



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

**October 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 Meeting, on October 19, 2023 in the City Council Chambers located at 155 West Durian, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to this meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. The Meeting will begin at 6:00 p.m. and the agenda will be as follows:**

## **1. CALL TO ORDER**

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

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

## **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. City Council Consideration and Approval of an Ordinance Amending the Planning and Zoning Code Related to Permitting Limited Accessory Structures within the Street Side Setback of Reverse Corner Lots (Zoning Text Amendment Application ZTA 23-02) and Further Introducing and Waiving the First Reading of Ordinance No. 862.

**Sean Brewer, Assistant City Manager**

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

1. Approve MINUTES - October 5, 2023
2. Information Only - Status of Burned Properties
3. Informational Only - Road Diet Survey Results
4. Approve Revised Council Rules of Procedure
5. Approve Two Part Time Temporary Maintenance Workers to Fill In for Employees Attending 9 week Class A Drivers Training Class at West Hills College
6. Authorize Procurement, Integration and Migration to OneMeeting Software from Novus Agenda
7. Approve a Resource Increase from AB179 Technology Upgrades and Improvement Program
8. Authorize City Manager to Approve the Budget Appropriation Transfer in the amount of \$48,500.00 for FY21/22 Auditing Services from Bryant L. Jolley, CPA
9. Adopt Resolution No. 4184 Approving Extension of the City's Municipal Advisory Agreement with Wulff, Hansen & Co., Approving Addendum 7 to such Agreement, and Authorizing Investment of City Funds in U.S. Treasury Securities through the Wulff Hansen Treasury Program and Directing Certain Actions with Respect Thereto
10. Adopt Resolution No. 4185 related to the Emergency Work Declaration Regarding the Repair and Restoration of the Water Treatment Plant Clarifiers in Accordance with California Public Contract Code 22025 and 22050
11. Adopt Resolution No. 4186 Directing Staff to Bring All Items Impacting Public Privacy to Council for Consideration and Approval
12. Adopt Resolution No. 4187 Adopting a Building Permit Investigation Fee Policy
13. Adopt Resolution No. 4188 Amending the Fire Pay Scale
14. Introduce and Waive First Reading of Ordinance No. 863 (Disqualification of Contractors for Public Works Projects)
15. Authorize Purchase of a 580N EP Case Backhoe for Public Works
16. August 2023 Monthly Crime Report
17. September 2023 Monthly Crime Report
18. Public Works, Utilities & Community Development Quarterly for July-September 2023

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

1. Discussion, Direction and Potential Action regarding Adding Electrical Outlets at Council Dais

**Marissa Trejo, City Manager**

## **7. ANNOUNCEMENTS**

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

## **8. FUTURE AGENDA ITEMS**

## **9. CLOSED SESSION (NONE)**

## **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:** City Council Consideration and Approval of an Ordinance Amending the Planning and Zoning Code Related to Permitting Limited Accessory Structures within the Street Side Setback of Reverse Corner Lots (Zoning Text Amendment Application ZTA 23-02) and Further Introducing and Waiving the First Reading of Ordinance No. 862.

**Meeting Date:** Thursday, October 19, 2023

**From:** Marissa Trejo, City Manager

**Prepared by:** Sean Brewer, Assistant City Manager

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## **I. RECOMMENDATION:**

Staff is recommending that the City Council Consideration and Approval of Ordinance No. 862, Amending the Planning and Zoning Code Related to permitting limited accessory structures within the street side setback of reverse corner lots (Zoning Text Amendment Application ZTA 23-02) and Further Introducing and Waiving the First Reading of Ordinance No. 862.

## **II. BACKGROUND:**

The City Council directed staff to prepare a recommendation regarding a proposed zoning text amendment to permit accessory structures in the required street setbacks of reverse corner lots within the City. Council feels that the proposed amendment aims to address specific constraints faced by property owners and enhance flexibility in land use, while ensuring compatibility with existing zoning regulations and the broader community's interests.

Reverse corner lots are defined by their distinctive configuration, where the narrowest section of the lot abuts the corner, while the wider portion fronts onto the secondary street. Property owners of such lots often encounter challenges in accommodating accessory structures due to limited available space within the required street setbacks.

On October 10, 2023, the Planning Commission held a noticed public hearing and after testimony to the fact, adopted Resolution No. 023P-009 recommending that the City Council consider and adopt ordinance no. 862.

## **III. DISCUSSION:**

Currently, Section 9-2.203(b)(4) states that reversed corner lots shall have a minimum street side yard width of twelve (12) feet or the required front yard requirement of the lot in the rear (key lot), whichever is less. The setback shall be twenty (20) feet for garages accessed from the side street. No accessory structure shall project beyond the extension of the required front yard line of the lot in the rear (key lot).

The Council wishes to permit accessory structures within the extension area of the front yard line of the key lot. Therefore, staff has prepared ordinance number 862 that would amend the code to permit the placement

of accessory structures under 120 square feet. This would include small structures such as small sheds or gazebos to be placed in this setback. All structures that would trigger a building permit would not be permitted within said setback. All structures permitted in this setback shall be placed behind a 6-foot solid fence as permitted under the planning and zoning code.

**Environmental Review:** Staff finds and determines that this ordinance, which supports the placement of small structures within a streetside setback, will not have a significant effect on the environment and is not expected to impact surrounding properties. Accordingly, staff finds that the provisions of Section 15303(e) of the CEQA guidelines supports the filing of a notice of exemption related to new construction or conversion of small structures specifically accessory structures.

