amount</u>
AWW-14AUG208/14 WP Water Books	08/14/2014 Statement Closing Date of		0.00	354.00
AWW-18AUG208/14 WP Water Books	08/18/2014 Statement Closing Date of		0.00	74.00
ADO-18AUG2 08/14 WP Adobe Systems	08/18/2014 Statement Closing Date of		0.00	19.99
	Check Total:			1,361.49
	Date Totals:		0.00	1,361.49

Check No: 48395	Check Date: 10/10/2014			
Vendor: A1331	Angelica Corporation			
700012180 B34197 08/03/14-09/20/14 AMB Linens	09/20/2014 B34197 08/03/14-09/20/14		0.00	681.11
	Check Total:			681.11

Check No: 48396	Check Date: 10/10/2014			
Vendor: S0422	AT&T			
0000057558 09/14 CCC 935-0873 Phone Charges	09/15/2014 09/14 CCC Acc C6022229887		0.00	265.42
0000057558 09/14 CCC 238-371-7105 Phone Charges	09/15/2014 09/14 CCC Acc C6022229887		0.00	178.97
0000057558 09/14 CCC 934-1720 Phone Charges	09/15/2014 09/14 CCC Acc C6022229887		0.00	108.22
0000057558 09/14 CCC 935-0851 Phone Charges	09/15/2014 09/14 CCC Acc C6022229887		0.00	285.63
0000057558 09/14 CCC 935-8350 Phone Charges	09/15/2014 09/14 CCC Acc C6022229887		0.00	32.17
0000057558 09/14 935-5912 Admin Fax Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	287.60
0000057558 09/14 935-3282 Graffiti Hotline Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	17.00
0000057558 09/14 935-3050 Bldg Maint Phone Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	28.54
0000057558 09/14 935-1531 Main City Hall Phone Chgs	09/15/2014 09/14 Acc C602222988777 L		0.00	577.49
0000057558 09/14 934-1306 Modem, City Hall Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	33.15
0000057558 09/14 341-1059 PD Upgrades/Admin Ph Chgs	09/15/2014 09/14 Acc C602222988777 L		0.00	89.47
0000057558 09/14 021-9179 Data Transfer Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	265.26
0000057558 09/14 935-1651 Fire Department Phone Chg	09/15/2014 09/14 Acc C602222988777 L		0.00	188.36
0000057558 09/14 935-4210 PD Chief Phone Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	47.45
0000057558 09/14 935-8496 PD Direct Multi Line Phon	09/15/2014 09/14 Acc C602222988777 L		0.00	71.88
0000057558 09/14 935-8497 PD Direct Multi Line Phon	09/15/2014 09/14 Acc C602222988777 L		0.00	71.85
0000057558 09/14 935-1525 PD Phone Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	64.63
0000057558 09/14 935-2313 PD Phone Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	43.64
0000057558 09/14 935-1756 PD Fax Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	18.66
0000057558 09/14 935-0359 PD Bus. Alarm Phone Chrg	09/15/2014 09/14 Acc C602222988777 L		0.00	16.98
0000057558 09/14 935-3206 PD Crime Tip Line Chgs.	09/15/2014 09/14 Acc C602222988777 L		0.00	17.14
0000057558 09/14 935-1889 WP Trailer Phone Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	16.98
0000057558 09/14 935-2981 WP Phone Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	15.66
0000057558 09/14 934-1231 Service Center Phone Char	09/15/2014 09/14 Acc C602222988777 L		0.00	32.53
0000057558 09/14 934-1185 PW Yard Phone Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	107.42
0000057558 09/14 935-2275 Sewer Plant Phone Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	15.21
0000057558 09/14 935-1896 New Lift Station Phone Ch	09/15/2014 09/14 Acc C602222988777 L		0.00	16.98
0000057558 09/14 935-1875 Echo Cyn Lift Station Pho	09/15/2014 09/14 Acc C602222988777 L		0.00	16.98
0000057558 09/14 935-5518 Waste Lift Phone Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	16.67
0000057558 09/14 935-3022 WP Alarm Phone Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	47.08
0000057558 09/14 935-8594 Airport Maint., Phone Chg	09/15/2014 09/14 Acc C602222988777 L		0.00	15.21
0000057558 09/14 935-5960 Airport Weather Phone Chg	09/15/2014 09/14 Acc C602222988777 L		0.00	60.78
0000057558 09/14 935-0995 Finance Fax Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	17.31
0000057570 09/14 935-1560 Courthouse RVP Project	09/15/2014 09/14 Acc C602222988777 L		0.00	40.85
0000057558 09/14 935-1511 Transit Phone Charges	09/15/2014 09/14 Acc C602222988777 L		0.00	21.10
0000057558 09/14 CCC 234-434-5804 Phone Charges	09/15/2014 09/14 CCC Acc C6022229887		0.00	178.97
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Vendor: A2747	AT&T Mobility			
X09272014 09/14 210.4448 User 7: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch		0.00	38.76
X09272014 09/14 210-4537 User 8: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch		0.00	38.76
X09272014 09/14 698-4629 User 12: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch		0.00	38.76
X09272014 09/14 698-4685 User 11: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch		0.00	38.76
X09272014 09/14 210-4792 User 19 Data Transfer	09/27/2014 09/14 PD Data Transfer Ch		0.00	38.96
X09272014 09/14 698-4337 User 14: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch		0.00	38.76
X09272014 09/14 698-4614 User: 13 PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch		0.00	38.76
X09272014 09/14 630-4433 User:18 Data Transfer	09/27/2014 09/14 PD Data Transfer Ch		0.00	38.76
X09272014 09/14 630-4888 User: 17 Data Transfer	09/27/2014 09/14 PD Data Transfer Ch		0.00	38.76
X09272014 09/14 630-5122 User 16 Data Transfer	09/27/2014 09/14 PD Data Transfer Ch		0.00	38.76
X09272014 09/14 698-4316 User: 15 Data Transfer	09/27/2014 09/14 PD Data Transfer Ch		0.00	38.76

			<u>Void Checks</u>	<u>Check Amount</u>
X09272014	09/14 698-4711 User 9: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch	0.00	38.76
X09272014	09/14 210-2573 User 6: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch	0.00	38.76
X09272014	09/14 210-2367 User 5: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch	0.00	38.76
X09272014	09/14 698-4688 User 10: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch	0.00	38.76
X09272014	09/14 210-2118 UOne: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch	0.00	38.76
X09272014	09/14 210-1810 User 2: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch	0.00	38.76
X09272014	09/14 210-1969 User 3: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch	0.00	38.76
X09272014	09/14 210-2185 User 4: PD Data Transfer	09/27/2014 09/14 PD Data Transfer Ch	0.00	38.76
Check Total:				736.64
Check No: 48398	Check Date: 10/10/2014			
Vendor: C0421	AT&T Mobility			
X10022014	09/14 362-4050 PW 50% Cell Phone	09/24/2014 09/14 City Cell Phone Cha	0.00	25.83
X10022014	09/14 362-4050 PW 50% Cell Phone	09/24/2014 09/14 City Cell Phone Cha	0.00	25.82
X10022014	09/14 362-4051 PW 50% Cell Phone	09/24/2014 09/14 City Cell Phone Cha	0.00	7.47
X10022014	09/14 362-4051 PW 50% Cell Phone	09/24/2014 09/14 City Cell Phone Cha	0.00	7.47
X10022014	09/14 362-5042 PW 50% Cell Phone	09/24/2014 09/14 City Cell Phone Cha	0.00	16.71
X10022014	09/14 362-5042 PW 50% Cell Phone	09/24/2014 09/14 City Cell Phone Cha	0.00	16.71
X10022014	09/14 362-6567 PW 50% Cell Phone	09/24/2014 09/14 City Cell Phone Cha	0.00	16.71
X10022014	09/14 698-4142 Code Enf. Cell Phone	09/24/2014 09/14 City Cell Phone Cha	0.00	41.42
X10022014	09/14 362-6567 PW 50% Cell Phone	09/24/2014 09/14 City Cell Phone Cha	0.00	16.71
X10022014	09/14 630-2536 Bldg Cell Phone Charges	09/24/2014 09/14 City Cell Phone Cha	0.00	49.42
X10022014	09/14 630-4738 Skate Park Phone	09/24/2014 09/14 City Cell Phone Cha	0.00	11.75
X10022014	09/14 210-4509 City Manager Cell Phone	09/24/2014 09/14 City Cell Phone Cha	0.00	51.65
Check Total:				287.67
Check No: 48399	Check Date: 10/10/2014			
Vendor: A0250	Automated Office Systems			
CNIN475222	A61630 09/14 PD Copies Made	09/29/2014 A61630 09/14 PD Copies Ma	0.00	100.41
Check Total:				100.41
Check No: 48400	Check Date: 10/10/2014			
Vendor: B0040	Billingsley Tire Service			
181295	B34050 09/14 PW Unit 53 Tires	09/27/2014 B34050 09/14 PW Unit 53 T	0.00	871.45
181295	B34050 09/14 PW Unit 53 Tires	09/27/2014 B34050 09/14 PW Unit 53 T	0.00	871.44
181286	B34050 09/14 FD Unit 7210 Tire	09/27/2014 B34050 09/14 FD Unit 7210	0.00	904.04
181287	B34050 09/14 PD Unit 234 Tires	09/27/2014 B34050 09/14 PD Unit 234	0.00	1,397.42
181288	B34050 09/14 WP Unit 127 Tire	09/27/2014 B34050 09/14 WP Unit 127	0.00	213.81
181289	B34050 09/14 PW Unit 53 Tire Repair	09/27/2014 B34050 09/14 PW Unit 53 T	0.00	20.00
181293	B34050 09/14 PW Unit 79 Tire Repair	09/27/2014 B34050 09/14 PW Unit 79 T	0.00	78.90
181292	B34050 09/14 WP Unit 126 Tire	09/27/2014 B34050 09/14 WP Unit 126	0.00	194.28
181291	B34050 09/14 PD Unit C20 Tire	09/27/2014 B34050 09/14 PD Unit C20	0.00	161.78
181290	B34050 09/14 SC Unit 27 Tire Repair	09/27/2014 B34050 09/14 SC Unit 27 T	0.00	20.00
Check Total:				4,733.12
Check No: 48401	Check Date: 10/10/2014			
Vendor: B0153	BSK Analytical Laboratories			
A420634	A61556 09/14 WP Lab Testing	09/23/2014 A61556 09/14 WP Lab Testi	0.00	423.00
A420170	A61050 09/14 WWP Lab Testing	09/17/2014 A61050 09/14 WWP Lab Test	0.00	162.00
A420168	A61050 09/14 WP Lab Testing	09/17/2014 A61050 09/14 WP Lab Testi	0.00	126.30
Check Total:				711.30
Check No: 48402	Check Date: 10/10/2014			
Vendor: R2398	C. A. Reding Co., Inc.			
309917	A61538 10/19/14-01/18/15 FD Copier Maint	09/19/2014 A61538 10/19/14-01/18/15	0.00	146.66
Check Total:				146.66
Check No: 48403	Check Date: 10/10/2014			
Vendor: C1310	Efrain Castaneda			
TR9277-MEA	10/16/14 MEAL In-Service Bus Training	10/09/2014 10/16/14 MEAL In-Service	0.00	10.00
Check Total:				10.00
Check No: 48404	Check Date: 10/10/2014			
Vendor: G0389	Chemtrade Chemicals US LLC			
90674293	B33752 09/14 WP Aluminum Sulfate	09/05/2014 B33752 09/14 WP Aluminum	0.00	4,900.67
Check Total:				4,900.67
Check No: 48405	Check Date: 10/10/2014			
Vendor: C0909	Fresno Council of Governments			
FCOG-01OCT	B34142 2014-15 Membership Dues	10/01/2014 B34142 2014-15 Membership	0.00	683.00

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Check Total:					683.00
Check No: 48406	Check Date: 10/10/2014				
Vendor: C0231	CVFCA				
CVFCA-OCT2 A61545 2015 Membership Dues SHenry	10/07/2014 A61545 2015 Membership Du		0.00	30.00	
Check Total:					30.00
Check No: 48407	Check Date: 10/10/2014				
Vendor: E0115	Earthlink, Inc.				
477789553 09/29/14-10/28/14 Biz Site Monthly Fee	09/29/2014 09/29/14-10/28/14 Biz Sit		0.00	28.95	
Check Total:					28.95
Check No: 48408	Check Date: 10/10/2014				
Vendor: F0077	Fastenal Company				
CALEM12439 A61552 09/14 WP Operating Supplies	09/12/2014 A61552 09/14 WP Operating		0.00	84.73	
Check Total:					84.73
Check No: 48409	Check Date: 10/10/2014				
Vendor: G0792	Ferguson Enterprises Inc. 1423				
425146 A61274 09/14 WP Operating Supplies	09/10/2014 A61274 09/14 WP Operating		0.00	53.89	
Check Total:					53.89
Check No: 48410	Check Date: 10/10/2014				
Vendor: G0042	Galls/Quartermaster				
002439427 A61619 09/14 PD Entry Tool	09/16/2014 A61619 09/14 PD Entry Too		0.00	294.82	
Check Total:					294.82
Check No: 48411	Check Date: 10/10/2014				
Vendor: G0372	Grainger				
9538662108 A61273 09/14 WP Work/Rescue Helmets	09/10/2014 A61273 09/14 WP Work/Resc		0.00	235.93	
Check Total:					235.93
Check No: 48412	Check Date: 10/10/2014				
Vendor: L0370	Life Assist, Inc.				
687590 B34201 09/14 AMB Medical Supplies	09/19/2014 B34201 09/14 AMB Medical		0.00	313.26	
687135 B34201 09/14 AMB Medical Supplies	09/16/2014 B34201 09/14 AMB Medical		0.00	822.29	
Check Total:					1,135.55
Check No: 48413	Check Date: 10/10/2014				
Vendor: P2916	214- Praxair Distribution, Inc.				
50621223 A61535 09/14 FD Medical Oxygen	09/26/2014 A61535 09/14 FD Medical O		0.00	217.90	
Check Total:					217.90
Check No: 48414	Check Date: 10/10/2014				
Vendor: S2177	Sirchie Finger Print Laboratories				
0180323-IN A61629 09/14 PD Ink Pads	09/24/2014 A61629 09/14 PD Ink Pads		0.00	53.54	
Check Total:					53.54
Check No: 48415	Check Date: 10/10/2014				
Vendor: P0011	Jaroth, Inc. dba PTS				
686347 A61655 09/14 AIR Public Pay Phone Fees	09/24/2014 A61655 09/14 AIR Public P		0.00	30.00	
677610 A61655 08/14 AIR Public Pay Phone Fees	08/27/2014 A61655 08/14 AIR Public P		0.00	30.00	
Check Total:					60.00
Check No: 48416	Check Date: 10/10/2014				
Vendor: R0086	Abraham Ranjit				
022647-000 Refund on Closed Utility Account-Gas	10/08/2014 Refund on Closed Utility		0.00	92.68	
022647-000 Refund on Closed Utility Account-St Swpg	10/08/2014 Refund on Closed Utility		0.00	6.73	
Check Total:					99.41
Check No: 48417	Check Date: 10/10/2014				
Vendor: R0077	Redline Smog				
015159 B34052 09/14 PW Unit 19 Smog Test	09/04/2014 B34052 09/14 PW Unit 19 S		0.00	30.00	
015149 B34052 09/14 PW Unit 16 Smog Test	09/04/2014 B34052 09/14 PW Unit 16 S		0.00	40.00	
015154 B34052 09/14 PW Unit 10 Smog Test	09/04/2014 B34052 09/14 PW Unit 10 S		0.00	40.00	
015336 A61429 09/14 FD Unit 7250 Smog Test	09/16/2014 A61429 09/14 FD Unit 7250		0.00	30.00	
015241 A61429 09/14 PD Unit C31 Smog Test	09/09/2014 A61429 09/14 PD Unit C31		0.00	30.00	
015476 B34052 09/14 SC Unit 26 Smog Test	09/04/2014 B34052 09/14 SC Unit 26 S		0.00	30.00	
015412 B34052 09/14 PD Unit C30 Smog Test	09/22/2014 B34052 09/14 PD Unit C30		0.00	30.00	
015237 B34052 09/14 PD Unit C28 Smog Test	09/17/2014 B34052 09/14 PD Unit C28		0.00	30.00	
015158 B34052 09/14 PD Unit C27 Smog Test	09/04/2014 B34052 09/14 PD Unit C27		0.00	30.00	
015214 B34052 09/14 PD Unit 225 Smog Test	09/08/2014 B34052 09/14 PD Unit 225		0.00	30.00	
015216 B34052 09/14 PD Unit C20 Smog Test	09/08/2014 B34052 09/14 PD Unit C20		0.00	30.00	

			<u>Void Checks</u>	<u>Check Amount</u>
015161	B34052 09/14 PD Unit C18 Smog Test	09/04/2014 B34052 09/14 PD Unit C18	0.00	30.00
015441	B34052 09/14 WP Unit 124 Smog Test	09/23/2014 B34052 09/14 WP Unit 124	0.00	30.00
015548	B34052 09/14 PW Unit 48 Smog Test	09/30/2014 B34052 09/14 PW Unit 48 S	0.00	30.00
015354	B34052 09/14 CE Unit 59 Smog Test	09/17/2014 B34052 09/14 CE Unit 59 S	0.00	30.00
015199	B34052 09/14 PW Unit 58 Smog Test	09/08/2014 B34052 09/14 PW Unit 58 S	0.00	30.00
015151	B34052 09/14 PW Unit 51 Smog Test	09/04/2014 B34052 09/14 PW Unit 51 S	0.00	40.00
015356	B34052 09/14 CE Unit 50 Smog Test	09/17/2014 B34052 09/14 CE Unit 50 S	0.00	40.00
015450	B34052 09/14 SC Unit 34 Smog Test	09/24/2014 B34052 09/14 SC Unit 34 S	0.00	40.00
015162	B34052 09/14 PW Unit 46 Smog Test	09/04/2014 B34052 09/14 PW Unit 46 S	0.00	30.00
015156	B34052 09/14 PW Unit 47 Smog Test	09/04/2014 B34052 09/14 PW Unit 47 S	0.00	30.00
Check Total:				680.00
Check No: 48418	Check Date: 10/10/2014			
Vendor: S2122	Sierra Chemical Company			
SLS1000803	B34092 06/14 WP Chlorine (L2)	06/11/2014 B34092 06/14 WP Chlorine	0.00	115.77
SLS1001139	B34095 08/14 WP Chlorine (L2)	08/09/2014 B34095 08/14 WP Chlorine	0.00	3,566.62
SLS1000829	B33077 06/14 WP Chlorine (L2)	06/17/2014 B33077 06/14 WP Chlorine	0.00	30.00
Check Total:				3,712.39
Check No: 48419	Check Date: 10/10/2014			
Vendor: S0151	SWRCB Accounting Office			
LW1460048	B34141 07/13-06/14 Water System Fees	09/18/2014 B34141 07/13-06/14 Water	0.00	5,819.22
Check Total:				5,819.22
Check No: 48420	Check Date: 10/10/2014			
Vendor: C0030	Marissa Trejo			
TR8431-MIL	09/03/14 MILEAGE Vasquez Deposition	10/09/2014 09/03/14 MILEAGE Vasquez	0.00	40.95
TR8426-MIL	09/05/14 MILEAGE Vasquez Deposition	10/09/2014 09/05/14 MILEAGE Vasquez	0.00	53.89
Check Total:				94.84
Check No: 48421	Check Date: 10/10/2014			
Vendor: C3628	Central Valley Testing, Inc			
2014-1283	B34127 Forest Ave Concrete Cylinder Test	09/19/2014 B34127 Forest Ave Concret	0.00	370.00
Check Total:				370.00
Check No: 48422	Check Date: 10/10/2014			
Vendor: V3406	Verizon Wireless Services, LLC			
9732310896	A61626 09/14 493-8476 PD Cell Phone	09/19/2014 A61626 09/14 PD Cell Phon	0.00	51.80
9732310896	A61626 09/14 974-6734 PD Cell Phone	09/19/2014 A61626 09/14 PD Cell Phon	0.00	90.77
9732310896	A61626 09/14 480-528-8224 PD Cell	09/19/2014 A61626 09/14 PD Cell Phon	0.00	63.59
9732611142	A61541 09/14 FD Wireless Aircards	09/23/2014 A61541 09/14 FD Wireless	0.00	228.06
9732310896	A61626 09/14 974-3015 PD Cell Phone	09/19/2014 A61626 09/14 PD Cell Phon	0.00	108.77
9732310896	A61626 09/14 974-6742 PD Cell Phone	09/19/2014 A61626 09/14 PD Cell Phon	0.00	104.26
9732310896	A61626 09/14 317-7416 PD Cell Phone	09/19/2014 A61626 09/14 PD Cell Phon	0.00	51.80
Check Total:				699.05
Date Totals:			0.00	29,990.04
Check No: 48423	Check Date: 10/17/2014			
Vendor: A0137	AmeriGas			
3033124665	A61659 09/14 AIR Propane Tank Rental	09/30/2014 A61659 09/14 AIR Propane	0.00	70.35
Check Total:				70.35
Check No: 48424	Check Date: 10/17/2014			
Vendor: A0099	Anthem Blue Cross			
164250	B34200 AMB Refund Due to Overpayment	09/24/2014 B34200 AMB Refund Due to	0.00	1,912.49
Check Total:				1,912.49
Check No: 48425	Check Date: 10/17/2014			
Vendor: A0027	AT & T All in One Service			
0302633202	10/14 935-3282 Grafitti Hotline LD	10/01/2014 10/14 Acc 030 263 3202 00	0.00	6.15
Check Total:				6.15
Check No: 48426	Check Date: 10/17/2014			
Vendor: S0421	AT&T			
2388510691	10/14 Lift Station 238-851-0691-691 Loca	10/01/2014 10/14 Lift Station 238-85	0.00	31.76
2481346552	10/14 AMB 248-134-6552-266 Local Service	10/01/2014 10/14 AMB 248-134-6552-26	0.00	8.67
Check Total:				40.43

				<u>Void Checks</u>	<u>Check Amount</u>
Check No: 48427	Check Date: 10/17/2014				
Vendor: A0887	Avenal Lumber & Hardware				
46935	A61266 10/14 PW Maintenance Supplies	10/06/2014 A61266 10/14 PW Mainten		0.00	78.38
Check Total:					78.38
Check No: 48428	Check Date: 10/17/2014				
Vendor: B0153	BSK Analytical Laboratories				
A417912	B34224 08/14 WWP Lab Testing	08/20/2014 B34224 08/14 WWP Lab Test		0.00	162.00
A417441	B34224 08/14 WWP Lab Testing	08/14/2014 B34224 08/14 WWP Lab Test		0.00	72.00
A416810	B34224 08/14 WWP Lab Testing	08/06/2014 B34224 08/14 WWP Lab Test		0.00	72.00
A415392	B34224 07/14 WP Lab Testing	07/18/2014 B34224 07/14 WP Lab Testi		0.00	360.00
A417957	B34224 08/14 WP Lab Testing	08/20/2014 B34224 08/14 WP Lab Testi		0.00	141.50
A418784	B34224 08/14 WP Lab Testing	08/29/2014 B34224 08/14 WP Lab Testi		0.00	135.00
A417613	B34224 08/14 WP Lab Testing	08/17/2014 B34224 08/14 WP Lab Testi		0.00	324.00
A419038	B34224 09/14 WP Lab Testing	09/03/2014 B34224 09/14 WP Lab Testi		0.00	16.30
A418413	B34224 08/14 WWP Lab Testing	08/26/2014 B34224 08/14 WWP Lab Test		0.00	72.00
A415232	B34224 07/14 WWP Lab Testing	07/17/2014 B34224 07/14 WWP Lab Test		0.00	72.00
A419039	B34224 09/14 WWP Lab Testing	09/03/2014 B34224 09/14 WWP Lab Test		0.00	72.00
Check Total:					1,498.80
Check No: 48429	Check Date: 10/17/2014				
Vendor: B1086	Bureau of Reclamation				
1406200417	B33261 12/14 Water Delivery Est 180 AF	10/17/2014 B33261 12/14 Water Delive		0.00	11,048.40
1406200417	B33261 09/14 Water M & I Trinity PUD	10/17/2014 B33261 12/14 Water Delive		0.00	90.85
1406200417	B33261 09/14 Water M & I Restoration	10/17/2014 B33261 12/14 Water Delive		0.00	7,892.10
1406200417	B33261 09/14 Water Delivery Adjustment	10/17/2014 B33261 12/14 Water Delive		0.00	3,498.66
Check Total:					22,530.01
Check No: 48430	Check Date: 10/17/2014				
Vendor: C0154	Juan Cisneros				
TR9250-MIL	10/01/14-10/03/14 MILEAGE Perishable	10/17/2014 10/01/14-10/03/14 MILEAGE		0.00	171.57
Check Total:					171.57
Check No: 48431	Check Date: 10/17/2014				
Vendor: C0140	Coalinga Ace Hardware, Inc.				
754954	A61265 10/14 PW Operating Supplies	10/10/2014 A61265 10/14 PW Operating		0.00	67.94
754901	A61265 10/14 PW Operating Supplies	10/08/2014 A61265 10/14 PW Operating		0.00	107.14
754892	A61265 10/14 PW Operating Supplies	10/07/2014 A61265 10/14 PW Operating		0.00	5.64
754875	A61265 10/14 PW Operating Supplies	10/06/2014 A61265 10/14 PW Operating		0.00	3.89
754302	A61263 09/14 PW Operating Supplies	09/02/2014 A61263 09/14 PW Operating		0.00	6.81
754315	A61263 09/14 PW Operating Supplies	09/03/2014 A61263 09/14 PW Operating		0.00	48.66
754338	A61263 09/14 PW Operating Supplies	09/04/2014 A61263 09/14 PW Operating		0.00	77.78
754405	A61263 09/14 PW Operating Supplies	09/08/2014 A61263 09/14 PW Operating		0.00	2.72
754451	A61263 09/14 PW Operating Supplies	09/10/2014 A61263 09/14 PW Operating		0.00	14.60
754470	A61263 09/14 PW Operating Supplies	09/11/2014 A61263 09/14 PW Operating		0.00	6.77
754408	A61263 09/14 PW Operating Supplies	09/08/2014 A61263 09/14 PW Operating		0.00	3.89
754845	A61635 10/14 PD Maintenance Supplies	10/04/2014 A61635 10/14 PD Mainten		0.00	19.23
754773	A61625 10/14 PD Maintenance Supplies	10/01/2014 A61625 10/14 PD Mainten		0.00	10.90
754695	A61625 09/14 PD Maintenance Supplies	09/25/2014 A61625 09/14 PD Mainten		0.00	102.72
754454	A61537 09/14 FD Maintenance Supplies	09/10/2014 A61537 09/14 FD Maintena		0.00	29.16
754182	A61255 08/14 WP Operating Supplies	08/25/2014 A61255 08/14 WP Operating		0.00	9.73
754172	A61255 08/14 WP Operating Supplies	08/25/2014 A61255 08/14 WP Operating		0.00	6.97
754198	A61255 08/14 WP Operating Supplies	08/26/2014 A61255 08/14 WP Operating		0.00	4.62
754361	A61255 09/14 WP Operating Supplies	09/05/2014 A61255 09/14 WP Operating		0.00	23.84
754403	A61255 09/14 WP Operating Supplies	09/08/2014 A61255 09/14 WP Operating		0.00	5.64
754519	A61255 09/14 WP Operating Supplies	09/14/2014 A61255 09/14 WP Operating		0.00	23.32
754521	A61255 09/14 WP Operating Supplies	09/14/2014 A61255 09/14 WP Operating		0.00	3.77
754531	A61255 09/14 WP Operating Supplies	09/15/2014 A61255 09/14 WP Operating		0.00	9.31
754626	A61255 09/14 WP Operating Supplies	09/22/2014 A61255 09/14 WP Operating		0.00	26.29
754665	A61255 09/14 WP Operating Supplies	09/24/2014 A61255 09/14 WP Operating		0.00	13.14
754561	A61265 09/14 CREDIT PW Operating Sup	09/17/2014 A61265 09/14 PW Operating		0.00	-1.26
754568	A61265 09/14 PW Operating Supplies	09/17/2014 A61265 09/14 PW Operating		0.00	2.02
754562	A61265 09/14 PW Operating Supplies	09/17/2014 A61265 09/14 PW Operating		0.00	1.26
754629	A61265 09/14 PW Operating Supplies	09/22/2014 A61265 09/14 PW Operating		0.00	75.95
754733	A61265 09/14 PW Operating Supplies	09/29/2014 A61265 09/14 PW Operating		0.00	7.77
754748	A61265 09/14 PW Operating Supplies	09/30/2014 A61265 09/14 PW Operating		0.00	4.00

