



CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

**January 19, 2023
6:00 PM**

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

Notice is hereby given that the City Council will hold a Regular Meeting, on January 19, 2023 in the City Council Chambers, 155 West Durian Avenue, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113.

The Meeting will begin at 6:00 p.m. and the Agenda will be as follows:

1. CALL TO ORDER

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

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Certificate Honoring Richard Hill for his Service and Representation of Veterans, the Elks, the City of Coalinga, and the 2023 Rose Bowl Parade
2. 2022 Police Officer of the Year Award Honoring Brady Kaiser
3. 2022 Firefighter of The Year Award Honoring Russell Banks
4. Fire Department Promotion Recognitions
5. Recognize Public Works and Utilities Department for being Accident Free for Over One Year

3. CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on

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

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

4. PUBLIC HEARINGS

1. Adopt Resolution No. 4132 Certifying an Initial Study and Mitigated Negative Declaration with Mitigation Monitoring and Reporting Program for the Construction of Segments 1, 2, 13 and 14 of the Coalinga Trails Master Plan

Sean Brewer, Assistant City Manager

2. Consideration and Approval of a Zoning Text Amendment and Introducing and Waiving the First Reading of Ordinance No. 852 Establishing Regulations for the Permitting of Mobile Food Trucks in the City of Coalinga

Sean Brewer, Assistant City Manager

5. CONSENT CALENDAR

1. Approve MINUTES - December 1, 2022
2. Approve MINUTES - December 5, 21022 (Special)
3. Waive Second Reading and Adopt Ordinance No. 856 (Adoption of 2022 California Building Codes)
4. Adopt Resolution No. 4134 Authorizing Designated Signatures for City Bank Accounts with Union Bank
5. Adopt Resolution No. 4135 Authorizing Emergency Repairs to E. Polk Street between East Glenn and South 6th Street and at the Intersection of Forest and E. Polk in Accordance with California Public Contract Code
6. Adopt Resolution No. 4136 Accepting and Appropriating Funds Derived from the Waived City Council Stipend for Councilman Hedgecock
7. Reject Claim for Damages Presented by Said Alexander Villalobos Otero
8. Authorize City Manager to Execute an Amended Project Development Agreement with Johnson Controls to Develop an Energy Services Project (Water Treatment Plan Solar PV System with Battery Backup) pursuant to California Government Code 4217.10-4217.18
9. Authorize Assistant City Manager to Coordinate an Appreciation Event for Public Works and Utilities Employees for being Accident-Free for Over One Year

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Swearing In of Re-Elected Councilmember Adam Adkisson
Marissa Trejo, City Manager
2. Discussion, Direction and Potential Action related to the 2022/2023 Water Year and Water Conservation Efforts including Revisiting the Current Water Restrictions

Sean Brewer, Assistant City Manager

7. ANNOUNCEMENTS

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

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION

1. REAL PROPERTY NEGOTIATIONS - Government Code Section 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: 25 W. Polk Street (APN: 083-080-60S), Coalinga, CA. CITY NEGOTIATORS: City Manager, Marissa Trejo; and City Attorney, Mario Zamora. NEGOTIATING PARTIES: Fresno County. UNDER NEGOTIATION: Price and Terms of Lease
2. CONFERENCE WITH LABOR NEGOTIATORS – Government Code 54957.6. CITY NEGOTIATORS: City Manager, Marissa Trejo; City Attorney, Mario Zamora. EMPLOYEE (ORGANIZATION): Non-Represented Employees

10. CLOSED SESSION REPORT

Closed Session: A "Closed" or "Executive" Session of the City Council, Successor Agency, or Public Finance Authority may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Administration Building at 155 W. Durian Avenue and any announcements or discussion will be held at the same location following Closed Session.

11. ADJOURNMENT

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

Subject: 2022 Police Officer of the Year Award Honoring Brady Kaiser
Meeting Date:
From:
Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject: 2022 Firefighter of The Year Award Honoring Russell Banks
Meeting Date: Thursday, January 19, 2023
From: Marissa Trejo, City Manager
Prepared by: Greg DuPuis, Fire Chief

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

Firefighter of the Year Presentation

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
▣	FFOTY-Banks.pdf	Firefighter of the year



COALINGA FIRE DEPARTMENT

GREG DUPUIS, FIRE CHIEF

300 W. Elm Ave • Coalinga, CA 93210 • Phone (559) 935-1652 • Fax (559) 935-1638

Date: January 9, 2023

To: Marissa Trejo, City Manager

From: Greg DuPuis, Fire Chief

Re: First Responder of the Year

It is my honor to announce Firefighter/Paramedic Russell Banks as the City of Coalinga Fire Department's First Responder of the Year for 2022.

Russell has been with the department since June of 2019 and exemplifies what a Coalinga Firefighter should be. Russell's dedication to the department is demonstrated consistently in his daily activities. Not a moment goes by where Russell is not doing something to make the department better. Whether it is perfecting his own skills or helping others, volunteering for projects, or finding ways to serve the community, Russell is constantly busy in between calls contribution to helping the department reach its fullest potential.

Russell has taken it upon himself to become a CPR instructor to offer classes to the community. Internally, Russell is also an ACLS instructor so that our Paramedics can re-certify without having to travel into Fresno. Russell has taken an active role in all things related to EMS and has taken on additional responsibilities to alleviate part of the workload on the EMS Captain. He is always willing to help and has a passion for teaching others. He has recently become a Fresno County Paramedic preceptor and will help train and evaluate future paramedics. In addition to his contributions to EMS division of the department, Russell is one of 6 Fireline Paramedics that is part of a single resource assignment for Wildland Fires. Russell is always available to go out on assignment or cover the station when the need arises.

Russell has earned this award through a nomination by his peers. According to his peers, Russell is one of the hardest working firefighters in the department. He is referred to as the "silent professional." He just comes to work and does his job. His dedication and professionalism are noticed and makes them all want to be better. He supports others to help them achieve their goals and supports the goals and vision of the department. Everything he does serves to better himself, the department, or the fire service as a whole.

Please join me in congratulating Russell Banks as the 2022 City of Coalinga Fire Department's First Responder of the Year.

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

Subject: Fire Department Promotion Recognitions
Meeting Date: Thursday, January 19, 2023
From: Marissa Trejo, City Manager
Prepared by: Greg DuPuis, Fire Chief

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

Introduce to Council newly promoted Fire Department employees.

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject: Recognize Public Works and Utilities Department for being Accident Free for Over
One Year

Meeting Date:

From:

Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: Adopt Resolution No. 4132 Certifying an Initial Study and Mitigated Negative Declaration with Mitigation Monitoring and Reporting Program for the Construction of Segments 1, 2, 13 and 14 of the Coalinga Trails Master Plan

Meeting Date: Thursday, January 19, 2023

From: Marissa Trejo, City Manager

Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

City Council adoption of Resolution No. 4132 Certifying an Initial Study and Mitigated Negative Declaration with Mitigation Monitoring and Reporting Program for the construction of Segments 1, 2, 13 and 14 of the Coalinga Trails Master Plan.

II. BACKGROUND:

The City of Coalinga pursued funding through the Active Transportation grant Program to fund the design and construction of segments 1, 2, 13 and 14 of the Coalinga Multi-Use Trails Master Plan. Staff received grant funds under the CMAQ grant program to cover costs related to CEQA, Preliminary Design, Right-of-Way and Construction.

Implementation of the proposed project required preparation and approval of an Initial Study/Mitigated Negative Declaration (IS/MND). Staff in conjunction with its consultant has prepared the appropriate environmental documentation to satisfy the California Environmental Quality Act as described in the IS/MND, Resolution and Mitigation Monitoring Reporting Program. A copy of the IS/MND and the Mitigation Monitoring and Reporting Program are available on the City's website and can be accessed below:

Initial Study / Mitigated Negative Declaration
Mitigation Monitoring and Reporting Program

III. DISCUSSION:

The City of Coalinga (City) is proposing the design, construction, and operation of portions of four segments (Segments 1 [portion], 2, 13, and 14) of the City's planned 8.8-mile perimeter trail and spur system identified in the City's Trails Master Plan using Congestion Mitigation Air Quality (CMAQ) funding (proposed project). The proposed project would develop approximately 10,520 linear feet (1.97 miles) of a multi-use (vehicle separated) loop-and-spur Class I bicycle/pedestrian trail in the city of Coalinga, Fresno County, California.

Segment 1 (portion) would run along the north side of Phelps Avenue between the Coalinga Regional Medical Center and Posa Chanet Boulevard. Segment 2 would parallel Segment 1 in northeastern Coalinga along the south side of Los Gatos Creek. Segment 13 would run along an existing City maintenance road located on top of a berm north of Cambridge Avenue. Segment 14 would run along an existing maintenance road and

behind a City park, connecting Segments 2 and 13 adjacent to the Coalinga Sports Complex in northern Coalinga. The proposed staging area would be within a City of Coalinga Trails Master Plan Segments 1, 2, 13, and 14 Initial Study/Mitigated Negative Declaration vacant, undeveloped, disturbed lot located southeast of the intersection of Elm Avenue and Phelps Avenue (Figure 1 of the IS/MND).

The trails would consist of 10-foot-wide paved asphalt pathways bordered by 2 to 4 feet of decomposed granite shoulders. The proposed project would connect residents in Coalinga (and a disadvantaged census tract) to activity centers such as schools, parks, a college, shopping, neighborhoods, and jobs. The project would provide a safe option to enable increased bicycle/pedestrian transportation use. Increased active transportation would address health disparities in a community that faces higher-than-average California city rates of asthma, obesity, and heart disease.

The City of Coalinga has complied with the requirements the California Environmental Quality Act of 1970 (CEQA), in that the Coalinga Community Development Department has determined that said construction is subject to CEQA and an initial study and mitigated negative declaration was prepared for this project. The Community Development Department circulated a notice of intent (NOI) to adopt an initial study and negative declaration and advertised a 30-day public comment period which began on October 24, 2022 and ended on November 22, 2022.

Public hearing notices to all property owners within 300 feet of the site as required by Local and State law were circulated and mailed on January 5, 2023.

The Council must consider and make the following findings:

- All required public notices have been given.
- The provisions of CEQA have been followed.
- The proposed project will not have significant adverse effect on the environment.
- The property project will be compatible with the existing and future development of the surrounding areas and the project area.

Staff feels that all findings have been met and can be appropriately applied to the project.

IV. ALTERNATIVES:

- Do not adopt Resolution No. 4132 and certify the Initial Study and Mitigated Negative Declaration. - staff does not recommend.

V. FISCAL IMPACT:

The cost of preparing the CEQA documentation and project construction are funded through the CMAQ grant fund proceeds.

ATTACHMENTS:

File Name	Description
☐ CC_Res_No._4132_-_CEQA_Trails_Seg_1-2-13-14.docx	Resolution 4132 - IS-MND Trails 1-2-13-14

CITY COUNCIL RESOLUTION NO. 4132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CONSTRUCTION OF THE CITY OF COALINGA TRAILS MASTER PLAN SEGMENTS 1, 2, 13 AND 14.

WHEREAS, the City of Coalinga pursued funding for the construction of the Coalinga Trails Master Plan; and

WHEREAS, the City of Coalinga competed and obtained grant funding through the Congestion Mitigation Air Quality (CMAQ) Grant Program to design and construct segments 1, 2, 13 and 14 of the trails master plan; and

WHEREAS, the City Council of the City of Coalinga, California, did on January 19, 2023, hold a duly noticed Public Hearing to certify an Initial Study/Mitigated Negative Declaration and mitigation monitoring program in accordance with the California Environmental Quality Act.

WHEREAS, The project includes four proposed trail segments located in the city of Coalinga, Fresno County, California. Segment 1 (portion) would run along the north side of Phelps Avenue between the Coalinga Regional Medical Center and Posa Chanet Boulevard. Segment 2 would parallel Segment 1 in northeastern Coalinga along the south side of Los Gatos Creek. Segment 13 would run along an existing City maintenance road located on top of a berm north of Cambridge Avenue. Segment 14 would run along an existing maintenance road and behind a City park, connecting Segments 2 and 13 adjacent to the Coalinga Sports Complex in northern Coalinga; and

WHEREAS, the City of Coalinga has complied with the requirements the California Environmental Quality Act of 1970 (CEQA), in that the Coalinga Community Development Department has determined that said construction is subject to CEQA and an initial study and mitigated negative declaration was prepared for this project; and,

WHEREAS, the Community Development Department circulated a notice of intent (NOI) to adopt an initial study and negative declaration and advertised a 30-day public comment period which began on October 24, 2022 and ended on November 22, 2022: and

WHEREAS, the Community Development Department mailed public hearing notices to all property owners within 300 feet of the site as required by Local and State law, and;

WHEREAS, the Council has considered and hereby makes the following findings:

1. All required public notices have been given
2. The provisions of CEQA have been followed
3. The proposed project will not have significant adverse effect on the environment
4. The property project will be compatible with the existing and future development of the surrounding areas and the project area.