**Public Notification:** A public hearing notice was prepared and circulated in accordance with State and Local law as it relates to zoning text amendments. The Public hearing notice was posted at City Hall, the Police Department, Fire Department, Coalinga Library, Coalinga Area Chamber of Commerce, City's Website and it ran in the Coalinga Press.

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.

Permitting accessory structures within required street setbacks of reverse corner lots should not negatively impact the surrounding land uses or neighborhood character as it will limit the structures to less than 120 square feet or any structure that requires a building permit. This ordinance will still allow staff to ensure that the structures placed in these setbacks provide adequate safety and accessibility, particularly at intersections, to maintain public safety. The ordinance aims to address specific constraints faced by property owners and enhance flexibility in land use, while ensuring compatibility with existing zoning regulations and the broader community's interests.

#### IV. ALTERNATIVES:

- Do not introduce and waive the first reading of ordinance no. 862.

#### V. FISCAL IMPACT:

There is no fiscal impact determined at this time.

#### ATTACHMENTS:

| File Name                                                           | Description       |
|---------------------------------------------------------------------|-------------------|
| Ordinance_No._862_-_Accessory_Structures_-_Reverse_Corner_Lots.docx | Ordinance No. 862 |

## ORDINANCE NO. 862

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA, CALIFORNIA AMENDING TITLE 9 OF THE COALINGA MUNICIPAL CODE – ACCESSORY STRUCTURES LOCATED WITHIN STREET SIDE REVERSE CORNER LOT SETBACKS IN RESIDENTIAL DISTRICTS.

**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 to permitting the placement of accessory structures in the street side setback of a reverse corner lot in a residential zoning district in the City; and

**WHEREAS**, currently, reversed corner lots shall have a minimum street side yard width of twelve (12) feet or the required front yard requirement of the lot in the rear (key lot), whichever is less. The setback shall be twenty (20) feet for garages accessed from the side street. No accessory structure shall project beyond the extension of the required front yard line of the lot in the rear (key lot); and

**WHEREAS**, the Council wishes to permit select accessory structures within the extension area of the front yard line of the key lot; and

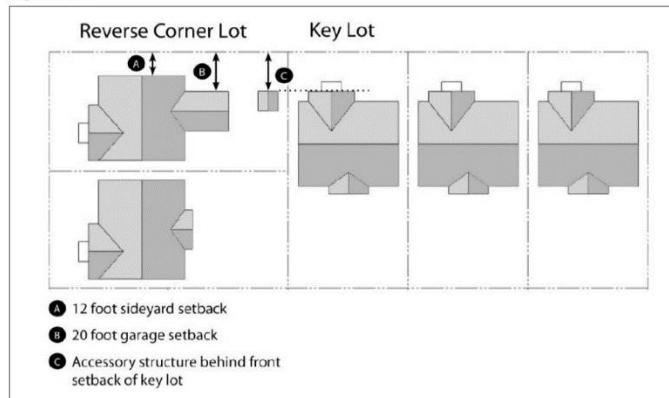
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COALINGA DOES ORDAIN AS FOLLOWS:**

**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 amends Section 9-2.203(b)(4) of the Coalinga Municipal Code related to accessory structures within the extension area of the front yard line of the key lot:

(4) Street side yard - reversed corner lots. Reversed corner lots shall have a minimum street side yard width of twelve (12) feet or the required front yard requirement of the lot in the rear (key lot), whichever is less. The setback shall be twenty (20) feet for garages accessed from the side street. No accessory structure shall project beyond the extension of the required front yard line of the lot in the rear (key lot), *unless under 120 square feet and not permanently affixed to the ground. If a structure requires a building permit it is not permitted in this required setback. Structures in this setback must be behind a 6-foot solid fence as permitted under the planning and zoning code.*

Figure 2.2



**SECTION 3.** 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 4.** 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 5.** 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 - October 5, 2023  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Shannon Jensen, City Clerk

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

|   | File Name                       | Description               |
|---|---------------------------------|---------------------------|
| ▣ | MINUTES_For_Approval_100523.pdf | Minutes - October 5, 2023 |

# MINUTES

## CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

### MEETING AGENDA

#### October 5, 2023

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

Council Members Present: Horn, Ramirez, Vosburg, Schindler

Others Present: City Manager Marissa Trejo, Assistant City Attorney Christina G. Di Filippo, 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: Hedgecock

Others Absent: City Treasurer Dawn Kahikina

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

1. Corporal David Cano will also be sworn-in during Item No. 2.1.

*Motion by Schindler, Second by Vosburg to Approve the Agenda for the meeting of October 5, 2023. Motion **Approved** by 4/0 Roll-Call Majority Vote. (Hedgecock – Absent)*

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

1. Swearing in of Sergeant Damian Sparks, Sergeant Tony Henderson, Officer Daniel Saucedo, and Police Technician I Veronica Sparks

Chief of Police Jose Garza sworn-in Sergeant Damian Sparks, Sergeant Tony Henderson, Officer Daniel Saucedo, Police Technician I Veronica Sparks and Corporal David Cano into office.