			<u>Void Checks</u>	<u>Check Amount</u>
754863	A61265 10/14 PW Operating Supplies	10/06/2014 A61265 10/14 PW Operating	0.00	16.53
Check Total:				740.75
Check No: 48432	Check Date: 10/17/2014			
Vendor: G0035	Vivian Del Toro			
TR8438MEAL	10/21/14 MEAL Public Notary Class	10/15/2014 10/21/14 MEAL Public Nota	0.00	10.00
Check Total:				10.00
Check No: 48433	Check Date: 10/17/2014			
Vendor: D0071	Dixon Painting, Inc.			
DIX-22SEPT	B33993 09/14 PW Corp Yard Bldgs Painted	09/22/2014 B33993 09/14 PW Corp Yard	0.00	2,296.25
DIX-22SEPT	B33993 09/14 PW Corp Yard Bldgs Painted	09/22/2014 B33993 09/14 PW Corp Yard	0.00	2,296.25
DIX-22SEPT	B33993 09/14 PW Corp Yard Bldgs Painted	09/22/2014 B33993 09/14 PW Corp Yard	0.00	2,296.25
DIX-22SEPT	B33993 09/14 PW Corp Yard Bldgs Painted	09/22/2014 B33993 09/14 PW Corp Yard	0.00	2,296.25
Check Total:				9,185.00
Check No: 48434	Check Date: 10/17/2014			
Vendor: E0065	EBS			
30033402	10/14 ER 30033402 VSP Vision Insurance	10/01/2014 10/14 30033402 VSP Vision	0.00	13.22
30033402	10/14 EE 30033402 VSP Vision Insurance	10/01/2014 10/14 30033402 VSP Vision	0.00	61.93
30033402	10/14 ER 30033402 VSP Vision Insurance	10/01/2014 10/14 30033402 VSP Vision	0.00	179.47
H30996-000	10/14 EE H30996-0000 HMO Health Ins	10/01/2014 10/14 H30996-0000 HMO Hea	0.00	10,489.72
30033402	10/14 EE 30033402 VSP Vision Insurance	10/01/2014 10/14 30033402 VSP Vision	0.00	1,184.15
920902	10/14 EE 920902 PPO Health Insurance	10/01/2014 10/14 920902 PPO Health I	0.00	4,100.42
14057	10/14 EE 14057 Premier Access Dental Ins	10/01/2014 10/14 14057 Premier Acces	0.00	1,138.16
14057	10/14 ER 14057 Premier Access Dental Ins	10/01/2014 10/14 14057 Premier Acces	0.00	6,272.72
H30996-000	10/14 ER H30996-0000 HMO Health Ins	10/01/2014 10/14 H30996-0000 HMO Hea	0.00	22,635.44
920902	10/14 ER 920902 PPO Health Insurance	10/01/2014 10/14 920902 PPO Health I	0.00	10,812.38
Check Total:				56,887.61
Check No: 48435	Check Date: 10/17/2014			
Vendor: F0077	Fastenal Company			
CALEM12541	A61698 09/14 FD Janitorial Supplies	09/26/2014 A61698 09/14 FD Janitoria	0.00	493.29
CALEM12594	B34221 10/14 WP Eyewash Shower	10/02/2014 B34221 10/14 WP Eyewash S	0.00	797.36
CALEM12554	B34221 09/14 WP Operating Supplies	09/26/2014 B34221 09/14 WP Operating	0.00	151.33
Check Total:				1,441.98
Check No: 48436	Check Date: 10/17/2014			
Vendor: F0065	Bart Fielder			
1112	A61532 FD Shift Captain's USB Adapter	10/01/2014 A61532 FD Shift Captain's	0.00	32.00
1109	A61532 09/14 FD Shift Captain's Monitor	09/24/2014 A61532 09/14 FD Shift Cap	0.00	224.78
Check Total:				256.78
Check No: 48437	Check Date: 10/17/2014			
Vendor: G0275	Granite Construction Company			
716024	B33988 09/14 PW Cold Mix	09/26/2014 B33988 09/14 PW Cold Mix	0.00	629.54
Check Total:				629.54
Check No: 48438	Check Date: 10/17/2014			
Vendor: P0039	Precision Graphics			
10393	A61534 09/14 FD Graphics Remover	09/22/2014 A61534 09/14 FD Graphics	0.00	63.09
Check Total:				63.09
Check No: 48439	Check Date: 10/17/2014			
Vendor: H2345	Home Depot Credit Services			
25061	A61262 08/14 PW Paint	08/27/2014 A61262 08/14 PW Paint	0.00	154.32
Check Total:				154.32
Check No: 48440	Check Date: 10/17/2014			
Vendor: J0027	Shannon Jensen			
TR9278-MEA	10/21/14 MEAL Public Notary Class	10/16/2014 10/21/14 MEAL Public Nota	0.00	10.00
Check Total:				10.00
Check No: 48441	Check Date: 10/17/2014			
Vendor: J0045	Janice Jones			
360687	A61539 AMB Refund Due to Overpayment	09/24/2014 A61539 AMB Refund Due to	0.00	27.91
Check Total:				27.91
Check No: 48442	Check Date: 10/17/2014			
Vendor: J2363	Judicial Data Systems Corp.			
4734	A61632 08/14 PD Parking Citations Filed	09/23/2014 A61632 08/14 PD Parking C	0.00	100.00
Check Total:				100.00

				<u>Void Checks</u>	<u>Check Amount</u>
Check No:	48443	Check Date:	10/17/2014		
Vendor:	K1468	K-Mart Store #4721			
2624189001	A61627 09/14 PD Janitorial Supplies	09/26/2014 A61627 09/14 PD Janitoria		0.00	31.86
2624499001	A60326 09/14 WP Breakroom Supplies	09/26/2014 A60326 09/14 WP Breakroom		0.00	40.66
Check Total:					72.52
Check No:	48444	Check Date:	10/17/2014		
Vendor:	L0259	Landon Investment Co., Inc.			
6044	A61533 09/14 AMB Run Meals	09/24/2014 A61533 09/14 AMB Run Meal		0.00	20.74
Check Total:					20.74
Check No:	48445	Check Date:	10/17/2014		
Vendor:	L0050	Leaf			
5269907	A61484 10/14 PW C2030 Copier Lease	09/30/2014 A61484 10/14 C2030 Copie		0.00	1.96
5269907	A61484 10/14 PW C2030 Copier Lease	09/30/2014 A61484 10/14 C2030 Copie		0.00	6.44
5269907	A61484 10/14 WP C2030 Copier Lease	09/30/2014 A61484 10/14 C2030 Copie		0.00	9.18
5269907	A61484 10/14 WWP C2030 Copier Lease	09/30/2014 A61484 10/14 C2030 Copie		0.00	3.14
5269907	A61484 10/14 Transit C2030 Copier Lease	09/30/2014 A61484 10/14 C2030 Copie		0.00	5.18
5269907	A61484 10/14 UB C2030 Copier Lease	09/30/2014 A61484 10/14 C2030 Copie		0.00	7.77
5269907	A61484 10/14 Sanitation C2030 Copier Lea	09/30/2014 A61484 10/14 C2030 Copie		0.00	1.57
5269907	A61484 10/14 RDA C2030 Copier Lease	09/30/2014 A61484 10/14 C2030 Copie		0.00	2.40
5269907	A61484 10/14 EDA C2030 Copier Lease	09/30/2014 A61484 10/14 C2030 Copie		0.00	0.20
5269907	A61484 10/14 HR C2030 Copier Lease	09/30/2014 A61484 10/14 C2030 Copie		0.00	110.99
5269907	A61484 10/14 PW C2030 Copier Lease	09/30/2014 A61484 10/14 C2030 Copie		0.00	1.65
5269907	A61484 10/14 PW C2030 Copier Lease	09/30/2014 A61484 10/14 C2030 Copie		0.00	6.52
Check Total:					157.00
Check No:	48446	Check Date:	10/17/2014		
Vendor:	O2826	Office Depot			
7308554300	09/14 FIN Office Supplies	09/22/2014 09/14 FIN Office Supplies		0.00	127.13
7308554300	09/14 UB Office Supplies	09/22/2014 09/14 UB Office Supplies		0.00	128.64
7315484940	A61525 09/14 FD Office Supplies	09/23/2014 A61525 09/14 FD Office Su		0.00	127.72
7304004140	A61390 09/14 PD Office Supplies	09/19/2014 A61390 09/14 PD Office Su		0.00	37.12
7304023670	A61390 09/14 PD Office Supplies	09/17/2014 A61390 09/14 PD Office Su		0.00	237.67
7309882260	A61390 09/14 CREDIT PD Office Supplies	09/24/2014 A61390 09/14 PD Office Su		0.00	-11.29
Check Total:					646.99
Check No:	48447	Check Date:	10/17/2014		
Vendor:	O0024	Ramon Orozco			
2000	A61637 09/14 PD Carpets/Floors Cleaned	10/06/2014 A61637 09/14 PD Carpets/F		0.00	316.00
1999	B33141 09/14 City Hall Area Rugs Cleaned	10/06/2014 B33141 09/14 City Hall Ar		0.00	95.00
Check Total:					411.00
Check No:	48448	Check Date:	10/17/2014		
Vendor:	P0409	Pacific Gas & Electric			
0793426310	09/14 Gas Transmission	10/03/2014 09/14 Gas Transmission		0.00	3,658.50
Check Total:					3,658.50
Check No:	48449	Check Date:	10/17/2014		
Vendor:	P0410	PG & E			
7053841533	09/14 7053841990 160 W Elm	10/02/2014 09/14 City Electric Bill		0.00	24.23
7053841533	09/14 7053841308 Van Ness/Elm	10/02/2014 09/14 City Electric Bill		0.00	29.96
7053841533	09/14 7053841123 106 E Cherry Gas Rectif	10/02/2014 09/14 City Electric Bill		0.00	19.04
7053841533	09/14 7053841501 410 EL Rancho Bkvs	10/02/2014 09/14 City Electric Bill		0.00	27.90
5120357172	09/14 5120357072 302 Coalinga Plaza	10/01/2014 09/14 City Electric Bill		0.00	56.00
7053841533	09/14 7053841102 1412 E Elm Across 1254	10/02/2014 09/14 City Electric Bill		0.00	18.39
7053841533	09/14 7053841684 Palmer Reserve Tank	10/02/2014 09/14 City Electric Bill		0.00	29.40
7053841533	09/14 7053841615 Reservoir: Calaveras Re	10/02/2014 09/14 City Electric Bill		0.00	13.59
7053841533	09/14 7053841688 NESW Booster Station	10/02/2014 09/14 City Electric Bill		0.00	449.97
7053841533	09/14 7053841979 City Yard/Sacramento	10/02/2014 09/14 City Electric Bill		0.00	133.60
7053841533	09/14 7053841070 Annex, City Hall	10/02/2014 09/14 City Electric Bill		0.00	596.29
7053841533	09/14 7053841555 TR5451 Warthen Meadows	10/02/2014 09/14 City Electric Bill		0.00	774.96
7053841533	09/14 7053841913 N/S Valley Streetlights	10/02/2014 09/14 City Electric Bill		0.00	52.89
7053841533	09/14 7053841379 Polk/Forest Streetlight	10/02/2014 09/14 City Electric Bill		0.00	81.43
7053841533	09/14 7053841881 140 Durian Parking Lot	10/02/2014 09/14 City Electric Bill		0.00	30.80
7053841533	09/14 7053841878 Skate Park Lighting	10/02/2014 09/14 City Electric Bill		0.00	13.49
7053841533	09/14 7053841253 Cambridge/Joaquin	10/02/2014 09/14 City Electric Bill		0.00	188.08
7053841533	09/14 7053841505 Cambridge/Elm	10/02/2014 09/14 City Electric Bill		0.00	177.02

			<u>Void Checks</u>	<u>Check Amount</u>
7053841533	09/14 7053841397 Cambridge/Hwy 198	10/02/2014 09/14 City Electric Bill	0.00	155.63
7053841533	09/14 7053841442 Forest Landscape	10/02/2014 09/14 City Electric Bill	0.00	9.53
7053841533	09/14 7053841534 Street Light Inventory	10/02/2014 09/14 City Electric Bill	0.00	86.36
7053841533	09/14 7053841535 Street Light Inventory	10/02/2014 09/14 City Electric Bill	0.00	95.35
7053841533	09/14 7053841536 Street Light Inventory	10/02/2014 09/14 City Electric Bill	0.00	86.74
7053841533	09/14 7053841661 Forest/Fifth	10/02/2014 09/14 City Electric Bill	0.00	6.15
7053841533	09/14 7053841439 Phelps & La Cuesta Land	10/02/2014 09/14 City Electric Bill	0.00	9.61
7053841533	09/14 7053841694 160 W Elm	10/02/2014 09/14 City Electric Bill	0.00	36.35
7053841533	09/14 7053841349 160 W Elm	10/02/2014 09/14 City Electric Bill	0.00	11.07
7053841533	09/14 9713313248 25 1/2 W Polk Traffic	10/02/2014 09/14 City Electric Bill	0.00	61.83
7053841533	09/14 1638874976 25 1/2 W Polk	10/02/2014 09/14 City Electric Bill	0.00	68.11
7053841533	09/14 7053841574 401 Madison Gas Rectifi	10/02/2014 09/14 City Electric Bill	0.00	38.13
7053841533	09/14 7053841100 155 E Polk Across from	10/02/2014 09/14 City Electric Bill	0.00	36.77
7053841533	09/14 7053841105 600 Harvard Gas Rectifi	10/02/2014 09/14 City Electric Bill	0.00	20.87
7053841533	09/14 7053841110 611 College Behind 610	10/02/2014 09/14 City Electric Bill	0.00	21.08
7053841533	09/14 7053841243 Behind 190 Roosevelt Ga	10/02/2014 09/14 City Electric Bill	0.00	47.40
7053841533	09/14 7053841842 350 El Rancho Blvd Land	10/02/2014 09/14 City Electric Bill	0.00	9.53
7053841533	09/14 7053841909 200 El Rancho Blvd Land	10/02/2014 09/14 City Electric Bill	0.00	9.53
7053841533	09/14 7053841485 Washington/Fresno Lands	10/02/2014 09/14 City Electric Bill	0.00	9.54
7053841533	09/14 7053841619 Monterey/Tyler Landscap	10/02/2014 09/14 City Electric Bill	0.00	9.76
7053841533	09/14 7053841244 TR5344 Promontory Point	10/02/2014 09/14 City Electric Bill	0.00	211.74
7053841533	09/14 3443128775 TR5208 Spano Ent Posa C	10/02/2014 09/14 City Electric Bill	0.00	11.07
7053841533	09/14 7053841429 TR5339 Dorothy Allen Es	10/02/2014 09/14 City Electric Bill	0.00	402.41
7053841533	09/14 3443128925 TR5140 Sandalwood 3	10/02/2014 09/14 City Electric Bill	0.00	22.13
7053841533	09/14 7053841026 INTRNL ARPT 3144 Term	10/02/2014 09/14 City Electric Bill	0.00	109.66
7053841533	09/14 7053841022 INTRNL ARPT 3144 Term	10/02/2014 09/14 City Electric Bill	0.00	73.57
7053841533	09/14 7053841864 NWSW Water Control	10/02/2014 09/14 City Electric Bill	0.00	113.54
7053841533	09/14 7053841131 SW Gale/Derrick Water	10/02/2014 09/14 City Electric Bill	0.00	9.53
7053841533	09/14 7053841171 SWSW Booster Station	10/02/2014 09/14 City Electric Bill	0.00	354.07
7053841533	09/14 7053841538 Street Light Inventory	10/02/2014 09/14 City Electric Bill	0.00	55.86
7053841533	09/14 7053841206 Psa Chnt/San Sm Landsca	10/02/2014 09/14 City Electric Bill	0.00	9.58
7053841533	09/14 7053841328 Sewer Lift Station: Phe	10/02/2014 09/14 City Electric Bill	0.00	106.63
7053841533	09/14 7053841367 Sewer Lift Station: Kim	10/02/2014 09/14 City Electric Bill	0.00	26.42
7053841533	09/14 7053841194 Sewer Lift Pump: Echo C	10/02/2014 09/14 City Electric Bill	0.00	213.95
7053841533	09/14 3289090333 260 1/2 Cambridge	10/02/2014 09/14 City Electric Bill	0.00	91.41
7053841533	09/14 7053841979 City Yard/Sacramento	10/02/2014 09/14 City Electric Bill	0.00	133.59
7053841533	09/14 7053841979 City Yard/Sacramento	10/02/2014 09/14 City Electric Bill	0.00	133.59
7053841533	09/14 7053841979 City Yard/Sacramento	10/02/2014 09/14 City Electric Bill	0.00	133.58
7053841533	09/14 7053841014 INTRNL ARPT 3144 Term	10/02/2014 09/14 City Electric Bill	0.00	24.23
7053841533	09/14 7053841589 Court Holding, City Hal	10/02/2014 09/14 City Electric Bill	0.00	933.93
7053841533	09/14 7053841212 171 W Elm Avenue	10/02/2014 09/14 City Electric Bill	0.00	30.22
7053841533	09/14 7053841720 374 Coalinga Plaza	10/02/2014 09/14 City Electric Bill	0.00	99.24
7053841533	09/14 7053841588 251 Coalinga Plaza	10/02/2014 09/14 City Electric Bill	0.00	124.07
7053841533	09/14 7053841845 Sewer Lift Station WM	10/02/2014 09/14 City Electric Bill	0.00	59.26
7001750902	09/14 Gas Delivery	10/02/2014 09/14 Gas Delivery	0.00	4,937.80
7053841533	09/14 4893477005 Telecom Bldg.	10/02/2014 09/14 City Electric Bill	0.00	53.27
7053841533	09/14 7053841074 Anml Shelter 185 W Gale	10/02/2014 09/14 City Electric Bill	0.00	627.56
7053841533	09/14 7053841272 Firehouse Lights	10/02/2014 09/14 City Electric Bill	0.00	1,941.93
7053841533	09/14 7053841085 Firehouse Horn	10/02/2014 09/14 City Electric Bill	0.00	19.10
7053841533	09/14 7053841462 185 W Gale Recycle/Serv	10/02/2014 09/14 City Electric Bill	0.00	373.50
7053841533	09/14 7053841516 Police Station/Jail	10/02/2014 09/14 City Electric Bill	0.00	5,876.74
7053841533	09/14 7053841899 Airport Hangers	10/02/2014 09/14 City Electric Bill	0.00	73.70
7053841533	09/14 7053841565 Airport AWASP Bldg.	10/02/2014 09/14 City Electric Bill	0.00	968.88
7053841533	09/14 7053841771 Large Airport Hangar	10/02/2014 09/14 City Electric Bill	0.00	73.86
7053841533	09/14 1015093005 408 S Fifth/Lynch Pk	10/02/2014 09/14 City Electric Bill	0.00	12.87
7053841533	09/14 7053841050 Tower Clk 5th & Cedar	10/02/2014 09/14 City Electric Bill	0.00	35.11
7053841533	09/14 7053841464 Sunset & 5th Ave: Vic D	10/02/2014 09/14 City Electric Bill	0.00	9.53
7053841533	09/14 7053841177 300 Coalinga Plaza: Ped	10/02/2014 09/14 City Electric Bill	0.00	9.78
7053841533	09/14 7053841921 Next to 735 Sunset Snst	10/02/2014 09/14 City Electric Bill	0.00	19.06
7053841533	09/14 3924487818 Coolidge & NHachman	10/02/2014 09/14 City Electric Bill	0.00	21.56
7053841533	09/14 4254485005 240 W Elm Bhnd Coldbox	10/02/2014 09/14 City Electric Bill	0.00	44.73
7053841533	09/14 7053841365 Longhollow/Echo (Sandal	10/02/2014 09/14 City Electric Bill	0.00	57.81

				<u>Void Checks</u>	<u>Check Amount</u>
7053841533	09/14 3443128411 5208 Spano Ent Posa Cha	10/02/2014	09/14 City Electric Bill	0.00	111.15
7053841533	09/14 3249826069 TR4492, Fox Hollow II	10/02/2014	09/14 City Electric Bill	0.00	66.39
7053841533	09/14 3443128611 TR4492, Fox Hollow II P	10/02/2014	09/14 City Electric Bill	0.00	44.25
7053841533	09/14 3443128372 TR5146 PH 1 Stallion Sp	10/02/2014	09/14 City Electric Bill	0.00	51.80
7053841533	09/14 3443128041 TR5246 PH 2 Stallion Sp	10/02/2014	09/14 City Electric Bill	0.00	136.79
7053841533	09/14 3443128591 City Sunset St Project	10/02/2014	09/14 City Electric Bill	0.00	100.08
7053841533	09/14 7053841002 160 W Elm INTRNL ARP	10/02/2014	09/14 City Electric Bill	0.00	1,147.72
7053841533	09/14 7053841004 INTRNL ARPT 3144 Term B	10/02/2014	09/14 City Electric Bill	0.00	220.72
7053841533	09/14 7053841008 INTRNL ARPT 3144 Term	10/02/2014	09/14 City Electric Bill	0.00	2,438.44
7053841533	09/14 7053841783 210 Buchanan	10/02/2014	09/14 City Electric Bill	0.00	44.64
7053841533	09/14 7053841016 INTRNL ARPT 3144 Term	10/02/2014	09/14 City Electric Bill	0.00	1,066.36
7053841533	09/14 7053841312 741 E Valley Gas Rectif	10/02/2014	09/14 City Electric Bill	0.00	22.98
7053841533	09/14 7053841361 526 E Pleasant Behind 5	10/02/2014	09/14 City Electric Bill	0.00	28.60
7053841533	09/14 7053841657 500 Alicia Gas Rectifie	10/02/2014	09/14 City Electric Bill	0.00	24.16
7053841533	09/14 7053841466 Tyler/Polk Bhnd 344 Pol	10/02/2014	09/14 City Electric Bill	0.00	30.22
7053841533	09/14 7053841023 Mntry/Tyler: Clock	10/02/2014	09/14 City Electric Bill	0.00	9.61
7053841533	09/14 7053841848 Jayne/Juniper Ridge Lan	10/02/2014	09/14 City Electric Bill	0.00	21.92
7053841533	09/14 7053841204 First/Forest Landscape	10/02/2014	09/14 City Electric Bill	0.00	9.53
7053841533	09/14 7053841697 210/212 Buchanan Gas Re	10/02/2014	09/14 City Electric Bill	0.00	38.62
7053841533	09/14 7053841518 Chlorine Booster by Cem	10/02/2014	09/14 City Electric Bill	0.00	104.60
Check Total:					27,905.03
Check No: 48450	Check Date: 10/17/2014				
Vendor: 10028	Independent Sales a Doyle Company				
2029	A61658 09/14 Bldg Maint Janitorial Sup	09/23/2014	A61658 09/14 Bldg Maint J	0.00	211.20
Check Total:					211.20
Check No: 48451	Check Date: 10/17/2014				
Vendor: S0453	San Luis & Delta-Mendota				
1406200417	B33263 06/14 Water Rate Adjustment	10/17/2014	B33263 12/14 Water Delive	0.00	2,566.20
1406200417	B33263 07/14 Water Rate Adjustment	10/17/2014	B33263 12/14 Water Delive	0.00	3,030.30
1406200417	B33263 12/14 Water Delivery Est 181 AF	10/17/2014	B33263 12/14 Water Delive	0.00	14,527.06
1406200417	B33263 09/14 Water Rate Adjustment	10/17/2014	B33263 12/14 Water Delive	0.00	2,156.70
1406200417	B33263 08/14 Water Rate Adjustment	10/17/2014	B33263 12/14 Water Delive	0.00	2,708.16
1406200417	B33263 03/14 Water Rate Adjustment	10/17/2014	B33263 12/14 Water Delive	0.00	1,441.44
1406200417	B33263 09/14 Water Delivery Adjustment	10/17/2014	B33263 12/14 Water Delive	0.00	4,263.60
1406200417	B33263 04/14 Water Rate Adjustment	10/17/2014	B33263 12/14 Water Delive	0.00	1,954.68
1406200417	B33263 05/14 Water Rate Adjustment	10/17/2014	B33263 12/14 Water Delive	0.00	2,380.56
Check Total:					35,028.70
Check No: 48452	Check Date: 10/17/2014				
Vendor: S0152	Secretary of State				
TR8436-REG	10/21/14 REGI VDeltorro Public Notary	10/15/2014	10/21/14 REGI VDeltorro P	0.00	40.00
Check Total:					40.00
Check No: 48453	Check Date: 10/17/2014				
Vendor: S0152	Secretary of State				
TR9278-REG	10/21/14 REGI SJensen Public Notary	10/16/2014	10/21/14 REGI SJensen Pub	0.00	40.00
Check Total:					40.00
Check No: 48454	Check Date: 10/17/2014				
Vendor: Y3280	Sparkletts				
9412248100	B33751 09/14 WP Drinking Water	10/01/2014	B33751 09/14 WP Drinking	0.00	68.47
Check Total:					68.47
Check No: 48455	Check Date: 10/17/2014				
Vendor: S0028	State Water Resources Control				
BLA-16OCT2	A61663 WWP Grade 1 Cert LBlankenship	10/16/2014	A61663 WWP Grade 1 Cert L	0.00	170.00
Check Total:					170.00
Check No: 48456	Check Date: 10/17/2014				
Vendor: V3406	Verizon Wireless Services, LLC				
9732957329	10/14 246-6243 Transit Cell Phone Charge	10/01/2014	10/14 Transit Cell Phone	0.00	39.35
9732957329	10/14 381-1988 PW Cell Phone Charges	10/01/2014	10/14 PW Cell Phone Charg	0.00	30.61
9732957329	10/14 381-1120 AIR Cell Phone Charges	10/01/2014	10/14 AIR Cell Phone Char	0.00	36.87
9732957329	10/14 341-3958 WP Cell Phone Charges	10/01/2014	10/14 WP Cell Phone Charg	0.00	12.25
9732957329	10/14 341-9613 WP Cell Phone Charges	10/01/2014	10/14 WP Cell Phone Charge	0.00	27.41
9732957329	10/14 246-0331 Transit Cell Phone Charge	10/01/2014	10/14 Transit Cell Phone	0.00	36.87
9732957329	10/14 246-1403 Transit Cell Phone Charge	10/01/2014	10/14 Transit Cell Phone	0.00	36.87