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

SECTION 1. That the above recitations are true and constitute the Findings of the City Council in this case;

SECTION 2. That the City Council does hereby certifies the IS/MND and mitigation and monitoring program for the reasons set forth in this Resolution.

PASSED AND ADOPTED, by the City of Coalinga City Council at a regularly scheduled meeting held on the 19th Day of January 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor/Mayor Pro-Tem

ATTEST:

City Clerk/Deputy City Clerk

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

Subject: Consideration and Approval of a Zoning Text Amendment and Introducing and Waiving the First Reading of Ordinance No. 852 Establishing Regulations for the Permitting of Mobile Food Trucks in the City of Coalinga

Meeting Date: Thursday, January 19, 2023

From: Marissa Trejo, City Manager

Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

City Council for Approval of a City Initiated Zoning Text Amendment (No. ZTA 22-02) and Further Adopting an Ordinance Amending the Planning and Zoning Code Related to regulating mobile food vendors and mobile food trucks in the City.

II. BACKGROUND:

On June 16, 2022, the City Council directed staff to begin working with the Planning Commission to develop a regulatory framework for permitting food trucks in the city of Coalinga since the current regulation in place prohibits the ability for food trucks to operate in the City.

On July 26, 2022, City staff and the Planning Commission met to discuss setting a regulatory framework for permitting food trucks in the City of Coalinga.

On September 15, 2022, staff presented the draft regulatory framework for mobile food trucks developed by the Planning Commission and the City Council voted to initiate a zoning text amendment to develop ordinance based on the draft framework presented.

On January 10, 2023, the Planning Commission approved Resolution 023P-001 recommending to the City Council approval of the zoning text amendment at their January 19, 2023 meeting.

III. DISCUSSION:

Staff has prepared an ordinance that develops a regulatory framework to permit and regulate mobile food trucks in the City of Coalinga. This ranges from updating the definitions of a mobile food truck and mobile vendors to requirements on permits, permitted locations/zones, hours of operation, parking requirements, vehicle specifications, noise, and various other operational standards.

A copy of the draft ordinance is attached for the Council's review and staff is recommending the City Council adopt.

When the Planning Commission met on January 10, 2023, they made some minor amendments to the draft that are being recommended to the City Council be adopted as part of the ordinance approval. The changes were related to requiring trash receptacles to support trash, recycling and organic waste. The Council will see

those changes in red.

General Plan/Zoning Consistency: The proposed zoning text amendment is consistent with the general plan policies and implementation measures including zoning consistency for commercial and industrial uses. These changes further enhance the general plan and intent of the zoning code.

Public Notification: On December 21, 2022 public hearing notices were posted and emailed to local paper in accordance with local and state regulations.

Environmental Determination: This text amendment has been reviewed in accordance with CEQA and staff has determined that this ordinance change would not have a detrimental effect on the health, safety and welfare of the community and fall under Section 15061(b)(3) - General Rule Exemption since there will be operational regulations established and included to eliminate potential impacts.

IV. ALTERNATIVES:

Establishing regulations to permit food trucks in the City could lead to increased sales tax base to the City of Coalinga through business licensing and tax collection.

V. FISCAL IMPACT:

The following standard findings must be made for each Zoning Ordinance amendment:

- The proposed Zoning Ordinance amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
- The proposed Zoning Ordinance amendment is consistent and compatible with the goals, policies, and actions of the General Plan, and the other applicable provisions of the Zoning Ordinance.
- If applicable, the site is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses/developments.
- The proposed Zoning Ordinance amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act.

ATTACHMENTS:

File Name	Description
 Ordinance_No_852_-_Food_Truck_Regulations_-_PC_Revisions.docx	Ordinance No. 852 - Food Trucks

ORDINANCE NO. 852

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA, CALIFORNIA AMENDING TITLE 9 OF THE COALINGA MUNICIPAL CODE RELATED TO MOBILE FOOD TRUCKS.

WHEREAS, Title 9 of the Coalinga Municipal code establishes regulations, requirements and standards including but not limited to: controlling the uses of land, the density of population, the uses and locations of structures, the height and bulk of structures, open spaces surrounding buildings, the areas and dimensions of lot areas and building sites, the location, size, and illumination of signs, and requiring the provision of usable open space, screening and landscaping, off-street parking and loading facilities, and;

WHEREAS, the City wishes to update Title 9 of the Municipal Code to update regulations related regulating food trucks; and

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

SECTION 1. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2. The City Council hereby adds/amends the following definitions to Article 2-Definitions to Title 9 Chapter 1 of the Coalinga Municipal Code to read as follows:

Article 2. - Definitions

Mobile vendor. Any person that sells, or causes or allows another, whether as an employee or as an independent contractor leasing or renting equipment, to sell any food, drinks or merchandise on any street, or alley, by means of automobile, truck or any other registered vehicle or vessel. Mobile vendors are different than Mobile Food Trucks as mobile vendors are not permitted to vend on private or public property. See mobile food trucks for regulations on private and public property. This does not include vendors vending from a public sidewalk (see sidewalk vendors Section 9-5.130). Mobile vendors must obtain a business license from the City of Coalinga prior to the start of business operations. Mobile vendor shall not mean any person operating under a concession agreement or other agreement with the city as a party to the agreement. A mobile vendor is different from a peddler, who visits private residences to sell goods, as defined and regulated in Title 5, Chapter 9 of the Coalinga Municipal Code.

Mobile food truck. A licensed, motorized vehicle or mobile food unit licensed by the Department of California Department of Motor Vehicles, designed, and equipped to prepare, or serve, and sell food, and temporarily stored in a location where food items are sold to the general public. (The mobile food truck shall be licensed in accordance with the rules and regulations of any local, County, State and Federal agency having jurisdiction over the mobile food truck or products sold therein).

SECTION 3. The City Council hereby amends Article 9 of Chapter 5 of Title 9 of the Coalinga Municipal Code related to Mobile Vendors and Mobile Food Trucks:

Sec. 9-5.116. Mobile Vendors and Mobile Food Trucks

- (a) Purpose. This section supplements Title 5, Chapter 9, Peddlers and Solicitors, of the Coalinga Municipal Code by defining the standards of vehicles used for mobile vending or peddling and their operational regulations. This section also includes operational regulations for mobile food trucks.

(b) The following standards shall apply to all mobile vendors operating in Coalinga:

- (1) Vending from any vehicle shall not be permitted within 100 feet of any intersection of two (2) or more public streets. The vending vehicle operator shall comply with parking signs, curb markings and other traffic and parking restrictions at all times.
- (2) No mobile vendor shall stand, stop or park within 1,000 feet of the property line of any public or private school intended to educate individuals eighteen (18) years of age or younger between the hours of 7:00 a.m. and 7:00 p.m. on days when school is in session.
- (3) No vending vehicles are permitted in the Open Space Zoning District, or any park, unless a permit is first obtained from the City. Vending vehicles that are over twenty (20) feet long, or have a kitchen, are not permitted in the Residential Zoning Districts. Vending vehicles less than twenty (20) feet long are permitted in the Residential Zoning Districts.
- (4) Vending from any vehicle shall be limited to ten (10) minutes in any one location, and the vehicle must be moved a distance of not less than 400 feet between consecutive stops at which vending occurs. Once a vehicle has moved from a vending location, it may not return to that location for at least twenty-four (24) hours.
- (5) Vending vehicles shall not be parked, stopped, or left standing in any manner which blocks or impedes vehicular access to any driveway or restricts the free movement of other vehicles upon any street.
- (6) Vending vehicle operators shall not conduct business in any congested area where their operation might impede or inconvenience the public.
- (7) Vending vehicle operators shall pick up and deposit in the trash receptacle on the vehicle any paper, cups, wrappers, litter or other refuse from the vehicle and which has been left or abandoned on any public property. No street vendor or operator shall dispose of any trash or refuse in any public or private trash receptacle other than one owned or under the control of the operator.
- (8) Vending shall not be permitted directly to persons in other vehicles or from other than the curb side of the vending vehicle.
- (9) All mobile vendors, or operators of vending vehicles, which sell items within the City of Coalinga, shall secure a Business License from the City prior to the start of business operations.
- (10) All vending vehicles shall possess and display a valid permit issued by the Health Department.

(c) The following standards shall apply to all mobile food trucks operating in Coalinga:

- (1) *Required Permits.* All food truck vendors must apply for and obtain a Temporary Use Permit from the Community Development Department before operating a food truck. Applications must be submitted no less than 2 weeks before operation of the food truck is expected. In addition to the temporary use permit, all mobile food truck vendors, or operators of food truck vehicles shall secure a business license from the City prior to the start of business operations.
- (2) *Location/Zones Permitted.* Food trucks are permitted in all Industrial and Commercial Zones and with exception, residential zones (see exceptions). Food trucks may be permitted in vacant lots, at existing businesses and in parking lots. ADA Accessibility shall be required to be provided if located in a vacant lot.

- (3) *Hours of Operation.* Food trucks are permitted to operate daily between the hours of 7:00am – 10:00pm. Extensions may be granted by City Manager.
- (4) All food truck vendor vehicles shall be self-propelled and self-sufficient and shall not rely on an City services such as water, sewer, gas and/or power.
- (5) Food trucks shall not take up more than 540 sq ft or 3 parking spaces whichever is less. Food truck vendors shall not park in a designated handicap space.
- (6) No alcohol shall be sold from a food truck.
- (7) No sound amplification system used for the amplification of music shall be permitted.
- (8) Food trucks shall be permitted one sandwich board sign no more than 24 square feet. This does not include menu signage affixed to the food truck.
- (9) Tables, chairs and umbrellas/canopy's shall be permitted within the allowed space in accordance with subsection (5).
- (10) All food truck operators shall provide a valid county Health Department permit.
- (11) Food Truck Vendors shall provide three (3) receptacles for trash, recycling and organic waste.
- (12) Food truck operators shall regularly pick up, remove, and dispose of all trash or refuse from their operation that remains within two hundred feet (200') of the vendor's position. Operators shall coordinate with the City's Solid Waste Hauler for collection if they are to be located in the space for more than 1 month. The operator shall pick up, remove, and dispose of all trash prior to leaving the location.
- (13) Temporary use permits will not be issued if there is pending code enforcement action on a parcel an operator is looking to locate.
- (14) Exceptions:
 - a. *Private events.* Food truck temporary use permit is not required, although a business licenses is required, for food trucks operating for a one-day private event or party located either on the site of the event or in the public right-of-way with no retail sale to the general public and no admission charge to the event. This includes food truck vendors in residential zones so long as they are legally parked on the street, in front of the residence being served, and limited to one-day.
 - b. *Fundraisers.* Special fundraisers at a school, college, park or other public property may be permitted without a temporary use permit. This includes fundraisers by local organizations and non-profits, so long as they do not last more than one-day and the food truck vendor has obtained a business license.

SECTION 4. Severability Clause:

Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 5. Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Coalinga ordinance.

SECTION 6. Certification:

The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2023.

Mayor/Mayor Pro-Tem, City of Coalinga

ATTEST:

City Clerk/Deputy City Clerk

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

Subject: Approve MINUTES - December 1, 2022
Meeting Date: Thursday, January 19, 2022
From: Marissa Trejo, City Manager
Prepared by: Shannon Jensen, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
▣	MINUTES_For_Approval_120122.pdf	Minutes - December 1, 2022

MINUTES CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA December 1, 2022

1. CALL TO ORDER 6:00PM

Council Members Present: Ramsey, Singleton, Ramirez, Horn

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

Council Members Absent: Adkisson

Others Absent: City Treasurer Dawn Kahikina

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

1. Item No. 6.1 will be moved and will appear as Item No. 2.3 ½;
2. Item No. 5.11 has been updated since original publishing of the Agenda and is now showing an increase of \$19,890, however it is still covered under the grant and there will be not cost to the City; and
3. There is a Special Agenda with one item that will run concurrently with the regular Agenda.

*Motion by Horn, Second by Singleton to Approve the Changes to the Agenda and to Approve the Agendas for the meeting of December 1, 2022. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Adkisson – Absent)*

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Swearing in of Police Officers Aden, Ripoyla, Carias, Urias, Navarrete, and Campos and Police Technicians Saucedo, Montoya, Lopez, May and Bravo

Chief Garza swore-in Police Officers Aden, Ripoyla, Carias, Urias, Navarrete, and Campos and Police Technicians Saucedo, Montoya, Lopez, May, and Bravo.