2. Presentation – West Hills College 25th Annual Athletic Hall of Fame Inductees

Mayor Horn presented certificates to Mrs. Gina Twardowski on behalf of the West Hills 25th Annual Athletic Hall of Fame Inductees.

Ms. Imelda Ramirez presented certificates to Mrs. Gina Twardowski for the inductees on behalf of Assemblywoman Soria's office.

3. Presentation – unWired Broadband Fiber-to-the-Home Project in Coalinga

Jerry Stevens of unwired Broadband presented the Coalinga unWired Broadband Fiber-to-the-Home project.

**3. CITIZEN COMMENTS**

*The following individual(s) spoke under Citizen Comments:*

Xenia Carmona spoke in opposition to the cost of the Coalinga Police Department's fees to obtain a copy of police report.

Mary Jones spoke in opposition to the Citizen Comment process during City Council Meetings.

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

None

**4. PUBLIC HEARINGS**

None.

**5. CONSENT CALENDAR**

1. Approve MINUTES – September 7, 2023
2. Approve MINUTES – September 14, 2023 (Special)
3. Check Register: 08/01/2023 – 08/31/2023
4. Information Only: Water Treatment Plant Testing
5. Information Only: Digital Billing
6. Adopt Resolution No. 4182 and Agreement No. 1148-23 Accepting \$1.74M from BSCC-Organized Retail Theft
7. Adopt Resolution No. 4183 Revising the Basic Pay Scale
8. Consideration of Bid Award for Park Exercise Equipment Project
9. Direct Staff to Bring All Items that May Impact Public Privacy to Council for Consideration and Approval

*Councilman Vosburg pulled Item No. 5.9 for discussion.*

Councilman Vosburg requested a Resolution be drafted formalizing the process for all items that impact public privacy.

10. Authorize City Manager to Execute a Conveyance Agreement with Members of Gladstone California Water, LP (GCWLP) for Conveyance of Untreated Water provided by Byron-Bethany Irrigation District ("BBID")
11. Direct City Manager to Write a Letter to Fresno County Encouraging their Approval of Micro Kitchens as Allowed by the State of California
12. Authorized Assistant City Manager to Execute Task Orders with City Engineer to Provide Design Engineering and Construction Engineering Services for Pleasant Street Sewer Main Reconstruction Project between Louisiana and Hachman Avenues
13. Authorize Purchase of AMI Meters as Part of the 2022 Urban Drought Relief Program
14. Code Enforcement Monthly Report for August 2023

*Motion by Vosburg, Second by Horn to **Approve** Consent Calendar Item Nos. 5.1 through 5.14. Motion **Approved** by a 4/0 Roll-Call Majority Vote. (Hedgecock – Absent)*

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

1. Discussion, Direction and Potential Action regarding a Memorial for Rudy Flores  
**Marissa Trejo, City Manager**

City Manager Marissa Trejo gave a brief overview of the item, stating this was a Future Agenda Item requested by Councilman Vosburg.

*Consensus of the Council is for the City Manager to work with the loved ones of Rudy Flores to determine the most fitting memorial to honor Mr. Flores.*

2. Discussion and Direction and Potential Action regarding Purchasing and Installing Communication Signs at Centennial Park and Sandalwood Park  
**Marissa Trejo, City Manager**

City Manager Marissa Trejo gave a brief overview of the item, stating this was a Future Agenda Item requested by Councilman Hedgecock.

*Consensus of the Council is to purchase and install communication signs for Centennial Park and Sandalwood Park. Also, the Council directs staff to research the costs associated with the purchase of additional signs for other City-owned parks.*

3. Discussion regarding Council Rules of Procedure  
**Marissa Trejo, City Manager**

City Manager Marissa Trejo gave a brief overview of the item, stating this was a Future Agenda Item requested by Mayor Horn.

*Consensus of the Council is for staff to draft amendments to the section of Council's Rules of Procedure regarding Public Comment Cards and to add a section directing the City Clerk to provide a monthly update to Councilmembers regarding their training and travel budget balance.*

4. Discussion and Direction regarding Storage of Inoperative Vehicles  
**Marissa Trejo, City Manager**

City Manager Marissa Trejo gave a brief overview of the item, stating this was a Future Agenda Item requested by Mayor Pro-Tem Ramirez.

*Consensus of the Council is for the City Manager to bring back some scenarios of how the code could be amended to allow residents to work on vehicles in their driveways.*

**7. ANNOUNCEMENTS**

City Manager's Announcements:

City Manager Marissa Trejo announced that the Coalinga Fire Department will be holding their Annual Fire Prevention Week Open House at the Fire Department on Saturday, October 14, 2023, from 10:00am to 2:00pm. There will be Station Tours, Hotdogs, Sidewalk CPR, Kids Obstacle Course, Free Fire Swag for Kids and a Fire Demonstration.

Mrs. Trejo announced that the Coalinga Police Department has events scheduled throughout the month for their first annual Cop-Tober:

**Saturday, October 7, 2023**, 9:00am to 11:00am – Donut Bar & Cop Cars at the corner of Elm & Sixth

**Saturday, October 14, 2023**, 10:00am to 2:00pm – Police Obstacle Course at the Coalinga Fire House

2:00pm to 6:00pm – Down Syndrome Walk at Keck Park

**Saturday, October 21, 2023**, 6:00pm to 9:00pm – Trunks for Treats – Octoberfest

**Saturday, October 28, 2023**, 10:00am to 12:00pm – Pumpkin Carving at the Police Department

Council Member's Announcements:

Mayor Pro-Tem Ramirez invited citizens to attend the Coalinga High School home football game on Friday against Avenal.