			<u>Void Checks</u>	<u>Check Amount</u>
9732957329	10/14 341-4461 WP Cell Phone Charges	10/01/2014 10/14 WP Cell Phone Ch	0.00	12.31
		Check Total:		232.54
Check No:	48457	Check Date:	10/17/2014	
Vendor:	W0511	West Hills Oil, Inc.		
44888	09/14 7001 SC Fuel	09/30/2014 09/14 7001 SC Fuel	0.00	109.46
44882	09/14 201 Admin Fuel	09/30/2014 09/14 201 Admin Fuel	0.00	111.42
44884	09/14 400 PW Fuel	09/30/2014 09/14 400 PW Fuel	0.00	735.15
44884	09/14 400 PW Fuel	09/30/2014 09/14 400 PW Fuel	0.00	171.06
44884	09/14 400 PW Fuel	09/30/2014 09/14 400 PW Fuel	0.00	171.06
44884	09/14 400 PW Fuel	09/30/2014 09/14 400 PW Fuel	0.00	171.06
44887	09/14 6070 PW Fuel	09/30/2014 09/14 6070 PW Fuel	0.00	370.07
44887	09/14 6070 PW Fuel	09/30/2014 09/14 6070 PW Fuel	0.00	370.06
44885	09/14 600 WWP Fuel	09/30/2014 09/14 600 WWP Fuel	0.00	124.81
44885	09/14 600 WP Fuel	09/30/2014 09/14 600 WP Fuel	0.00	499.20
44883	B34166 09/14 300 PD Fuel	09/30/2014 B34166 09/14 300 PD Fuel	0.00	3,224.64
44882	09/14 201 Bldg Official Fuel	09/30/2014 09/14 201 Bldg Official F	0.00	51.24
44882	09/14 201 CE Fuel	09/30/2014 09/14 201 CE Fuel	0.00	57.34
44881	A61697 09/14 200 FD Fuel	09/30/2014 A61697 09/14 200 FD Fuel	0.00	2,928.01
44886	09/14 900 MTR RDR/FIN/UTIL Fuel	09/30/2014 09/14 900 MTR RDR/FIN/UTI	0.00	305.50
44888	09/14 7001 Street Sweeping Fuel	09/30/2014 09/14 7001 Street Sweepin	0.00	569.60
44884	09/14 400 PW Fuel	09/30/2014 09/14 400 PW Fuel	0.00	171.06
		Check Total:		10,140.74
		Date Totals:	0.00	174,618.59
Check No:	48458	Check Date:	10/24/2014	
Vendor:	W0046	Allie Witt		
2014102413	PR PPE: 10/19/14 PAY DT: 10/24/14 #1348	10/24/2014 PR PPE: 10/19/2014 PAY DT	0.00	277.95
		Check Total:		277.95
		Date Totals:	0.00	277.95
Check No:	48459	Check Date:	10/27/2014	
Vendor:	A2350	Alco Services		
10012	B34202 09/14 FD Washing Machine Repairs	09/23/2014 B34202 09/14 FD Washing M	0.00	95.00
9992	B34202 09/14 FD Washing Machine Repairs	09/29/2014 B34202 09/14 FD Washing M	0.00	525.00
		Check Total:		620.00
Check No:	48460	Check Date:	10/27/2014	
Vendor:	A0130	AT&T		
125125740	09/14 RVP HS Internet Services	10/07/2014 09/14 RVP HS Unternet Ser	0.00	125.00
		Check Total:		125.00
Check No:	48461	Check Date:	10/27/2014	
Vendor:	B0086	BHS Marketing		
49373	B33990 09/14 WP Fluorosilicic Acid	09/30/2014 B33990 09/14 WP Fluorosil	0.00	12,592.70
		Check Total:		12,592.70
Check No:	48462	Check Date:	10/27/2014	
Vendor:	B0059	Sean Brewer		
TR9276-MEA	10/07/14 MEALS COG/TTC Meeting	10/22/2014 10/07/14 MEALS COG/TTC Me	0.00	26.68
		Check Total:		26.68
Check No:	48463	Check Date:	10/27/2014	
Vendor:	B0153	BSK Analytical Laboratories		
A422319	B34227 10/14 WP Lab Testing	10/13/2014 B34227 10/14 WP Lab Testi	0.00	360.00
A412225	B34229 10/14 WWP Lab Testing	10/10/2014 B34229 10/14 WWP Lab Test	0.00	162.00
A421260	B34227 09/14 WP Lab Testing	09/30/2014 B34227 09/14 WP Lab Testi	0.00	135.00
A420010	B34227 09/14 WP Lab Testing	09/16/2014 B34227 09/14 WP Lab Testi	0.00	297.00
A419575	B34227 09/14 WP Lab Testing	09/11/2014 B34227 09/14 WP Lab Testi	0.00	135.00
A422529	B34227 10/14 WP Lab Testing	10/15/2014 B34227 10/14 WP Lab Testi	0.00	126.30
A419636	B34229 09/14 WWP Lab Testing	09/11/2014 B34229 09/14 WWP Lab Test	0.00	72.00
A420777	B34229 09/14 WWP Lab Testing	09/24/2014 B34229 09/14 WWP Lab Test	0.00	72.00
		Check Total:		1,359.30
Check No:	48464	Check Date:	10/27/2014	
Vendor:	C0159	Canon Financial Services, Inc.		
14256328	B32548 10/14 FIN IR5055 Copier Lease	10/13/2014 B32548 10/14 FIN IR5055 C	0.00	100.11

				<u>Void Checks</u>	<u>Check Amount</u>
14256328	B32548 10/14 UB IR5055 Copier Lease	10/13/2014 B32548 10/14 UB IR5055 Co		0.00	100.11
Check Total:					200.22
Check No: 48465	Check Date: 10/27/2014				
Vendor: G0389	Chemtrade Chemicals US LLC				
90676416	B33752 10/14 WP Aluminum Sulfate	10/02/2014 B33752 10/14 WP Aluminum		0.00	4,818.28
Check Total:					4,818.28
Check No: 48466	Check Date: 10/27/2014				
Vendor: C1239	City of Coalinga				
008562-000	09/14 City Hall Landscape, Utility Bill	09/29/2014 09/14 City Utility Bills		0.00	131.79
000005-001	09/14 Creek Side Plot, UB	09/29/2014 09/14 City Utility Bills		0.00	27.08
000006-000	09/14 200 K Elm-Trees, UB	09/29/2014 09/14 City Utility Bills		0.00	20.83
001424-000	09/14 Hillview/Monterey, UB	09/29/2014 09/14 City Utility Bills		0.00	54.56
003130-000	09/14 Monroe/NMonterey, UB	09/29/2014 09/14 City Utility Bills		0.00	660.09
003184-000	09/14 W Joaquin, UB	09/29/2014 09/14 City Utility Bills		0.00	537.67
003193-000	09/14 Princeton/Wash. Plot, UB	09/29/2014 09/14 City Utility Bills		0.00	63.30
003294-000	09/14 Sunset/Fifth St Plot, UB	09/29/2014 09/14 City Utility Bills		0.00	48.31
003438-000	09/14 Van Ness/Ash St, UB	09/29/2014 09/14 City Utility Bills		0.00	194.46
004178-000	09/14 San Simeon/Posa Chan, UB	09/29/2014 09/14 City Utility Bills		0.00	128.26
004295-000	09/14 Phelps Ave/La Cuesta, UB	09/29/2014 09/14 City Utility Bills		0.00	285.65
004297-000	09/14 Posa Chanet Blvd, UB	09/29/2014 09/14 City Utility Bills		0.00	82.04
004426-000	09/14 Baker-Rotary Plot, UB	09/29/2014 09/14 City Utility Bills		0.00	79.54
004490-000	09/14 E Aport Plots/Elm, UB	09/29/2014 09/14 City Utility Bills		0.00	20.83
004491-000	09/14 E A Trees/Elm, UB	09/29/2014 09/14 City Utility Bills		0.00	45.81
006069-000	09/14 Van Ness-Second St, UB	09/29/2014 09/14 City Utility Bills		0.00	43.31
006870-000	09/14 Lynch Park-Triangle, UB	09/29/2014 09/14 City Utility Bills		0.00	75.79
008117-000	09/14 Hayes/Plot, UB	09/29/2014 09/14 City Utility Bills		0.00	120.76
008395-000	09/14 Forest/2nd St, UB	09/29/2014 09/14 City Utility Bills		0.00	20.83
008436-000	09/14 Forest/1st St Plot, UB	09/29/2014 09/14 City Utility Bills		0.00	20.83
008463-000	09/14 290 W Elm-Museum, UB	09/29/2014 09/14 City Utility Bills		0.00	65.66
008545-000	09/14 6th/Elm Parking, UB	09/29/2014 09/14 City Utility Bills		0.00	58.66
008679-000	09/14 Sunset/6th St, UB	09/29/2014 09/14 City Utility Bills		0.00	92.03
008739-000	09/14 200 E Pacific, UB	09/29/2014 09/14 City Utility Bills		0.00	627.61
010406-000	09/14 E Polk/Warthan Crk Plot, UB	09/29/2014 09/14 City Utility Bills		0.00	24.58
010691-000	09/14 Juniper/Jayne, UB	09/29/2014 09/14 City Utility Bills		0.00	312.65
010692-000	09/14 Juniper Ridge/Jayne, UB	09/29/2014 09/14 City Utility Bills		0.00	81.55
010693-000	09/14 Juniper Ridge/Jayne, UB	09/29/2014 09/14 City Utility Bills		0.00	273.92
010736-000	09/14 Sandalwood/Longhollow, UB	09/29/2014 09/14 City Utility Bills		0.00	25.34
016302-000	09/14 Cherry Lane-Median, UB	09/29/2014 09/14 City Utility Bills		0.00	22.08
016303-000	09/14 Cherry Lane-Median 2, UB	09/29/2014 09/14 City Utility Bills		0.00	27.08
016304-000	09/14 Cherry Lane-Median 3, UB	09/29/2014 09/14 City Utility Bills		0.00	30.82
016305-000	09/14 Cherry Lane-Median 4, UB	09/29/2014 09/14 City Utility Bills		0.00	23.33
000005-003	09/14 Sewer Plant, UB	09/29/2014 09/14 City Utility Bills		0.00	959.89
010304-000	09/14 Service Yard, UB	09/29/2014 09/14 City Utility Bills		0.00	61.04
010306-000	09/14 Meter Shop, UB	09/29/2014 09/14 City Utility Bills		0.00	29.08
013434-000	09/14 Gayle Ave Transit Gas, UB	09/29/2014 09/14 City Utility Bills		0.00	252.08
008558-000	09/14 160 W Elm-Old City Hall, UB	09/29/2014 09/14 City Utility Bills		0.00	12.27
008559-000	09/14 160 W Elm-Annex, UB	09/29/2014 09/14 City Utility Bills		0.00	43.51
008560-000	09/14 160 W Elm-Holding Cell, UB	09/29/2014 09/14 City Utility Bills		0.00	32.34
008561-000	09/14 148 W Elm-Clinic	09/29/2014 09/14 City Utility Bills		0.00	109.51
016283-000	09/14 171 W Elm, UB	09/29/2014 09/14 City Utility Bills		0.00	48.02
000240-000	09/14 380-386 Clga Plaza, UB	09/29/2014 09/14 City Utility Bills		0.00	55.92
008573-000	09/14 255-296 Clga Plaza, UB	09/29/2014 09/14 City Utility Bills		0.00	44.00
018400-000	09/14 Plaza Park Landscaping	09/29/2014 09/14 City Utility Bills		0.00	68.30
021676-000	09/14 Centennial Park Landscaping	09/29/2014 09/14 City Utility Bills		0.00	1,214.72
018764-000	09/14 HWY 198/Lucille- Landscaping, UB	09/29/2014 09/14 City Utility Bills		0.00	20.83
018761-000	09/14 Copper-Canyon Landscaping	09/29/2014 09/14 City Utility Bills		0.00	58.30
020947-000	09/14 Forest/Pacific Landscaping	09/29/2014 09/14 City Utility Bills		0.00	48.31
020960-000	09/14 299 North Sixth	09/29/2014 09/14 City Utility Bills		0.00	49.58
022728-000	09/14 Sandalwood Park #3	09/29/2014 09/14 City Utility Bills		0.00	1,355.08
018401-000	09/14 Centennial Park	09/29/2014 09/14 City Utility Bills		0.00	781.26
021677-000	09/14 Jayne Ave Landscaping CIT	09/29/2014 09/14 City Utility Bills		0.00	23.33
021678-000	09/14 Gayle/Hwy 198 Landscaping	09/29/2014 09/14 City Utility Bills		0.00	32.07

			<u>Void Checks</u>	<u>Check Amount</u>
000005-005	09/14 Bourdeaux/Fresia Landscaping	09/29/2014 09/14 City Utility Bills	0.00	315.32
022330-000	09/14 Elm/4th Landscaping	09/29/2014 09/14 City Utility Bills	0.00	60.80
022332-000	09/14 Elm/6th Landscaping	09/29/2014 09/14 City Utility Bills	0.00	20.83
022334-000	09/14 Elm/6th Landscaping #2	09/29/2014 09/14 City Utility Bills	0.00	29.57
022411-000	09/14 Airport Median 1	09/29/2014 09/14 City Utility Bills	0.00	40.99
022412-000	09/14 Airport Median 2	09/29/2014 09/14 City Utility Bills	0.00	32.46
022413-000	09/14 Airport Median 3	09/29/2014 09/14 City Utility Bills	0.00	38.55
022414-000	09/14 Airport Median 4	09/29/2014 09/14 City Utility Bills	0.00	32.46
022534-000	09/14 260 Cambridge Sprts Cmplx	09/29/2014 09/14 City Utility Bills	0.00	1,904.42
025141-000	09/14 Elm/Van Ness Trees	09/29/2014 09/14 City Utility Bills	0.00	20.83
021675-000	09/14 340 W Cambridge	09/29/2014 09/14 City Utility Bills	0.00	714.27
013433-000	09/14 Animal House Fresno/Clga Rd.	09/29/2014 09/14 City Utility Bills	0.00	44.33
008563-000	09/14 City Hall FIN/PD Gal. Mtr, UB	09/29/2014 09/14 City Utility Bills	0.00	744.30
010883-000	09/14 Airport Access Road, UB	09/29/2014 09/14 City Utility Bills	0.00	77.57
010891-000	09/14 Airport Spencer House, UB	09/29/2014 09/14 City Utility Bills	0.00	57.68
003764-000	09/14 CCC East Dorm, Utility Bill	09/29/2014 09/14 CCC Utility Bills	0.00	39.68
010397-000	09/14 1075 W Elm/Pacific-Lucille, UB	09/29/2014 09/14 City Utility Bills	0.00	87.04
010892-000	09/14 Airport Res., UB	09/29/2014 09/14 City Utility Bills	0.00	52.90
008484-000	09/14 Firehouse, Utility Bill	09/29/2014 09/14 City Utility Bills	0.00	420.46
Check Total:				14,360.95
Check No: 48467	Check Date: 10/27/2014			
Vendor: C0760	Curtis 1000, Inc			
4034644	09/14 FIN #10 Envelopes	10/13/2014 09/14 FIN #10 Envelopes	0.00	154.93
4034644	09/14 UB #10 Envelopes	10/13/2014 09/14 UB #10 Envelopes	0.00	154.95
Check Total:				309.88
Check No: 48468	Check Date: 10/27/2014			
Vendor: D3012	DataProse, Inc.			
DP1402554	09/14 Postage 10 Day Notices	09/30/2014 09/14 Postage 10 Day Noti	0.00	444.09
DP1402554	09/14 Print/Insert 10 Day Notices	09/30/2014 09/14 Postage 10 Day Noti	0.00	294.09
Check Total:				738.18
Check No: 48469	Check Date: 10/27/2014			
Vendor: G0036	GCS Environmental Equipment Servic			
10470	B34054 10/14 Sanitation Unit 88 Brooms	10/01/2014 B34054 10/14 Sanitation U	0.00	679.68
Check Total:				679.68
Check No: 48470	Check Date: 10/27/2014			
Vendor: F0019	FedEx			
2-801-3297	A61646 09/14 PD Shipment 805508334266	10/03/2014 A61646 09/14 PD Shipping	0.00	31.34
2-816-2428	A61651 10/14 PD Shipment 805508334233	10/17/2014 A61651 10/14 PD Shipping	0.00	65.29
2-802-1085	A61566 09/14 WWP Shipment 842541885172	10/03/2014 A61566 09/14 WWP Shipping	0.00	171.95
2-816-2428	A61651 10/14 PD Shipment 805508334222	10/17/2014 A61651 10/14 PD Shipping	0.00	31.34
2-801-3297	A61646 09/14 PD Shipment 805508334244	10/03/2014 A61646 09/14 PD Shipping	0.00	37.11
Check Total:				337.03
Check No: 48471	Check Date: 10/27/2014			
Vendor: F0065	Bart Fielder			
1118	B34147 10/14 UB Computer Consulting	10/17/2014 B34147 10/14 Computer Con	0.00	793.60
1118	B34147 10/14 Admin Computer Consulting	10/17/2014 B34147 10/14 Computer Con	0.00	1,766.40
1117	A61702 10/14 FD Install Outlook Program	10/15/2014 A61702 10/14 FD Install O	0.00	219.78
1118	B34147 10/14 CCC SC Internet Services	10/17/2014 B34147 10/14 Computer Con	0.00	70.99
Check Total:				2,850.77
Check No: 48472	Check Date: 10/27/2014			
Vendor: F1362	First Bankcard			
TR9256-REG	10/20/14-10/24/14 REGI SYoung SWAT	09/17/2014 Statement Closing Date of	0.00	312.00
TR9257-REG	12/01/14-12/03/14 REGI SYoung Warrants	09/17/2014 Statement Closing Date of	0.00	244.00
8692033-65	B34169 09/14 PD Picture Frames	09/18/2014 Statement Closing Date of	0.00	124.84
3503079	B34169 10/14 PD Tactical Soft Armor	10/02/2014 Statement Closing Date of	0.00	280.49
7315	B34169 10/14 PD Gun Cabinet	10/08/2014 Statement Closing Date of	0.00	128.79
SAS-16SEP2	B34169 09/14 PD Canopy Embroideried	09/16/2014 Statement Closing Date of	0.00	81.17
Check Total:				1,171.29
Check No: 48473	Check Date: 10/27/2014			
Vendor: F1363	First Bankcard			
1367304689	A61701 10/14 FD Open House Supplies	10/08/2014 Statement Closing Date of	0.00	13.12
1367303646	A61701 10/14 FD Open House Supplies	10/08/2014 Statement Closing Date of	0.00	2.16

				Check Total:	<u>Void Checks</u>	<u>Check Amount</u>
						15.28
Check No:	48474	Check Date:	10/27/2014			
Vendor:	F1365	First Bankcard				
TR8950-REG	11/03/14-11/05/14 REGI DGabriel Fire 2B		09/11/2014 Statement Closing Date of	0.00	266.00	
TR8947-REG	11/17/14-11/18/14 REGI DGabriel Fire 2C		09/11/2014 Statement Closing Date of	0.00	208.00	
TR8948-REG	12/01/14-12/04/14 REGI DGabriel Fire 2D		09/11/2014 Statement Closing Date of	0.00	325.00	
TR8949-REG	10/27/14-10/28/14 REGI DGabriel Fire 2A		09/11/2014 Statement Closing Date of	0.00	208.00	
				Check Total:		1,007.00
Check No:	48475	Check Date:	10/27/2014			
Vendor:	F1341	First Bankcard Center				
5370836	B34144 Public Notary Course VDelToro		09/16/2014 Statement Closing Date of	0.00	550.21	
5370832	B34144 Public Notary Renewal SJensen		09/16/2014 Statement Closing Date of	0.00	521.06	
				Check Total:		1,071.27
Check No:	48476	Check Date:	10/27/2014			
Vendor:	F1364	First Bankcard Center				
AVG-07OCT2	A61567 10/14 WP AVG Antivirus Renewal		10/07/2014 Statement Closing Date of	0.00	54.99	
HUG-18SEP2	B33189 10/14 WP Hughesnet Internet Svcs		09/18/2014 Statement Closing Date of	0.00	49.99	
				Check Total:		104.98
Check No:	48477	Check Date:	10/27/2014			
Vendor:	F1400	First Bankcard Center				
ADO-05SEP2	A61567 09/14 WP Adobe Software		09/15/2014 Statement Closing Date of	0.00	19.99	
				Check Total:		19.99
Check No:	48478	Check Date:	10/27/2014			
Vendor:	F0229	Fresno County Auditor-Controll				
FRE-30SEP2	A61633 08/14 PD Parking Citation Revenue		09/30/2014 A61633 08/14 PD Parking C	0.00	62.50	
				Check Total:		62.50
Check No:	48479	Check Date:	10/27/2014			
Vendor:	F0222	Fresno County Treasurer				
SO11928	A61634 09/14 PD RMS/JMS/CAD Fees		10/01/2014 A61634 09/14 PD RMS/JMS/C	0.00	329.34	
				Check Total:		329.34
Check No:	48480	Check Date:	10/27/2014			
Vendor:	G0076	GE Capital				
81511638	B33810 2007 Fire Engine Interest Payment		10/08/2014 B33810 2007 Fire Engine I	0.00	468.75	
81511638	B33810 2007 Fire Engine Prinicipal Paymen		10/08/2014 B33810 2007 Fire Engine P	0.00	1,574.15	
				Check Total:		2,042.90
Check No:	48481	Check Date:	10/27/2014			
Vendor:	K0041	Keller Ford				
50028436	A61428 09/14 PD Unit C30 Gas Shocks		09/30/2014 A61428 09/14 PD Unit C30	0.00	53.32	
50028436	A61428 09/14 PD Unit C30 Pump Asy		09/30/2014 A61428 09/14 PD Unit C30	0.00	33.54	
				Check Total:		86.86
Check No:	48482	Check Date:	10/27/2014			
Vendor:	K0045	Kidstar Safety				
14193	A61648 10/14 PD Child Fingerprint Kits		10/08/2014 A61648 10/14 PD Child Fin	0.00	185.00	
				Check Total:		185.00
Check No:	48483	Check Date:	10/27/2014			
Vendor:	L0055	Larry Miller				
206	A61661 Palmer Reservoir Engineering Svcs		10/04/2014 A61661 Palmer Reservoir E	0.00	210.00	
				Check Total:		210.00
Check No:	48484	Check Date:	10/27/2014			
Vendor:	M3105	Glenn E. Mitchell				
9	09/14 Video Production Services		09/24/2014 09/14 Video Production Se	0.00	400.00	
				Check Total:		400.00
Check No:	48485	Check Date:	10/27/2014			
Vendor:	M0500	Moreno's Plumbing				
001295	A61657 RDA 148 W Elm Plumbing Repairs		10/01/2014 A61657 RDA 148 W Elm Plum	0.00	156.87	
001319	A51751 10/14 PD Plumbing Repairs		10/09/2014 A51751 10/14 PD Plumbing	0.00	133.75	
				Check Total:		290.62
Check No:	48486	Check Date:	10/27/2014			
Vendor:	M0068	Municipal Code Corporation				
00247808	B34145 10/14-09/15 Admin Internet Fee		10/08/2014 B34145 10/14-09/15 Admin	0.00	325.00	
00247808	B34145 10/14-09/15 Council Internet Fee		10/08/2014 B34145 10/14-09/15 Counci	0.00	325.00	

				<u>Void Checks</u>	<u>Check Amount</u>
Check Total:					650.00
Check No: 48487	Check Date: 10/27/2014				
Vendor: S0133	Shell Energy North American (US), LP				
2542137	September 2014 Gas Purchase	10/16/2014	September 2014 Gas Purcha	0.00	24,732.55
Check Total:					24,732.55
Check No: 48488	Check Date: 10/27/2014				
Vendor: O0032	O'Reilly Automotive, Inc.				
4316-15366	A61427 09/14 SC Oil Filter	09/29/2014	A61427 09/14 SC Oil Filte	0.00	7.46
4316-15362	A61427 09/14 SC Fuel Filter	09/29/2014	A61427 09/14 SC Fuel Filte	0.00	7.99
4316-15322	A61427 09/14 SC Air Filters	09/24/2014	A61427 09/14 SC Air Filte	0.00	109.61
4316-15339	A61427 09/14 SC Shop Supplies	09/26/2014	A61427 09/14 SC Shop Supp	0.00	174.98
4316-15330	A61427 09/14 SC Shop Supplies	09/25/2014	A61427 09/14 SC Drain Coc	0.00	19.51
4316-15375	A61426 10/14 SC Shop Stock Filters	10/01/2014	A61426 10/14 SC Shop Stoc	0.00	227.75
4316-15368	A61426 09/14 PD Unit C21 Disc Brake Pads	09/30/2014	A61426 09/14 PD Unit C21	0.00	56.96
4316-15361	A61426 09/14 FD Unit 7230 Filters	09/29/2014	A61426 09/14 FD Unit 7230	0.00	132.58
4316-15367	B34051 09/14 SC Shop Filter Stock	09/30/2014	B34051 09/14 SC Shop Filt	0.00	641.04
4316-15338	A61427 09/14 SC Wiper Blades	09/26/2014	A61427 09/14 SC Wiper Bla	0.00	122.08
Check Total:					1,499.96
Check No: 48489	Check Date: 10/27/2014				
Vendor: P0434	Pitney Bowes, Inc.				
746822	07/14-09/14 FIN Postage Meter Rental	10/03/2014	07/14-09/14 FIN Postage M	0.00	283.01
Check Total:					283.01
Check No: 48490	Check Date: 10/27/2014				
Vendor: M0086	Metropolitan Planning Group, Inc.				
1756	B34125 Zoning Ordinance Consulting Svcs	10/01/2014	B34125 Zoning Ordinance C	0.00	720.00
Check Total:					720.00
Check No: 48491	Check Date: 10/27/2014				
Vendor: P0011	Jaroth, Inc. dba PTS				
690334	A61652 09/14 PD Public Pay Phone Fees	10/16/2014	A61652 09/14 PD Public Pa	0.00	100.00
Check Total:					100.00
Check No: 48492	Check Date: 10/27/2014				
Vendor: Q0435	Quad Knopf Inc.				
76784	B34140 Geographical Information System	08/08/2014	B34140 Geographical Infor	0.00	1,417.50
76784	B34140 Geographical Information System	08/08/2014	B34140 Geographical Infor	0.00	1,417.50
Check Total:					2,835.00
Check No: 48493	Check Date: 10/27/2014				
Vendor: R0084	R. J. Berry Jr. Inc				
3	B33865 Forest Ave 3rd to 5th Bill 3	09/30/2014	B33865 Forest Ave 3rd to	0.00	282,139.00
3	B33865 Forest Ave 3rd to 5th Retention	09/30/2014	B33865 Forest Ave 3rd to	0.00	-14,106.95
Check Total:					268,032.05
Check No: 48494	Check Date: 10/27/2014				
Vendor: R0075	Rene Ramirez				
007835	A61656 10/14 Bldg Breakroom Supplies	10/10/2014	A61656 10/14 Bldg Breakr	0.00	15.27
007835	A61656 10/14 City Hall Breakroom Sup	10/10/2014	A61656 10/14 City Hall B	0.00	15.27
007835	A61656 10/14 RDA Breakroom Supplies	10/10/2014	A61656 10/14 RDA Breakro	0.00	15.27
007835	A61656 10/14 HR Breakroom Supplies	10/10/2014	A61656 10/14 HR Breakroom	0.00	15.27
007835	A61656 10/14 FIN Breakroom Supplies	10/10/2014	A61656 10/14 FIN Breakro	0.00	15.27
007835	A61656 10/14 Admin Breakroom Supplies	10/10/2014	A61656 10/14 Admin Breakr	0.00	15.27
007835	A61656 10/14 Planning Breakroom Supplies	10/10/2014	A61656 10/14 Planning Bre	0.00	15.27
007835	A61656 10/14 Council Breakroom Supplies	10/10/2014	A61656 10/14 Council Brea	0.00	15.28
007835	A61656 10/14 CE Breakroom Supplies	10/10/2014	A61656 10/14 CE Breakroom	0.00	15.27
Check Total:					137.44
Check No: 48495	Check Date: 10/27/2014				
Vendor: S0153	Yuri Santiago				
SAN-16OCT2	A61690 Temp Use Permit Fee Refund	10/16/2014	A61690 Temp Use Permit Fe	0.00	150.00
Check Total:					150.00
Check No: 48496	Check Date: 10/27/2014				
Vendor: S0450	Save Mart Supermarkets				
76012	A61654 09/14 Council Breakroom Supplies	09/29/2014	A61654 09/14 Council Brea	0.00	7.86
246	A61636 10/14 PD Breakroom Drinks	10/04/2014	A61636 10/14 PD Breakroom	0.00	34.23
20	A61628 09/14 PD Prisoner Food	09/25/2014	A61628 09/14 PD Prisoner	0.00	60.00
76012	A61654 09/14 Admin Breakroom Supplies	09/29/2014	A61654 09/14 Admin Breakr	0.00	7.86