Mayor Ramsey called for a 10-15 minute break at 6:20pm.

Mayor Ramsey resumed the meeting at 6:36pm.

2. Presenting an Award to Retiring Certified Building Official John Self for his 14 Years of Service to the City of Coalinga

Assistant City Manager Sean Brewer presented a plaque to Building Official John Self for his 14 years of service to the City of Coalinga.

3. Presenting a Key to the City of Coalinga Area Chamber of Commerce Executive Director Scott Netherton in Honor of his Service to the Community

Councilman Horn presented a Certificate of Appreciation and Key to the City to Scott Netherton, Executive Director of the Coalinga Chamber of Commerce.

4. Presentation of Community Video Policing Program

Chief Garza made a brief presentation of the Community Video Policing Program.

3. CITIZEN COMMENTS

The following individual(s) spoke under Citizen Comments:

Mrs. Mary Jones spoke in favor of Police Department cameras. (Item No. 5.9). Mrs. Jones spoke in opposition of designating the future Splash Park located at 131 E. Cedar as "Ramsey Park", instead Mrs. Jones suggested naming the park after one or several of the young children who have lost their life over the years. Mrs. Jones asked that the Council table the item until it could be discussed further.

Mr. Nathan Vosburg congratulated the Police Department on all their new hires, (Item No. 2.1). Mr. Vosburg spoke in favor of Mr. Netherton receiving a Key to the City, (Item No. 2.3). Mr. Vosburg spoke against the E-Mobility Grant stating that it can be done much cheaper, (Item No. 5.4). Mr. Vosburg spoke in favor of expanding Fire and Police Department's Drone Program, but stated there should be Town Hall Meetings about these programs, (Item No. 5.5). Mr. Vosburg spoke in opposition of the surveillance cameras, stating that we just spent money and now we find out they don't work, (Item No. 5.9).

Ron D'Artenay spoke in favor of the Clock Tower Dedication in honor of Oscar Garza, (Item No. 2.3 ½). Mr. D'Artenay spoke in favor of designating the future Splash Park as "Ramsey Park" after Mayor Ramsey's many years of service.

Mr. Scott Netherton announced that the Coalinga Chamber held their annual Holiday Boutique this past Saturday, November 27, 2022 at the High School HUB and they had a great turnout. The Christmas Parade was scheduled for this Saturday, but due to the rain it has been pushed back to December 17, 2022. On February 4, 2023, the Chamber will be having their Annual Community Service Awards Ceremony and Dinner where they recognize Citizen of the Year, Business of the Year, Volunteer of the Year and Leaving a Legacy Award.

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

None.

4. PUBLIC HEARINGS

None.

5. CONSENT CALENDAR

1. Approve MINUTES – October 20, 2022
2. Check Register: 10/01/2022 – 10/31/2022
3. Notice of Completion for Polk Street Rehabilitation Project (5th to Elm Ave.). Project No. 2789 / #2880CM
4. Information Only – Grant Application Submitted for E-Mobility Services
5. Information Only – Expanding Fire and Police Department's Drone Program
6. Designate the Future Splash Park located at 131 E. Cedar as "Ramsey Park" in Honor of Outgoing Mayor Ron Ramsey

Mayor Ramsey pulled Item No. 5.6 for discussion at the request of Mary Jones.

Mrs. Jones reiterated her previous comments that the park should be named after the children that have been lost.

Councilman Horn stated he had suggested incorporating a mural of some type to honor those we have lost.

7. Approve Renewal of the Exclusive Authorization and Right to Sell Agreement between the City of Coalinga and Mid State Realty
8. Approve Regulatory Permit to JT Green Corporation, for Cannabis a Cannabis Indoor Cultivation Facility at 9900 Cody Street
9. Authorize Staff to Enter into Agreement with Surveillance Integration for Installation of Surveillance Cameras and License Plate Captures (LPC) at Ten Intersections
10. Authorize Staff to Enter into Negotiations and Subsequently a Standard Professional Services Agreement with Paragon Partners to Acquire Services related to Real Property Easement, Appraisal Negotiation, and Acquisition Services for the Multi-Use Trail Pedestrian Improvement Project
11. Approve Award for the Government Center Building Roof Silicone Restoration Roof Project
12. Authorize Collaboration with GX Broadband/Ranch WiFi to Pursue CPUC LATA Grant Funds to Create a Broadband Strategic Plan for the City of Coalinga
13. Authorize Purchase of Smart Meters
14. Adopt Resolution No. 4125 Amending the Accountant Series Job Description
15. Adopt Resolution No. 4126 Amending the Basic Pay Scale to Incorporate the Senior Accountant Position

16. Adopt Resolution No. 4127, 4128, and 4129 related to the Submission of a Grant Application for the 2022 Urban Community Drought Relief Fund
17. Code Enforcement Monthly Report for October 2022
18. Authorize City Manager to Approve the Engagement Letter received from Price Paige & Company for Consulting Services related to the Preparation of Fiscal Year 2021-2022 Audit

This item originally appeared as Item No. 5.1 from the Special Meeting and has been added as Item No. 5.18 during Changes to the Agenda.

*Motion by Horn, Second by Ramirez to **Approve** Consent Calendar Item Nos. 5.1 through 5.18 with the Addition of Staff looking into adding the Mural for Item No. 5.5. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Adkisson – Absent)*

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Presentation of Clock Tower Dedication Plaque in Honor of Oscar Garza
Marissa Trejo, City Manager

Councilman Horn presented a plaque to the family of Oscar Garza in honor of his service in maintaining the clock tower for the City of Coalinga. The dedication ceremony will be held on Wednesday, December 7, 2022 at 2:30pm at the Clock Tower.

2. Discussion, Direction and Potential Action regarding One (1) Expiring Term on the Planning Commission
Sean Brewer, Assistant City Manager

Assistant City Manager Sean Brewer gave a brief overview of the item.

Ms. Pruitt spoke of her desire to serve another term.

*Motion by Horn, Second by Singleton to **Appoint** Ms. Sarah Pruitt for another 4-year term to the Planning Commission. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Adkisson – Absent)*

7. ANNOUNCEMENTS

City Manager's Announcements:

City Manager Mrs. Trejo reminded the public that the City will be having Santa's Gift Exchange at City Hall on December 15, 2022 from 2pm-7pm. We are requesting that you bring an unwrapped gift valued at \$10 and your child will be able to select a gift, take pictures with Santa. There will also be a special guest appearance at the event.

Next Tuesday, December 6, 2022 is the monthly Chief's Breakfast at Café 101 at 9am.

Councilman Horn requested that any students who may have helped with wrapping gifts for the Christmas Gift Program be asked to assist the day of program. Mrs. Trejo stated that she has already extended an invitation to the students to assist.

Council Member's Announcements:

Councilman Ramirez thanked Mrs. Trejo and all the staff, the Police and Fire Department for this past year. He thanked the public for coming together and for Mayor Ramsey for his service.

Mayor Pro-Tem Singleton encouraged folks to support to slow down and be safe during this hectic time of year.

Mayor's Announcements:

Mayor Ramsey congratulated the Chamber on the success of this years' CoalingaFest event.

8. FUTURE AGENDA ITEMS

Mayor Ramsey thanked everyone for his time here. He urged the new and current Councilmembers to not take anything personal. You will disagree sometimes. Mayor Ramsey thanked Mrs. Trejo, she has been one of the best City Managers to work with.

9. CLOSED SESSION

1. REAL PROPERTY NEGOTIATIONS – Government Code Section 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: South Side of Locust Avenue and East of North Maple Street (APN: 071-162-16S), Coalinga, CA. CITY NEGOTIATORS: City Manager, Marissa Trejo; and City Attorney, Mario Zamora. NEGOTIATING PARTIES: Self-Help Enterprises. UNDER NEGOTIATION: Price and Terms of Payment
2. CONFERENCE WITH LABOR NEGOTIATORS – Government Code Section 54957.6. CITY NEGOTIATORS: City Manager, Marissa Trejo, City Attorney, Mario Zamora. EMPLOYEE ORGANIZATION: Non-Represented Employees
3. CITY MANAGER'S PERFORMANCE EVALUATION – Government Code Section 54957(b)
4. CITY ATTORNEY'S PERFORMANCE EVALUATION – Government Code Section 54957(b)

10. CLOSED SESSION REPORT

None.

11. ADJOURNMENT 7:23 PM

APPROVED:

Ron Ramsey, Mayor

ATTEST:

Shannon Jensen, City Clerk

January 19, 2023

Date

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

Subject: Approve MINUTES - December 5, 21022 (Special)
Meeting Date: Thursday, January 19, 2022
From: Marissa Trejo, City Manager
Prepared by: Shannon Jensen, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
▣ MINUTES_SPECIAL_For_Approval_120522.pdf	Minutes - December 5, 2022 (Special)

**SPECIAL
MINUTES
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
December 5, 2022**

1. CALL TO ORDER 3:00PM

Council Members Present: Ramsey, Ramirez, Horn

Others Present: City Manager Marissa Trejo and Financial Services Director Mai Vang

Council Members Absent: Singleton and Adkisson

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

Changes to the Agenda: None

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

None

3. CITIZEN COMMENTS

The following individual(s) spoke under Citizen Comments:

None

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

None.

4. PUBLIC HEARINGS

None.

5. CONSENT CALENDAR

1. Adopt Resolution No. SA-343 Approving the Recognized Obligation Payment Schedule 23-24 for July 2023 through June 2024 and the Fiscal Year 2023-24 Administrative Budget

*Motion by Ramsey, Second by Ramirez to **Approve** Consent Calendar Item Nos. 5.1. Motion **Approved** by 3/0 Roll-Call Majority Vote. (Singleton and Adkisson – Absent)*

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

None

7. ANNOUNCEMENTS

City Manager's Announcements:

None.

Council Member's Announcements:

None

Mayor's Announcements:

None

8. FUTURE AGENDA ITEMS

None

9. CLOSED SESSION

None

10. CLOSED SESSION REPORT

None.

11. ADJOURNMENT 3:25 PM

APPROVED:

Ron Ramsey, Mayor

ATTEST:

Shannon Jensen, City Clerk

January 19, 2023

Date

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

Subject: Waive Second Reading and Adopt Ordinance No. 856 (Adoption of 2022 California Building Codes)
Meeting Date: Thursday, January 19, 2023
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Waive Second Reading and Adopt Ordinance No. 856 adopting the 2022 California Building Codes.

II. BACKGROUND:

On January 1, 2023 the State of California 2022 Building Code (Title 24) will be going into effect for new construction activities. Wherever major changes are made to the Building Code (every 3 years), jurisdictions have been historically required to adopt the new Building Codes into their Municipal Code for enforcement purposes. This adoption can come by reference or with modifications no less strict than that of the code adopted by the Building Standards Commission.

III. DISCUSSION:

All jurisdictions in the state of California are required to adopt and enforce the following new codes:

- 2022 California Building Code
- 2022 California Mechanical Code
- 2022 California Plumbing Code
- 2022 California Electrical Code
- 2022 California Energy Code
- 2022 California Administrative Code
- 2022 California Residential Code
- 2022 California Green Building Code

The 2022 California Fire Code will be submitted by the Fire Department as they will be making modifications to the code under state law as they feel are necessary for the City of Coalinga.

Therefore, staff recommends that Council adopt Ordinance No. 856 in order to be in compliance with the State of California requirements.

IV. ALTERNATIVES:

- Waive Second Reading and Adopt Ordinance No. 856 (Recommendation)
- Do not adopt Ordinance No. 856 (not recommend)

V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name	Description
 Ordinance_No._856_(2022_CA_Building_Code).DOC	Ordinance No. 856 - 2022 Building Codes

ORDINANCE NO. 856

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA AMENDING CHAPTERS 1, 2, 3, 3A, 9, 10, 11, 12, 13 and 14 OF TITLE 8 OF THE COALINGA MUNICIPAL CODE RELATING TO THE CALIFORNIA BUILDING CODES

The City Council of the City of Coalinga does hereby ordain as follows:

Section 1. Section 8-1.01 of the Coalinga Municipal Code is hereby amended to read as follows:

“Sec. 8-1.01 Adoption of the 2022 California Building Code.

That edition of the 2022 California Building Code including all appendices, and published as the California Building Standards Code found in the California Code of Regulations, Title 24, Part 2 by the California Building Standards Commission, one copy each of which are on file in the Office of the Building Official, Community Development Department, for public record and inspection, are adopted by reference and made a part of this chapter as though set forth in this Chapter in full, and said Codes shall be known as the “Building Code of the City of Coalinga” and the “Building Code.” The Building Code as adopted herein shall be enforced by the Community Development Department of the City of Coalinga under the supervision of the Building Official, except as otherwise determined by the City Manager.”