Councilman Vosburg announced that he had recently attended the State Water Resources Control Board, stating the Board spoke mostly of conservation with no "human-factor".

Mayor's Announcements:

Mayor Horn announced that Coalingafest will be on Saturday, October 21, 2023 from 11:00am to 9:00pm. This year they will have a Haunted Escape Cell and, as always, the Trunk for Treats.

**8. FUTURE AGENDA ITEMS**

Mayor Horn requested a Future Agenda Item cost estimates to install power outlets on top of the dais.

**9. CLOSED SESSION**

None

**10. CLOSED SESSION REPORT**

None

**11. ADJOURNMENT 7:42 PM**

**APPROVED:**

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James Horn, Mayor

**ATTEST:**

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Shannon Jensen, City Clerk

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Date

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

**Subject:** Information Only - Status of Burned Properties  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Greg DuPuis, Fire Chief

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**I. RECOMMENDATION:**

This item was requested as a Future Agenda Item by Councilman Vosburg. There is no staff recommendation as this is informational only.

**II. BACKGROUND:**

Councilman Vosburg requested a status update on the burned properties within City limits.

**III. DISCUSSION:**

429 E Pleasant- Abatement letter sent to property owner February 1, 2023. No response, no contact from property owner.

325 E Houston - Abatement letter sent to property owner January 17, 2023. No response, no contact from property owner.

154 Buchanan – Abatement letter sent to property owner on January 17, 2023. Letter was returned “unable to deliver”. No response, no contact from property owner.

487 E Pleasant- Abatement letter sent to owner on November 7, 2022. A Demolition permit was issued January 5, 2023 and a building permit was issued August 21, 2023.

363 E Elm - Abatement letter sent to property owner on January 17, 2023. A demolition permit was issued February 27, 2023.

321 E Elm – Abatement letter was sent to property owner on September 7, 2023. Property owners have 90 days to comply.

Staff has been working with the City Attorneys office for options to consider with the first three properties that have had no response or contact with property owners and staff will be bringing back options for Council consideration at a later date.

**IV. ALTERNATIVES:**

None

**V. FISCAL IMPACT:**

None

ATTACHMENTS:

File Name

Description

No Attachments Available

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

**Subject:** Informational Only - Road Diet Survey Results  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Larry Miller, Public Works and Utilities Coordinator

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## I. RECOMMENDATION:

None

## II. BACKGROUND:

Staff was directed by Councilman Vosburg to publish a survey concerning the road diet project on Elm Ave.

## III. DISCUSSION:

On September 7<sup>th</sup>, the Road Diet survey was created and published on Survey Monkey. Information on how to participate in the survey was published through various formats such as social media, city website, and printed publications. The survey garnered 188 responses during its 32-day run time. While there was no set duration for the survey, participation tapered off quickly after the first two weeks of publication and ended entirely at the start of October.

The interactive results can be seen by following the link below:  
[https://www.surveymonkey.com/stories/SM-i\\_2FY85qC4B4QhQMTu5ZrwQ\\_3D\\_3D/](https://www.surveymonkey.com/stories/SM-i_2FY85qC4B4QhQMTu5ZrwQ_3D_3D/)

For the practicality of this potentially being a printed report the results are as follows:

**Q1.** Are you aware of the proposed road diet street project on Elm Ave between E. Cherry and 5th Street?

Yes – 166 (88.3%)

No – 22 (11.7%)

**Q2.** The proposed road diet street project on Elm Ave is part of the city's Active Transportation Plan and efforts to implement Complete Streets, which promotes safer and more comprehensive transportation networks. Are you familiar with the concept of Complete Streets?

Yes – 134 (77.28%)

No – 54 (28.72%)

**Q3.** The road diet street project on Elm Ave aims to improve the street's design to accommodate pedestrians, cyclists, and drivers more effectively. Are you familiar with the concept of a road diet?

Yes – 146 (77.66%)

No – 42 (22.34%)

**Q4. How frequently do you travel on Elm Ave?**

Daily – 173 (92.02%)  
Weekly – 13 (6.91%)  
Monthly – 2 (1.06%)  
Rarely – 0  
Never – 0

**Q5. How do you currently use Elm Ave?**

Drive – 182 (96.81%)  
Walk – 3 (1.60%)  
Bike – 1 (0.53%)  
Other – 2 (1.06%)

**Q6. What do you think of the proposed road diet street project on Elm Ave?**

Strongly Support – 21 (11.17%)  
Somewhat Support – 14 (7.45%)  
Neutral – 7 (3.72%)  
Somewhat Oppose – 14 (7.45%)  
Strongly Oppose – 128 (68.09%)  
Don't Know/Not Sure – 4 (2.13%)

**Q7. If the road diet street project is implemented on Elm Ave, which of the following benefits do you think it would provide?**

Improved safety for all users (pedestrians, cyclists, and drivers) – 37 (19.68%)  
Enhanced traffic flow and efficiency – 3 (1.60%)  
Reduced congestion Improved air quality – 2 (1.60%)  
Improved access to businesses and amenities Reduce Vehicle Speeding – 8 (4.26%)  
I don't feel it will provide any benefits – 127 (66.55%)  
Other (please specify) – 11 (5.85%) \*Generally Negative