				<u>Void Checks</u>	<u>Check Amount</u>
Check Total:					109.95
Check No: 48497	Check Date: 10/27/2014				
Vendor: S0154	SERVPRO of Visalia				
4149710	B34203 10/14 FD Water Damage Restoration	10/08/2014 B34203	10/14 FD Water Dam	0.00	921.47
Check Total:					921.47
Check No: 48498	Check Date: 10/27/2014				
Vendor: T0482	Telstar Instruments, Inc.				
79342	B34222 09/14 WP Effluent Pump 6 Repairs	09/30/2014 B34222	09/14 WP Effluent	0.00	565.00
79051	B34228 08/14 S Tank Level & SCADA Maint	08/29/2014 B34228	08/14 S Tank Level	0.00	1,942.40
79050	B34228 Bridge Sludge Collector Repairs	08/29/2014 B34228	Bridge Sludge Coll	0.00	1,393.18
79252	A61269 09/14 WP Analyzer Cleaning Sup	09/26/2014 A61269	09/14 WP Analyzer	0.00	231.30
Check Total:					4,131.88
Check No: 48499	Check Date: 10/27/2014				
Vendor: T0798	Thomson West				
830461271	A61642 09/14 PD Clear Plus Web Analytics	10/01/2014 A61642	09/14 PD Clear Plu	0.00	247.74
Check Total:					247.74
Check No: 48500	Check Date: 10/27/2014				
Vendor: C0030	Marissa Trejo				
TR8437-MIL	10/07/14 MILEAGE Vasquez Deposition	10/27/2014 10/07/14	MILEAGE Vasquez	0.00	43.89
TR8437-MEA	10/07/14 MEAL Vasquez Deposition	10/27/2014 10/07/14	MEAL Vasquez Dep	0.00	10.00
Check Total:					53.89
Check No: 48501	Check Date: 10/27/2014				
Vendor: T0038	Tri-City Engineering				
2373-09	B34146 Palmer Ave Reservoir Final Bill	09/16/2014 B34146	Palmer Ave Reservo	0.00	959.00
Check Total:					959.00
Check No: 48502	Check Date: 10/27/2014				
Vendor: U0776	UPS				
0000999641	A61752 07/14 CCC Shipping Charges	08/02/2014 A61752	07/14 CCC Shipping	0.00	20.41
Check Total:					20.41
Check No: 48503	Check Date: 10/27/2014				
Vendor: V3406	Verizon Wireless Services, LLC				
9732299436	09/14 PD Wireless Aircard Services	09/19/2014 09/14	PD Wireless Aircard	0.00	38.01
Check Total:					38.01
Check No: 48504	Check Date: 10/27/2014				
Vendor: W0512	West Hills Machine Shop, Inc.				
039794	A61562 09/14 WP Rebar	09/22/2014 A61562	09/14 WP Rebar	0.00	22.19
Check Total:					22.19
Check No: 48505	Check Date: 10/27/2014				
Vendor: W0520	Westside Supply				
1512	A61622 09/14 PD Carbon Dioxide	09/17/2014 A61622	09/14 PD Carbon Di	0.00	84.09
P093014	A59721 09/14 PW Landscaping Supplies	09/30/2014 A59721	09/14 PW Cylinder	0.00	27.50
W093014	A61048 09/14 WP Cylinder Rental Fee	09/30/2014 A61048	09/14 WP Cylinder	0.00	11.00
1464	A59721 09/14 PW Landscaping Supplies	09/09/2014 A59721	09/14 PW Landscapi	0.00	71.99
1398	A59721 09/14 PW Operating Supplies	09/02/2014 A59721	09/14 PW Operating	0.00	211.61
1369	A61048 09/14 WP Operating Supplies	09/01/2014 A61048	09/14 WP Operating	0.00	94.81
S093014	A61435 09/14 SC Cylinder Rental Fee	09/30/2014 A61435	09/14 SC Cylinder	0.00	16.50
W073114	A61048 07/14 WP Cylinder Rental Fee	07/31/2014 A61048	07/14 WP Cylinder	0.00	11.00
Check Total:					528.50
Check No: 48506	Check Date: 10/27/2014				
Vendor: W1579	Wittman Enterprises, LLC				
140908	B33848 09/14 AMB Billing Contract	10/02/2014 B33848	09/14 AMB Billing	0.00	4,171.00
Check Total:					4,171.00
Date Totals:				0.00	356,359.75
Check No: 48507	Check Date: 10/30/2014				
Vendor: F0083	5-11, Inc.				
27461	A61638 10/14 PD Rapid Assault Shirt ADia	10/07/2014 A61638	10/14 PD Rapid Ass	0.00	67.09
Check Total:					67.09
Check No: 48508	Check Date: 10/30/2014				
Vendor: A2831	Avaya Inc.				
2733242628	08/14-11/27/14 Admin Merlin Phone Sys	09/14/2014 08/14-11/27/14	Admin Merl	0.00	1,465.18

				<u>Void Checks</u>	<u>Check Amount</u>
2733242628	08/14-11/27/14 Transit Merlin Phone Sys	09/14/2014	08/14-11/27/14 Transit Me	0.00	29.80
2733243833	09/13/14-12/12/14 FD Merlin Phone System	09/14/2014	09/13/14-12/12/14 FD Merl	0.00	334.44
Check Total:					1,829.42
Check No: 48509	Check Date: 10/30/2014				
Vendor: B0109	Blais & Associates				
09-2014-CA	B34109 Sustainable Transportation Grant	10/13/2014	B34109 Sustainable Transp	0.00	1,290.89
Check Total:					1,290.89
Check No: 48510	Check Date: 10/30/2014				
Vendor: B3240	Blue Valley Automotive				
220535	A61436 10/14 SC Shop Supplies	10/20/2014	A61436 10/14 SC Shop Supp	0.00	43.70
220347	A61436 10/14 WP Vehicle Maint Supplies	09/29/2014	A61436 10/14 WP Vehicle	0.00	61.44
Check Total:					105.14
Check No: 48511	Check Date: 10/30/2014				
Vendor: B1176	Dan Bonilla				
2555935	A61555 10/14 WP Construction Material	10/05/2014	A61555 10/14 WP Construct	0.00	111.30
Check Total:					111.30
Check No: 48512	Check Date: 10/30/2014				
Vendor: B0081	Tim Braly				
712364	B34162 09/14 PD S & W 38 Special RWagner	09/18/2014	B34162 09/14 PD S & W 38	0.00	611.43
712363	B34161 09/14 PD Colt 45 Pistol SIngham	09/18/2014	B34161 09/14 PD Colt 45 P	0.00	1,200.00
712362	B34163 09/14 PD Gun Safe ADiaz	09/18/2014	B34163 09/14 PD Gun Safe	0.00	1,130.95
Check Total:					2,942.38
Check No: 48513	Check Date: 10/30/2014				
Vendor: B0153	BSK Analytical Laboratories				
A421837	B34223 10/14 WWP Lab Testing	10/07/2014	B34223 10/14 WWP Lab Test	0.00	270.00
A421305	B34223 10/14 WWP Lab Testing	10/01/2014	B34223 10/14 WWP Lab Test	0.00	72.00
A421591	B34223 10/14 WP Lab Testing	10/03/2014	B34223 10/14 WP Lab Testi	0.00	95.60
A421303	B34223 10/14 WP Lab Testing	10/01/2014	B34223 10/14 WP Lab Testi	0.00	16.30
A421836	B34223 10/14 WWP Lab Testing	10/07/2014	B34223 10/14 WWP Lab Test	0.00	72.00
A421586	B34223 10/14 WP Lab Testing	10/03/2014	B34223 10/14 WP Lab Testi	0.00	954.00
Check Total:					1,479.90
Check No: 48514	Check Date: 10/30/2014				
Vendor: C1310	Efrain Castaneda				
CAS-08OCT2	A61485 10/14 Transit Reimb DMV Physical	10/08/2014	A61485 10/14 Transit Reim	0.00	125.00
Check Total:					125.00
Check No: 48515	Check Date: 10/30/2014				
Vendor: C0215	Central Valley Toxicology, Inc				
228125	A61641 08/14 PD Drug Testing Cs 14-00021	08/26/2014	A61641 08/14 PD Drug Test	0.00	78.00
228126	A61641 08/14 PD Drug Testing Cs 14-2216	08/26/2014	A61641 08/14 PD Drug Test	0.00	78.00
Check Total:					156.00
Check No: 48516	Check Date: 10/30/2014				
Vendor: C0125	Coalinga Regional				
215505	A61750 10/14 PD Lab Testing	10/11/2014	A61750 10/14 PD Lab Testi	0.00	30.00
236122	A61643 10/14 PD Lab Testing Cs 14-2869	10/04/2014	A61643 10/14 PD Lab Testi	0.00	30.00
Check Total:					60.00
Check No: 48517	Check Date: 10/30/2014				
Vendor: D0202	Denny's, Inc.				
32675	A61549 10/14 AMB Run Meals	10/06/2014	A61549 10/14 AMB Run Meal	0.00	23.49
Check Total:					23.49
Check No: 48518	Check Date: 10/30/2014				
Vendor: D1933	Department of Justice				
062541	B34168 09/14 PD Blood Alcohol Anaylsis	10/06/2014	B34168 09/14 PD Blood Alc	0.00	105.00
057650	B34168 09/14 PD Fingerprints	10/03/2014	B34168 09/14 PD Fingerpri	0.00	817.00
Check Total:					922.00
Check No: 48519	Check Date: 10/30/2014				
Vendor: F0097	Fire Smart Promotions				
101501	B34204 09/14 FD Open House Supplies	09/26/2014	B34204 09/14 FD Open Hous	0.00	535.00
Check Total:					535.00
Check No: 48520	Check Date: 10/30/2014				
Vendor: G0010	Dwayne Gabriel				
13039236	A61546 10/14 FD Open House Refreshments	10/07/2014	A61546 10/14 FD Open Hous	0.00	41.94

				Check Total:	<u>Void Checks</u>	<u>Check Amount</u>
						41.94
Check No:	48521	Check Date:	10/30/2014			
Vendor:	G0611	Garza's A/C & Heating, Inc.				
18588	A61645	10/14 PD A/C Repairs	10/02/2014 A61645	10/14 PD A/C Repai	0.00	175.00
				Check Total:		175.00
Check No:	48522	Check Date:	10/30/2014			
Vendor:	G0372	Grainger				
9557626943	A61554	10/14 WP Eye Wash Dust Covers	10/01/2014 A61554	10/14 WP Eye Wash	0.00	83.25
				Check Total:		83.25
Check No:	48523	Check Date:	10/30/2014			
Vendor:	H2528	Hill Brothers Chemical Company				
07003216	B33754	10/14 WP Aqueous Ammonia	10/09/2014 B33754	10/14 WP Aqueous A	0.00	5,423.30
				Check Total:		5,423.30
Check No:	48524	Check Date:	10/30/2014			
Vendor:	H0599	HR Electric				
HRE-14OCT2	A61561	WP Install Visser Valve Heaters	10/14/2014 A61561	WP Install Visser	0.00	75.00
HRE-10OCT2	A61559	10/14 WP Visser Valve Repairs	10/10/2014 A61559	10/14 WP Visser Va	0.00	112.50
				Check Total:		187.50
Check No:	48525	Check Date:	10/30/2014			
Vendor:	J0037	Erika Jacobo				
3T48NQ4TZN	A61573	10/14 WWP Reimb Safety Boots	10/15/2014 A61573	10/14 WWP Reimb Sa	0.00	147.55
489443	A61574	10/14 WP Reimb Grade 2 Exam Fee	10/01/2014 A61574	10/14 WP Reimb Gra	0.00	65.00
				Check Total:		212.55
Check No:	48526	Check Date:	10/30/2014			
Vendor:	J3046	The Ed Jones Co., Inc.				
30206	B34167	10/14 PD Officer Badges	10/07/2014 B34167	10/14 PD Officer B	0.00	769.58
				Check Total:		769.58
Check No:	48527	Check Date:	10/30/2014			
Vendor:	K0330	Keller Motors				
5026208	A61431	10/14 PD Unit 236 Rotors	10/03/2014 A61431	10/14 PD Unit 236	0.00	219.73
5026208	A61431	10/14 PD Unit 236 Pad Kit	10/03/2014 A61431	10/14 PD Unit 236	0.00	108.36
				Check Total:		328.09
Check No:	48528	Check Date:	10/30/2014			
Vendor:	L0259	Landon Investment Co., Inc.				
6035	A61550	10/14 AMB Run Meals	10/02/2014 A61550	10/14 AMB Run Meal	0.00	30.78
6049	A61550	10/14 AMB Run Meals	10/10/2014 A61550	10/14 AMB Run Meal	0.00	18.47
6048	A61550	10/14 AMB Run Meals	10/01/2014 A61550	10/14 AMB Run Meal	0.00	30.24
				Check Total:		79.49
Check No:	48529	Check Date:	10/30/2014			
Vendor:	S3216	Lozano Smith, LLP				
25130	09/14	Legal Services as City Attorney	09/30/2014 09/14	Legal Services as C	0.00	1,008.00
25130	09/14	Legal Services as City Attorney	09/30/2014 09/14	Legal Services as C	0.00	28.00
25127	09/14	Legal Services as City Attorney	09/30/2014 09/14	Legal Services as C	0.00	375.00
25126	09/14	Legal Services as City Attorney	09/30/2014 09/14	Legal Services as C	0.00	289.33
25128	09/14	Legal Services as City Attorney	09/30/2014 09/14	Legal Services as C	0.00	70.00
25129	09/14	Legal Services as City Attorney	09/30/2014 09/14	Legal Services as C	0.00	1,087.50
25131	09/14	Legal Services as City Attorney	09/30/2014 09/14	Legal Services as C	0.00	828.07
25130	09/14	Legal Services as City Attorney	09/30/2014 09/14	Legal Services as C	0.00	28.00
25132	09/14	CCC Legal Services	09/30/2014 09/14	CCC Legal Services	0.00	56.00
25126	09/14	Legal Services as City Attorney	09/30/2014 09/14	Legal Services as C	0.00	12,668.49
				Check Total:		16,438.39
Check No:	48530	Check Date:	10/30/2014			
Vendor:	M0754	Mid Valley Disposal, Inc.				
MID-SEP201	September 2014	Separate Billing Franchis	09/30/2014 September 2014	Sanitation	0.00	-712.50
151105	B34055	09/14 Sanitation Waste Disposal	09/24/2014 B34055	09/14 Sanitation W	0.00	602.82
MID-SEPT20	September 2014	Sanitation Contract	09/30/2014 September 2014	Sanitation	0.00	121,473.99
MID-SEP201	September 2014	Franchise Fee-Sanitation	09/30/2014 September 2014	Sanitation	0.00	-18,221.10
				Check Total:		103,143.21
Check No:	48531	Check Date:	10/30/2014			
Vendor:	O2826	Office Depot				
7333344970	10/14	SC Office Supplies	10/03/2014 10/14	SC Office Supplies	0.00	89.60

				<u>Void Checks</u>	<u>Check Amount</u>
Check Total:					89.60
Check No: 48532	Check Date: 10/30/2014				
Vendor: P0410	PG & E				
7961129133	10/14 CCC Electric Bill	10/17/2014	10/14 CCC Electric Bill	0.00	1,590.37
Check Total:					1,590.37
Check No: 48533	Check Date: 10/30/2014				
Vendor: R0087	Romo's Towing Service				
48135	A61749 PD Vehicle Tow License 7BVX003	10/16/2014	A61749 PD Vehicle Tow Lic	0.00	150.00
Check Total:					150.00
Check No: 48534	Check Date: 10/30/2014				
Vendor: T0798	Thomson West				
830503713	A61664 09/14 Council CA Code Books	10/04/2014	A61664 09/14 Council CA C	0.00	76.31
830503713	A61664 09/14 Admin CA Code Books	10/04/2014	A61664 09/14 Admin CA Cod	0.00	76.30
Check Total:					152.61
Check No: 48535	Check Date: 10/30/2014				
Vendor: T0038	Tri-City Engineering				
2364-01	B34110 Warthan Place Apts Plans Phase 1	10/21/2014	B34110 Warthan Place Apts	0.00	1,770.00
Check Total:					1,770.00
Check No: 48536	Check Date: 10/30/2014				
Vendor: W0511	West Hills Oil, Inc.				
45115	10/14 900 MTR RDR/FIN/UTIL Fuel	10/15/2014	10/14 900 MTR RDR/FIN/UTI	0.00	309.06
45113	B34170 10/14 300 PD Fuel	10/15/2014	B34170 10/14 300 PD Fuel	0.00	3,273.51
45112	10/14 201 CE Fuel	10/15/2014	10/14 201 CE Fuel	0.00	125.11
45112	10/14 201 Bldg Official Fuel	10/15/2014	10/14 201 Bldg Official F	0.00	125.11
45112	10/14 201 Admin Fuel	10/15/2014	10/14 201 Admin Fuel	0.00	131.80
45117	10/14 7001 Street Sweeping Fuel	10/15/2014	10/14 7001 Street Sweepin	0.00	569.83
45117	10/14 7001 SC Fuel	10/15/2014	10/14 7001 SC Fuel	0.00	115.20
45116	10/14 6070 PW Fuel	10/15/2014	10/14 6070 PW Fuel	0.00	382.71
Check Total:					5,032.33
Check No: 48537	Check Date: 10/30/2014				
Vendor: V0009	Virgil Blankenship				
402805	A61579 10/14 WWP Reimb Grade 1 Books	10/30/2014	A61579 10/14 WWP Reimb Gr	0.00	117.68
Check Total:					117.68
Date Totals:				0.00	145,432.50
Report Total:				0.00	867,445.44

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

Subject: Monthly Treasurer's Report - October 2014
Meeting Date: December 18, 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_10-31-2014.xlsx	Monthly Treasurer's Report-October 2014

City of Coalinga
Fund Balances
October 31, 2014

Fund #	Fund Name	Beg. Balance 7-1-2014	Revenue	Expenses	End. Balance 10-31-2014	Subtotal for Category
Governmental Activities						
101	General Fund	-	1,328,480	(2,324,656)	(996,176)	
140	General Capital Projects Fund	2,034,817	1,705	(726,571)	1,309,951	313,775
<i>Transportation Funds:</i>						
107	Gas Tax Fund	442,594	127,173	(119,763)	450,004	
109	Trans. Development Act Fund	73,323			73,323	
110	LTF - Article VIII Fund	254,456	68,216		322,672	
125	Measure C - Street Maintenace	313,281	84,698		397,979	
126	Measure C - ADA Compliance	24,082	2,908	(1,231)	25,759	
127	Measure C - Flexible Funding	856,437	95,274		951,711	
128	Prop 1B Local Streets & Roads	-		-	-	2,221,447
<i>Police Asset Forfeiture</i>						
103	PD FED Forfeiture Fund	27,573	25,200	(11,955)	40,817	
105	Cops Grant Fund	28,354	16,230		44,584	
106	JAG Grant - Police Department	565		(114)	451	
116	PD Forfeiture/Unclaimed Fund	57,747	6,456	(933)	63,270	149,123
<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.	1,644,661	970,198	(1,143,475)	1,471,384	
Claremont Custody Center General Operations						
453	Fund	(2,866,422)		(21,942)	(2,888,364)	
506	Transit System	(14,916)	11,613	(80,330)	(83,634)	
851	EDA Community Bldg. Rentals	133,466	22,244	(6,188)	149,522	
802	RDA 2009 Bonds	1			1	
852	EDA Revolving Loan Fund	428,633	49		428,681	(822,364)

Prepared by Olga Keough

City of Coalinga
Fund Balances
October 31, 2014

Business-Type Activities - Enterprise Funds				
501 Water Enterprise Fund	4,744,419	1,520,735	(1,138,082)	5,127,071
502 Gas Enterprise Fund	2,736,583	265,671	(248,807)	2,753,446
503 Sewer Enterprise Fund	6,977,182	352,951	(205,036)	7,125,096
504 Sanitation Enterprise Fund	(51,295)	527,769	(406,982)	69,492
651 Ent. Internal Service Fund	(268,107)	67,128	(150,474)	(351,453)
				<u>14,723,652</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	400	(2,246)	108,531
950 Payroll Trust & Agency Fund	12,221			12,221
820 Redevelopment Obligation Retirement Fund	(4,448,816)	181,805	(1,280,229)	(5,547,240)
				<u>(5,375,836)</u>
Total	\$ 13,457,609	\$ 5,677,024	\$ (8,045,746)	\$ 11,088,887

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

Subject: Community Water Use Update – October 2014
Meeting Date: December 18, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

No recommendation.

The monthly update on water use by the community is attached. For October, the City took delivery of 423 acre-feet bringing the total for Water Year 14/15 to 3,121 acre-feet. City water customers continue to do a very good job at water conservation and during October water consumption was down 3.8% compared to last October. Overall for Water Year 14/15 our water conservation efforts have achieved a 15.9 % reduction.

Harris Feed Lot reduced their use to 6 acre-feet during October, which brings their total use for the Water Year to 282 acre-feet. During October, Harris Feed Lot signed off on a transfer of water to the City that will replace all of the water delivered to them during Water Year 14/15 or up to 500 acre-feet.

Overall, the water supplied by the USBR during Water Year 14/15 has reached 3,403 acre-feet. As a reminder, last month 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:

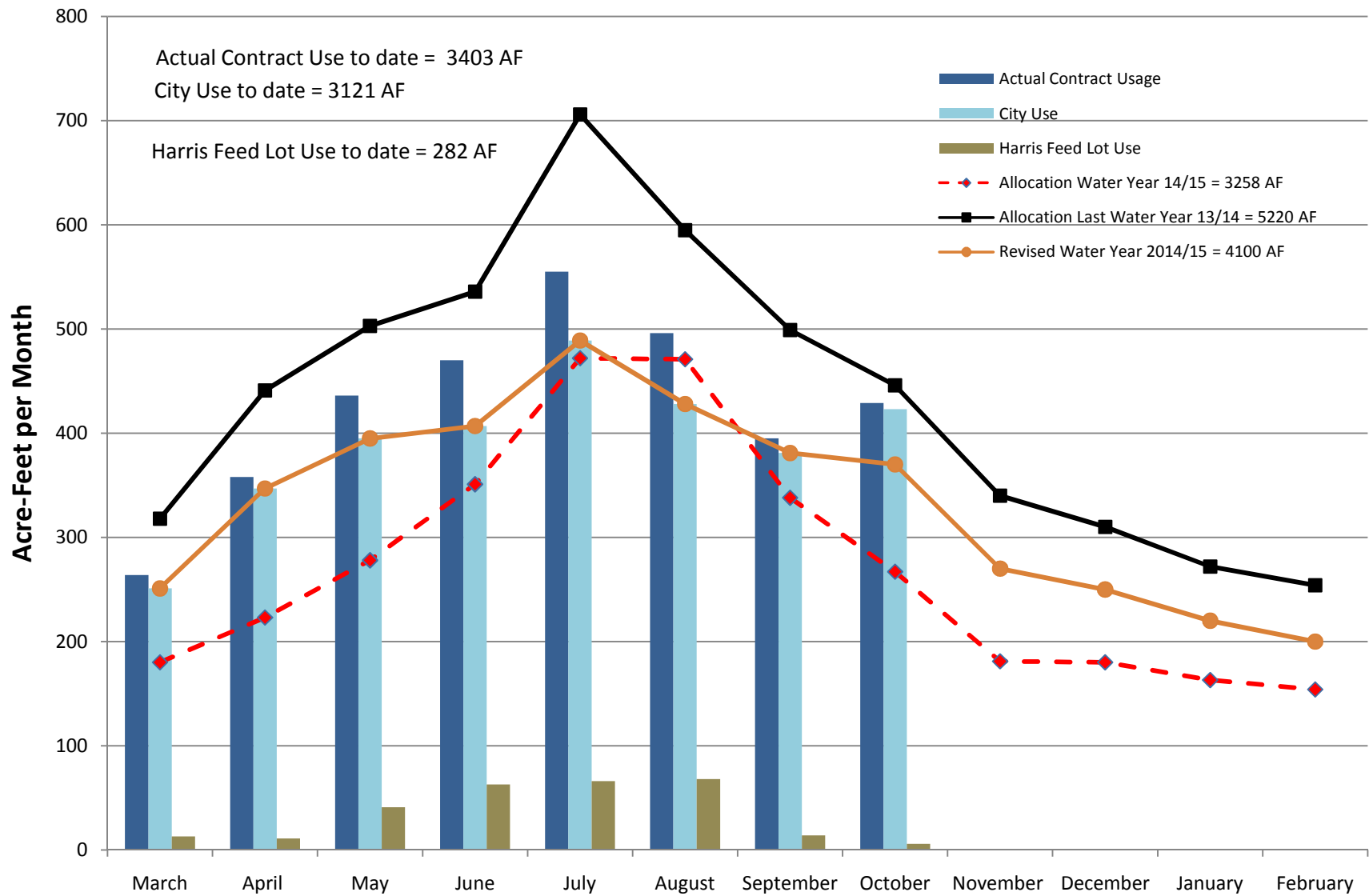
IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
 Water_Use_Thru_October.pdf	October Water Use Chart

Coalinga Water Use - Water Year 2014-15



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

Subject: Adopt Resolution 3664 Compensation and Reimbursement Practice for the Members of the Coalinga Fire Department and the City when Participating in Mutual Aid Activities

Meeting Date: December 18, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Steve Henry, Fire Chief

I. RECOMMENDATION:

It is recommended that the City Council adopt Resolution 3664, a resolution that will outline the compensation and reimbursement practice for the members of the Coalinga Fire Department and the City when participating in mutual aid activities for the State of California and Federal Fire Agencies.

II. BACKGROUND:

The Coalinga Fire Department has a rich and storied history of community service. The firefighters not only serve their community, they also serve the State of California when severe fires are threatening other towns, forests and lands up and down the state. The Coalinga Fire Department maintains a properly trained crew of firefighters and has properly equipped fire apparatus to respond on a statewide basis when the call for help is received. The Coalinga Fire Department is included as part of a response plan of the Fresno County Operational Area that participates under the "Agreement for Local Fire and Emergency Assistance to the State of California and Federal Fire Agencies", otherwise known as the "California Fire Assistance Agreement" that provides equipment and personnel as needed. The Coalinga Firefighters receive hourly compensation paid by Cal OES (paid through the City) from the time they are dispatched to the time they return back to the station (portal to portal). In practice, Cal OES and the City verify and approve the compensation/reimbursement to be paid, and then the reimbursement invoice is processed. Once the amount is approved, the City pays the firefighters the approved compensation, and the City is fully reimbursed from Cal OES.

III. DISCUSSION:

The Coalinga Fire Department has been participating in statewide mutual aid fire protection assignments for years, attending some of the most devastating and costly fires in California history. The assignments typically consist of providing structure protection, wildland fire suppression, hand-line construction and mop-up. The fires are generally located in what is called State Responsibility Areas (SRA) and Federal Responsibility Areas (FRA). In recent years we have seen a steady increase in fire activity and participation levels by local government fire departments across the state. Recently, due to the devastating and costly fires of 2013 and now continuing into 2014, the Federal Fire Agencies want to see the enabling documentation from the Governing Council that clearly delineates how firefighters are compensated when responding to mutual aid activities for State and Federal fire agencies, hence the request for the attached resolution. The resolution is a formal document to explain that the Coalinga Firefighters are paid at the hourly rate as provided on the salary survey submitted to Cal OES and that they are paid portal to portal (time of dispatch to time of return home) in response to incidents outside of our primary jurisdiction. The resolution will be kept on file with Cal OES to maintain a clear and concise interpretation of the paid rate and reimbursement practice for the Coalinga Firefighters as applied within the terms and conditions of the California Fire Assistance Agreement.

IV. ALTERNATIVES:

Not enter into an agreement and continue the fire department’s involvement in mutual aid assuming travel costs. Staff does not recommend.

V. FISCAL IMPACT:

Loss of reimbursement during response and return to Federal Incidents if not approved.

ATTACHMENTS:

File Name	Description
 Reso_3664_Outling_FF_Pay_of_Portal_to_Portal.doc	Resolution 3664 Outing Portal To Portal Pay

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
OUTLINING THE COMPENSATION PRACTICE FOR FIREFIGHTERS
PARTICIPATING IN MUTUAL AID ACTIVITIES FOR THE STATE OF
CALIFORNIA AND FEDERAL FIRE AGENCIES**

WHEREAS, the Coalinga Fire Department actively participates in Statewide Mutual Aid activities; and

WHEREAS, the State of California and Federal Fire Agencies, at times of severe wildfire conditions, and other emergencies often have the need of emergency apparatus and/or personnel to provide fire protection or perform other tasks during control actions; and

WHEREAS, the requirements for responding to emergencies under the “Agreement for Local Fire and Emergency Assistance to the State of California and Federal Fire Agencies,” hereinafter referred to as the “California Fire Assistance Agreement,” are the same for career and volunteer personnel; and

WHEREAS, the Coalinga Firefighters participating in the California Mutual Aid System take time away from the City of Coalinga to assist in mitigating severe wildfires and other emergencies, and;

WHEREAS, the Coalinga Firefighters respond on City of Coalinga owned fire apparatus.

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

1. Coalinga Firefighters shall be reimbursed portal to portal (time of dispatch to time of return to home fire station) at hourly rates based on their respective positions/titles (i.e. firefighter, engineer, captain) when responding outside their primary jurisdiction to emergencies as outlined in the California Fire Assistance Agreement; and
2. All compensation paid to Coalinga Firefighter Firefighters as set forth in item 1 above shall subject to approval by the City and applicable State and/or Federal Fire Agencies, and shall be paid by the City subject to and conditioned upon the City receiving reimbursement of such compensation paid to the responding firefighters from the applicable fire agency in accordance with the California Fire Assistance Agreement.
3. The hourly rates shall be reviewed and a salary survey detailing the rate of pay for each position/title will be completed and submitted to the State of California, Office of Emergency Services in April of each year.
4. Nothing herein is intended to or shall be interpreted as creating an employment relationship between the City and any volunteer firefighter, or conferring any employment right(s) upon any volunteer firefighter.
5. This resolution shall be retroactive in its effective date to July 1, 2014.