Section 2. Section 8-2.01 of the Coalinga Municipal Code is hereby amended to read as follows:

“Sec. 8-2.01 Adoption of the 2022 California Electrical Code.

That edition of the 2022 California Electrical Code and published as the California Building Standards Code, found in the California Code of Regulations, Title 24, Part 3 by the California Building Standards Commission, one copy each of which are on file in the Office of the Building Official, Community Development Department, for public record and inspection, is adopted by reference and made a part of this chapter as though set forth in this Chapter in full, and said Codes shall be known as the “Electrical Code of the City of Coalinga” and the “Electrical Code”. The Electrical Code as adopted herein shall be enforced by the Community Development Department of the City of Coalinga under the supervision of the Building Official, except as otherwise determined by the City Manager.”

Section 3. Section 8-3.01 of the Coalinga Municipal Code is hereby amended to read as follows:

“Sec. 8-3.01 Adoption of the 2022 California Plumbing Code.

That edition of the 2022 California Plumbing Code and published as the California Building Standards Code, found in the California Code of Regulations, Title 24, Part 5 by the California Building Standards Commission, one copy each of which are on file in the Office of the Building Official, Community Development Department, for public record and inspection, are adopted by reference and made a part of this chapter as though set forth in this Chapter in full, and said Codes shall be known as the “Plumbing Code of the City of Coalinga” and the “Plumbing Code”. The Plumbing Code as adopted herein shall be enforced by the Community Development Department of the City of Coalinga under the supervision of the Building Official, except as otherwise determined by the City Manager.”

Section 4. Section 8-3A.01 of the Coalinga Municipal Code is hereby amended to read as follows:

“Sec. 8-3A.01 Adoption of the 2022 California Mechanical Code.

That edition of the 2022 California Mechanical Code together with its appendices, and published as the California Building Standards Code, found in the California Code of Regulations, Title 24, Part 4 by the California Building Standards Commission, one copy each of which are on file in the Office of the Building Official, Community Development Department, for public record and inspection, are adopted by reference and made a part of this chapter as though set forth in this Chapter in full, and said Codes shall be known as the “Mechanical Code of the City of Coalinga” and the “Mechanical Code”. The Mechanical Code as adopted herein shall be enforced by the Community Development Department of the City of Coalinga under the supervision of the Building Official, except as otherwise determined by the City Manager.”

Section 5. Section 8-9.01 of the Coalinga Municipal Code is hereby amended to read as follows:

“Sec. 8-9.01 Adoption of the 2022 California Administrative Code.

That edition of the 2022 California Administrative Code together with its appendices, and published as the California Building Standards Code, found in the California Code of Regulations, Title 24, Part 1, by the California Building Standards Commission, one copy each of which is on file in the Office of the Building Official, Community Development Department, for public record and inspection, is adopted by reference and made a part of this chapter as though set forth in this Chapter in full, and said Codes shall be known as the “Administrative Code of the City of Coalinga” or the “Administrative Code”. The Administrative Code as adopted herein shall be enforced by the Community Development

Department of the City of Coalinga under the supervision of the Building Official, except as otherwise determined by the City Manager.”

Section 6. Chapter 8-11.01 of the Coalinga Municipal Code is hereby amended to read as follows:

“Sec. 8-11.01 Adoption of the 2022 California Energy Code.

That edition of the 2022 California Energy Code including all appendices, and published as the California Building Standards Code found in the California Code of Regulations, Title 24, Part 6 by the California Building Standards Commission, one copy each of which are on file in the Office of the Building Official, Community Development Department, for public record and inspection, are adopted by reference and made a part of this chapter as though set forth in this Chapter in full, and said Codes shall be known as the “Energy Code of the City of Coalinga” and the “Energy Code.” The Energy Code as adopted herein shall be enforced by the Community Development Department of the City of Coalinga under the supervision of the Building Official, except as otherwise determined by the City Manager.”

Section 7. Chapter 8-12.01 is hereby Coalinga Municipal Code is hereby amended to read as follows:

“Sec. 8-12.01 Adoption of the 2022 California Referenced Standards Code.

That edition of the 2022 California Referenced Standards Code including all appendices, and published as the California Building Standards Code found in the California Code of Regulations, Title 24, Part 12 by the California Building Standards Commission, one copy each of which are on file in the Office of the Building Official, Community Development Department, for public record and inspection, are adopted by reference and made a part of this chapter as though set forth in this Chapter in full, and said Codes shall be known as the “Referenced Standards Code of the City of Coalinga” and the “Referenced Standards Code.” The Referenced Standards Code as adopted herein shall be enforced by the Community Development Department of the City of Coalinga under the supervision of the Building Official, except as otherwise determined by the City Manager.”

Section 8. Chapter 8-13.01 of the Coalinga Municipal Code is hereby amended to read as follows:

“Sec. 8-13.01 Adoption of the 2022 California Residential Standards Code.

That edition of the 2022 California Residential Standards Code including all appendices, and published as the California Building Standards Code found in the California Code of Regulations, Title 24, Part 2.5 by the California Building Standards Commission, one copy each of which are on file in the Office of the Building Official, Community Development Department, for public record and inspection, are adopted by reference and made a part of this chapter as though set forth in this Chapter in full, and said Codes shall be known as the “Residential Standards Code of the City of Coalinga” and the “Residential Standards Code.” The Residential Standards Code as adopted herein shall be enforced by the Community Development Department of the City of Coalinga under the supervision of the Building Official, except as otherwise determined by the City Manager.”

Section 9.

Chapter 8-14.01 of the Coalinga Municipal Code is hereby amended to read as follows:

“Sec. 8-14.01 Adoption of the 2022 California Green Building Standards Code.

That edition of the 2022 California Green Building Standards Code including all appendices, and published as the California Building Standards Code found in the California Code of Regulations, Title 24, Part 11 by the California Building Standards Commission, one copy each of which are on file in the Office of the Building Official, Community Development Department, for public record and inspection, are adopted by reference and made a part of this chapter as though set forth in this Chapter in full, and said Codes shall be known as the “Green Building Standards Code of the City of Coalinga” and the “Green Building Standards Code.” The Building Code as adopted herein shall be enforced by the Community Development Department of the City of Coalinga under the supervision of the Building Official, except as otherwise determined by the City Manager.”

Section 10.

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.

This Ordinance shall take effect thirty (30) days after its adoption.

ATTEST:

The foregoing Ordinance was introduced by the City Council of the City of Coalinga, California, at a regularly scheduled meeting held on January 5, 2023, and was passed and adopted by the City Council at a regular meeting held on January 19, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Date: _____, 2023

Mayor, City of Coalinga

City Clerk, City of Coalinga

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

Subject: Adopt Resolution No. 4134 Authorizing Designated Signatures for City Bank
Accounts with Union Bank
Meeting Date: Thursday, January 19, 2023
From: Marissa Trejo, City Manager
Prepared by: Mai Vang, Financial Services Director

I. RECOMMENDATION:

Financial Services Director recommends City Council to Adopt Resolution No. 4134, authorizing designated signatures for the City's bank accounts with Union Bank.

II. BACKGROUND:

Under Section 3-3.101 of the Municipal Code, it states that checks issued by the City shall bear the signatures of two (2) of the following: The Mayor, Mayor Pro Tempore, City Treasurer, City Manager, Finance Director, and/or other City Staff member(s) as designated by the Finance Director and approved by the City Manager.

Personnel with such authority is granted authorization to sign warrants and payroll checks which will be drawn from City's bank accounts.

In the event of such change to the designated and authorized personnel, it is necessary to make such changes to the resolution authorized signatures currently on file with Union Bank.

III. DISCUSSION:

Due to recent changes for Elected Officials and Finance Director, it is necessary to update the resolution authorizing designated signatures currently on file with Union Bank.

New Additions:

Mayor as James Horn
Mayor Pro Tempore as Jose Manny Ramirez
Financial Services Director as Mai Vang

Removals:

Mayor as Ron Ramsey
Mayor Pro Tempore as Ray Singleton

Status Quo Signers:

City Manager as Marissa Trejo
Treasurer as Dawn Kahikina

IV. ALTERNATIVES:

None

V. FISCAL IMPACT:

None

ATTACHMENTS:

File Name	Description
 20230119_-_RESO#4134_Authorizing_Designated_Signatures_for_City_Bank_Accounts_with_Union_Bank.docx	Resolution No. 4134

RESOLUTION NO. 4134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA AUTHORIZING DESIGNATED SIGNATURES FOR CITY BANK ACCOUNTS WITH UNION BANK

BE IT RESOLVED by the City Council of the City of Coalinga, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of California:

That this organization established in its name one or more accounts with the Coalinga Branch of Union Bank upon such terms and conditions as may be agreed upon with said Bank and that the Financial Services Director of this organization be and is hereby authorized to establish such accounts; and

That either:

1. Mayor, James Horn
2. Mayor Pro-Tempore, Jose Manny Ramirez
3. City Treasurer, Dawn Kahikina
4. City Manager, Marissa Trejo
5. Financial Services Director, Mai Vang

of this organization be, and they are hereby authorized to draw checks on said accounts of this organization, signed as provided herein with signatures duly certified to said Bank by the City Clerk of the City of Coalinga and said Bank is hereby authorized to honor and pay any and all checks so signed, including those drawn to the individual order of any officer or person authorized to sign the same; and

That all checks require two (2) signatures by Numbers 1, 2, 3, 4, 5 as set forth above.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Coalinga on the **19th day of January 2023**, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

James Horn, Mayor

ATTEST:

Shannon Jensen, City Clerk

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

Subject: Adopt Resolution No. 4135 Authorizing Emergency Repairs to E. Polk Street between East Glenn and South 6th Street and at the Intersection of Forest and E. Polk in Accordance with California Public Contract Code

Meeting Date: Thursday, January 19, 2023

From: Marissa Trejo, City Manager

Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Staff is recommending to the City Council authorization for the City Manager and Assistant City Manager to undertake emergency repairs on Polk Street in accordance with public contract code section 22035..

II. BACKGROUND:

On Thursday December 29, 2022, the City discovered a water leak on Polk Street between Glenn Street and 6th Street. After exhaustive investigation, it was discovered that the leak origin was on the south side of the street and the water was coming from the north side of the road, therefore the water had traveled under the entire section of E. Polk Street where significant excavation was required to not only identify the leak but to repair said leak.

Since the water leak traveled under an entire section of E. Polk Street it was determined that the this section of road had been compromised and will require significant backfilling, compaction and repaving. A cavern at least 2-3 in diameter developed under the section of road. Therefore, this section of Polk Street has remained closed until such repairs may occur.

In an effort to get E. Polk Street open in a timely manner in order to allow traffic to flow, the City is proposing to follow California Contract Code 22035 to procure the necessary services to undertake this project.

Section 22050 of CA Public Contract Code allows City's to procure construction work without bids in cases of emergencies.....In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

Polk Street is a main thoroughfare into the City from the east including a designation as a dedicated truck route for the goods movement. With this section of E. Polk Street closed this diverts traffic to roadways that are not designed to handle this type of traffic and it volumes which can compromise those ancillary roadways. An immediate repair of the road is necessary and the state has approved tools for these types of situations.

III. DISCUSSION:

The City engineer has prepared a scope of work and cost estimate for the repair necessary to place this

section of E. Polk back into service. The scope of work to be completed is to repair approximately 570 square feet of 3 inch section of AC pavement at Forest and Polk and approximately 1,550 square feet on Polk between 6th and Glenn. It will also include applicable markings and striping.

The estimated cost for repair according to the City Engineer is approximately \$18,200.00.

IV. ALTERNATIVES:

- Direct staff to go the traditional route of design, bid, build which could take as long as 6 months to get constructed and further compromise ancillary roadways in the area.

V. FISCAL IMPACT:

The estimated cost for repair is \$18,200.00 which will be derived from the water enterprise fund and is unbudgeted.