**Q8. If the road diet street project is implemented on Elm Ave, which of the following concerns do you think it would create?**

Increase Traffic Congestion – 106 (56.38%)  
Negatively Effect Traffic Flow – 31 (16.49%)  
Hinder Emergency Response Times – 10 (5.32%)  
Negatively Effect Local Businesses – 1 (0.53%)  
Decrease Traffic Safety – 3 (1.60%)  
I do not have any concerns – 24 (12.77%)  
Other (please specify) – 13 (6.91%) \*Generally Negative

**Q9. If the road diet street project is implemented on Elm Ave, which of the following concerns do you think it would address?**

Increased safety for pedestrians and cyclists – 35 (18.62%)  
Improved accessibility for all users – 14 (7.45%)  
Enhanced streetscape and aesthetics – 21 (11.17%)

Reduced vehicle speeds – 37 (19.68%)  
Other (please specify) – 81 (43.09%) \*Generally Negative

**Q10.** How do you think the road diet street project on Elm Ave would impact your daily life?

Positively – 27 (14.36%)  
Negatively – 131 (69.68%)  
No Impact – 14 (7.45%)  
Don't Know/Not Sure – 16 (8.51%)

**Q11.** Do you have any additional comments or suggestions regarding the proposed road diet street project on Elm Ave?

It is not feasible to include every worded response in this version of the report, but they are viewable by following the link previously provided. The comments were reviewed and placed into defined categories. Negative, Positive, Neutral, Unrelated and No Comment. Negative responses demonstrated ideas opposing the project. Positive responses demonstrated ideas supporting the project. Neutral responses demonstrated no direct opposition or support and largely provided ancillary ideas. Unrelated responses provided no clear objective to the response.

Negative – 111 (59.04%)  
Positive – 13(6.91%)  
Neutral – 10 (5.32%)  
Unrelated – 11 (5.85)  
No Comment – 43 (22.87)

**Summary**

Most respondents were aware of the project on Elm Ave. Of those respondents approximately 75% of them identified that they were aware of the concepts “Road Diet” and “Complete Streets”. 21 Respondents showed strong support, 128 showed strong opposition, 35 showed some middling level of support ranging from “Somewhat support”, “Somewhat Oppose”, and “Neutral”. 50 respondents identified it as providing some level of benefit and 104 respondents identified potential problems that it would create. The assumption is that the supportive respondents and the middle ground respondents make up the 50 whom identified positive benefits while the in opposition and middle ground respondents make up the majority of which identified potential problems it would create.

The most interesting metric is that of all 188 respondents, 107 identified some kind of concern that would be addressed such as reduced vehicle speeds or overall increased safety. Correlated with the majority of opposition, it would seem to indicate that most people agree that there are issues to be addressed, but do not necessarily believe that concepts such as a “Road Diet” will alleviate those issues.

**IV. ALTERNATIVES:**

None

**V. FISCAL IMPACT:**

None

**ATTACHMENTS:**

| File Name | Description |
|-----------|-------------|
|-----------|-------------|

No Attachments Available

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

**Subject:** Approve Revised Council Rules of Procedure  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Marissa Trejo, City Manager

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**I. RECOMMENDATION:**

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

**II. BACKGROUND:**

Council proposed revisions to the Council Rules of Procedure, commonly referred to as the Code of Conduct, during their October 5, 2023 City Council Meeting.

**III. DISCUSSION:**

Council's proposed revisions from the October 5, 2023 City Council Meeting have been made and is now ready for approval. Final version is attached.

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

None.

**ATTACHMENTS:**

| File Name                                                                                                                     | Description                |
|-------------------------------------------------------------------------------------------------------------------------------|----------------------------|
|  Code_of_Conduct_2023_amended_10.19.23.pdf | REVISED Rules of Procedure |

# CITY OF COALINGA-COUNCIL RULES OF PROCEDURE

## Decorum of City Council Members

1. Council Members shall:
  - a. put constituents first at all times;
  - b. treat each other, Staff, and the Public with dignity, courtesy, and respect;
  - c. value all opinions, be tolerant of new and different ideas, and encourage creativity and innovation;
  - d. follow through on commitments and be accountable to each other;
  - e. clarify when items are discussed in confidence and maintain appropriate confidentiality;
  - f. be attentive to others, limiting interruptions and distractions;
  - g. encourage dissent in debate while being mindful not to prolong discourse or block consensus;
  - h. be candid with each other about ideas and feelings, and resolve conflicts directly;
  - i. keep comments clear, concise, and on-topic to maximize opportunities for all to express themselves;
  - j. continuously strive to improve how members work as a team;
  - k. place clear and realistic demands on staff resources and time when requesting action;
  - l. start and end meetings on time, work from an agenda, and be present, attentive, and prepared;
  - m. present problems in a way that promotes discussion and resolution;
  - n. continually work to build trust in each other;
  - o. treat each other and everyone with courtesy and refrain from inappropriate behavior and derogatory comments at all times, including but not limited to Council Meetings, social media, and public events;
  - p. be fair, impartial, and unbiased when voting on quasi-judicial actions;
  - q. move to require the Mayor to enforce these Rules, and the Mayor shall do so upon an affirmative vote of a majority of the Council Members present;
  - r. preserve order and decorum during the meeting;
  - s. not delay or interrupt the proceedings or the peace of the council, nor disturb any Council Member while speaking, by conversation or otherwise;
  - t. prohibit disclosure of confidential communications and authorize public censure for failure to comply;