PASSED AND ADOPTED this 18th of December, 2014, at a regular meeting of the City Council of the City of Coalinga.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

City Clerk/ Deputy City Clerk

Mayor

J:\wdocs\01904\001\res\00351282.DOC

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

Subject: Amendment to the Memorandum of Understanding Between The City of Coalinga and The International Association of Firefighters, AFL-CIO, Local 2305

Meeting Date: December 18, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Marissa Trejo, Human Resources Director

I. RECOMMENDATION:

Approve the Amendment to the Memorandum of Understanding between the City of Coalinga and the Coalinga Firefighters' Association as presented.

II. BACKGROUND:

The Coalinga Firefighters' Association waived the April 2014 Uniform Allowance by Amendment to the Memorandum of Understanding. In October of 2014, the City realized that this payment had been made in error.

III. DISCUSSION:

In a collaborative effort to repay the overpayment, the Coalinga Firefighters' Association has agreed to waive the April 2015 Uniform Allowance.

IV. ALTERNATIVES:

Do not approve the Amendment as presented and specify an alternative collection method for repayment.

V. FISCAL IMPACT:

The April 2015 Uniform Allowance is \$750 per member. Alternative collection methods for repayment will be made for members who separate from employment between April 2014 and April 2015.

ATTACHMENTS:

File Name	Description
 Amendment_to_Memorandum_of_Understanding_Between_COC_and_International_Association_of_Firefighters_AFL-CIO_Local_2305_12-18-2014.pdf	Amendment to the Memorandum of Understanding Between The City of Coalinga and The International Association of Firefighters, AFL-CIO, Local 2305 12-18-14

AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF COALINGA AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO, LOCAL 2305

This Amendment is entered into this 18th day of December, 2014, by and between the CITY OF COALINGA (hereinafter "City"), a political subdivision of the State of California, and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter "Association"), a formally recognized representative of Coalinga employees in the Fire Bargaining Unit.

No alteration, understanding, variation, waiver, or modification of any terms and/or conditions covered by this Agreement, or any preceding MOU or Amendment, shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties, and if required, approved and implemented by the membership and the City Council.

WITNESSETH:

WHEREAS, the City and the Association previously entered into a Memorandum of Understanding effective from July 1, 2006 through June 30, 2009 (herein after "MOU") and Amendments thereto, from which cover, among other items, Recognition and Non-Discrimination, Hours and Working Conditions, Salary adjustments, Wages, Sick Leave Incentive, and Duration of Agreement and, after having met and conferred in good faith, the parties wish to further amend the MOU and any amendments thereto by this Amendment;

WHEREAS, the City and the Association previously entered into an Amendment to the Memorandum of Understanding with a term of July 1, 2012, through June 30, 2014;

WHEREAS, the City and the Association previously entered into an Amendment to the Memorandum of Understanding on January 9, 2014, wherein the Association agreed to waive the April 1, 2014 Uniform Allowance payment;

WHEREAS, on October 15, 2014, the City discovered Association members were incorrectly paid the April 1, 2014 Uniform Allowance in the amount of \$750.00; and

WHEREAS, the City must recover this overpayment because Association members received compensation they were not entitled to.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 10.01. UNIFORM ALLOWANCES

The annual Uniform Allowance in the amount of Fifteen Hundred Dollars (\$1,500.00) is paid to each employee with two (2) equal checks payable on or about each April 1 and October 1.

The April 1, 2015, Uniform Allowance is hereby waived.

The City and the Association further agree that the City will initiate collection procedures from employees who separate from service between April 1, 2014, and April 1, 2015, prior to repaying the overpayment.

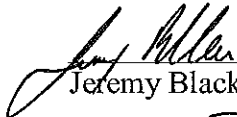
THIS COMPLETES THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING.

DATED 11-5-14

DATED _____

FOR THE ASSOCIATION

FOR THE CITY



Jeremy Blackshere, Association President

Rene Ramirez, City Manager



James Ramsey, Association Representative

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

Subject: Approve a Two Year Contract with Health Wise Medical Waste to Safely Dispose of Needles and Syringes Collected by the Police Department at a Cost of \$1,800 per Year

Meeting Date: December 18, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Cal Minor, Chief of Police

I. RECOMMENDATION:

It is recommended the City Council authorize the Coalinga Police Department (Department) to enter into a two agreement, at a cost of \$1,800 per year, with Health Wise Medical Waste for the collection, storage and disposal of needles and syringes collected by the Department.

II. BACKGROUND:

There are many people in this community who have a medical issue requiring them to use syringes and needles daily with no means to properly dispose of them. With no means of proper disposal, this medical waste is thrown in the trash, flushed down a toilet or deposited in the pharmaceutical drop box located at the front of the Police Station.

All three of these methods of disposal expose City and contract employees to unnecessary risk to accidental needle sticks. The solid waste disposal employees can be exposed when picking up the solid waste. City Public Works Employees can be exposed when removing this medical waste from the sewer system and Department employees have been exposed and sustained a needle prick when removing this waste from the drop box. This exposure can and has resulted in Worker Compensation claims which are fiscally much greater than having a contract for certified disposal.

The City of Coalinga's insurance carrier estimates the cost of a simple claim could cost between \$1,800 to \$4,000. If an employee is infected, the cost could be much more.

III. DISCUSSION:

The proper disposal of medical waste continues to be a problem within the State of California. The waste is either discarded in the solid waste system or flushed down a toilet. The City of Reedley had a sewer line clogged by needles being flushed into the system.

Approximately two years ago the Department installed a pharmaceutical drop box outside the front door of the Police Station. This box allows citizens to drop off outdated or unused drugs for proper disposal. Needles and syringes are prohibited from deposit but are routinely dropped in this box. One Department employee has been stuck by a needle when removing drugs from the drug disposal box.

Health Wise Medical Waste will attach a "Sharps Kiosk" to the drug disposal box outside the front door of the Police Station. Once a month they will pickup any deposited needles and syringes and properly dispose of this medical waste. The cost of the Kiosk and setup fee will be waived by the Company. This is a savings of \$750 for the life of the agreement.

This agreement would be for two years at an annual cost of \$1,800.

Any member of the community will be allowed to dispose of sharps medical waste at this Kiosk.

IV. ALTERNATIVES:

If no action is taken the City continues the risk of a City employee or contract employee being exposed to this medical waste.

V. FISCAL IMPACT:

The two years cost to the City will be \$3,600. Staff recommends the \$1,800 for this year come from the re-appropriation of a liability and worker's compensation rebate from PARSAC to the Department totaling \$37,153 during the mid-year budget review. The re-appropriated funds will be placed in the Department's Professional Services line item 101-413-8810.

ATTACHMENTS:

	File Name	Description
	needle_box.xlsx	Contract



HEALTHWISE SERVICES

Medical Waste Disposal

4800 E Lincoln Ave
Fowler, CA 93625

Phone: 559.834.3333
Facsimile: 559.834.3991

Medical Waste Disposal Services Agreement

The following is an agreement between HealthWise Services a Limited Liability Company, and the Customer named below.
The parties agree to the following terms in respect to the provision(s) of services as identified herein.

Agreement Date

July 17, 2014

Customer Information

☐ Multi-Site	SERVICE LOCATION INFORMATION	☒ Same as Service	BILLING INFORMATION (if different than service)
Name	Coalinga Police Department	Company Name	Coalinga Police Department
Address	270 N 6th Street	Address	270 N 6th Street
City, State, Zip	Coalinga, Ca, 93210	City, State, Zip	Coalinga, Ca, 93210
Contact Name	Janelle	Contact Name	Janelle
Telephone / Fax	559-935-1525	Telephone / Fax	559-935-1525
E-Mail Address	jmayo@coalinga.com	E-Mail Address	jmayo@coalinga.com
	☒ Manifests	☒ Invoices	☒ Manifests ☒ Invoices

SHARPS/REGULATED MEDICAL WASTE Rate Information

Quantity	Type	Container Specifications	Service Interval	Price Per Unit	Total Per Pick-Up
1	Service	38 Gallon	Monthly	\$150.00	\$150.00
1	Service	Kiosk - HealthWise Owned	Monthly	\$0.00	\$0.00

PHARMACEUTICAL Rate Information

Quantity	Type	Container Specifications	Service Interval	Price Per Unit	Total Per Pick-Up

PATHOLOGY Rate Information

Quantity	Type	Container Specifications	Service Interval	Price Per Unit	Total Per Pick-Up

CHEMOTHERAPY Rate Information

Quantity	Type	Container Specifications	Service Interval	Price Per Unit	Total Per Pick-Up

DOCUMENT SHREDDING Rate Information

Quantity	Type	Container Specifications	Service Interval	Price Per Unit	Total Per Pick-Up

OTHER Rate Information

Quantity	Type	Service Interval	Pick-Up Fee	Price Per Unit	Total Per Pick-Up

Terms of Service Agreement

Agreement Length*	2 Years	One Time Set-Up Fee	Waived	Approximate Monthly Amount**	\$150.00
Subject to the included provisions, the term of this Service Agreement is noted above.				Approximate Start Date	August 1, 2014
No addendums issued for this Service Agreement.					

Invoicing and Payments			
**Approximate Monthly Amount is figured for all accounts, but does not necessarily reflect the billing amount. <i>Example: Quarterly pick-up would be billed once per quarter, not monthly.</i>			
HealthWise Services shall provide Customer with an invoice that is to be paid no later than 30 days of the date listed on the invoice.			
If Customer fails to submit payment in accordance with invoice terms, customer can be charged an applicable 1.5% late fee.			
If Customer's payment is returned by the bank which it is drawn upon, HealthWise Services has the right to charge Customer a fee of \$35.00 for non-sufficient funds.			
In the event Customer fails to make a payment to HealthWise Services for services rendered, HealthWise Services may suspend services to Customer until such time as reasonable arrangements have been made and assurances given by Customer for current and future payments.			
Services Provided			
*Customer remains responsible for Agreement if business relocates or closes. If business is relocated, services follow Customer.			
The rate and service frequency is locked for the duration of the signed agreement. The service frequency can only change if poundage increases and there is a need for more pickups.			
HealthWise Services' program includes the provision of containers; medical waste pick-up, treatment and disposal; and provides complete documentation (manifests and certificate of destruction).			
There are NO additional or separate fuel, energy, environmental, or miscellaneous costs or fees that are not stated in this Service Agreement. All containers, brackets, and other equipment provided by HealthWise Services are property of HealthWise Services, unless purchased by the Customer named above. Lost, stolen, and/or damaged containers are the Customer's financial responsibility and will be charged \$95 per container			
Pick-up time will occur between 8:00 AM and 5:30 PM, PST.			
Quote prices are used for optional pricing to lock-in rates for the term of this Service Agreement.			
Any pick-up outside of scheduled service interval is considered an "emergency pick-up" and can be arranged for an additional fee. It is the customer's responsibility to contact HealthWise Services for any necessary emergency pick-ups. HealthWise Services will take no longer than, seven (7) business days to pick-up the waste from the date the request was received.			
Emergency pickups are \$100 plus the current agreement price.			
If Customer gives a different waste stream that is not on the agreement, the customer will be charged the current rates for that waste stream.			
Additional Terms and Conditions			
HealthWise Services will not accept any type of controlled substance.			
Prior to the pick-up, Customer shall have all waste ready for transportation according to DHS, Medical Waste Management Act, and DOT guidelines			
It is the customer's responsibility to inform HealthWise if they are closed on a regularly scheduled pickup day. HealthWise charges per pickup regardless if the facility is closed, there is no waste, or the client fails to notify HealthWise of any changes in hours of operation.			
There is a 60 pound weight limit. Any HealthWise container over 60 pounds will be charged for an additional container.			
It shall be the responsibility of the Customer to conform to the standards and specifications of all applicable regulations that apply to a generator of medical waste. To assist the Customer, HealthWise Services will provide Customer with a copy of the State of California, Department of Health Services, Medical Waste Management Act, upon request. Below is an excerpt:			
<i>As of June 2012, the California Medical Waste Management Act prohibits ANY bio-waste generator from holding bio-waste for more than 30 days.</i>			
California Health and Safety Code: Sections 117600 - 118360 (Page 46 of 56):			
(A) If the person generates 20 or more pounds of biohazardous waste per month, the person shall not contain or store biohazardous or sharps waste above 0 degrees Centigrade (32 degrees Fahrenheit) at any onsite location for more than seven days without obtaining prior written approval of the enforcement agency. (B) If a person generates less than 20 pounds of biohazardous waste per month, the person shall not contain or store biohazardous waste above 0 degrees Centigrade (32 degrees Fahrenheit) at any onsite location for more than 30 days.			
Acceptance			
By signing below, Signer acknowledges they are an authorized agent/officer who has the authority to bind the parties listed to this Service Agreement and furthermore accepts said Terms and Conditions of this Service Agreement.			
Signer's Name		Signer's Title	
Signature		Signature Date	
HealthWise Agent			
<i>The section below is for HWS office use only.</i>			
Approved by Operations: _____		Date: _____	Scanned: _____
Approved by Sales: _____		Date: _____	Location / Site # _____
Market Type: _____		Containers Delivered: _____	Agreement #: _____

Service Interval

Every 2 Months
Every 2 Weeks
Monthly
Quarterly (every 3 months)
Every 4 Months
Semi-Annually (every 6 months)
Weekly
2 Times Per Week
3 Times Per Week
4 Times Per Week
5 Times Per Week
6 Times Per Week
Yearly (every 52 weeks)
One Time
On-Call
As Needed

paper/other only

Agreement Length

No Term
1 Year
2 Years
3 years
4 Years
5 Years
6 Years
7 Years
8 Years
9 Years
10 Years

Signer's Name

Greg Lopez
Irma Espinoza
John Mohoff
Mike Letts
Mike Mohoff
Sal Salazar
Tony Lisenko

Title

Account Executive
Account Executive
Chief Financial Officer
Account Executive
Operations Manager
Account Executive
President

Set Up Fee

\$50.00
\$100.00
Waived

New
New, Multi-Site
Renewal

Type

Service
Retail

Quantity	Container Specifications
1	
2	CHEMO / PATH
3	10 Gallon
4	12 Gallon
5	18 Gallon
6	2 Gallon
7	20 Gallon
8	28 Gallon
9	31 Gallon
10	32 Gallon
11	38 Gallon
12	40 Gallon
13	43 Gallon
14	44 Gallon
15	48 Gallon
16	55 Gallon
17	64 Gallon
18	8 Gallon
19	96 Gallon
20	Pounds
21	Additional Container
22	
23	PHARM
24	10 Gallon
25	12 Gallon
26	18 Gallon
27	2 Gallon
28	20 Gallon
29	28 Gallon
30	31 Gallon
31	32 Gallon
32	38 Gallon
33	40 Gallon
34	43 Gallon
35	44 Gallon
36	48 Gallon
37	55 Gallon
38	64 Gallon
39	8 Gallon
40	96 Gallon
41	Kiosk - Customer Owned
42	Kiosk - HealthWise Owned
43	Kiosk - Lease (\$25/month)
44	Kiosk - Pilot
45	Pounds

46	Additional Container		
47			
48	RMW		
49	1 Quart		
50	1.5 Quart		
51	10 Gallon		
52	12 Gallon		
53	18 Gallon		
54	2 Gallon		
55	2 Quart		
56	20 Gallon		
57	28 Gallon		
58	3 Quart		
59	3.2 Gallon		
60	31 Gallon		
61	32 Gallon		
62	38 Gallon		
63	4 Quart		
64	40 Gallon		
65	43 Gallon		
66	44 Gallon		
67	48 Gallon		
68	5.4 Quart		
69	55 Gallon		
70	64 Gallon		
71	8 Gallon		
72	96 Gallon		
73	Kiosk - Customer Owned		
74	Kiosk - HealthWise Owned		
75	Kiosk - Lease (\$25/month)		
76	Kiosk - Pilot		
77	Pounds		
78	Additional Container		
79			
80	SHRED		
81	20 Gallon		
82	32 Gallon		
83	64 Gallon		
84	96 Gallon		
85	Bulk		
86	Box		
87	Cabinet Bag		
88	Additional Container		Pick-Up Fee
89		\$260.00	
90	Type	\$175.00	
91	Amalgam (mercury based)	\$230.00	
92	Batteries		

93	Fixer/Developer Waste	\$0.19	\$65.00
94	Fluorescent Bulbs	\$500.00	
95	Fluorescent Lights	\$300.00	
96	OSHA - Training, no inspection	\$600.00	
97	OSHA - Training, 1-149 employees		
98	OSHA - Training, 150+ employees	\$30.00	
99	OSHA - Training, lease option		
100	5 Gallon DOT Pail - Retail		
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Market Type

CHIRO	Chiropractic Office	
CLIN	Medical Clinic	(urgent care)
COLL	College Campus	(city, state)
COMM	Commercial Office	(lawyer)
CORR	Correctional Facility	(jail, prison)
DENT	Dental Office	(dental, perio, ortho)
DOCT	Doctor's Office	
EMERG	Emergency Services	(ambulance, fire)
FNRL	Funeral Home	
GOVT	Government Facility	(city, county)
HOSP	Hospital	
LAB	Laboratory	(blood donation)
PHCY	Pharmacy	(CVS)
SENR	Assisted Living Facility	
SHLTR	Shelter	(homeless, women's)
TATT	Tattoo Parlor	
TRANS	Transporter Station	
VET	Veterinarian	

Emergency Pickups

Central California	Emergency pickups are \$100 plus the current agreement price.
Central Coast	Emergency pickups are \$200 plus the current agreement price.
Northern California	Emergency pickups are \$200 plus the current agreement price.
Southern California	Emergency pickups are \$100 plus the current agreement price.

Transportation Fee

\$25.00

\$25.00

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

Subject: Fresno County Rural Transit Memorandum of Understanding for Safety and Security Services to be Provided by the Coalinga Police Department
Meeting Date: December 18, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Cal Minor, Chief of Police

I. RECOMMENDATION:

It is recommended the City Council authorize the Chief of Police's signature on a Memorandum of Understanding between the Fresno County Rural Transit Agency and the Coalinga Police Department to provide weekly safety and security services to their Transit System services in Coalinga.

II. BACKGROUND:

The Federal Government has published regulations requiring transit agencies to provide safety and security services on all their routes. One method for agencies to comply with this requirement is to contract with local police departments for this service.

III. DISCUSSION:

The Fresno County Rural Transit Agency would like to contract with the Coalinga Police Department to provide safety and security services to their vehicles within the City of Coalinga. This service will consist of a uniformed officer boarding their vehicle once a week while it is stopped at a designated stop. The officer upon boarding the vehicle will make observations as to the safety of the driver and passengers, speak with the driver about any safety concerns and will answer questions from the passengers.

The Fresno County Rural Transit Agency will reimburse the City of Coalinga \$2,600.00 this fiscal year for this service.

IV. ALTERNATIVES:

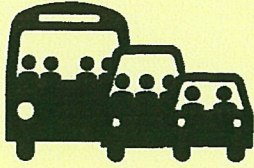
If disapproved the Fresno County Transit Agency would have to fine a different law enforcement agency to provide this service.

V. FISCAL IMPACT:

The General Fund will receive \$2,600.00 in revenue for this service.

ATTACHMENTS:

	File Name	Description
□	DOC085_(2).pdf	MOU



FRESNO COUNTY RURAL TRANSIT AGENCY

2035 Tulare Street, Suite 201, Fresno, CA 93721

Phone: 559-233-6789 Fax: 559-233-9645

Webpage: www.ruraltransit.org

Safety and Security Services

Memorandum of Understanding

The Fresno County Rural Transit Agency (FCRTA) and the City of Coalinga Police Department hereby agree to enter into this Memorandum of Understanding (MOU) for the purpose of providing safety and security services for FCRTA passengers, drivers and vehicles within the City of Coalinga. This is in compliance with direction from the Federal Transit Administration (FTA) guidance on Safety and Security for Public Transit Operators.

The City of Coalinga Police Department will provide the following services on any day during the week:

- A uniformed officer shall Board the stopped vehicle at a designated stop
- Make visual observations while inside vehicle
- Engage in dialogue with driver of vehicle
- Assist with any questions by passengers

FCRTA shall reimburse the City of Coalinga Police Department for costs associated in providing these services in the amount of \$2,600.00 for the period of 7/01/14 to 6/30/15. To be renewed on an annual basis by both parties.

FCRTA

Date

City of Coalinga

Date

A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY
THE CITIES OF: COALINGA; FIREBAUGH; FOWLER; HURON; KERMAN; KINGSBURG; MENDOTA; ORANGE COVE; PARLIER; REEDLEY; SANGER; SAN JOAQUIN; SELMA; & FRESNO COUNTY

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

Subject: City Council authorizing the City Manager to execute a contract for services with I&I Property Management to provide Association Management Services for the City EDA buildings located in Coalinga Plaza

Meeting Date: December 18, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Sean Brewer, Assistant Community Development Director

I. RECOMMENDATION:

Staff is recommending the City Council authorize the City Manager to execute (2) agreements with Imfeld & Imfeld Property Management Inc. to provide association management services for Building A and Building B in the Coalinga Plaza which will be set to commence in January 2015.

II. BACKGROUND:

At their last meeting the Council approved the sale of (4) units within the Coalinga Plaza. Staff expects to close on those properties sometime in January 2015. Once those properties have closed the Association will be in full effect and a management firm will need to be ascertained to manage the day-to-day operations of the association such as invoicing for association dues, managing the trust account, maintenance of the common areas, annual budget, ect.

III. DISCUSSION:

After multiple workshops discussing the sales approach of the EDA buildings, staff was given the authorization to solicit statements of qualifications from property management firms who have expertise in managing commercial associations. In April of 2014 staff advertised a Request for Qualifications for Association Management services and received no responses. This RFQ was placed in the Hanford Sentinel, Coalinga Recorder, City website and (3) firms were directly contacted via email. Due to the limited pool for management firms in the area, staff directly contacted several firms in Fresno Metro area and received no response except from Imfeld & Imfeld who were willing to submit a proposal for each building (attached). The fee for service for each building is \$650.00 which was included in the estimated budget prepared by staff which eventually was used to determine the starting Association Fees for each unit.

Therefore, staff is recommending that the Council authorize the City Manger to execute an agreement for services with Imfeld & Imfeld to provide Association Management Service for Building A and Building B currently owned by the City of Coalinga. Should the majority of the future owners of the buildings choose to go another direction in terms of managing the association they have the right to do so. This action will allow a management firm to handle the operation of the Association until a further action is taken by the future owners if they choose.

IV. ALTERNATIVES:

Do not authorize the City Manager to execute an agreement with Imfeld & Imfeld to provide association management services – staff does not recommend this action as there are several legal reporting requirements and operational duties related to the management of an incorporated Owners Association.

V. FISCAL IMPACT:

The cost for the Management Services has been built into the estimated Association Dues established by staff earlier in the year prior to the release of the Request for Proposals. Therefore, each owner will pay their fair share of the cost to manage the association. The City will pay its fair share of fees on the units it still owns. Those costs will be paid from the EDA Buildings (Economic Development Administration) Fund.

ATTACHMENTS:

File Name		Description
	Coalinga_City_Building_A_-_I_I_Proposal.pdf	Building A Proposal
	Coalinga_City_Building_B_-_I_I_Proposal.pdf	Building B Proposal



2014

MANAGEMENT PRESENTATION

FOR

BUILDING A, CITY OF COALINGA

Page 1 of 14

Corporate Office 5100 North Sixth, Suite 164 • Fresno, California 93710

www.iipm.com

Phone (559) 228-0606 • Fax (559) 228-0899

Since 1979

MANAGEMENT PROPOSAL

For: Building A, A Commercial Association

Cost: \$650.00 per month

As Agent for the Association, I & I Property Management shall:

Finance:

- 1. Invoice and receipt Association assessments and other amounts due to the Association.**
- 2. Pay bills from Association's Operating Account.**
- 3. Maintain Operating Trust Account.**
- 4. Maintain Accounting for Reserve Account(s).**
- 5. Produce monthly financial reports for the Board of Directors.**
- 6. Once per month prepare a delinquency list for the Association for review by the Board of Directors.**
- 7. Prepare meeting minutes.**
- 8. Annual budget preparation.**

***Cost for postage and supplies will be reimbursed to I & I Property Management by Association.**

Maintenance/Upkeep (Supervision Only):

- 1. Common area maintenance.**
- 2. Building (common area) maintenance.**
- 3. Perform one site visits per quarter.**

Other:

- 1. Regular Board meetings (1 ½ hours), 1 per quarter by teleconference.**
- 2. One annual meeting (2 Hours).**
- 3. End of year management financial report and disclosures to each owner.**

One-Time Charge:

- 1. Transfer fee (resale) at close of escrow \$150.00 (paid by buyer or seller) includes disclosure documents for seller to provide to buyer, set up fee and welcome package. Document fee \$65.00 per sale.**
- 2. Preparation and referral of delinquent account to collection \$75.00 each, billed to delinquent account.**

I & I Property Management requires of Association:

- 1. Yearly financial audit or review by Certified Public Accountant (as per California State Real Estate Law).**
- 2. Reserve Account with sufficient funds for needed component repairs/replacements. Reserve studies as required by California statutes.**
- 3. I & I Property Management to be covered by Association's liability and fidelity insurance policy.**

- 4. Compliance with all city, county, state, and federal laws, and Association's governing documents.**
- 5. One year written contract.**
- 6. One point of contact for Association, a Director, usually the President. This does not apply to calls from owners concerning their unit or common area repairs.**
- 7. Checking account for the Operating Fund of the Association in the name of the Association with I & I Property Management, senior management only, allowed to sign operating expense checks.**
- 8. At least three Board Members authorized to sign on the Reserve Account with two signatures required to withdraw funds. Note: I & I Property Management personnel will not sign on Reserve Account. If three Board Members are not appointed or elected, the number in place.**
- 9. All vendors must be licensed for the work they are performing, have at least \$1,000,000 in liability insurance, and carry workers compensation insurance.**

I&I Property Management

Celebrating Our 35 Year

We Are The Largest Community Association Management Company In The Central Valley

Imfeld & Imfeld Property Management (I & I) is headquartered in Fresno, California. Our strength in property management speaks for itself. We currently manage commercial and residential planned unit developments and condominium associations with about 7,000 plus doors.

I & I began in September 1979. Our first office was in the retail section of the Mayfair Shopping Center at First and McKinley. The, then thriving, Mayfair Center had no vacant office space available. Harry and Marge Imfeld were the entire staff. Their portfolio consisted primarily of rental of single-family homes and a few small apartment complexes.

When office space became available at Mayfair Center, the I & I office moved to that area. After two years a receptionist was hired and then a bookkeeper. As staff was added, the office expanded into adjacent offices. In 1991, I & I moved north to our current location with a staff of five. In 1997, the office expanded, again into adjacent office space. By this time, we had a staff of eleven. In 2002, we expanded again, and we now have an office staff of nineteen.

We are one of only one hundred and thirty Accredited Association Management Companies (AAMC[®]) in the United States, a designation from Community Associations Institute (CAI[®]), the only national professional organization for community associations. I & I Property Management is the only company in the Central Valley with this designation. We are a Management Firm Council member of the California Association of Community Managers (CACM[®]), a state-wide organization for professional community association managers.

We are members of the California Apartment Association (CAA). We are also members of the Better Business Bureau of Central California.

I & I Property Management has developed the reputation of being a "hands on" company, with an attitude of providing whatever work or effort is necessary to accomplish the goals of the Board of Directors. In our capacity as agent, we essentially operate the property on behalf of the Board of Directors and provide detailed reports for each account.

THE MANAGEMENT TEAM



When you hire I&I Property Management as your management company, you do not hire a manager; you hire our team of professionals. Each manager starts as an assistant, is trained and sent to school to become a professional community association manager. An assistant usually works for us for one to two years before becoming a manager in training. All our managers are California certified and have designations from the national organization, Community Associations Institute (CAI). We provide our team of professionals the tools to do the job, such as:

- Computers on each employee's desk, e-mail (we have a T1 line and our own e-mail server) to better serve you.
- We are thinking **GREEN**. We use the **DocSTAR Document Management system**. It is a total solution that securely scans and stores paper documents, along with critical electronic files, allowing for quick and easy document retrieval with no need to use paper documents.
- We have in-house training and send our assistants and managers to formal training through CAI and other community association specialists, and each manager has an assistant. All this is done to provide our clients with the best possible service and the most knowledgeable managers anywhere. See the attached sheet for a list of our qualified managers.
- Your data is backed up on-site each day by an additional server and tape backup and is sent off-site each night for even further security.

ESCROW EXPERT

A very important part of our team is our escrow experts. Delight and Alejandra are our escrow liaisons, and have been in property management for over thirty years combined. Their sole job is making sure all paperwork is completed in a timely manner and that the escrow is closed. Of course the Title Officers love them because they make their job much easier.