ATTACHMENTS:

File Name	Description
❏ Resolution_No._4135_(E._Polk_Street_Emergency_Repairs).docx	Resolution No. 4135 - Emergency Repairs to E. Polk Street
❏ 3022_Polk_Street_Emergency_Repairs_Exhibit.pdf	Scope of Work Exhibit
❏ 3022_Polk_Street_Emergency_Repairs_Cost_Estimate.pdf	Cost Estimate

RESOLUTION NO. 4135

**A RESOLUTION OF THE COUNCIL OF THE CITY OF COALINGA, CALIFORNIA AUTHORIZING THE
EMERGENCY REPAIRS TO EAST POLK STREET BETWEEN EAST GLENN STREET AND SOUTH 6TH STREET
UNDER PUBLIC CONTRACT CODE SECTION 22050**

WHEREAS, section 22050 of California Public Contract code permits local jurisdictions to undertake emergency repairs without bids by four-fifths vote; and

WHEREAS, the City of Coalinga recognizes that the immediate need to repair East Polk Street are necessary to allow the continued conduct of the operation and services provided the Coalinga residents; and

WHEREAS, East Polk Street is a recognized dedicated truck route through the City and the City needs to ensure that god movement is supported in the City; and

WHEREAS, the City of Coalinga proposes to follow California Contract Code 22035 in the procurement of services to complete the repairs required; and

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

1. That pursuant and subject to all of the terms and provisions of California Public Contract Code, the City of Coalinga City Manager, Assistant City Manager, or designee is hereby authorized and directed to make the necessary repairs as determined by Tri-City Engineering.
2. The City of Coalinga City Manager, Assistant City Manager, or designee is hereby authorized and directed to execute necessary funding agreements to complete the repairs.

STATE OF CALIFORNIA)
COUNTY OF FRESNO)ss.
CITY OF COALINGA)

I, Shannon Jensen, City Clerk of the City of Coalinga, hereby certify that the forgoing Resolution was duly and regularly adopted by the Council of the City of Coalinga, at the regular meeting held on the 19th day of January 2023.

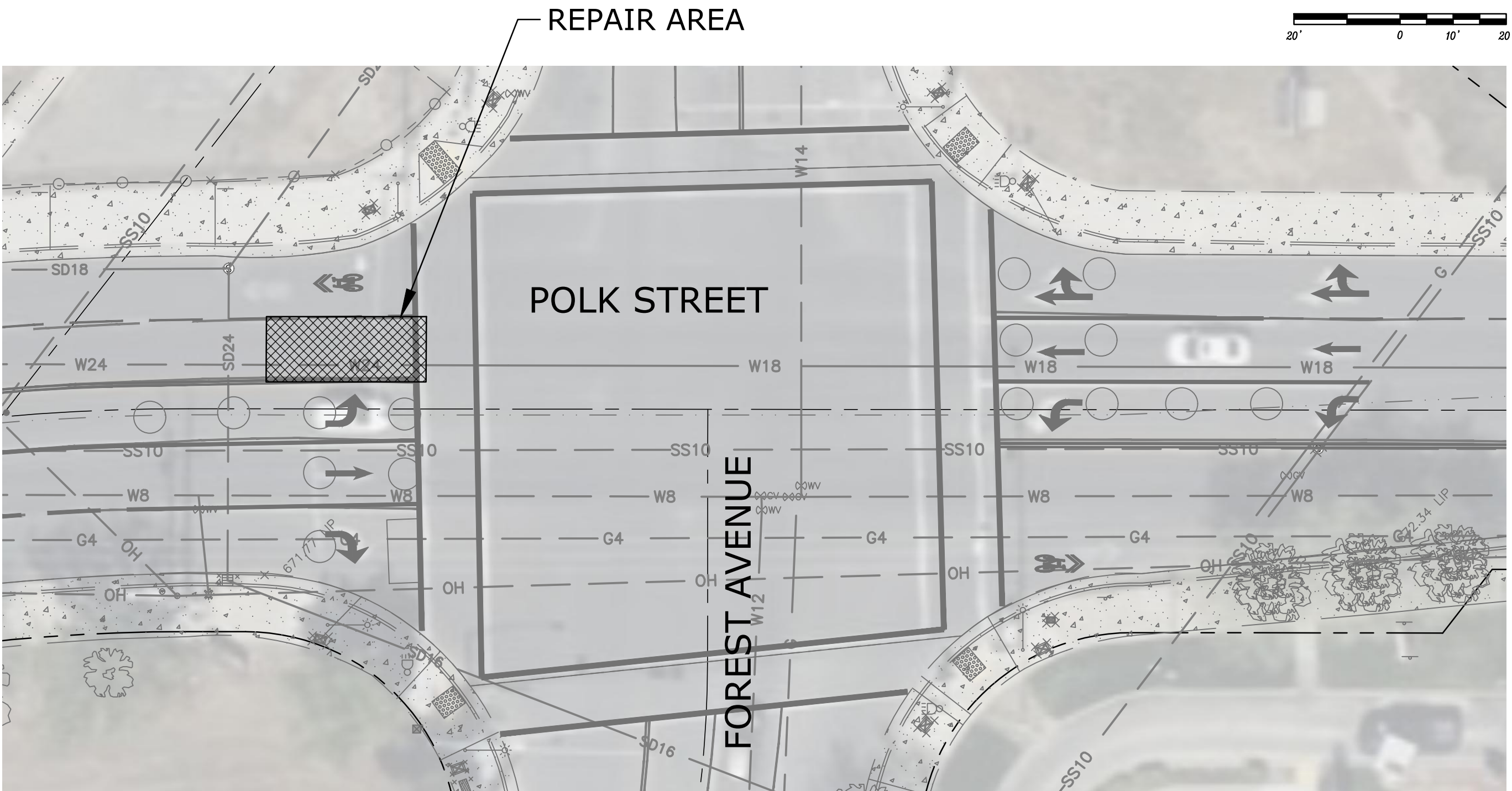
AYES
NOES
ABSENT
ABSTAIN

Shannon Jensen, City Clerk of the City of Coalinga

By:_____

APPROVED AS TO FORM:
James Horn

BY:_____
Mayor January 19, 2023



REPAIR AREA IS APPROXIMATELY 570 SF. THIS SHEET. CONTRACTOR TO PLACE 3" SECTION OF AC PAVEMENT AND APPLICABLE MARKINGS & STRIPING. EXCAVATION AND PREPARATION OF BASE COURSE TO BE PERFORMED BY CITY CREWS.

STREET IMPROVEMENTS PLAN FOR:
POLK STREET
EMERGENCY REPAIRS
COALINGA, CALIFORNIA



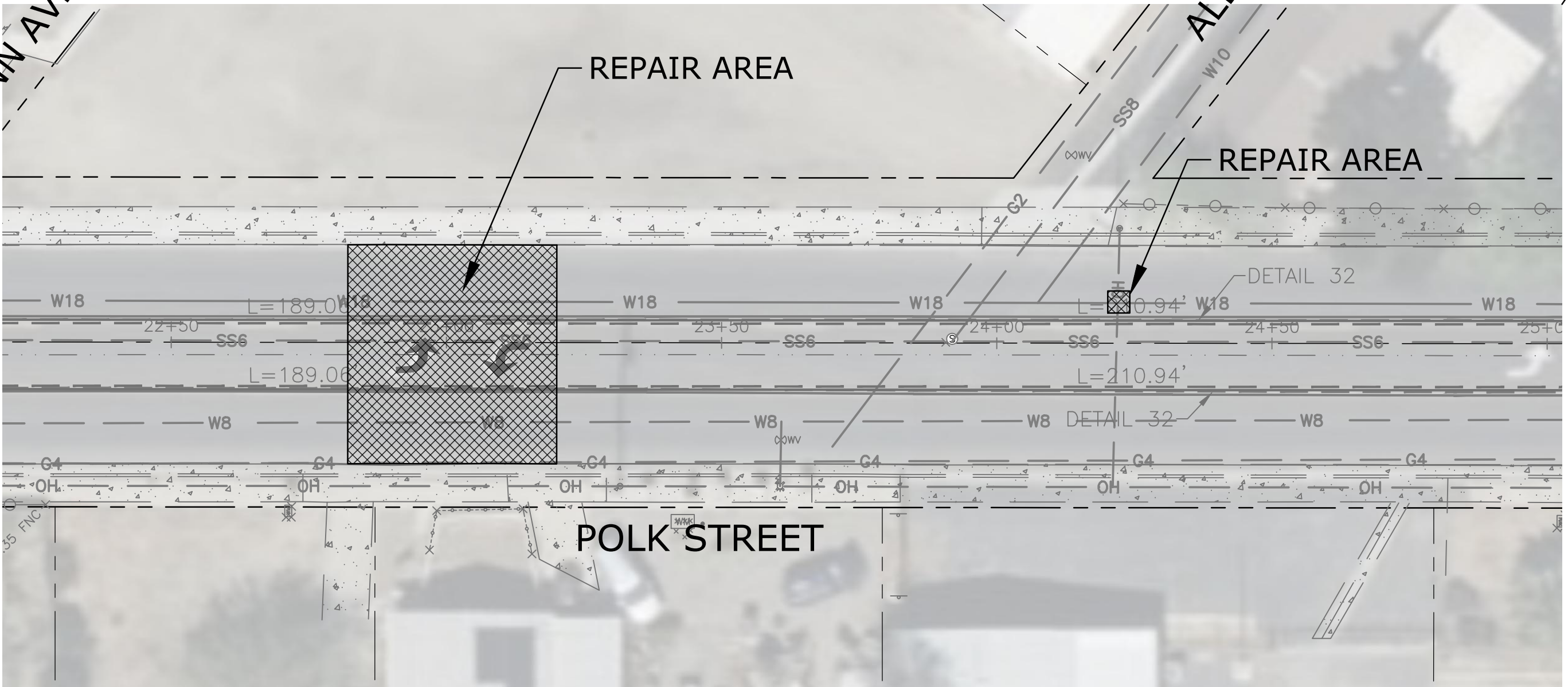
Tri City Engineering, Inc.
Engineers Surveyors

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"=20'
Date: 2023.Jan.11
Drwn: C.M.
Chckd: D.J.
JN#: 3022

GLENN AVENUE



REPAIR AREA IS APPROXIMATELY 1550 SF. THIS SHEET. CONTRACTOR TO PLACE 3" SECTION OF AC PAVEMENT AND APPLICABLE MARKINGS & STRIPING. EXCAVATION AND PREPARATION OF BASE COURSE TO BE PERFORMED BY CITY CREWS.

STREET IMPROVEMENTS PLAN FOR:
POLK STREET
EMERGENCY REPAIRS
COALINGA, CALIFORNIA



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

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4630 W. Jennifer Ave. Suite 101
Fresno, CA 93722-6415
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Fax: (559) 447-9074
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PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST
City of Coalinga - Polk Street Emergency Repairs

Job No. 3022

Created: **January 10, 2023**

Revised: **January 11, 2023**

BASE BID

Item No.	Description	Unit	Qty.	Unit Price	Extension
1	MOBILIZATION / GENERAL REQUIREMENTS	LS	1	\$ 5,000.00	\$ 5,000.00
2	TRAFFIC CONTROL	LS	1	\$ 1,200.00	\$ 1,200.00
3	HOT MIX ASPHALT TYPE A (HMA-A) PAVEMENT REPAIR	TON	40.00	\$ 250.00	\$ 10,000.00
4	TRAFFIC MARKINGS & STRIPING	LS	1	\$ 2,000.00	\$ 2,000.00
ST-1				BASE BID SUBTOTAL	\$ 18,200.00

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

Subject: Adopt Resolution No. 4136 Accepting and Appropriating Funds Derived from the Waived City Council Stipend for Councilman Hedgecock
Meeting Date: Thursday, January 19, 2023
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

City Manager recommends Council adopt Resolution No. 4136 Accepting and Appropriating Funds Derived from the Waived City Council Stipend for Councilman Hedgecock.

This item was requested as a Future Agenda Item by Councilman Hedgecock.

II. BACKGROUND:

City Council Members receive a monthly stipend of \$450.00

III. DISCUSSION:

Councilman Hedgecock has voluntarily waived his monthly stipend of \$450.00 and asked that the funds budgeted be reallocated as specified in the attached Resolution.

IV. ALTERNATIVES:

Do not approve.

V. FISCAL IMPACT:

Annual fiscal impact of \$5,400 reallocated from account 101-401-60020 to account 101-416-92084 (\$2700) and 101-413--92085 (\$2700) until terminated by Councilman Hedgecock

ATTACHMENTS:

File Name	Description
 Res_No_4136_Hedgecock.docx	Resolution

RESOLUTION NO. 4136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA ACCEPTING AND APPROPRIATING FUNDS DERIVED FROM THE WAIVED CITY COUNCIL STIPEND FOR COUNCILMAN HEDGECOCK

BE IT HEREBY RESOLVED by the City Council of the City of Coalinga, State of California, that:

1. Councilman Hedgecock has voluntarily waived his City Council stipend of \$450.00 per month and requested reallocation of funds derived from the stipend to be redirected to the Police and Fire Departments as outlined in Section 2.
2. Said reallocation shall be appropriated to the specific budgetary units(s) as follows:
Police Officer's Association Stipend:
Police Department – Fund 101
Account No. 101-413-92085 – \$225.00 per month
Firefighter's Association Stipend:
Fire Department – Fund 101
Account No. 101-416-92084 – \$225.00 per month
3. The Finance Director is hereby authorized to make such budgetary adjustments and shall carry out the intent and purpose of this Resolution.
4. Councilman Hedgecock may terminate his Council Stipend Waiver at any time by providing written notice to the City Manager.