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- u. support the Rules established by the Council;
- v. abide by these Rules in conducting the business of the City of Coalinga;
- w. value each other's time;
- x. attempt to build consensus on an item through an opportunity for dialogue; but when this is not possible, the majority vote shall prevail and the majority shall show respect for the opinion of the minority;
- y. have the right to dissent from, protest, or comment upon any action of the Council;
- z. respect each other's opportunity to speak and, if necessary, agree to disagree;
- aa. avoid offensive negative comments and shall practice civility and decorum during discussions and debate;
- bb. assist the Mayor's exercise of the affirmative duty to maintain order;
- cc. speak to the City Manager directly on issues and concerns but not give individual direction;
- dd. treat staff professionally and refrain from publicly criticizing individual employees;
- ee. avoid involvement in personnel issues except during Council closed sessions regarding Council-appointed staff such as the City Manager and City Attorney, including hiring, firing, promoting, disciplining, and other personnel matters;
- ff. discuss directly with the City Manager and/or City Attorney any displeasure with a department or Staff;
- gg. request answers to questions on agenda items from the City Manager, City Attorney, City Clerk, City Treasurer, Department Directors, or Division Managers prior to the meeting whenever possible;
- hh. be deemed to have forfeited his or her title to office upon failing to attend four (4) consecutive Regular City Council Meetings without excuse;
- ii. may present via audio, visual, presentation or other means of communications any agenda item requested to be placed on the agenda by that Council Member; and
- jj. disclose conflicts of interest:
  - (i) The Political Reform Act prohibits any public official from making, participating in making, or in any way attempting to use his/her official position to influence a governmental decision in which the public official knows or has reason to know he/she has a financial interest.
  - (ii) A Public Official who holds an office specified in Government Code Section

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87200, and who has a disqualifying financial interest in a decision, shall identify the conflict of interest or potential conflict of interest, and immediately, prior to the consideration of the matter, do all of the following:

- publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required;
- recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code Section 87100;
- Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters;
- And, the Public Official may speak on the issue during the time the general public speaks on the issue, but not from the dais.

(iii) Public Officials who have a disqualifying conflict of interest shall also comply with the administrative regulations of the Fair Political Practices Commission, as may be amended or adopted, from time to time, for implementing this rule.

kk. direct all contracts to City Manager for signature.

ll. strive to pass balanced budgets in a timely manner.

mm. not submit requests for non-budgeted expenses as those types of agenda items should originate on the City Council agenda from City Staff via the City Manager if it relates to City building maintenance, staffing, personnel, City vehicles, repairs or upgrades.

nn. refrain from interfering in City administrative duties assigned to the City Manager and Department Heads. All requests from City Staff should flow through their supervisors and the City Manager.

oo. not be involved in the day-to-day work of the City Staff and should make sure not to interfere in the maintenance, personnel needs, City structures and Staff requests.

pp. not interfere with the execution by the City Manager of his or her powers or duties. Except for purposes of inquiry, the Council and its members shall deal with the portion of the administrative services for which the City Manager is responsible solely through him or her. Council Members are not allowed to interfere and/or influence the City Manager in making purchases of any materials, supplies or increase in personnel that come from a City Staff Member or department that have not gone through the chain of command and have approval from the City Manager.

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

- qq. set policy, but it is the City Manager who actually implements the policies. This means it is not the role of the Council Member to supervise City employees on the job or become involved in the day-to-day administration of City affairs such as personnel, building repairs, and maintenance and all requests from City Staff shall go through the City Manager.
- rr. not be authorized to interfere with the City Manager's administration of City government. Council Members may not give orders to Staff, Department Heads or other City employees. To do its job, however, Council may request information from City Staff on how the City is operating, however any actions from those conversations that could impact the budget or disrupt from the City Manager's ability to lead should originate from City Staff and follow their chain of command. This does not stop Council from asking questions to City Staff pertaining to a Future Agenda Item they are working on unrelated to duties of the City Manager.
- ss. understand it is the City Manager who has the power, and it shall be his or her duty, to appoint, discipline and remove all employees of the City under his or her jurisdiction, subject to civil service requirements.
- tt. receive individual emails from the City Clerk monthly outlining each individual Council Member's travel and training budget balance.

### **Decorum of City Staff**

1. City Staff shall:
  - a. prepare well-written staff reports and provide accompanying documents on all agenda items in accordance with the agenda format and preparation schedule;
  - b. be available for questions from Council Members in accordance with the Brown Act prior to and during meetings;
  - c. respond to questions from the public during meetings only when requested to do so by Council Members or the City Manager;
  - d. refrain from arguing with the Public or Council Members;
  - e. switch any electronic equipment such as pagers and cellular telephones to silent, airplane mode or off during Council Meetings;
  - f. remain objective on issues and should not be advocates for issues unless so directed by the City Manager; and
  - g. disclose conflicts of interest:
    - (i) The Political Reform Act prohibits any Staff Member from making, participating in making, or in any way attempting to use his/her official position to influence a governmental decision in which the public official knows or has reason to know he/she has a financial interest.