ACCOUNTING AND ACCOUNTABILITY

As an early leader in computerized accounting records in the property management industry, I&I Property Management has had a long commitment to responsible financial management. We use accrual accounting as required by State Statute, not cash accounting.

I&I Property Management uses Jenark accounting software as part of its accounting program. This software is specifically designed for community association management and handles all general ledger, accounts payable and receivable, owner invoicing, assessment adjustments, special assessments, and late charges. Jenark is the industry standard for association accounting.

Our accounting department enters and deposits all receipts, processes accounts payable, prepares the monthly financial statements, and reconciles asset and liability accounts. Assessment collection is monitored daily and is verified with the association's bank. The accounting cycle is cut off by the fifteenth of the following month, insuring that operating financial statements are sent to members of the Board of Directors by the twentieth of the following month. This allows all posting of accounts payable and accounts receivable in the correct month for accrual based accounting.

Prior to mailing the operating statements, each one is reviewed by the community association manager. A financial analysis is prepared and attached to each monthly report. This analysis explains any abnormal or unusual situations. It also helps the Board to understand the financial reports.

PHILOSOPHY

Our philosophy is based on the principles of pure customer service. Our clients are the Associations and Boards of Directors we serve. Our focus is to help the volunteer Board Members fulfill their obligations and duties to their Association. We keep abreast of law changes and policies. We understand that we are not the decision makers for our clients. We advise and we implement the directives from our Boards. Our entrepreneurial business structure allows us to bring together a team of professional community association managers with a wide diversification of skills, which enable us to assist our clients with their fiduciary duties in a full-service capacity. Included in this team are individuals who not only have years of community association management experience, but also construction development, banking, and public accounting. This wide diversification and corresponding pool of ideas result in a powerful and creative management program. It is this understanding that allows us to harmonize our goals with yours.

BOARD EDUCATION

I&I Property Management brings the Community Associations Institute, (CAI) to Fresno two times a year to educate Boards of Directors and our own staff. We also conduct at least two Board Member education seminars per year. These seminars are limited to associations managed by I&I Property Management. Experts in various fields assist us in bringing current legal, accounting, insurance, and other vital information to our clients.

COMMUNICATION AND PLANNING

We will communicate regularly with the Board of Directors concerning on-going projects and projected needs. Our communication will be straightforward, accurate, financially sound and will provide recommended solutions to any problem that may arise. Once a management plan is set, we will not deviate from it without the Board's direct approval. Our management plan will be designed to achieve realistic goals in a reasonable amount of time.

THE NEED AND ABILITY

Make no mistake about it: **I&I Property Management wants to manage your association.** Our management programs work because we implement an optimistic outlook toward the future and make a strong commitment to the present. In addition, we recognize the need for and practice owner relations through consistent communication.

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- Spirit of Woman of California
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- Breast Cancer Walk
- United Cerebral Palsy of Central California
- The Fresno Philharmonic Orchestra
- We also support the California Blood Center by bringing the blood mobile to our office three times a year so our staff and vendors and associates can save lives by donating blood.

SCHEDULE "A"

COMPENSATION

Fees and Charges Payable by the Association to I & I

Our monthly fee for providing the specified services for the Association	\$ 650.00 per month
The terms of this agreement.	\$500.00 Set Up Fee
Additional Charges:	
Postage + Cost of postage meter	U. S. Postal Rates + \$.06
Photocopies	\$.15 per copy
Facsimile Transmissions	No charge
Long Distance Telephone	No charge
Payment Coupon Booklet	\$5 each
Special Assessments - Set Up	\$1 per unit or lot subject to A minimum of \$50
Check Printing Charge	\$.15 per check
Bank Loan Negotiation	Hourly fee
Length of Meetings, 5:00 p.m. or before, Included in Monthly Fee. After 5:00 p.m., additional \$100.00	1 1/2 hours
Attendance at Additional Meetings or Meetings Exceeding Length Stated Above	Hourly fee
Preparation for and Appearance at Depositions, Alternate Dispute Resolutions, Hearings, Collections, and in Court	Hourly fee
Payroll and Human Resource Administration for Employees Dedicated Exclusively to the Association (in addition to Reimbursement of salary, taxes and benefits).	N/A No association Employees on I & I payroll
Storage of Association Records No charge for electronic storage	\$25 per bankers box per year + Retrieval and replacement costs
Preparation and Distribution of 1099's	\$1 per vendor + forms, Supplies and postage
Reinstatement of Association's Corporate Status	Hourly fee
Developing Proposed Rules, Policy Resolutions, etc.	Hourly fee
Assisting with Amendments to Governing Documents	Hourly fee
Programming Control Access System - Per Owner	Hourly fee
Reimbursement for Reasonable Out-of-Pocket Expenses Made on Behalf of the Association	At cost
Hourly Fees -	
Senior Managers	\$275.00
Community Managers	\$150.00
Managers in Training	\$100.00
Administrative Assistants	\$50.00
Clerical	\$35.00
Accounting	\$75.00
Friday nights, Saturday & Sundays are time and one half	

SCHEDULE "B"

Assessment Collections	
10 Day Notice	\$35 + postage and supplies
Return Check Fee Paid	\$30 (\$5 to Association)
Referral to Collection Attorney	\$75
Violation Enforcement	
Letters - over <u>5</u> per month	\$15 each
Attending Hearing if in Addition to Regular Board Meeting	Hourly Fee

SCHEDULE "C" (Billed Directly to Owner)

Preparation of Resale Certificate	\$75.00
Completion of Mortgage Questionnaire	\$75.00
Transfer of Ownership Fee	\$150.00
Refinance Fee	\$75.00
Expedited Service for the Above Services - Less Than 2 Day Response	\$50.00
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Document Package	\$65.00



2013 Disclosure

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Q. Whether or not the common interest development manager has met the requirements of Section **11502** so he or she may be called a certified common interest development manager.

A. ***Yes! All managers (see page 2 for a detailed list)***

Q. The name, address, and telephone number of the professional association that certified the common interest development manager, the date the manager was certified, and the status of the certification.

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Q The location of his or her primary office.

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5100 North Sixth Street, Suite 164
Fresno, CA 93710***

Q. Prior to entering into or renewing a contract with an association, the common interest development manager shall disclose to the board of directors of the association or common interest development whether the fidelity insurance of the common interest development manager or his or her employer covers the current year's operating and reserve funds of the association. ***This requirement shall not be construed to compel an association to require a common interest development manager to obtain or maintain fidelity insurance.***

A. ***We currently have \$500,000.00 in fidelity coverage.***

Q. Whether the common interest development manager possesses an active real estate license.

A. ***Harry G. Imfeld & Marge Imfeld are Licensed California Real Estate Brokers***

This section may not preclude a common interest development Manager from disclosing information as required in Section 5375 of the Civil Code.

Our managers and Support staff devote a considerable amount of time and effort in training and continued education. It is also a considerable part of I&I Property Management's Annual Budget. The following certifications are currently active:

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Phone (559) 228-0606 • Fax (559) 228-0899



2014

MANAGEMENT PRESENTATION

FOR

BUILDING B, CITY OF COALINGA

Page 1 of 14

Corporate Office 5100 North Sixth, Suite 164 • Fresno, California 93710

www.iipm.com

Phone (559) 228-0606 • Fax (559) 228-0899

Since 1979

MANAGEMENT PROPOSAL

For: Building B, A Commercial Association

Cost: \$650.00 per month

As Agent for the Association, I & I Property Management shall:

Finance:

- 1. Invoice and receipt Association assessments and other amounts due to the Association.**
- 2. Pay bills from Association's Operating Account.**
- 3. Maintain Operating Trust Account.**
- 4. Maintain Accounting for Reserve Account(s).**
- 5. Produce monthly financial reports for the Board of Directors.**
- 6. Once per month prepare a delinquency list for the Association for review by the Board of Directors.**
- 7. Prepare meeting minutes.**
- 8. Annual budget preparation.**

***Cost for postage and supplies will be reimbursed to I & I Property Management by Association.**

Maintenance/Upkeep (Supervision Only):

1. **Common area maintenance.**
2. **Building (common area) maintenance.**
3. **Perform one site visits per quarter.**

Other:

1. **Regular Board meetings (1 ½ hours), 1 per quarter by teleconference.**
2. **One annual meeting (2 Hours).**
3. **End of year management financial report and disclosures to each owner.**

One-Time Charge:

1. **Transfer fee (resale) at close of escrow \$150.00 (paid by buyer or seller) includes disclosure documents for seller to provide to buyer, set up fee and welcome package. Document fee \$65.00 per sale.**
2. **Preparation and referral of delinquent account to collection \$75.00 each, billed to delinquent account.**

I & I Property Management requires of Association:

1. **Yearly financial audit or review by Certified Public Accountant (as per California State Real Estate Law).**
2. **Reserve Account with sufficient funds for needed component repairs/replacements. Reserve studies as required by California statutes.**
3. **I & I Property Management to be covered by Association's liability and fidelity insurance policy.**

- 4. Compliance with all city, county, state, and federal laws, and Association's governing documents.**
- 5. One year written contract.**
- 6. One point of contact for Association, a Director, usually the President. This does not apply to calls from owners concerning their unit or common area repairs.**
- 7. Checking account for the Operating Fund of the Association in the name of the Association with I & I Property Management, senior management only, allowed to sign operating expense checks.**
- 8. At least three Board Members authorized to sign on the Reserve Account with two signatures required to withdraw funds. Note: I & I Property Management personnel will not sign on Reserve Account. If three Board Members are not appointed or elected, the number in place.**
- 9. All vendors must be licensed for the work they are performing, have at least \$1,000,000 in liability insurance, and carry workers compensation insurance.**

I&I Property Management

Celebrating Our 35 Year

We Are The Largest Community Association Management Company In The Central Valley

Imfeld & Imfeld Property Management (I & I) is headquartered in Fresno, California. Our strength in property management speaks for itself. We currently manage commercial and residential planned unit developments and condominium associations with about 7,000 plus doors.

I & I began in September 1979. Our first office was in the retail section of the Mayfair Shopping Center at First and McKinley. The, then thriving, Mayfair Center had no vacant office space available. Harry and Marge Imfeld were the entire staff. Their portfolio consisted primarily of rental of single-family homes and a few small apartment complexes.

When office space became available at Mayfair Center, the I & I office moved to that area. After two years a receptionist was hired and then a bookkeeper. As staff was added, the office expanded into adjacent offices. In 1991, I & I moved north to our current location with a staff of five. In 1997, the office expanded, again into adjacent office space. By this time, we had a staff of eleven. In 2002, we expanded again, and we now have an office staff of nineteen.

We are one of only one hundred and thirty Accredited Association Management Companies (AAMC[®]) in the United States, a designation from Community Associations Institute (CAI[®]), the only national professional organization for community associations. I & I Property Management is the only company in the Central Valley with this designation. We are a Management Firm Council member of the California Association of Community Managers (CACM[®]), a state-wide organization for professional community association managers.

We are members of the California Apartment Association (CAA). We are also members of the Better Business Bureau of Central California.

I & I Property Management has developed the reputation of being a "hands on" company, with an attitude of providing whatever work or effort is necessary to accomplish the goals of the Board of Directors. In our capacity as agent, we essentially operate the property on behalf of the Board of Directors and provide detailed reports for each account.

THE MANAGEMENT TEAM



When you hire I&I Property Management as your management company, you do not hire a manager; you hire our team of professionals. Each manager starts as an assistant, is trained and sent to school to become a professional community association manager. An assistant usually works for us for one to two years before becoming a manager in training. All our managers are California certified and have designations from the national organization, Community Associations Institute (CAI). We provide our team of professionals the tools to do the job, such as:

- Computers on each employee's desk, e-mail (we have a T1 line and our own e-mail server) to better serve you.
- We are thinking **GREEN**. We use the **DocSTAR Document Management system**. It is a total solution that securely scans and stores paper documents, along with critical electronic files, allowing for quick and easy document retrieval with no need to use paper documents.
- We have in-house training and send our assistants and managers to formal training through CAI and other community association specialists, and each manager has an assistant. All this is done to provide our clients with the best possible service and the most knowledgeable managers anywhere. See the attached sheet for a list of our qualified managers.
- Your data is backed up on-site each day by an additional server and tape backup and is sent off-site each night for even further security.

ESCROW EXPERT

A very important part of our team is our escrow experts. Delight and Alejandra are our escrow liaisons, and have been in property management for over thirty years combined. Their sole job is making sure all paperwork is completed in a timely manner and that the escrow is closed. Of course the Title Officers love them because they make their job much easier.

ACCOUNTING AND ACCOUNTABILITY

As an early leader in computerized accounting records in the property management industry, I&I Property Management has had a long commitment to responsible financial management. We use accrual accounting as required by State Statute, not cash accounting.

I&I Property Management uses Jenark accounting software as part of its accounting program. This software is specifically designed for community association management and handles all general ledger, accounts payable and receivable, owner invoicing, assessment adjustments, special assessments, and late charges. Jenark is the industry standard for association accounting.

Our accounting department enters and deposits all receipts, processes accounts payable, prepares the monthly financial statements, and reconciles asset and liability accounts. Assessment collection is monitored daily and is verified with the association's bank. The accounting cycle is cut off by the fifteenth of the following month, insuring that operating financial statements are sent to members of the Board of Directors by the twentieth of the following month. This allows all posting of accounts payable and accounts receivable in the correct month for accrual based accounting.

Prior to mailing the operating statements, each one is reviewed by the community association manager. A financial analysis is prepared and attached to each monthly report. This analysis explains any abnormal or unusual situations. It also helps the Board to understand the financial reports.

PHILOSOPHY

Our philosophy is based on the principles of pure customer service. Our clients are the Associations and Boards of Directors we serve. Our focus is to help the volunteer Board Members fulfill their obligations and duties to their Association. We keep abreast of law changes and policies. We understand that we are not the decision makers for our clients. We advise and we implement the directives from our Boards. Our entrepreneurial business structure allows us to bring together a team of professional community association managers with a wide diversification of skills, which enable us to assist our clients with their fiduciary duties in a full-service capacity. Included in this team are individuals who not only have years of community association management experience, but also construction development, banking, and public accounting. This wide diversification and corresponding pool of ideas result in a powerful and creative management program. It is this understanding that allows us to harmonize our goals with yours.

BOARD EDUCATION

I&I Property Management brings the Community Associations Institute, (CAI) to Fresno two times a year to educate Boards of Directors and our own staff. We also conduct at least two Board Member education seminars per year. These seminars are limited to associations managed by I&I Property Management. Experts in various fields assist us in bringing current legal, accounting, insurance, and other vital information to our clients.

COMMUNICATION AND PLANNING

We will communicate regularly with the Board of Directors concerning on-going projects and projected needs. Our communication will be straightforward, accurate, financially sound and will provide recommended solutions to any problem that may arise. Once a management plan is set, we will not deviate from it without the Board's direct approval. Our management plan will be designed to achieve realistic goals in a reasonable amount of time.

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

Subject: Consideration of Resolution No 3662, Declaring the Claremont Custody Facility (APN 070-040-17ST) as Surplus Property so the City can Sell Property, if Desired

Meeting Date: December 18, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

Staff is recommending the Council adopt Resolution No. 3662, which declares the Claremont Custody Facility (CCF) as surplus City property and allows the City to sell the property in compliance with Government Code Sections 37350 and 54222 through 54227. The Council had also authorized the lease or rental of the CCF as well.

II. BACKGROUND:

Earlier this year, the Council has directed the City Manager to seek reasonable offers to sell, lease or rent the CCF following the State's decision to hold off on a contract to house inmates at the CCF and the lack of earnest interest from several Sheriff Departments to use the CCF. Staff has prepared a request for proposals (RFP), but before it can be released the Council must declare the CCF as surplus property in compliance with the Government Code, should the Council receive an offer to purchase the property.

Generally, a City may dispose of surplus real property (real property no longer needed by the City) in any manner it sees fit for the common benefit of the City. (Gov. Code § 37350.) However, there are certain procedures to follow where the property may be suitable for other public uses. They include housing, recreational uses, school facilities, enterprise zone purposes, and infill opportunity zone/transit village plan purposes.

Text of Government Code § 54222. Offer to sell or lease property.

Any local agency disposing of surplus land shall send, prior to disposing of that property, a written offer to sell or lease the property as follows:

(a) A written offer to sell or lease for the purpose of developing low- and moderate-income housing shall be sent to any local public entity, as defined in Section 50079 of the Health and Safety Code, within whose jurisdiction the surplus land is located. Housing sponsors, as defined by Section 50074 of the Health and Safety Code, shall be sent, upon written request, a written offer to sell or lease surplus land for the purpose of developing low- and moderate-income housing. All notices shall be sent by first-class mail and shall include the location and a description of the property. With respect to any offer to purchase or lease pursuant to this subdivision, priority shall be given to development of the land to provide affordable housing for lower income elderly or disabled persons or households, and other lower income households.

(b) A written offer to sell or lease for park and recreational purposes or open-space purposes shall be sent:

(1) To any park or recreation department of any city within which the land may be situated.

(2) To any park or recreation department of the county within which the land is situated.

(3) To any regional park authority having jurisdiction within the area in which the land is situated.

(4) To the State Resources Agency or any agency that may succeed to its powers.

(c) A written offer to sell or lease land suitable for school facilities construction or use by a school district for open-space purposes shall be sent to any school district in whose jurisdiction the land is located.

(d) A written offer to sell or lease for enterprise zone purposes any surplus property in an area designated as an enterprise zone pursuant to Section 7073 shall be sent to the nonprofit neighborhood enterprise association corporation in that zone.

(e) A written offer to sell or lease for the purpose of developing property located within an infill opportunity zone designated pursuant to Section 65088.4 or within an area covered by a transit village plan adopted pursuant to the Transit Village Development Planning Act of 1994 (Article 8.5 (commencing with Section 65460) of Chapter 3 of Division 1 of Title 7) shall be sent to any county, city, city and county, community redevelopment agency, public transportation agency, or housing authority within whose jurisdiction the surplus land is located.

(f) The entity or association desiring to purchase or lease the surplus land for any of the purposes authorized by this section shall notify in writing the disposing agency of its intent to purchase or lease the land within 60 days after receipt of the agency's notification of intent to sell the land.

III. DISCUSSION:

The City must give written notice to each agency (see § 54222) of its intent to sell the property. Each agency then has sixty (60) days to provide written notice to the City of its interest in purchasing the property. Upon receipt of such notice from the agency, the City and agency must negotiate for at least ninety (90) days in an attempt to reach mutually agreeable terms of a sale. (Gov. Code § 54223.) (Note: the 90 day negotiation period is effective 1/1/15 [AB 2135]. The time period used to be 60 days.)

If more than one agency expresses interest, preference is given to the housing agency, unless the land is currently being used for recreation and a recreation agency also expresses interest. (Gov. Code § 54227.) If an agreement is not reached within the ninety (90) days, the City is free to negotiate a sale to a private party.

Even though the City may be required to offer the land for sale to one or more of these agencies, it is not obligated to negotiate a sale price for a value less than the fair value of the property's highest and best use. (Gov. Code §§ 54223, 54226.) Moreover, failure to offer the property as required by this section would not invalidate a subsequent sale to a third party purchaser. (Gov. Code § 54225.)

IV. ALTERNATIVES:

Even though the City may be required to offer the land for sale to one or more of these agencies, it is not obligated to negotiate a sale price for a value less than the fair value of the property's highest and best use. (Gov. Code §§ 54223, 54226.) Moreover, failure to offer the property as required by this section would not invalidate a subsequent sale to a third party purchaser. (Gov. Code § 54225.)

V. FISCAL IMPACT:

There is no immediate fiscal impact by declaring the CCF surplus property.

ATTACHMENTS:

File Name		Description
	Surplus_Property_Resolution_for_the_CCC_(00349021x7AD00).doc	Resolution No. 3662
	Exhibit_A.pdf	Exhibit A

RESOLUTION NO. 3662

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COALINGA DECLARING PROPERTY AS SURPLUS AND DIRECTING
STAFF TO PROCEED WITH DISPOSAL OF SURPLUS PROPERTY**

(CLAREMONT CUSTODY CENTER)

WHEREAS, the City of Coalinga (“City”) is the owner of certain real property located at 185 W. Gale Avenue, in the City of Coalinga, County of Fresno, APN 070-040-17st, commonly referred to as the Claremont Custody Facility (“Property”); and

WHEREAS, the City acquired the Property in 1989 for the purposes fulfilling contractual arrangements with the State of California to operate a Return-To-Custody (“RTC”) facility for the housing of parole violators; and

WHEREAS, the City operated the RTC facility until August 2011, when contractual arrangements with the State terminated and the State elected to not renew the contract; and

WHEREAS, it has been determined that the Property is no longer necessary or suitable for such use or any other use of the City and so should be disposed of as surplus real property for the benefit of the City; and

WHEREAS, the disposal of surplus real property is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Public Resource Code section 21084 and California Code of Regulations, Title 14, sections 15061(b)(2) and 15312; and

WHEREAS, the City now wishes to proceed with the disposal of the Property in accordance with law.

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

1. The foregoing recitals are adopted as true and correct.
2. The City’s Property as described herein and depicted in **Exhibit A** is surplus to the City’s needs and will not, upon the sale or lease thereof, be needed by the City for use at the time of delivery of possession. The Property is hereby declared to be surplus property.
3. The interests of the City and the community would best be served by the City’s disposal of the Property, through its sale or lease.
4. Disposal of the Property is exempt from CEQA as set forth in the Recitals.

5. Sale or lease of the Property shall be on terms to be approved by the City Council.

6. The City Manager (or his designee) shall mail letters to specified state and local entities and qualified non-profit corporations in accordance with Government Code § 54222, et seq., inviting written offers to buy the Property upon the terms and conditions set forth by the City Council. Such entities shall have sixty (60) days from the date of such written invitation to notify the City of their desire to buy the Property. If one or more of these entities notifies the City of such a desire, then the City shall negotiate with the entities, in good faith, for at least an additional ninety (90) days in an attempt to reach agreement on sale of the Property.

7. If no agency or entity acquires the Property under the procedures referred to herein, then the City Manager (or her designee) is authorized and directed to proceed with all steps necessary or convenient to affect sale or lease of the Property on terms to be approved by the City Council.

PASSED AND ADOPTED this 18th of December, 2014, at a regular meeting of the City Council of the City of Coalinga.

AYES:

NOES:

ABSTAIN:

ABSENT:

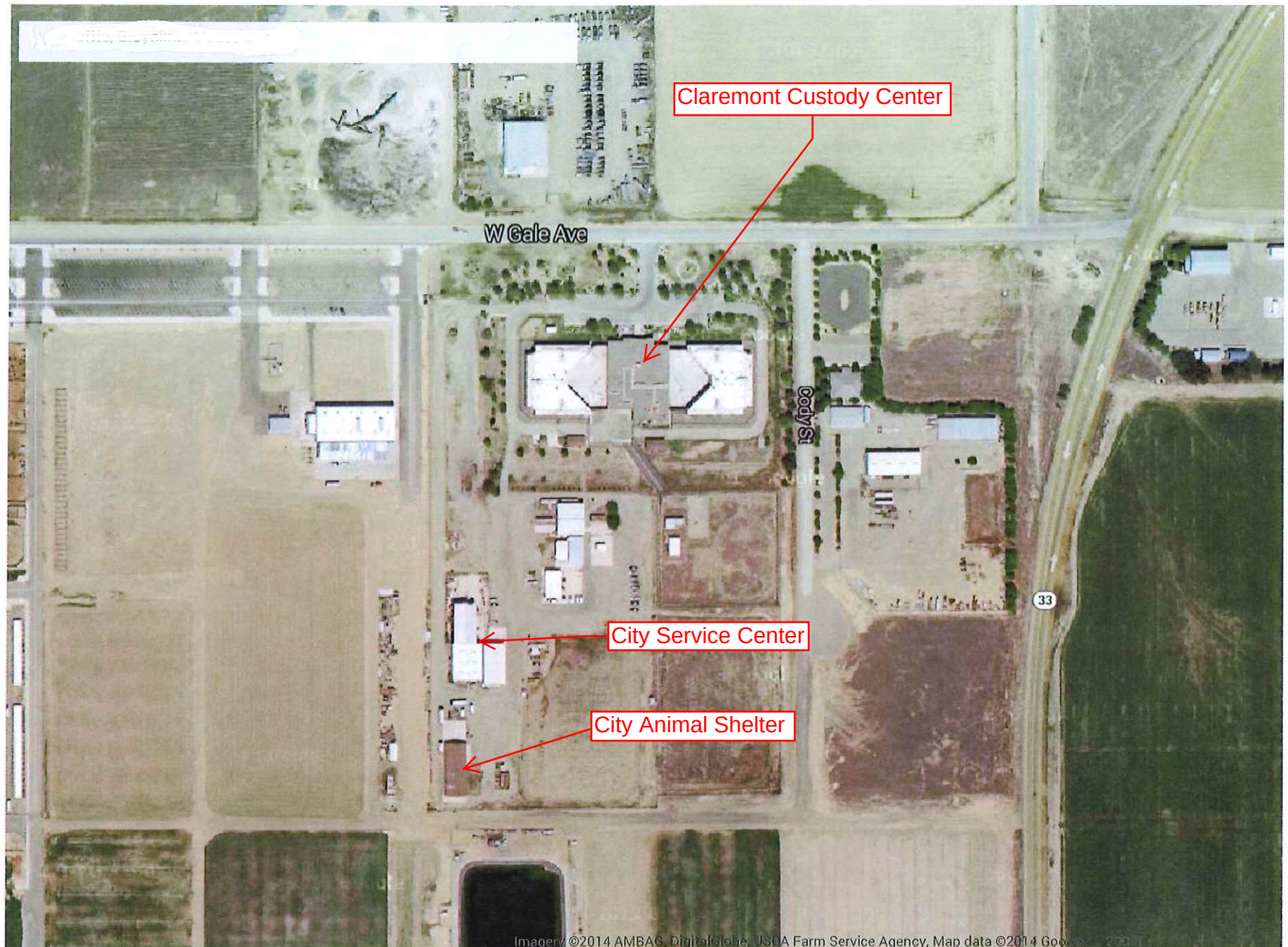
ATTEST:

Mayor, City of Coalinga

City Clerk, Deputy City Clerk

Claremont Custody Center - Aerial Map

Exhibit A



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

Subject: Adoption of Resolution No. 3661 Authorizing the Mayor to Execute Interim Renewal Contract No. 4 with the USBR for Continued Water Service from the San Luis Unit and Delta Division

Meeting Date: December 18, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

Staff is recommending the Council adopt Resolution No. 3661, which authorizes the Mayor to sign the fourth iteration of an interim renewal contract with the United States Department of Interior Bureau of Reclamation (USBR) to continue to provide the City's water supply while the USBR continues work on the environmental document related to a long term contract.

II. BACKGROUND:

The City's sole source of water supply comes from a contract with the USBR, a contract originally executed in 1968. This contract can provide up to 10,000 acre-feet (1 acre-foot = 326,000 gallons) during the federal water year (March through February) should water resources be available. On average, the City has taken delivery of some 5,500 acre-feet. The original contract term was 40 years and prior to the original contract's end of term the USBR engaged in a negotiation process with contractors such as the City and also began a process of environmental review, which is required under federal law. Because of the nature of the environmental review process, it has not been completed and the USBR and its contractors have entered short-term interim renewal contracts.

Beginning with interim renewal contract No. 1 (IR1), which was executed on January 1, 2009, for a two-year period, the USBR and water contractors have executed successive interim renewal contracts numbers 2 (IR2) and 3 (IR3) for two-year periods. The IR3 terms out on February 28, 2015.

The USBR has contractors throughout the State in different units and divisions. Some of these units and divisions have completed the environmental process and new long term agreements are in place. It is now the turn of the San Luis Unit and Delta Division to receive focus.

III. DISCUSSION:

The City of Coalinga is one of nine water public agencies in the San Luis Unit and Delta Division being asked by the USBR to execute Interim Renewal Contract No. 4 (IR4) before IR3 terms out while USBR continues work on the environmental document. The USBR's intent is to enter into new long term contracts, but they cannot until the environmental work is completed. The IR4 simply continues the terms of the original contract until February 28, 2017 while USBR continues its work on the environmental document. With completion and approval of an environmental document, the USBR will then shift emphasis to long-term contract discussion.

Adoption of Resolution No. 3661 will allow the Mayor to sign IR4 prior to the sunset of IR3 at the end of February 2015.