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Coalinga held on the **19th day of January, 2023**, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

James Horn, Mayor

APPROVED:

Shannon Jensen, City Clerk

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

Subject: Reject Claim for Damages Presented by Said Alexander Villalobos Otero
Meeting Date: Thursday, January 19, 2023
From: Marissa Trejo, City Manager
Prepared by: Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

It is recommended that the City Council reject the claim for damages presented by Said Alexander Villalobos Otero.

II. BACKGROUND:

Mr. Villalobos Otero filed a claim with the City of Coalinga (see attached) on December 7, 2022. The claim alleges that claimant was riding his bicycle on the sidewalk when he encountered a dangerous condition of a lifted sidewalk causing him to fall and sustain bodily injuries.

The claim was sent to George Hills Company for review. After review and investigation of the claim it was determined the City did not have notice of a dangerous condition of public property prior to the occurrence of this incident. A “dangerous condition” means a condition of property that creates a substantial (as distinguished from a minor, trivial, or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used. In this case, the area where this loss took place is also open and obvious.

III. DISCUSSION:

George Hills Company recommends the claim be rejected due to Government Code section 835 which applies to this claim and states that a public entity is not liable for damage or injury arising out of a dangerous condition of public property unless the public entity creates the dangerous condition or they have notice of the dangerous condition for a sufficient time prior to the occurrence of the damage or injury to have taken measures that would have prevented the damage or injury.

Except as provided by statute, a public entity is liable for injury caused by a dangerous condition of its property if the plaintiff establishes that the property was in a dangerous condition at the time of the injury, that the injury was proximately caused by the dangerous condition, that the dangerous condition created a reasonably foreseeable risk of the kind of injury which was incurred, and that either: (a) A negligent or wrongful act or omission of an employee of the public entity within the scope of his employment created the dangerous condition; or (b) The public entity had actual or constructive notice of the dangerous condition under Section 835.2 a sufficient time prior to the injury to have taken measures to protect against the dangerous condition.

IV. ALTERNATIVES:

Accept claim as presented by Said Alexander Villalobos Otero (staff does not recommend).

V. FISCAL IMPACT:

The fiscal impact will be determined by Council decision.

ATTACHMENTS:

File Name	Description
 Otero_Villalobos_Alenxander_ClaimforDamages.pdf	Claim for Damages



**INJURY & ACCIDENT
LAWYERS, PC**

11312 Venice Boulevard
Los Angeles, CA 90066
☎ 888 775 5529
☎ 888 777 9987
✉ info@kjinjurylaw.com

VIA Express Mail

November 22, 2022



Office of the City Clerk
City of Coalinga
155 W Durian Ave
Coalinga, CA 93210

Re: Our Client : Said Alexander Villalobos Otero
Date of Incident : May 25, 2022
Location : 525 W. Elm Ave, Coalinga, CA 93210

To whom it may concern:

Please be advised that this office has been retained by the above-referenced client regarding their claims for personal injuries and damages sustained as a result of the incident referenced above.

Enclosed you will find the signed designation pursuant to California Code of Regulations, Section 2695.2. **Further, enclosed is a claim notice form pursuant to CA Government Code, Section 910. If any claim notice forms have been submitted to you previously, please, forward copies of such claim notice forms and communication of claim rejection, if any, to my office immediately.**

Please direct all future communication in care of our office, **do not** mail to the claimant. Please use the above-referenced date of incident on all correspondence sent to us. Your cooperation will be greatly appreciated.

Enclosed is a required notice of a claim for damages. If you find it deficient in any way, we respectfully request that you contact us promptly.

Sincerely,

Kate Jamsheed

Kate Jamsheed, Esq.

KJ Injury & Accident Lawyers, PC

Enclosures: Government Claim form; photographs of the incident location (before and after repairs)



CITY OF COALINGA

LIABILITY CLAIM FOR DAMAGES TO PERSON OR PROPERTY

CITY CLERK'S DATE STAMP:

DEC 07 2022

BY: [Signature]

RETURN TO:

CITY OF COALINGA
OFFICE OF THE CITY CLERK
155 WEST DURIAN
COALINGA, CA. 92870

DISTRIBUTION:

- ☐ CITY ADMINISTRATOR
- ☐ CITY ATTORNEY
- ☐ FINANCE DEPARTMENT (Original/1)
- ☐ INSURANCE ADJUSTER
- ☐ DEPARTMENT: _____
- ☐ CITY CLERK'S LOG

1. Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence (Gov. Code Sec. 911.2).
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence (Gov. Code Sec. 911.2).
3. READ ENTIRE CLAIM FORM BEFORE FILING.
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Said Alexander Villalobos Otero
NAME OF CLAIMANT

02/11/2009
DATE OF BIRTH OF CLAIMANT

200 McCollum Lane Coalinga, CA 93210
HOME ADDRESS OF CLAIMANT CITY/STATE/ZIP

(559) 577-3878
HOME TELEPHONE NO.

BUSINESS ADDRESS OF CLAIMANT CITY/STATE/ZIP

()
BUSINESS TELEPHONE NO.

ADDRESS TO WHICH CLAIMANT DESIRES NOTICES OR COMMUNICATIONS SENT REGARDING THIS CLAIM (if different from home address):

KJ Injury & Accident Lawyers, PC (888) 775-5529

P.O. Box 641249 Los Angeles, CA 90064-6249

WHEN DID DAMAGE OR INJURY OCCUR?

DATE: 05/25/2022

TIME: approx 8:30-9:00 ☒ A.M. ☐ P.M.

PLACE OF ACCIDENT (OCCURRENCE) – BE SPECIFIC – Describe fully and (if applicable) locate on diagram on reverse side of this sheet. Where appropriate, give street names and addresses and measurements for landmarks.

The incident occurred on East sidewalk of Elm Avenue (approximate address 525 W. Elm Ave.) in City of Coalinga, CA 93210

HOW DID DAMAGE OR INJURY OCCUR?

Claimant was riding his bicycle on East sidewalk of Elm Ave. when he encountered dangerous condition of public property, that caused him to fall and sustain bodily injuries.
(photographs of the incident location are attached)

WERE POLICE AT SCENE? ☐ YES ☒ NO

WERE PARAMEDICS AT SCENE? ☐ YES ☒ NO

WHAT PARTICULAR ACT OR OMISSION DO YOU CLAIM CAUSED THE INJURY OR DAMAGES? (Give name of City employee causing the injury or damage, if known.)

Dangerous condition of the public property

GIVE TOTAL AMOUNT OF CLAIM: (Include estimate of amount of any prospective injury or damage) \$ 1,000,000.00

HOW WAS THE AMOUNT OF CLAIM COMPUTED? (Be specific, list doctor bills, repair estimates, etc.)

PLEASE ATTACH TWO (2) ESTIMATES.

DAMAGES INCURRED TO DATE: Treatment is still ongoing and breakdown of damages cannot be calculated at this time.

ITEM/DATE _____	AMOUNT: \$ _____
ITEM/DATE _____	AMOUNT: \$ _____
ITEM/DATE _____	AMOUNT: \$ _____
ITEM/DATE _____	AMOUNT: \$ _____
TOTAL AMOUNT CLAIMED AS OF PRESENTATION OF THIS CLAIM:	\$ _____

ESTIMATED PROSPECTIVE DAMAGES AS FAR AS KNOWN:

ITEM/DATE _____	AMOUNT: \$ _____
ITEM/DATE _____	AMOUNT: \$ _____
ITEM/DATE _____	AMOUNT: \$ _____
ITEM/DATE _____	AMOUNT: \$ _____
TOTAL ESTIMATED PROSPECTIVE DAMAGES:	\$ _____

WITNESSES TO DAMAGE OR INJURY: (List all persons known to have information. (Use attachment if necessary.)

NAME: Unknown at this time NAME: _____
ADDRESS: _____ ADDRESS: _____
TELEPHONE: () _____ TELEPHONE: () _____

IF INJURY, GIVE NAME, ADDRESS, TELEPHONE, DATE & TIME OF DOCTOR(S) OR HOSPITAL(S) VISITED:

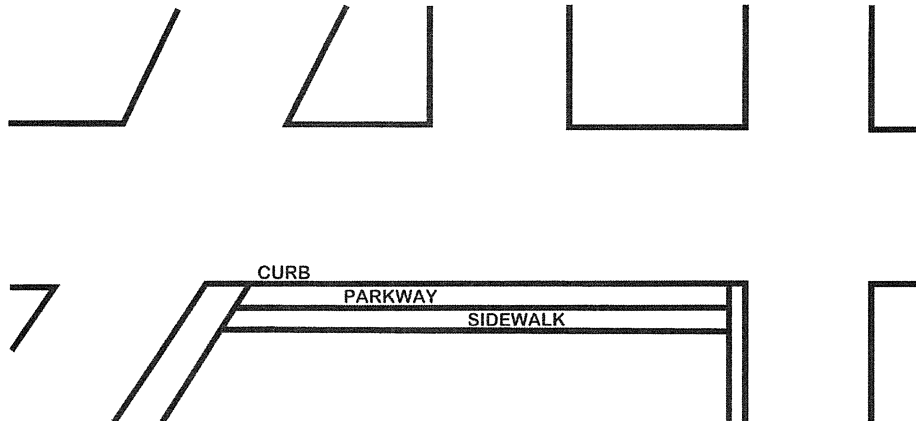
DOCTOR: Treatment is ongoing TELEPHONE: _____
ADDRESS: _____ DATE/TIME: _____
HOSPITAL: _____ TELEPHONE: _____
ADDRESS: _____ DATE/TIME: _____

PLEASE READ THE FOLLOWING CAREFULLY:

For all vehicle accident claims, place on following diagram, the names of streets, including NORTH, EAST, SOUTH AND WEST directions. Indicate place of accident by "X" and by showing house numbers or distances to street corners.

If a City vehicle was involved, designate by letter "A" location of the City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

NOTE: IF A DIAGRAM BELOW DOES NOT FIT THE SITUATION, ATTACH A PROPER DIAGRAM SIGNED BY CLAIMANT.



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF; AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HEREIN STATED UPON MY INFORMATION AND BELIEF; AND AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE.

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

[Signature]
SIGNATURE OF CLAIMANT OR AGENT
ACTING ON BEHALF OF CLAIMANT

Kate Jamsheed, Esq.
TYPE OR PRINT NAME

11/22/2022
DATE

Attorney
RELATIONSHIP TO CLAIMANT

NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY
(CALIFORNIA PENAL CODE 72)

A photograph of a residential area. In the foreground, there is a concrete sidewalk that runs diagonally from the bottom left towards the middle right. To the right of the sidewalk is a gravel area. In the background, there is a single-story house with a light-colored exterior and a dark roof. A large tree is on the left side of the house. The sky is blue with some clouds. The text "Incident location prior to repairs" is overlaid in red in the center of the image.

Incident location prior to
repairs

Incident location prior to
repairs







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International Shipments

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For the Letter rate, the UPS Express Envelope must weigh 8 oz. or less, and must weigh more than 8 oz. will be billed by weight.

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1400
1Z 277 0YR 15 9957 7429
201-1000
PD2
COALINGA CA 93210
CITY OF COALINGA
155 W DURIAN AVE

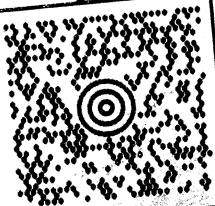
RACHEL HANNANTO
(626) 861-9549
THE UPS STORE #6307
324 S BEVERLY DR
BEVERLY HILLS CA 90212-4801

0.2 LBS LTR 1 OF 1
SHP WT: LTR
DATE: 22 NOV 2022

SHIP OFFICE OF CITY CLERK
TO: CITY OF COALINGA
155 W DURIAN AVE

COALINGA CA 93210-1940

CA 932 4-01



UPS EARLY

TRACKING #: 1Z 277 0YR 15 9957 7429

1+



BILLING: P/P

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ISH 13,00F Z2P 450 42,5U 10/2022

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

Subject: Authorize City Manager to Execute an Amended Project Development Agreement with Johnson Controls to Develop an Energy Services Project (Water Treatment Plant Solar PV System with Battery Backup) pursuant to California Government Code 4217.10-4217.18

Meeting Date: Thursday, January 19, 2023

From: Marissa Trejo, City Manager

Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Staff recommends that the City Council Authorize the City Manager to Execute an updated Project Development Agreement (PDA) with Johnson Controls to Develop an Solar Project (Water Treatment Plant Solar PV System with Battery Backup) pursuant to California Government Code 4217.10-4217.18.