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

(ii) A Staff Member who holds an office specified in Government Code Section 87200, and who has a disqualifying financial interest in a decision, shall identify the conflict of interest or potential conflict of interest, and immediately, prior to the consideration of the matter, do all of the following:

- publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required;
- recuse himself/herself from discussing the matter, or otherwise acting in violation of Government Code Section 87100;
- Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters;
- And, the Staff Member may speak on the issue during the time the general public speaks on the issue, but not from the dais.

(iii) Staff Members who have a disqualifying conflict of interest shall also comply with the administrative regulations of the Fair Political Practices Commission, as may be amended or adopted, from time to time, for implementing this rule.

### **Decorum of the Public**

1. Any Member of the Public who is a Lobbyist shall identify themselves and the client(s), business, or organization they represent before speaking to the Council.
2. Members of the Public attending Council meetings shall observe the same rules and decorum applicable to the Council Members and staff as noted above.
3. Members of the Public attending Council meetings shall not bring food items into the Council Chambers. Water is okay so long as the container it is in has a closed top.
4. No person shall engage in conduct that is intended to or is likely to provoke violent or riotous behavior, nor shall any person engage in conduct that disturbs the orderly conduct of the Council meeting. Examples of disorderly conduct include, but are not limited to, feet-stamping, whistling, yelling or shouting, organized silent demonstrations, physically threatening conduct, name calling, cursing, and similar demonstrations.
5. The Mayor shall request that a person who is breaching the rules of decorum cease the conduct. If the person does not cease the conduct immediately, the Mayor may declare that person to be in disorder as a result of their conduct and order the

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person to leave the Council Meeting. The Coalinga Police Department shall assist the Mayor in enforcing the rules of decorum, including removing disorderly persons upon order of the Mayor.

6. Any person who willfully engages in conduct which is designed to or is likely to provoke others to engage in violent or riotous behavior, disturbs the peace of the meeting by loud and unreasonable noise, engages in other disruptive conduct which substantially interferes with the orderly conduct of business before the Council, and who fails, upon request of the Mayor, or representative acting in the capacity of the Mayor, to cease such activity, shall be barred from further attendance at such meeting unless permission to remain and/or address the Council is granted by a majority vote of the Council. A person violating this subsection may be charged with a misdemeanor.

### **Addressing the Council**

1. Purpose of Citizen Comments. During City Council meetings, the City provides opportunities for the public to address the Council as a whole in order to listen to the public's opinions regarding matters within the jurisdiction of the City.
  - a. Citizen Comments should not be addressed to individual Council Members not to City Officials, but rather to the Council as a whole regarding City business.
  - b. While Members of the Public may speak their opinions on City business, personal attacks on Council Members and City Officials, use of swear words, and signs or displays of disrespect for individuals are discouraged as they impede good communication with the Council.
  - c. Consistent with the Brown Act, the public comment periods on the agenda are not intended to be "Question and Answer" periods or conversations with the Council and City Officials.
  - d. Members of the Public with questions concerning Consent Calendar items may contact the Staff person who provided the report prior to the meeting.
2. Citizens interested in making comments related to a specific agenda item shall complete a Public Comment Card and provide it to the City Clerk prior to the vote on the item they wish to speak on.
3. Speaker time limits. In the interest of facilitating the Council's conduct of City Business, the following time limits apply to Members of the Public (speakers) who wish to address the Council during the meeting.
  - a. Matters within the jurisdiction of the City. Three (3) minutes per speaker.
  - b. Time limits per meeting.
    - (i) Each speaker shall limit his/her remarks to the specified time allotment.
    - (ii) The City Clerk shall consistently utilize the timing system.

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- (iii) In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group, but with no increase in time.
- (iv) Speakers shall not concede any part of their allotted time to another speaker.
- (v) The Mayor, with consensus of Council, may further limit, or expand, the time allotted for public comments per speaker or in total for the orderly conduct of the meeting; such limits shall be fairly applied.

### **Electronic Devices**

1. Members of the Public shall turn their electronic devices that are capable of emitting sound – including cellular telephones, personal data devices, pagers, digital tablets, laptop computers, etc. – to the off or silent mode during Council Meetings.
2. Cameras. Cameras and recording equipment may be used during Council Meetings only if:
  - a. the devices are silent during use; and
  - b. the devices are used in a manner and at locations that do not impede walkways or others views of the meeting or disrupt the conduct of the meeting.

### **Location of Speaker**

1. Members of the Public shall not approach the dais without the express consent of the Mayor.
2. Members of the Public wishing to address the Council must approach the podium when recognized by the Mayor and speak only from the podium.
3. Members of the Public should, but are not required, to state their name and address before beginning comments.

## **MEETING TYPES AND SCHEDULES**

### **Regular Meetings**

1. The Council shall meet the first and third Thursday of each month generally beginning at 6:00 p.m. in the City Hall Council Chambers, 155 W. Durian Ave, Coalinga, California, except as otherwise provided in the annually adopted meeting schedule or as otherwise revised by the Council.
2. Whenever possible, Special Workshops shall take place in the Council Chambers.
3. All City Council Meetings, Regular or Special, other than Emergency Meetings,

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including workshops, shall not be scheduled before 5:00 p.m.

### **Adjourned Meetings**

As permitted by law, the Council may adjourn any Regular, Adjourned Regular, Special, or Adjourned Special Meeting to a time and place specified in the motion of adjournment.