IV. ALTERNATIVES:

N/A

V. FISCAL IMPACT:

The fiscal impact by signing IR4 is borne by the Water Fund where an appropriation exists to purchase water supply from the USBR. There are no General Funds associated with this action.

ATTACHMENTS:

	File Name	Description
	Draft_USBR_IR4_Contract.pdf	USBR IR4 Draft Contract
	Reso_3661_USBR_IR4.doc	Resolution 3661

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Central Valley Project, California

5 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
6 AND
7 THE CITY OF COALINGA
8 PROVIDING FOR PROJECT WATER SERVICE
9 FROM THE SAN LUIS UNIT AND DELTA DIVISION

10 THIS CONTRACT, made this _____ day of _____, 20____,
11 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
12 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),
13 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
14 June 3, 1960 (74 Stat. 156), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263),
15 October 27, 1986 (100 Stat. 3050), as amended, and Title XXXIV of the Act of October 30, 1992
16 (106 Stat. 4706), all collectively hereinafter referred to as Federal Reclamation law, between the
17 UNITED STATES OF AMERICA, hereinafter referred to as the United States, and the CITY OF
18 COALINGA, hereinafter referred to as the Contractor, a public agency of the State of California,
19 duly organized, existing, and acting pursuant to the laws thereof;

20 WITNESSETH, That:

21 EXPLANATORY RECITALS

22 WHEREAS, the United States and the Contractor entered into an interim renewal
23 contract identified as Contract No. 14-06-200-4173A-IR1, hereinafter referred to as IR1, which
24 provided for the continued water service to the Contractor effective from January 1, 2009,
25 through February 28, 2011; and

WHEREAS, the United States and the Contractor have entered into successive renewals of IR1, the most recent of which is Contract No. 14-06-200-4173A-IR3, hereinafter referred to as IR3, effective from March 1, 2013, through February 28, 2015; and

WHEREAS, the United States and the Contractor have made significant progress in their negotiations of a long-term renewal contract, believe that further negotiations on the long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to seek to reach agreement, but anticipate that the environmental documentation necessary for execution of any long-term renewal contract may be delayed for reasons beyond the control of the parties; and

WHEREAS, the Contractor has requested a subsequent interim renewal contract pursuant to Article 2 of IR1; and

WHEREAS, the United States has determined that the Contractor has to date fulfilled all of its obligations under IR3; and

WHEREAS, the United States is willing to renew IR3 pursuant to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

RENEWAL AND REVISION OF
CONTRACT NO. 14-06-200-4173A-IR3

1. Except as specifically modified by this Contract, all provisions of IR3 are renewed with the same force and effect as if they were included in full text with the exception of Article 1 of IR3 thereof, which is revised as follows:

(a) The first sentence in subdivision (a) of Article 1 of IR3 is modified as follows: "This Contract shall be effective from March 1, 2015, and shall remain in effect

through February 28, 2017, and thereafter will be renewed as described in Article 2 of IR1 if a long-term renewal contract has not been executed with an effective commencement date of March 1, 2017.”

(b) Subdivision (b) of Article 1 of IR2 is amended by deleting the date “February 28, 2015,” and replacing same with the date “February 28, 2017.”

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

UNITED STATES OF AMERICA

By: _____
Regional Director, Mid-Pacific Region
Bureau of Reclamation

(SEAL)

CITY OF COALINGA

By: _____
Mayor

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
City Clerk

RESOLUTION NO. 3661

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA TO ENTER INTO AN INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION AND THE CITY OF COALINGA PROVIDING WATER SERVICE TO THE CITY OF COALINGA

WHEREAS, the Existing Interim Renewal Contract No. 14-06-200-4173A-IR3 between the United States Department of Interior Bureau of Reclamation (USBR) and the City of Coalinga (City) to provide continued water service to the City is set to expire on February 28, 2015; and

WHEREAS, the USBR and the City are in the process of negotiating a long term contract and are committed to reaching such an agreement once environmental documentation necessary for a long term contract is completed, but anticipate that the environmental documentation necessary for execution of any long term renewal contract may be delayed for reasons beyond the control of the City and the USBR; and

WHEREAS, the USBR has proposed a new Interim Renewal Contract No. 14-06-200-4173-IR4 which shall be effective from March 1, 2015 and shall remain in effect through February 28, 2017; and

WHEREAS, the City of Coalinga has fulfilled all of its obligations under the existing interim contract and is requesting a subsequent renewal contract.

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

1. The Recitals above are found to be true and correct.
2. The City Council hereby approves Interim Renewal Contract No. 14-06-200-4173A-IR4 with the United States Department of Interior Bureau of Reclamation.
3. The Mayor is hereby authorized to execute and deliver the Interim Renewal Contract No. 14-06-200-4173A-IR4, approved as to form by the City Attorney.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Coalinga on the 18th day of December, 2014, by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor, City of Coalinga

City Clerk, Deputy City Clerk

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

Subject: Authorization to File the Notice of Completion for the New Palmer Reservoir
Meeting Date: December 18, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

It is recommended the City Council authorize the City Manager to file the notice of completion for the new Palmer Reservoir.

II. BACKGROUND:

On May 2, 2013, the City Council awarded a construction contract to Paso Robles Tank, Inc. (PRT) in an amount of \$2,650,000 with a \$265,000 contingency to erect the new 3.0 million gallon Palmer Reservoir. On July 5, 2013, a notice to proceed was issued to PRT providing 280 calendar days to complete construction. The new Palmer Reservoir was placed into service in June.

III. DISCUSSION:

On December 4, 2014, the City's construction manager, CM Construction Services, Inc. recommended the City file the notice of completion. The notice of completion, when filed, begins a time period for which mechanics liens, liens against the contractor, and stop payment notices can be filed against a public construction project. It is a protection for the City during a construction project. Staff is not aware of any issues related to this project.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name	Description
☐ Notice_of_Completion_Palmer_Rsvr.doc	Notice of Completion Exhibit

RECORDING REQUESTED BY
AND FOR BENEFIT OF:

CITY OF COALINGA

WHEN RECORDED MAIL TO:

City of Coalinga
155 West Durian
Coalinga, CA 93210
Attn: Rene Ramirez

Space Above Left For Recorders Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is CITY OF COALINGA
3. The full address of the undersigned is 155 WEST DURIAN, COALINGA, CA 93210
4. The nature of the title of the undersigned is CITY MANAGER
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

<i>Names</i>	<i>Addresses</i>
<u>City of Coalinga</u>	<u>155 W. Durian Ave.</u>
<u>Rene Ramirez</u>	<u>Coalinga, CA 93210</u>

6. The names of the predecessors in the interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

<i>Names</i>	<i>Addresses</i>
<u>NA</u>	<u></u>

7. A work of improvement on the property hereinafter described was completed on June 19, 2014
The kind of work done or materials furnished was Construction of a new 3 million gallon water reservoir tank, with associated piping to tie into existing City of Coalinga water feed.

8. The name of the original contractor, if any for the work of improvement was Paso Robles Tank, Inc.
(NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE,
INSERT THE WORD "none")

9. The property on which the work of improvement was completed is in the City of Coalinga
County of Fresno, State of California, and is described as follows:

New 3 million gallon Palmer Ave. water reservoir

10. The street address of the said property is Palmer Ave. east of HWY 198/33
(NUMBER AND STREET, OR, IF THERE IS NO OFFICIAL STREET ADDRESS, INSERT THE WORD
"none")

Dated: Rene Ramirez, Coalinga City Manager

VERIFICATION

I, the undersigned, say: I am the person who signed the foregoing notice. I have read the above notice and know its content, and the facts stated therein are true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Coalinga, California, this day of

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

Subject: Adoption of Resolution No. 3663 Accepting and Approving the Election Results from the November 4, 2014 Consolidated General Election

Meeting Date: December 18, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

It is recommended the Council adopt Resolution No. 3663, which accepts and approves the results from the general election held on November 4, 2014.

II. BACKGROUND:

Among the ballot measures on the November 4, 2014 general election for the community voters to consider were three (3) City Council seats and Measure P, the public safety utility user tax measure.

III. DISCUSSION:

On December 2, 2014 the County Clerk/Registrar of Voters certified the results of the general election held on November 4, 2014. The results for the three (3) Council seats and Measure P are found in Resolution No. 3663 and the attached Certificates for the Election and Measure P that were received from the County Clerk's office.

Two new Council members were voted into office and one incumbent retained his seat. The new Council members are: Mr. Steve Raine and Mr. Nathan Vosburg. Incumbent, Ron Ramsey, retained his seat on the Council. Measure P, the public safety utility user tax was defeated when only 28.02% percent of voters voted in favor of the tax when a super-majority approval was required.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name	Description
☐ Reso_3663_Approving_2014_Election_Results.doc	Resolution No. 3663
☐ Certification_Council_Election_2014.pdf	Certification of Council Election
☐ Certification_Measure_P_Election_2014.pdf	Certification of Measure P

RESOLUTION NO. 3663

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
ACCEPTING AND APPROVING ELECTION RESULTS FROM THE
NOVEMBER 4, 2014 CONSOLIDATED GENERAL ELECTION**

WHEREAS, on November 4, 2014, an election was held in the city of Coalinga and the election proceedings were conducted on behalf of the City of Coalinga by the Fresno County Clerk/Registrar of Voters; and

WHEREAS, the City Council received the report of the County Clerk/Registrar of Voters certifying the election results; and

WHEREAS, the County Clerk/Registrar of Voters has certified election results for the offices of the three open at large Council seats and Measure P (See **Exhibit A**); and

WHEREAS, the City Council hereby announces the election results and declares the election results to be final.

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

1. The names of persons voted for at said election for members of the City Council are:

Steve Raine
Ron Ramsey
Nathan Vosburg
Tony Garcia
Richard E. Hill
Luis E. Gonzales

2. The top three candidates elected by the voters as Members of the City Council were: Steve Raine with 20.99%; Ron Ramsey with 19.73%; and Nathan Vosburg with 18.60%. These three candidates shall serve a full term of four years.

3. For Measure P (Utility Users Tax) 28.02% of the voters voted in favor of said tax and because 66% of the voters were needed to pass Measure P, Measure P has failed.

4. The City Clerk shall immediately make and deliver to each of the persons so elected, a Certificate of Election signed by the City Clerk and authenticated. The City Clerk shall also administer to each person elected, the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

PASSED AND ADOPTED this 18th of December, 2014, at a regular meeting of the City Council of the City of Coalinga.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

City Clerk/ Deputy City Clerk

Mayor

RECEIVED
DEC 08 2014
BY: _____

BRANDI L. ORTH
County Clerk/Registrar of Voters

Statement of Votes Cast
Statewide General Election
November 4, 2014
Fresno County, California

Date:12/04/14
Time:09:02:42
Page:1 of 3

SOVC For 604 0 City Of Coalinga, All Counters, Coalinga City Council

	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
0000007			
Polling	1034	144	13.93%
Vote by Mail	1034	219	21.18%
Total	1034	363	35.11%
0000008			
Polling	825	118	14.30%
Vote by Mail	825	128	15.52%
Total	825	246	29.82%
0000009			
Polling	1487	338	22.73%
Vote by Mail	1487	412	27.71%
Total	1487	750	50.44%
0000010			
Polling	982	163	16.60%
Vote by Mail	982	175	17.82%
Total	982	338	34.42%
0001011			
Polling	339	199	58.70%
Vote by Mail	339	0	0.00%
Total	339	199	58.70%
Total			
Polling	4667	962	20.61%
Vote by Mail	4667	934	20.01%
Total	4667	1896	40.63%

Statement of Votes Cast
Statewide General Election
November 4, 2014
Fresno County, California

Date:12/04/14
Time:09:02:42
Page:2 of 3

SOVC For 604 0 City Of Coalinga, All Counters, Coalinga City Council

COALINGA CITY COUNCIL									
	Reg. Voters	Times Counted	Total Votes	RICHARD E. HILL		RON RAMSEY		STEVE RAINE	
Jurisdiction Wide									
0000007									
Polling	1034	144	313	40	12.78%	68	21.73%	52	16.61%
Vote by Mail	1034	219	523	79	15.11%	97	18.55%	102	19.50%
Total	1034	363	836	119	14.23%	165	19.74%	154	18.42%
0000008									
Polling	825	118	246	38	15.45%	54	21.95%	39	15.85%
Vote by Mail	825	128	309	54	17.48%	58	18.77%	65	21.04%
Total	825	246	555	92	16.58%	112	20.18%	104	18.74%
0000009									
Polling	1487	338	824	98	11.89%	177	21.48%	196	23.79%
Vote by Mail	1487	412	1049	131	12.49%	220	20.97%	237	22.59%
Total	1487	750	1873	229	12.23%	397	21.20%	433	23.12%
0000010									
Polling	982	163	395	57	14.43%	78	19.75%	64	16.20%
Vote by Mail	982	175	420	47	11.19%	93	22.14%	81	19.29%
Total	982	338	815	104	12.76%	171	20.98%	145	17.79%
0001011									
Polling	339	199	438	74	16.89%	46	10.50%	112	25.57%
Vote by Mail	339	0	0	0	-	0	-	0	-
Total	339	199	438	74	16.89%	46	10.50%	112	25.57%
Total									
Polling	4667	962	2216	307	13.85%	423	19.09%	463	20.89%
Vote by Mail	4667	934	2301	311	13.52%	468	20.34%	485	21.08%
Total	4667	1896	4517	618	13.68%	891	19.73%	948	20.99%

Statement of Votes Cast
Statewide General Election
November 4, 2014
Fresno County, California

Date:12/04/14
Time:09:02:43
Page:3 of 3

SOVC For 604 0 City Of Coalinga, All Counters, Coalinga City Council

COALINGA CITY COUNCIL						
	NATHAN VOSBURG		LUIS E. GONZALES		TONY GARCIA	
					Write-In Votes	
Jurisdiction Wide						
0000007						
Polling	52	16.61%	40	12.78%	61	19.49%
Vote by Mail	101	19.31%	58	11.09%	82	15.68%
Total	153	18.30%	98	11.72%	143	17.11%
0000008						
Polling	52	21.14%	26	10.57%	35	14.23%
Vote by Mail	46	14.89%	31	10.03%	53	17.15%
Total	98	17.66%	57	10.27%	88	15.86%
0000009						
Polling	175	21.24%	60	7.28%	116	14.08%
Vote by Mail	204	19.45%	80	7.63%	173	16.49%
Total	379	20.23%	140	7.47%	289	15.43%
0000010						
Polling	78	19.75%	45	11.39%	69	17.47%
Vote by Mail	76	18.10%	45	10.71%	74	17.62%
Total	154	18.90%	90	11.04%	143	17.55%
0001011						
Polling	56	12.79%	81	18.49%	65	14.84%
Vote by Mail	0	-	0	-	0	-
Total	56	12.79%	81	18.49%	65	14.84%
Total						
Polling	413	18.64%	252	11.37%	346	15.61%
Vote by Mail	427	18.56%	214	9.30%	382	16.60%
Total	840	18.60%	466	10.32%	728	16.12%

CERTIFICATE OF COUNTY CLERK TO RESULTS OF THE CANVASS

I, BRANDI L. ORTH, County Clerk/Registrar of Voters of the County of Fresno, State of California, do hereby certify that pursuant to the provisions of Section 15301 et seq of the Elections Code of the State of California, I did canvass the returns of the vote cast in the City of Coalinga, County of Fresno, at the election held on November 4, 2014, for the Local Measure submitted to the vote of the voters, and that the Statement of the Vote Cast, to which this certificate is attached, shows the whole number of votes cast in the said city and in each of the respective precincts therein, and that the totals of the respective columns and the totals shown for the measures are full, true and correct.

BRANDI L. ORTH
County Clerk/Registrar of Voters

Statement of Votes Cast
Statewide General Election
November 4, 2014
Fresno County, California

Date:12/04/14
Time:09:34:39
Page:1 of 1

SOVC For 604 0 City Of Coalinga, All Counters, Measure P

	TURN OUT			P. CITY OF COALINGA MEASURE 2/3 TO PASS						
	Reg. Voters	Cards Cast	% Turnout	Reg. Voters	Times Counted	Total Votes	YES		NO	
Jurisdiction Wide										
0000007										
Polling	1034	144	13.93%	1034	144	141	34	24.11%	107	75.89%
Vote by Mail	1034	219	21.18%	1034	219	217	49	22.58%	168	77.42%
Total	1034	363	35.11%	1034	363	358	83	23.18%	275	76.82%
0000008										
Polling	825	118	14.30%	825	118	112	37	33.04%	75	66.96%
Vote by Mail	825	128	15.52%	825	128	125	38	30.40%	87	69.60%
Total	825	246	29.82%	825	246	237	75	31.65%	162	68.35%
0000009										
Polling	1487	338	22.73%	1487	338	334	89	26.65%	245	73.35%
Vote by Mail	1487	412	27.71%	1487	412	401	99	24.69%	302	75.31%
Total	1487	750	50.44%	1487	750	735	188	25.58%	547	74.42%
0000010										
Polling	982	163	16.60%	982	163	161	44	27.33%	117	72.67%
Vote by Mail	982	175	17.82%	982	175	172	34	19.77%	138	80.23%
Total	982	338	34.42%	982	338	333	78	23.42%	255	76.58%
0001011										
Polling	339	199	58.70%	339	199	189	95	50.26%	94	49.74%
Vote by Mail	339	0	0.00%	339	0	0	0	-	0	-
Total	339	199	58.70%	339	199	189	95	50.26%	94	49.74%
Total										
Polling	4667	962	20.61%	4667	962	937	299	31.91%	638	68.09%
Vote by Mail	4667	934	20.01%	4667	934	915	220	24.04%	695	75.96%
Total	4667	1896	40.63%	4667	1896	1852	519	28.02%	1333	71.98%

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

Subject: Council Reorganization
Meeting Date: December 18, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

It is recommended that the City Council consider reorganization.

II. BACKGROUND:

With the certification of the November 4, 2014 election and two new Council members, it is an appropriate time for the Council to consider reorganization.

For many years the process for selecting a new Mayor and Mayor Pro-Tem normally occurred annually in December or at a meeting in January. The sitting Council selected a Mayor and Mayor Pro-Tem following a process of a nomination and a second of one of its sitting members and a vote. If the person received a simple majority of the vote, he/she became Mayor. The same process was then conducted for the Mayor Pro-Tem.

In November 2011, the Council adopted Resolution No. 3479 establishing a rotating seat process for the Mayor and Mayor Pro-Tem based on continuous tenure. The Resolution stipulated the rotating Mayor process begin in 2013. This rotational process was used two times, during calendar year 2013 and 2014. On June 12, 2014 the Council decided by a 4-0 vote to rescind Resolution No. 3479 and go back to the previous selection process described above for selection of a Mayor and Mayor Pro-Tem.

III. DISCUSSION:

With Mayor Garcia no longer on the Council, Mayor Pro-Tem Keough will lead the discussion and accept nominations for the Mayor and Mayor Pro-Tem.

IV. ALTERNATIVES:

The Council could decide to postpone reorganization until later date. During this time, Mayor Pro-Tem Keough would preside over a Council meeting.

V. FISCAL IMPACT:

None.

ATTACHMENTS:

	File Name	Description
□	Resolution_No._3479.pdf	Resolution No. 3479

Resolution No. 3479 was
rescinded by 4-0 of the City
Council on June 12, 2014

RESOLUTION NO. 3479

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
ESTABLISHING A POLICY AND PROCEDURE FOR THE SELECTION OF THE
MAYOR AND MAYOR PRO TEM**

WHEREAS, the City Council desires to establish a policy and procedure for appointing a member of the Council to serve as Mayor and Mayor Pro Tem; and

WHEREAS, the Council desires to adopt a policy that will be neutral and will rotate the offices of Mayor and Mayor Pro Tem, automatically, every year.

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

1. This policy and procedure will become effective as of January 1, 2013. Beginning at the first meeting of January in every year, the office of Mayor shall automatically rotate.
2. Beginning at the first meeting of January 2013, the office of Mayor shall automatically be filled, based on most seniority, measured by continuous tenure on the City Council.
3. As of the first meeting in January 2013, Councilmembers will each be assigned a place in the rotation, with that Councilmember with most seniority measured by continuous tenure, becoming the Mayor, and each of the remaining four (4) Councilmembers shall be assigned a number, 2 through 5, based on their seniority, measured by continuous tenure.
4. At the first meeting of January, thereafter, in each successive year, the office of Mayor shall automatically rotate to the next successive Councilmember in the rotation.
5. Should any Councilmember decline to serve when it is his or her turn to serve, based on the rotation, then the office of Mayor shall automatically rotate to the next Councilmember, by number, in the rotation.
6. When a Councilmember's year of service as Mayor has been completed, that Councilmember shall be placed at the end of the rotation.
7. The office of the Mayor Pro Tem shall also be selected based on seniority, in accordance with the foregoing formula, and the Mayor Pro Tem as of the first meeting of January 2011, shall be that Councilmember assigned the number "2" in the rotation based on seniority. The Mayor Pro Tem shall automatically become Mayor following completion of the Mayor's term of service, as outlined above, and the new Mayor Pro Tem shall become the Councilmember next in the rotation.

8. If the Mayor and the Mayor Pro Tem position becomes vacant at any time during the year of service, the Councilmember next in the rotation, by number, shall fill the position and serve as Mayor or Mayor Pro Tem for the remainder of the vacant term.

9. Completing the term of Mayor or Mayor Pro Tem on behalf of another Councilmember, due to an unexpected vacancy, shall not be considered when determining seniority to serve as the Mayor or Mayor Pro Tem in the proper and normal line of succession, nor preclude such Councilmember from serving as Mayor or Mayor Pro Tem in his or her own right in the property and normal line of succession.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the 17th day of November, 2011, by the following vote:

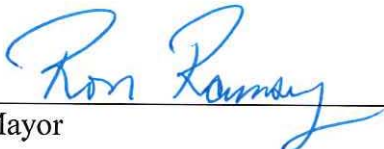
AYES: Lander, Garcia, Oxborrow, Ramsey

NOES: Bourdeau

ABSTAIN: None

ABSENT: None

APPROVED:



Mayor

ATTEST:



City Clerk/Deputy City Clerk

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

Subject: Council Direction Regarding One (1) Vacancy in the Planning Commission
Meeting Date: December 18, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Sean Brewer, Assistant Community Development Director

I. RECOMMENDATION:

Staff is seeking the Council's direction regarding one (1) vacancy on the Planning Commission.

II. BACKGROUND:

With the recent resignation of Commissioner Rocco Papietro there is now a vacancy on the Coalinga Planning Commission which will need to be filled. In accordance with Section 2-3.102, members of the Planning Commission shall be appointed by the Council. Any vacancy occurring on the Planning Commission by reason of death, resignation, removal or disqualification shall promptly be filled by the Council for the unexpired term of such member.

Rocco's last re-appointment occurred on March 7, 2013 which means that his term was set to end on March 7, 2017. Therefore, the person appointed by the Council will serve out the remainder of Rocco's term.

III. DISCUSSION:

Staff is seeking direction from the Council as to how they would like to fill the vacant Planning Commissioner position. The Council has two options when appointing a new member to the Commission:

1. Any member of the Council can make a motion nominating a member of the public to the commission and vote accordingly; or
2. If members of the Council do not have a recommendation to directly appoint they can direct the City Clerk to advertise for the Planning Commissioner position and staff will then bring back the list of applicants for consideration. This would occur most likely at the February 2015 Council meeting.

IV. ALTERNATIVES:

Alternatives were identified in the discussion section of this report above. There is no alternative of "no action" for this item.

V. FISCAL IMPACT:

None

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject: Authorization for City Manager to Sign a Contract with Mid Valley Disposal
Allowing the City of Coalinga to Continue to Provide Billing Support for their
Solid Waste Services

Meeting Date: December 18, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

It is recommended the Council authorize the City Manager to sign a contract with Mid Valley Disposal (MVD) that allows the City to continue to provide billing services for MVD's Coalinga operations for their fair share of the City's bill processing costs. Their fair share is about \$800 per month.

II. BACKGROUND:

MVD has been providing solid waste services in the community since 2004. From day one, the City has continued to include solid waste fees on its utility bill on behalf of MVD and their customers in Coalinga. By doing so, the City was able to keep things pretty much the same for customers even though solid waste services had been outsourced. City customers continued to pay the "utility bill" to the City and the City in turn paid MVD for their services minus the City's franchise fee and a few other fees the City and MVD agreed to. Providing this service to our customers and on behalf of MVD has provided some cost savings to solid waste customers. MVD does not have the staffing or infrastructure in place to service 4,000 customers without a major investment.

With a contract extension being considered, staff felt it was appropriate to also reconsider and restate the contract for billing support.

III. DISCUSSION:

The proposed contract describes the current billing process in place and restates it so that the billing service contract can go hand-in-hand with a contract extension. As stated above, MVD does not have the infrastructure or staff in place to provide billing services in Coalinga. According to MVD representatives a similar billing arrangement exists with the other cities with similar franchise contracts. The City has not provided this service free of charge to MVD. The City of Coalinga has always charged MVD one-fifth (water, natural gas, sewer, solid waste and street sweeping) of the City's cost to process monthly utility bills, which is about \$1 per utility bill. MVD typical monthly fee for its share of the bill processing charges is about \$800 per month.

In addition to the bill processing fee, under the terms of this contract the City's utilities accounts for water, natural gas, sewer and street sweeping shall benefit first from applied partial payments from customers; the City keeps any late fees associated with the collection of solid waste services; and MVD pays for their fair share for any of their flyers or inserts in the utility bill.

Staff supports a continuation of this billing relationship because it benefits our customers and requires MVD to pay their fair share of our utility bill processing costs.

IV. ALTERNATIVES:

The Council could direct staff to terminate this relationship. *(In doing so, MVD would have to come up with a billing process. This cost would be borne by their customers in the form of a fee increase.)*

V. FISCAL IMPACT:

Under the proposed arrangement, MVD will continue to pay one-fifth of the utility billing process, which is its fair share of costs.

ATTACHMENTS:

File Name	Description
 Contract_With_Mid_Valley_for_Billing_Services.docx	Contract for Billing Services
 MVD_Rates_2015-2016_Exh_A.docx	Exhibit A

CONTRACT FOR BILLING SERVICES

CITY OF COALINGA AND MID VALLEY DISPOSAL

This Contract for Billing Services ("Agreement") is entered into effective December 18, 2014, between the City of Coalinga, a municipal corporation within the State of California ("City") and Mid Valley Disposal Inc., a California corporation ("Mid Valley" or "Franchisee"), with respect to the following recitals which are a substantive part of this Agreement:

RECITALS

- A. Pursuant to a Franchise Agreement between City and Mid Valley ("Franchise"), Mid Valley has an exclusive franchise to provide solid waste collection and disposal services within the City of Coalinga. The Franchise is on file with City and Mid Valley and incorporated herein by reference. Unless otherwise specified or clear from the context, capitalized words in this Agreement shall have the meaning set forth in the Franchise.
- B. Section 4.8 of the Franchise provides that Mid Valley is responsible for all billing and collection of Customer Rates and Special Collection Service Fees ("Billing Services") associated with the solid waste services, except that Mid Valley and City may negotiate a contract to have City perform the Billing Services as part of City's regular utility billing process. Mid Valley may also contract with City to provide Billing Services for Special Collection Services.
- C. City has historically performed Billing Services on behalf of Mid Valley and Mid Valley has requested that City continue providing Billing Services.
- D. Mid Valley is not currently equipped to provide regular monthly Billing Services and would need to hire additional staff and obtain additional equipment to perform monthly Billing Services, which would lead to an increase in Customer Rates and Special Collection Service Fees.
- E. City is willing to provide monthly and other Billing Services pursuant to the terms of this Agreement in order to minimize Customer Rates and Special Service Fees, and for other consideration set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Billing Services. City agrees to perform Billing Services for monthly residential and commercial accounts. City also agrees to perform Billing Services for the Special Collection Services specified in **Exhibit A**, as that exhibit may be amended from time to time by City and Mid Valley. The City Manager is authorized to make changes to **Exhibit A** to add or delete Special Collection Services that do not substantially increase City's burdens under this Agreement.

2. Procedures. City and Mid Valley shall use their current procedures and processes for collecting Customer Rates and Special Service Fees, as follows:

a. City shall include Customer Rates and Special Service Fees (“Solid Waste Costs”) it is required to collect under this Agreement in City’s regular utility billing process.

b. City shall collect the Solid Waste Costs in the same manner it collects other utility costs. Any partial payments shall first be applied to City accounts: water, natural gas, sewer and street sweeping.

c. City shall keep any late charges or other surcharges levied relating to the collection of the Solid Waste Costs.

d. Mid Valley shall pay for a proportionate cost of City’s utility billing process, which is hereby set at one fifth (1/5th) of City’s cost to process utility bills. City’s costs are set forth in the operations budget of the Utility Billing Enterprise Fund.

e. Mid Valley shall pay for City’s costs of including any special flyers or inserts on behalf of Mid Valley in the utility bills.