II. BACKGROUND:

Staff has been working with Johnson Controls Inc. (JCI) to develop a solar facility with battery backup at the Water Treatment Plant on Palmer Ave. This project was expected to be placed on land adjacent to the existing water treatment plant. The first step in the process was to execute a project development agreement (PDA). This provided the basis for scope, schedule, and deliverables of the PDA as well as the obligations of both parties, and the financial criteria representing the intended outcome of the project.

Since the original execution of the PDA staff has been working to obtain the property adjacent to the WTP with challenges. JCI and Staff have been working to explore ideas to negotiate the property sale and currently working on a new approach approved by the City Council in order to secure the needed land for this project. Negotiations are ongoing with hopes of a positive result.

III. DISCUSSION:

The purpose of the updated Project Development Agreement ("PDA") is to amend the project scope from a Power Purchase Agreement model to an ownership model with design build elements in order for the City to take advantage of the incentives offered to the City through the inflation reduction act. This PDA will provide the basis of the scope, schedule, and deliverables of the PDA as well as the obligations of both parties, and the financial criteria representing the intended outcome of the updated project. The scope of the project includes engineering cost and savings estimates for the following facility Improvement measures (FIMs):

- Water Filtration Plant Solar PV
- Battery Energy Storage and/or Back up Generation to increase the resiliency of the Water Filtration Plant

Upon execution of the amended contract, the City agrees that JCI will incur significant cost by providing the services required by the PDA and that all reasonable, actual, project development costs incurred will be

included in the Total Price of the Work in the contract.

Since engineering is expected to begin immediately the City will be responsible for paying JCI **\$75,000** as reasonable compensation for services provided under this PDA. Since time is of the essence and the net metering (NEM) program is expiring in April, the City needs to work quickly to get an interconnect agreement with PG&E in order for this project to be feasible. Staff is working on securing the land and hopes to have it negotiated soon. Therefore, JCI will be working on preliminary design to get an interconnect agreement in place as soon as possible.

IV. ALTERNATIVES:

- Do not enter into the PDA with JCI and direct staff accordingly.

V. FISCAL IMPACT:

If the obligations of the PDA have been met and the City chooses to move forward, the \$75,000 would be absorbed in the financials related to the financing terms.

ATTACHMENTS:

File Name	Description
 City_of_Coalinga_-_Project_Development_Agreement_11.11.22.docx	Current PDA - 11-11-22 with Edits
 City_of_Coalinga_-_Project_Development_Agreement_1.11.23.pdf	Amended Agreement 1-11-2023

**PROJECT DEVELOPMENT AGREEMENT
BETWEEN**

**City of Coalinga
155 West Durian Ave.
Coalinga, CA 93210**

AND

**Johnson Controls
3451 West Ashlan Ave.
Fresno, CA 93722**

The purpose of this Project Development Agreement ("PDA") is to confirm the intent of the City of Coalinga ("Customer") to select Johnson Controls ("JCI") to develop a Design-Build solar energy project for the City's Water Filtration Facility. This PDA will provide the basis of the scope, schedule, and deliverables of the PDA as well as the obligations of both parties, and the financial criteria representing the intended outcome of the project.

1. Scope of Services

The scope of services of this PDA shall include:

- a. Project development, including engineering cost and savings estimates, the following facility Improvement measures (FIMs):
 - i. Water Filtration Plant Solar PV
 - ii. Battery Energy Storage at Water Filtration Plant
- b. JCI will provide the following additional services:
 - i. Obtaining from PG&E an interconnection pre-application report
 - ii. Identification of potential rebates or incentives
 - iii. Project financial analysis
 - iv. JCI will assist and provide financial variables to the City Financial Advisor. An independent financial Proforma will be provided by the City Financial Advisor based on the information provided by JCI.
 - v. Prepare a preliminary Environmental and Civil Site Assessment
 - vi. Conduct a preliminary Geotechnical Study

2. Deliverables

At the completion of services provided under this Agreement, Johnson Controls shall deliver the following ("Deliverables"):

- a. An executable Two Step Design-Build Contract which sets forth:
 - i. Scope of Work
 - ii. Customer responsibilities
 - iii. Price to execute the defined scope of work under final design stage and construction stage
- b. Input values (energy cost, savings, etc.) required to develop a pro-forma cash flow projection for the proposed project that meets the financial criteria outlined in this Agreement. The pro-forma cash flow projection will be developed by Customer's municipal financial advisor using these inputs.

3. Financial Criteria

For the purpose of clearly defining the project's outcome and for efficiently guiding the effort to provide the services of this PDA, Customer and JCI agree that the Financial Criteria used to evaluate this project shall be as presented in this section. These values may be changed, upon mutual agreement of Customer and JCI, at any time as more accurate information becomes known. However, for the purposes of determining whether or not JCI has met the financial criteria identified in Section 2 "Deliverables", the values indicated herein will be used to make such determination.

-
- Average PG&E annual utility escalation rate is 5%
 - Operational Savings Percentage annual increase of 4%

The scope of the proposed project shall include the combination of the evaluated Facility Improvement Measures (FIMs) that satisfy, as a combination of FIMs and not necessarily individually, the Financial Criteria most advantageously for Customer. As a result, some FIMs may or may not be developed and some FIMs may or may not be included in the scope of the proposed project.

4. Schedule

It is the intent and commitment of all parties identified in this Agreement, to work diligently and cause others under their direction, to work diligently toward meeting the following timeline:

- December 14th JCI to submit sample contract for customer legal review
- January 5, 2023 City to Acquire required land
- February 14, 2023 Development progress meeting
- March 15, 2023 City Council Approval of Design-Build Contract
- March 16, 2023 Customer issuance of NTP 1 for Final Engineering
- June 14, 2023 City to approve and issue NTP 2 for project construction

These timeframes may be modified by subsequent work plans approved by all parties.

5. Price and Payment Terms

Customer agrees that JCI will incur significant cost by providing the services required by this Project Development Agreement and that all reasonable, actual, project development costs incurred will be included in the Total Price of the Work in the Energy Savings Performance Contract.

However, if JCI proposes a project that meets the Financial Criteria, and the Customer does not enter into the Energy Savings Performance Contract within sixty (60) days after JCI submits the deliverables of this PDA, the Customer shall promptly pay JCI in the amount of **\$75,000** as reasonable compensation for services provided under this PDA.

The Customer shall have no obligation to pay JCI for services performed as part of this Project Development Agreement if:

1. JCI and the Customer enter into the Design-Build Agreement for the proposed project within 60 days after JCI provides the Deliverables of the PDA; or

6. Records and Data

To enable JCI to fulfill its obligations, Customer will furnish to JCI all data, documents, and authorizations requested that are pertinent to the scope of work. JCI will provide a separate document requesting the information and Customer shall make every effort to provide that information within a reasonable time. If the requested information is not provided in a timely manner then JCI shall be allowed to modify the schedule in this agreement.

7. Indemnity

Johnson Controls and Customer agree that the parties shall each be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of the parties, their officers, agents, directors, and employees. To the extent permitted by law, Johnson Controls and Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind,

including all legal costs and attorney's fees, resulting from the intentional misconduct of their officers, agents or employees or any negligent act or omission by their officers, employees or agents.

8. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation may be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein, if the parties elect to at the time the dispute arises. In that event, all disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest State or Federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of this dispute.

9. Confidentiality

This agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including, but not limited to, systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing, both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

JCI and City understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer. JCI will be notified in writing of any changes in the designated Customer representative.

Notwithstanding the foregoing confidentiality provisions, JCI acknowledges that the City is a California municipality and is subject to the California Public Records Act as found under the California Government Code Section 6250 et seq. City shall provide JCI no less than six (6) days' prior written notice of City's intent to disclose any of JCI's Proprietary Information pursuant to a request for disclosure and/or copying under the California Public Records Act. If JCI disagrees with City's decision to disclose JCI's Proprietary Information, JCI will respond in writing within forty-eight (48) hours of receipt of such written notice from the City informing the City of JCI's course of action including, but not limited to, seeking a protective order. If JCI fails to initiate seeking a protective order within two days of City's receipt of JCI's notification to City, City shall be permitted to comply with the demand to disclose the Proprietary Information. If JCI does initiate seeking such a protective order, the City shall cooperate with, and shall not oppose, JCI in obtaining such protective order, provided, however, that JCI agrees to assume all out-of-pocket legal costs related to the matter incurred by the City including, but not limited to, any reasonable attorney's fees. So long as the City complies with the provisions of notification set forth in this section, the City shall not be liable for, and JCI hereby releases City from, any liability for any damages arising from any release of Proprietary Information to a requestor of such information, and such release includes the representation of the City.

10. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this

Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This Agreement and all matters arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of California. The parties hereby irrevocably consent to the jurisdiction of the state courts located in Fresno County, California, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reimbursement for all out-of-pocket costs and expenses, including without limitation, reasonable attorney's fees.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect and are not affected or impaired in any way.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency, employment, or fiduciary relationship or partnership between the parties or to impose any such obligation or liability upon either party. Neither party shall have any right, power of authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other party.

Without limiting the generality of the foregoing paragraph, neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of either party shall create an employment relationship between City and JCI for any purpose. JCI shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City. JCI shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by JCI are employees, agents, contractors or subcontractors of JCI and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against JCI by any such employees, agents, contractors or subcontractors, or any other person, resulting from performance of this Agreement.

This Agreement does not and is not intended to confer any rights or remedies upon any party other than the parties to this Agreement.

This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

All notices required or permitted under this Agreement shall be in writing and shall be deemed given on the date sent if delivered by hand or by email with an attachment in a portable document format (.pdf) or similar file format, on the next business day if sent by overnight courier, or on the third business day if sent by United States mail, postage prepaid, to each party at its address shown on Page 1 of this Agreement (or at such other address as a party may specify by notice under this section).

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

Johnson Controls, Inc.

By: Scott Avirett

Signature: _____

City of Coalinga

By: Marissa Trejo

Signature: _____

Title: Area General Manager, West Region

Title: City Manager

Date: _____

Date: _____

PROJECT DEVELOPMENT AGREEMENT BETWEEN

City of Coalinga
155 West Durian Ave.
Coalinga, CA 93210

AND

Johnson Controls
3451 West Ashlan Ave.
Fresno, CA 93722

The purpose of this Project Development Agreement ("PDA") is to confirm the intent of the City of Coalinga ("Customer") to select Johnson Controls ("JCI") to develop a Design-Build solar energy project for the City's Water Filtration Facility. This PDA will provide the basis of the scope, schedule, and deliverables of the PDA as well as the obligations of both parties, and the financial criteria representing the intended outcome of the project.

1. Scope of Services

The scope of services of this PDA shall include:

- a. Project development, including engineering cost and savings estimates, the following facility Improvement measures (FIMs):
 - i. Water Filtration Plant Solar PV
 - ii. Battery Energy Storage at Water Filtration Plant
- b. JCI will provide the following additional services:
 - i. Obtaining from PG&E an interconnection pre-application report
 - ii. Identification of potential rebates or incentives
 - iii. Project financial analysis
 - iv. JCI will assist and provide financial variables to the City Financial Advisor. An independent financial Proforma will be provided by the City Financial Advisor based on the information provided by JCI.
 - v. Prepare a preliminary Environmental and Civil Site Assessment
 - vi. Conduct a preliminary Geotechnical Study

2. Deliverables

At the completion of services provided under this Agreement, Johnson Controls shall deliver the following ("Deliverables"):

- a. An executable Two Step Design-Build Contract which sets forth:
 - i. Scope of Work
 - ii. Customer responsibilities
 - iii. Price to execute the defined scope of work under final design stage and construction stage
- b. Input values (energy cost, savings, etc.) required to develop a pro-forma cash flow projection for the proposed project that meets the financial criteria outlined in this Agreement. The pro-forma cash flow projection will be developed by Customer's municipal financial advisor using these inputs.

3. Financial Criteria

For the purpose of clearly defining the project's outcome and for efficiently guiding the effort to provide the services of this PDA, Customer and JCI agree that the Financial Criteria used to evaluate this project shall be as presented in this section. These values may be changed, upon mutual agreement of Customer and JCI, at any time as more accurate information becomes known. However, for the purposes of determining whether or not JCI has met the financial criteria identified in Section 2 "Deliverables", the values indicated herein will be used to make such determination.

-
- Average PG&E annual utility escalation rate is 5%
 - Operational Savings Percentage annual increase of 4%

The scope of the proposed project shall include the combination of the evaluated Facility Improvement Measures (FIMs) that satisfy, as a combination of FIMs and not necessarily individually, the Financial Criteria most advantageously for Customer. As a result, some FIMs may or may not be developed and some FIMs may or may not be included in the scope of the proposed project.