3. Payment to Mid Valley. City shall transmit the Solid Waste Costs actually collected in accordance with current procedures and processes as follows:

a. A lump sum remittance shall be made to Mid Valley on or before the last day of the month for collections received from the prior month.

b. Mid Valley’s proportionate share of the utility billing costs shall be deducted from the payment.

c. The Franchise fees owed to City pursuant to the Franchise shall be credited against the payment.

4. Cooperation, Supplemental Procedures, and Reporting. City and Mid Valley shall reasonably cooperate in good faith with each other in carrying out the requirements of this Agreement, including as necessary adopting supplemental procedures and reporting requirements to account for each party’s obligations hereunder. The City Manager is authorized to approve those supplemental procedures and reporting requirements. Any disputes under this Agreement shall be resolved in accordance with Sections 6.2, 9.5, and 9.6 of the Franchise.

5. Term. This Agreement shall run concurrently with the term of the Franchise, except that it may be earlier terminated by either party upon not less than twelve (12) months notice.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Authority. The signatories to this Agreement warrant and represent that their respective governing bodies have approved this Agreement and that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

8. Actions of City. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of City in its governmental and regulatory capacity. No official, officer, or employee of the City shall be liable in their individual capacity for a breach of this Agreement.

CITY OF COALINGA

MID VALLEY DISPOSAL INC.

By: _____
Rene Ramirez, City Manager

By: _____
Jay Kalpakoff, President

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk/Deputy City Clerk

By: _____
Roy Mendrin, Vice President

APPROVED AS TO FORM:

By: _____
City Attorney

City of Coalinga Refuse Rates – Exhibit A

	Current	July 2015	July 2016
Residential	\$22.65	\$23.56	\$24.50
Second trash	\$36.00	\$37.44	\$38.94
Commercial	\$27.50	\$29.43	\$30.90
1-2-2-	\$131.50	\$140.71	\$147.74
1-2-3-	\$184.00	\$196.88	\$206.72
1-2-4-	\$225.00	\$240.75	\$252.79
1-2-5-	\$287.00	\$307.09	\$322.44
1-2-6-	\$365.50	\$391.09	\$410.64
1-2-7-	\$301.57	\$322.68	\$338.81
1-3-2-	\$197.00	\$210.79	\$221.33
1-3-3-	\$276.00	\$295.32	\$310.09
1-3-4-	\$352.50	\$377.18	\$396.03
1-3-5-	\$431.00	\$461.17	\$484.23
1-3-6-	\$510.00	\$545.70	\$572.99

Miscellaneous Charges

Residential (MVD)

Extra Pick-up/Go Back (Automated can)	\$ 8.00
Contaminate Recycling Cart	\$ 8.00
Replacement Cart	\$ 60.00

Roll-off (MVD Bill)

Delivery	\$ 30.00
Load Charge	\$ 235.00 + Landfill
Rent-A-Bin (2 yard) (10 days rental+ 2-dumps)	\$ 125.00
Extra Dump	\$ 45.00

Commercial (MVD Bill)

Extra Pick Up (2 yard)	\$ 40.00
Go Back Fee	\$ 25.00
Contaminated Bin (2 yard) (Recycling Blue)	\$ 45.00

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

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

Subject: Waive Second Reading and Adopt Ordinance No. 779 adding Chapter 16 to title 5 of the Coalinga Municipal Code, Establishing Regulations Pertaining to Massage Establishments

Meeting Date: December 18, 2014

From: Rene A. Ramirez, City Manager

Prepared by: Cal Minor, Chief of Police

I. RECOMMENDATION:

It is recommended the City Council waive the second reading and adopt Ordinance 779 adding Chapter 16 to title 5 of the Coalinga Municipal Code, establishing regulations pertaining to Massage establishments.

II. BACKGROUND:

At the November 6, 2014 City Council Meeting the Council approved adding Ordinance 779 to the Coalinga Municipal Code. If adopted this Ordinance 779 will be effective in 30 days allowing the City of Coalinga to regulate Massage establishments.

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 business located within the City. If this Ordinance is approved, the City of Coalinga will have more control with the licensing and operations of this type of 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 Ordinance requires the applicants pay for all City associated permit costs.

ATTACHMENTS:

File Name	Description
 Message_Ordinance_(00343405-2x7AD00).doc	Ordinance No.779
 Message_License.pdf	Application
 APPLICATION_REQUIREMENTS_FOR_OBTAINING_A_MASSAGE_OR_OUT_CALL_PERMIT.docx	Informational For 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

REQUIRMENTS FOR OBTAINING A MESSAGE OR OUT CALL PERMIT

The applicant must provide the following information when applying for a permit:

- (1) Complete the massage establishment or out call permit application. Fees for each establishment permit shall be paid to the Coalinga Police Department at the time the application is submitted. All fees are 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
- (2) Applicant must apply for a business license through the City Clerk's Office and pay applicable fees.
- (3) Must provide: name, present residential and business address, telephone numbers, birth date and California driver's license or identification card number of the applicant.
- (4) Prior residential addresses. All residential addresses and dates of residence for five (5) years preceding the date of the application.
- (5) 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.
- (6) 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.
- (7) Arrests and convictions. A listing and explanation of any arrests or convictions for any felonies or non-traffic-related misdemeanors.
- (8) Fingerprints. Fingerprints of the applicant.
- (9) Photograph. Submit to a photograph taken by the Police Department.
- (10) 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.
- (11) Other information. Any other information as required by the Chief of Police.

- (12) 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.
- (13) 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.
- (14) 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.
- (15) Evidence of other permits. Evidence of applicable land use and/or building permits as required by the City of Coalinga.

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

Subject: Council Approval of the Scope of Work and Budget Allocation for the City of Coalinga Bi-Annual ADA Improvement Project
Meeting Date: December 18, 2014
From: Rene A. Ramirez, City Manager
Prepared by: Sean Brewer, Assistant Community Development Director

I. RECOMMENDATION:

Council Approval of a Scope of Work and Budget Allocation of \$172,520 for the City of Coalinga 2014/2015 ADA Improvement Project (Exhibit A).

II. BACKGROUND:

During fiscal year 2014/2015 budget discussions the Council approved a budget allocation of \$100,000 for various ADA improvements throughout the City. These improvements are to be undertaken in accordance with the adopted ADA Transition Plan which was adopted by the City Council in November of 2013.

III. DISCUSSION:

Staff has been working with the City Engineer to develop a plan for the 2014/2015 fiscal year in order to address the areas of significant concern around the commercial areas of City understanding the priorities established in the ADA Transition Plan. Therefore, staff has prepared (3) cost estimates and exhibits which show the next phase of work to address the various ADA concerns identified in the ADA Transition Plan. As you can see from the exhibits there will be various curb ramp installations, sidewalk and curb and gutter improvements. Although most of the work is isolated in the same vicinity, there are a few locations that staff is recommending that the City address based on formal ADA complaints received by concerned citizens of ADA deficiencies. Those areas have been identified in the Exhibit A map.

Staff is recommending a total project budget of \$172,520 in order to include improvements around Veterans Park due to its lack of accessibility. The condition of the sidewalk, curb and gutter around Veteran's Park are all failing and requires complete reconstruction because this area was designed and installed as one monolithic curb, gutter and sidewalk. In order to bring this area to ADA compliance, all of the curb, gutter and sidewalk will need to be removed and replaced. Most of the ADA improvements the City has completed to date have only included sidewalk and curb ramps and minor curb and gutter work due to the cost to do so. However, staff feels that in order to complete this area of concern it is necessary to include these improvements and take advantage of economy of scale.

In the current fiscal year there is \$100,000 budgeted for the implementation of the ADA Transition Plan but there are available funds for the increased budget request by using with Measure C Street Maintenance Funds. The budget appropriation increase over and above the original budgeted amount essentially represents the cost of doing Veteran's Park (see exhibit B). Staff is recommending that the Council approve the budget increase for the ADA project and direct staff to proceed with designing and authorizing the release of bids for this proposed work as identified in Exhibit A.

This total proposed budget includes an estimate for design and construction engineering by the City Engineer and Construction. Staff did not budget construction management consulting costs into the budget as staff feels, in conjunction with the City Engineer, that inspections and project oversight are better served by Public Works since the scope of work is within the duties completed by public works when a general encroachment permit is issued for

sidewalk, curb and gutter work.

IV. ALTERNATIVES:

- 1. Approve the scope of work that ONLY includes Veteran's Park (Exhibit B); or
- 2. Approve the Scope of work that includes ONLY Curb Ramps (Exhibit C); or
- 3. Provide staff with an alternative approach.

V. FISCAL IMPACT:

The total budget appropriation for this project will be \$172,520. Measure C Street Maintenance and Measure C Flexible Funding have a combined approximate \$1.1 Million in available project funds. No general fund dollars will be used to complete this project.

ATTACHMENTS:

File Name	Description
 Exhibit_A_-_Cost_Estimate_(Veterans_Park_with_Curb_Ramps)_-_Recommended.pdf	Exhibit A (Veterans Park and Curb Ramps)
 Exhibit_B_-_Cost_Estimate_(ONLY_Veterans_Park_Improvements).pdf	Exhibit B (Veterans Park Improvements Only)
 Exhibit_C_-_Cost_Estimate_(Curb_Ramps_Only).pdf	Exhibit C (Curb Ramps Only)



4630 W. Jennifer Ave. Suite 101
 Fresno, CA 93722-6415
 (559) 447-9075
 Fax: (559) 447-9074
 www.TriCityEngineering.com

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST City of Coalinga - Veteran's Park with Curb Ramps

JN 2495

Created: **December 4, 2014**

BASE BID

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	MOBILIZATION / GENERAL REQUIREMENTS	LS	1	\$8,500.00	\$8,500.00
2	WORKER SAFETY	LS	1	\$600.00	\$600.00
3	TRAFFIC CONTROL	LS	1	\$1,200.00	\$1,200.00
4	CONSTRUCTION SURVEYING	LS	1	\$1,500.00	\$1,500.00
5	PAVEMENT AND CONCRETE REMOVAL AND DISPOSAL	CY	110	\$150.00	\$16,500.00
6	SAWCUTTING	LF	810	\$2.00	\$1,620.00
7	HOT MIX ASPHALT TYPE B	TON	30	\$80.00	\$2,400.00
8	AGGREGATE BASE CLASS II	TON	70	\$50.00	\$3,500.00
10	CONCRETE CURB RAMP	EA	18	\$3,000.00	\$54,000.00
11	CONCRETE SIDEWALK	SF	4,220	\$7.00	\$29,540.00
12	CONCRETE 6" CURB AND GUTTER	LF	590	\$25.00	\$14,750.00
ST-1				BASE BID SUBTOTAL	\$134,110.00

ENGINEERING FEES

Item No.	Description	Unit	Quantity	Unit Price	Extension
13	DESIGN ENGINEERING	LS	1	\$ 20,000.00	\$20,000.00
14	CONSTRUCTION ENGINEERING	LS	1	\$ 5,000.00	\$5,000.00
E-1				ENGINEERING FEES SUBTOTAL	\$25,000.00

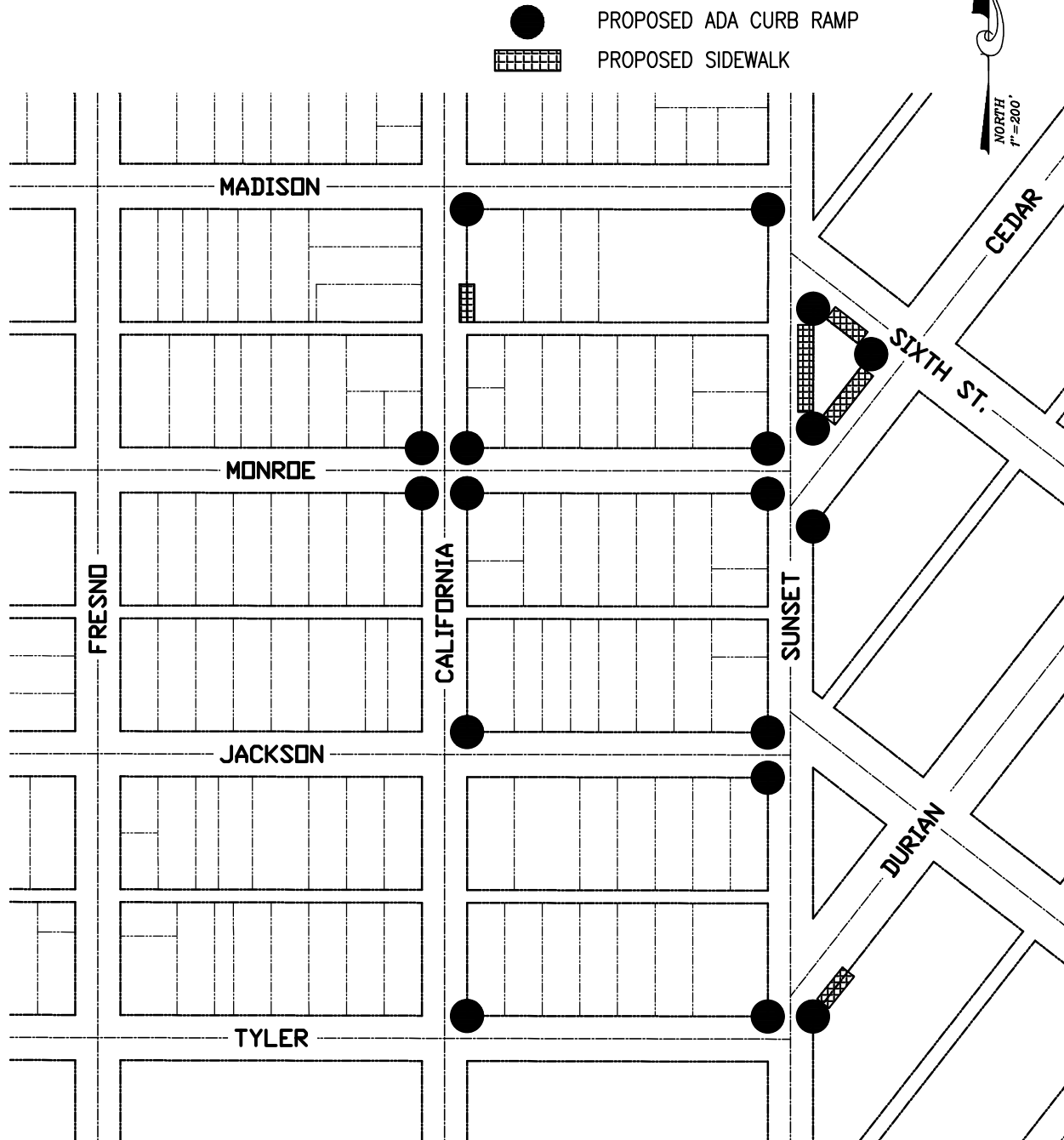
SUMMARY OF CONSTRUCTION COST

Section	Description	Subtotal
ST-1	BASE BID SUBTOTAL	\$134,110.00
E-1	ENGINEERING FEES SUBTOTAL	\$25,000.00
	CONSTRUCTION TOTAL	\$159,110.00

10% Cont. \$13,410.00

CONSTRUCTION TOTAL + 10% Cont. \$172,520.00

CITY OF COALINGA—VETERAN'S PARK WITH CURB RAMPS



Tri City Engineering, Inc.
Engineers Surveyors

4630 W. Jennifer Ave. #101
Fresno, CA 93722-6415
PH: 559-447-9075
FAX 559-447-9074
www.TriCityEngineering.com

DATE	APPRVD.	REVISION
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____

Scale: 1"=200'
Date: 2014.Dec.10
Drwn: M.G.
Chckd: M.S.
JN#: 2495



4630 W. Jennifer Ave. Suite 101
 Fresno, CA 93722-6415
 (559) 447-9075
 Fax: (559) 447-9074
 www.TriCityEngineering.com

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST City of Coalinga - Veteran's Park Improvements

JN 2495

Created: **December 4, 2014**

BASE BID

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	MOBILIZATION / GENERAL REQUIREMENTS	LS	1	\$4,000.00	\$4,000.00
2	WORKER SAFETY	LS	1	\$250.00	\$250.00
3	TRAFFIC CONTROL	LS	1	\$500.00	\$500.00
4	CONSTRUCTION SURVEYING	LS	1	\$1,000.00	\$1,000.00
5	PAVEMENT AND CONCRETE REMOVAL AND DISPOSAL	CY	90	\$150.00	\$13,500.00
6	SAWCUTTING	LF	450	\$2.00	\$900.00
7	HOT MIX ASPHALT TYPE B	TON	20	\$80.00	\$1,600.00
8	AGGREGATE BASE CLASS II	TON	60	\$50.00	\$3,000.00
9	CONCRETE CURB RAMP-STANDARD	EA	3	\$2,500.00	\$7,500.00
10	CONCRETE SIDEWALK	SF	3,500	\$7.00	\$24,500.00
11	CONCRETE 6" CURB AND GUTTER	LF	410	\$25.00	\$10,250.00
ST-1				BASE BID SUBTOTAL	\$67,000.00

ENGINEERING FEES

Item No.	Description	Unit	Quantity	Unit Price	Extension
12	DESIGN ENGINEERING	LS	1	\$ 10,000.00	\$10,000.00
13	CONSTRUCTION ENGINEERING	LS	1	\$ 1,500.00	\$1,500.00
E-1				ENGINEERING FEES SUBTOTAL	\$11,500.00

SUMMARY OF CONSTRUCTION COST

Section	Description	Subtotal
ST-1	BASE BID SUBTOTAL	\$67,000.00
E-1	ENGINEERING FEES SUBTOTAL	\$11,500.00
	CONSTRUCTION TOTAL	\$78,500.00

10% Cont. \$6,700.00

CONSTRUCTION TOTAL + 10% Cont. \$85,200.00

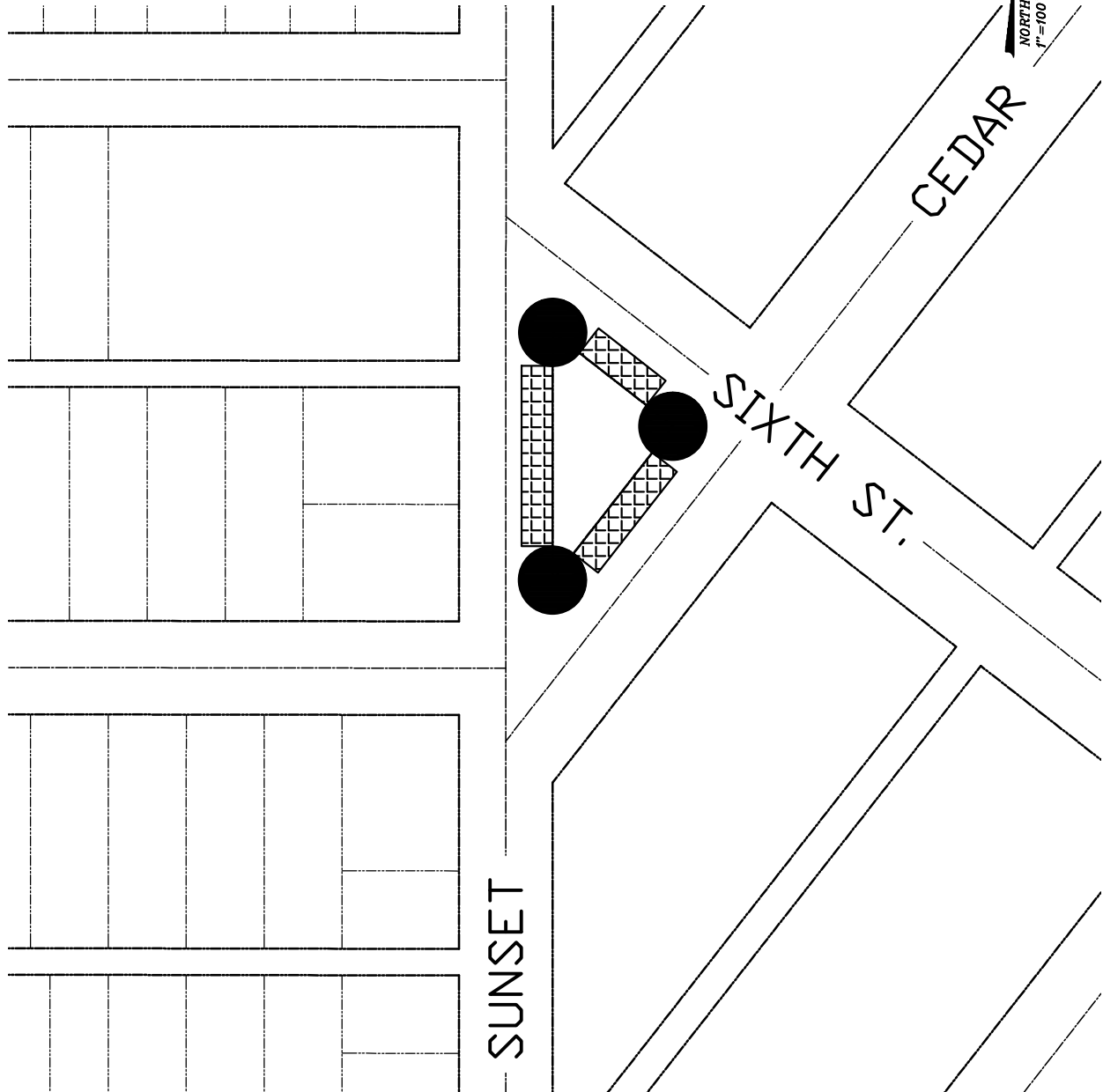
CITY OF COALINGA—VETERAN'S PARK



PROPOSED ADA CURB RAMP



PROPOSED SIDEWALK



Tri City Engineering, Inc.
Engineers Surveyors

4630 W. Jennifer Ave. #101
Fresno, CA 93722-6415
PH: 559-447-9075
FAX 559-447-9074
www.TriCityEngineering.com

DATE APPRVD. REVISION

△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____

Scale: 1"=100'
Date: 2014.Dec.08
Drwn: M.G.
Chkd: M.S.
JN#: 2495



4630 W. Jennifer Ave. Suite 101
 Fresno, CA 93722-6415
 (559) 447-9075
 Fax: (559) 447-9074
 www.TriCityEngineering.com

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST City of Coalinga - Curb Ramps Only

JN 2495

Created: **December 4, 2014**

BASE BID

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	MOBILIZATION / GENERAL REQUIREMENTS	LS	1	\$5,000.00	\$5,000.00
2	WORKER SAFETY	LS	1	\$250.00	\$250.00
3	TRAFFIC CONTROL	LS	1	\$700.00	\$700.00
4	CONSTRUCTION SURVEYING	LS	1	\$1,000.00	\$1,000.00
5	PAVEMENT AND CONCRETE REMOVAL AND DISPOSAL	CY	35	\$150.00	\$5,250.00
6	SAWCUTTING	LF	450	\$2.00	\$900.00
7	HOT MIX ASPHALT TYPE B	TON	15	\$80.00	\$1,200.00
8	AGGREGATE BASE CLASS II	TON	30	\$50.00	\$1,500.00
9	CONCRETE CURB RAMP	EA	15	\$3,000.00	\$45,000.00
10	CONCRETE SIDEWALK	SF	1,350	\$7.00	\$9,450.00
11	CONCRETE 6" CURB AND GUTTER	LF	230	\$25.00	\$5,750.00
ST-1				BASE BID SUBTOTAL	\$76,000.00

ENGINEERING FEES

Item No.	Description	Unit	Quantity	Unit Price	Extension
12	DESIGN ENGINEERING	LS	1	\$ 12,500.00	\$12,500.00
13	CONSTRUCTION ENGINEERING	LS	1	\$ 3,000.00	\$3,000.00
E-1				ENGINEERING FEES SUBTOTAL	\$15,500.00

SUMMARY OF CONSTRUCTION COST

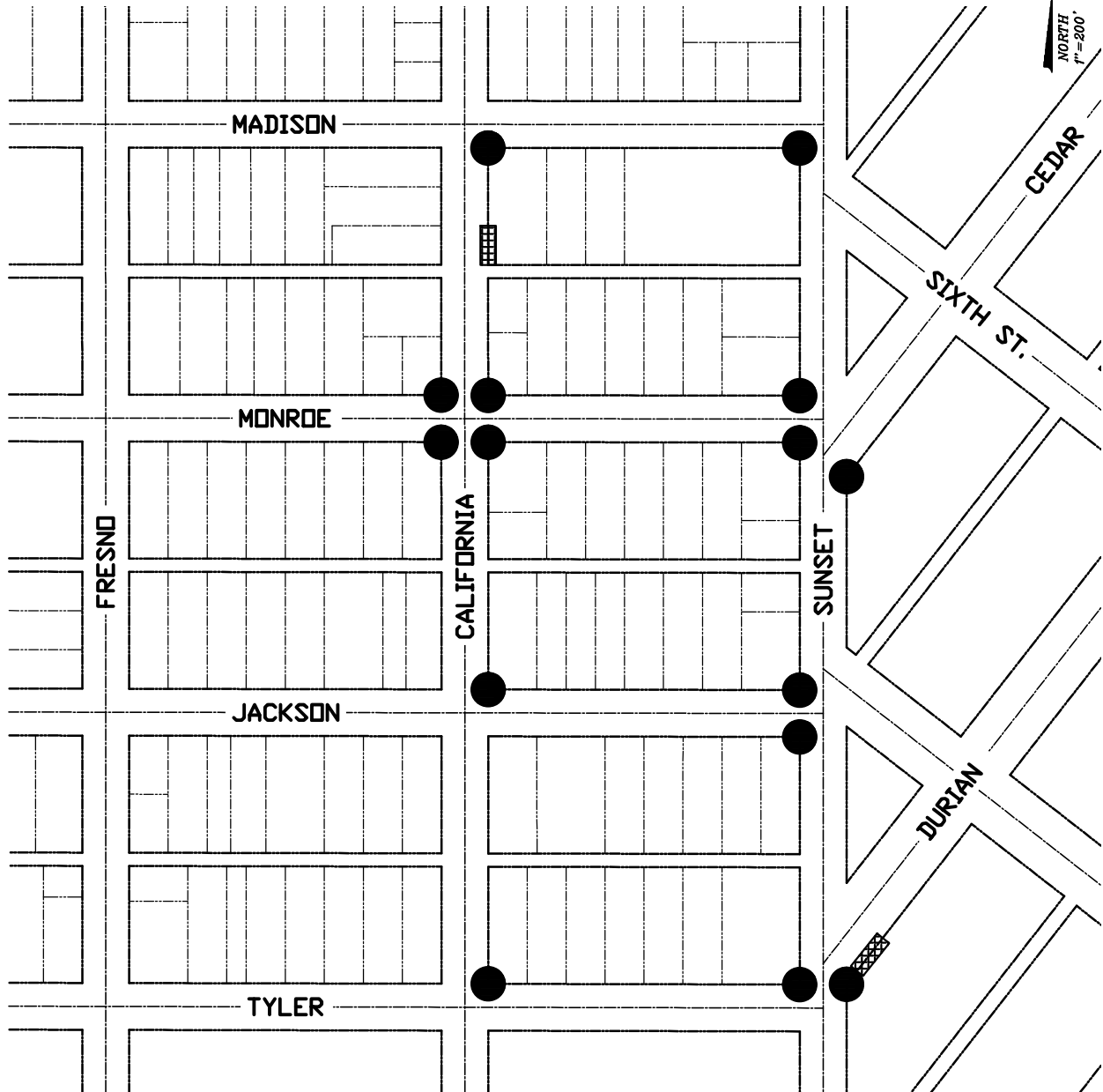
Section	Description	Subtotal
ST-1	BASE BID SUBTOTAL	\$76,000.00
E-1	ENGINEERING FEES SUBTOTAL	\$15,500.00
	CONSTRUCTION TOTAL	\$91,500.00

10% Cont. \$7,600.00

CONSTRUCTION TOTAL + 10% Cont. \$99,100.00

CITY OF COALINGA—CURB RAMPS

- PROPOSED ADA CURB RAMP
- ▤ PROPOSED SIDEWALK



Tri City Engineering, Inc.
Engineers Surveyors

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www.TriCityEngineering.com

DATE	APPRVD.	REVISION
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____

Scale: 1"=200'
Date: 2014.Dec.09
Drwn: M.G.
Chkd: M.S.
JN#: 2495