4. Schedule

It is the intent and commitment of all parties identified in this Agreement, to work diligently and cause others under their direction, to work diligently toward meeting the following timeline:

- | | |
|---------------------|--|
| • January 16, 2023 | JCI to submit sample contract for customer legal review |
| • February 13, 2023 | City to Acquire required land |
| • February 14, 2023 | Development progress meeting |
| • March 15, 2023 | City Council Approval of Design-Build Contract |
| • March 16, 2023 | Customer issuance of NTP 1 for Final Engineering |
| • June 14, 2023 | City to approve and issue NTP 2 for project construction |

These timeframes may be modified by subsequent work plans approved by all parties.

5. Price and Payment Terms

Customer agrees that JCI will incur significant cost by providing the services required by this Project Development Agreement and that all reasonable, actual, project development costs incurred will be included in the Total Price of the Work in the Energy Savings Performance Contract.

However, if JCI proposes a project that meets the Financial Criteria, and the Customer does not enter into the Energy Savings Performance Contract within sixty (60) days after JCI submits the deliverables of this PDA, the Customer shall promptly pay JCI in the amount of **\$75,000** as reasonable compensation for services provided under this PDA.

The Customer shall have no obligation to pay JCI for services performed as part of this Project Development Agreement if:

1. JCI and the Customer enter into the Design-Build Agreement for the proposed project within 60 days after JCI provides the Deliverables of the PDA

6. Records and Data

To enable JCI to fulfill its obligations, Customer will furnish to JCI all data, documents, and authorizations requested that are pertinent to the scope of work. JCI will provide a separate document requesting the information and Customer shall make every effort to provide that information within a reasonable time. If the requested information is not provided in a timely manner then JCI shall be allowed to modify the schedule in this agreement.

7. Indemnity

Johnson Controls and Customer agree that the parties shall each be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of the parties, their officers, agents, directors, and employees. To the extent permitted by law, Johnson Controls and Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind,

including all legal costs and attorney's fees, resulting from the intentional misconduct of their officers, agents or employees or any negligent act or omission by their officers, employees or agents.

8. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation may be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein, if the parties elect to at the time the dispute arises. In that event, all disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest State or Federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of this dispute.

9. Confidentiality

This agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including, but not limited to, systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing, both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

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Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

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This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

Johnson Controls, Inc.

By: Scott Avirett

Signature: _____

City of Coalinga

By: Marissa Trejo

Signature: _____

Title: Area General Manager, West Region

Title: City Manager

Date: _____

Date: _____

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

Subject: Authorize Assistant City Manager to Coordinate an Appreciation Event for Public Works and Utilities Employees for being Accident-Free for Over One Year

Meeting Date: Thursday, January 19, 2023

From: Marissa Trejo, City Manager

Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

There is no staff recommendation. This item was requested as a Future Agenda Item by Mayor Pro Tem Ramirez.

II. BACKGROUND:

As of January 11, 2023, the City of Coalinga Public Works Department has been accident-free since December 22, 2021.

III. DISCUSSION:

Mayor Pro Tem Ramirez would like to authorize the Assistant City Manager, who is the Department Head over Public Works and Utilities, to coordinate an appreciation event for staff and their families to recognize the Department being accident-free for over one year.

IV. ALTERNATIVES:

Do not approve.

V. FISCAL IMPACT:

Mayor Pro Tem Ramirez requested the event be capped at \$1,000. This expense is not budgeted and would impact the funds from which the employees are paid (General Fund, water, gas, gas tax and sewer).

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: Swearing In of Re-Elected Councilmember Adam Adkisson
Meeting Date: Thursday, January 19, 2023
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

Staff recommends Mayor Horn Swear In Councilmember Adkisson as he was not present at the January 5, 2023, City Council meeting.

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject: Discussion, Direction and Potential Action related to the 2022/2023 Water Year and Water Conservation Efforts including Revisiting the Current Water Restrictions
Meeting Date: Thursday, January 19, 2023
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Staff does not have any recommendations at this time as this is an update as of December 15, 2022 related to the water situation. This item allows the Council to consider and discuss current watering restrictions and adjust as they deem necessary as this given time. Additionally, Councilman Ramirez requested a future agenda item to discuss current water restrictions.

II. BACKGROUND:

The City of Coalinga is entering its final few months of the 22/23 water year where we are tracking to land right at the target amount of 3,677 AF of water which includes the 600 AF of water the City purchased in October. Staff is currently working with DWR on the grant agreement for the \$1.2 Million grant to cover the cost of the 600 AF water purchase. In addition, staff has met with DWR on two other occasions to discuss future courses of action to create a more sustainable surface water supply in drought years. These discussions have been extremely productive and staff will continue to update the Council as these meetings progress.

Currently the City has the following water restrictions in place (Per Resolution No. 4108 as amended):

Water Conservation Emergency Restrictions

- Residential (including rural residential) Watering – No watering of turf/grass in the front yard. Trees and shrubs may be watered enough to keep them alive.
- All other residential landscaping shall be held to ONE DAY PER WEEK (MONDAYS) watering schedule.

Commercial/Industrial/Institutional Watering

No watering on non-functional turf is permitted (per Governor's Executive Order). All other ONE day per week (MONDAYS).

- No restaurants or other public place which serves food shall serve drinking water to any customer unless expressly requested by the customer.
- Hand-held hose washing is strictly prohibited for sidewalks, walkways, driveways, parking areas, patios, porches and verandas. However, hand-held hoses may be used at anytime so long as there is a shut off nozzle (ie. watering trees in front yard).
- Decorative fountains must recirculate water.

Penalties

Warning, \$100, \$500, \$1,000

III. DISCUSSION:

At this time staff has only received one letter from USBR, in November, regarding the 23/24 water year. They are once again preparing for the continuation of drought conditions. Although the 2022 water year was for the most part wetter than the previous two years, the period 2020-2022 was the worst three-year drought period on record; and both Federal and State water storage reservoirs will starting the 2023 Water Year near historic lows.

Since this letter was issued California has seen a good amount of rainfall however, we need to see this trend continue though the beginning of 2023 and into spring. Since we are still in the 22/23 water year which ends February 28, 2023, staff is not recommending any changes to the current water restrictions that are in place (as mentioned above) and plans to continue updating the City Council at each meeting on the water situation, status of grant applications, discussions with DWR and as things change/evolve provide information that will assist in the decision making process as we move into the 23/24 water year.

IV. ALTERNATIVES:

- None at this time as staff does not have any recommendations in this report.
- Council may choose to discuss and/or change the current water restrictions.

V. FISCAL IMPACT:

None at this time.

ATTACHMENTS:

File Name	Description
☐ RESO#4108_Continuing_Water_Conservation_Emergency__Updating_Water_Shortgage_Regs__Auth_Purchase_of_Water_080422_.pdf	Resolution No. 4108 - Water Conservation Measures

RESOLUTION NO. 4108

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA CONTINUING THE
PROCLAIMED WATER CONSERVATION EMERGENCY, UPDATING ITS WATER SHORTAGE
REGULATIONS, AND AUTHORIZING THE PURCHASE OF WATER DUE TO EXEPECTED
SHORTFALL**

WHEREAS, California is in a second consecutive year of dry conditions, resulting in drought conditions throughout most of the State, worse than the drought of 2015; and

WHEREAS, warm temperatures and dry soils in Spring 2021 depleted the expected runoff from the Sierra-Cascade snowpack greater than previously projected low volumes; and

WHEREAS, on May 10, 2021, the governor issued a proclamation of a State of Emergency regarding extreme drought conditions in California; and

WHEREAS, the City of Coalinga is solely dependent on surface water provided through the Central Valley Project under the City's contract with the United States Bureau of Reclamation (USBR); and

WHEREAS, USBR notified the City on May 18, 2022, that the City must decrease its water usage to Public Health and Safety (PHS) needs only, effective April 1, 2022; and

WHEREAS, the City's water requirements exceed the PHS-calculated volume and therefore the City must demonstrate extraordinary water conservation to receive additional water above the PHS volume, pursuant to USBR's Municipal and Industrial Water Shortage Policy; and

WHEREAS, On July 1, 2021 the City Council proclaimed a Water Conservation Emergency is hereby proclaimed for the City of Coalinga until the City at a future date determines the water emergency is over; and

WHEREAS, the City Council has determined that extreme conservation must continue through the 2022/2023 water year; and

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

1. The Water Conservation Emergency Proclamation is hereby continued for the City of Coalinga until the Council removes such proclamation by subsequent resolution; and,
2. The City shall impose additional water restrictions and penalties beyond those provided in Section 6-4C.07 of the City's Municipal Code (Exhibit A).
3. The City Council Authorizes staff to purchase water on behalf of the City for its expected shortfall at a cost not to exceed \$2,500 an acre foot.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the 4th day of August 2022, by the following vote:

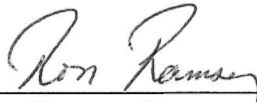
AYES: Ramirez, Singleton, Horn, Adkisson

NOES: Ramsey

ABSTAIN: None

ABSENT: None

APPROVED:



Ron Ramsey, Mayor

ATTEST:



Shannon Jensen, City Clerk

EXHIBIT A
City of Coalinga Water Conservation Emergency Restrictions
Effective August 4, 2022 (Until Repealed by Resolution)

As of August 4, 2022, the City Council of Coalinga has extended its Water Conservation Emergency Proclamation for all Coalinga water customers. The following water restrictions are mandatory because of extreme, drought-related water shortages from the United States Bureau of Reclamation and possible consequences of exceeding its allocated allotment.

Water Conservation Emergency Restrictions

- Residential (including rural residential) Watering – No watering of turf/grass in the front yard. Trees and shrubs may be watered enough to keep them alive.
 - All other residential landscaping shall be held to the following ONE DAY PER WEEK watering schedule:
 - No water customer shall sprinkle, water, or irrigate any shrubbery, trees, lawns, grass, groundcovers, plants, vines, gardens, vegetables, flowers, or any other landscaped or vegetated areas on between the hours of 6:00 a.m. and 9:00 p.m.
 - ODD Address – may water on TUESDAYS
 - EVEN Address – may water on THURSDAYS
- Commercial/Industrial/Institutional Watering
 - No watering on non-functional turf is permitted (per Governor's Executive Order)
 - All other watering shall ONLY occur on Wednesdays.
 - No water customer shall sprinkle, water, or irrigate any shrubbery, trees, groundcovers, plants, vines, gardens, vegetables, flowers, or any other landscaped or vegetated areas on between the hours of 6:00 a.m. and 9:00 p.m.
 - 30% reduction in water use is encouraged.

Additional Restrictions

- No restaurants or other public place which serves food shall serve drinking water to any customer unless expressly requested by the customer.
- Hand-held hose washing is strictly prohibited for sidewalks, walkways, driveways, parking areas, patios, porches and verandas.
- Decorative fountains must recirculate water.

Penalties

- No water customer of the City shall knowingly use, or permit the use of, water in a manner contrary to any provisions of this chapter, or in an amount in excess of that use permitted by the provisions of this chapter.

- Unless otherwise provided, any water customer violating any restriction shall be guilty of an infraction, and each day or portion thereof such violation is in existence shall be a new and separate offense.
 - Any water customer determined to be guilty of a violation shall receive a verbal notice followed up with a written notice.
 - Any water customer determined to be guilty of a second violation shall be issued an infraction, punishable by a fine of not more than one hundred (\$100.00).
 - For a third violation, during any period of declared water conservation emergency, an infraction, punishable by a fine not more than five hundred dollars (\$500.00).
 - For a fourth violation, during any period of declared water conservation emergency, an infraction, punishable by a fine not more than one thousand dollars (\$1,000.00), and placement of a flow restrictor. In addition, the City may discontinue water services.
- In addition to the above remedies, the City Manager, or his or her designee, is empowered to enforce any or all of the following penalties:
 - Place a flow restricting device upon the water service;
 - Lock off of a water meter;
 - Remove a water meter;
 - Shut off the service connection.
- All costs or expenses incurred by the City for enforcement of this section shall be borne by the water customer. No water service shall be limited or discontinued until the City Manager or his or her designee provides a written notice of intent to so limit or discontinue such service and the reasons for such decision, and further, provides such water customer notice of the right to request an administrative review and hearing pursuant to the procedures set forth in Section 6-4.26 of the Municipal Code, except that any reference to "citation" in that section shall instead be deemed a reference to a "notice of intent" as described in this section. A written notice of intent shall be provided either by first class mail, by personal service on the water customer, or by posting said notice in a conspicuous place on the property wherein the violation occurred. Notwithstanding any other provision of this Code, there shall be no right to further administrative review or appeal.