Any Regular, Adjourned Regular, Special, or Adjourned Special Meeting of the Council may be adjourned to a time and place specified in the order of the adjournment. Less than a quorum may so adjourn from time to time. If all the members of the Council are absent from a Regular or Adjourned Regular Meeting, the City Clerk or Deputy City Clerk may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally or by mail to each member of the Council, the City Attorney, and to each local newspaper of general circulation and radio or television station requesting notice in writing. Such notice shall be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as set forth in the notice. A copy of the order or notice of an adjournment shall be conspicuously posted on or near the door of the place where the Regular, Adjourned Regular, Special, Adjourned Special Meeting was held within twenty-four (24) hours after the time of the adjournment. When a Regular or Adjourned Regular Meeting is adjourned as provided in this section, the resulting Adjourned Regular Meeting shall be a Regular Meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the Adjourned Meeting is held, it shall be held at the hour specified for Regular Meetings by ordinance, resolution, law, or other rules.

### **Special Meetings**

A Special Meeting of the City Council may be called at any time by the Mayor, Mayor Pro-Tem, or by a majority of the members of the Council by delivering personally or by mail a written notice to each member of the Council, the City Attorney, and to each local newspaper of general circulation and radio or television station requesting notice in writing. Such notice shall be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as set forth in the notice. The call and notice shall set forth the time and place of the Special Meeting and the business to be transacted. No other business shall be considered at such meeting. Such written notice may be dispensed with as to any member who, at or prior to the time the meeting convenes, files with the City Clerk or Deputy City Clerk, a written waiver of the notice. Such waiver may be given by telephone or by telegram. Such written notice may also be dispensed with as to any member who is actually present at the meeting as the time it convenes.

### **Emergency Meetings**

1. In the case of an emergency situation involving matters upon which prompt

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action is necessary due to the disruption or threatened disruption of public facilities, the legislative body may hold an Emergency Meeting without complying with either the 72-hour or 24-hour notice and posting requirements for Regular and Special Meetings, but shall otherwise comply with the Brown Act procedures generally stated below.

2. Each local newspaper of general circulation and radio or television station that has requested notice of Special Meetings pursuant to the Brown Act, shall be notified by the Mayor of the legislative body, or designee thereof, at least one hour prior to the Emergency Meeting, or in the case of a dire emergency, at or near the time that the Mayor or designee notifies the Council of the Emergency Meeting.
3. This notice shall be given by telephone call to the numbers provided in the most recent request for notification.
4. In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the Emergency Meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.
5. During an Emergency Meeting, the legislative body may meet in closed session pursuant to the Brown Act if agreed to by a two-thirds vote of the members present, being not less than four votes of the Council.
6. All Special Meeting requirements in the Brown Act shall be applicable to an Emergency Meeting, with the exception of the 24-hour notice and posting requirement.
7. The minutes of an Emergency Meeting; a list of persons who the Mayor or designee of the Council, notified or attempted to notify; a copy of the roll call vote; and any actions taken at the meeting, shall be posted for a minimum of ten (10) days in a public place as soon after the meeting as possible.

### **Closed Sessions**

1. Closed Sessions generally shall be conducted on the first and third Thursday of every month or during Special Meetings held immediately prior to Regular Meetings.
2. In accordance with the Brown Act, the public may speak regarding any Closed Session item prior to the Closed Session during the Citizen Comments portion of the agenda.
3. All Closed Session information, verbal or written, is privileged and confidential and shall not be shared with any person not at the Closed Session. Any Council Member sharing information in violation of this rule may be subject to censure by

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the Council consistent with the Council's confidentiality policy then in effect.

4. The City Attorney shall report out in open session any reportable actions that were taken by Council and the vote on such actions in accordance with the Brown Act.

### **Public Hearings**

1. The City Clerk shall set Public Hearing dates on all matters that require a notice and Public Hearing before the Council, such as matters received from the planning division and appeals to the Council.
2. Public Hearings will not be withdrawn or continued without the full knowledge and concurrence of the Council Members within whose districts/jurisdiction the issue resides.
3. The Council may refuse to grant a continuance of any Public Hearing unless there is a valid legal reason why the Public Hearing must be continued.
4. Continuances.
  - a. Any person (applicant, appellant, or designated representative) scheduled for a Public Hearing before the Council:
    - (i) may obtain one continuance for a period not to exceed the second Regular Meeting after the original scheduled Public Hearing date, as a matter of right, without personally appearing before the Council on the scheduled hearing date, provided a written request for the continuance must be delivered to the City Clerk by noon on the day prior to the scheduled Public Hearing. Any person, who has once obtained a continuance by any procedure, may not obtain a subsequent continuance by notifying the City Clerk as provided in this Rule 6.F.a(i).
    - (ii) who wants to obtain a continuance of the Public Hearing beyond the second Regular Meeting after the original scheduled Public Hearing date, or has not notified the City Clerk as provided in Rule 6.F.4.a(i), may obtain a continuance only by appearing before the Council at the time the original Public Hearing is scheduled and requesting a continuance. This continuance is not a matter of right and will not be granted unless the Council is satisfied that good cause exists for the continuance and that a substantial number of people will not be inconvenienced by such continuance.
    - (iii) who has once obtained a continuance of a Public Hearing either by notice to the City Clerk per Rule 6.F.4.a(i) or by personal appearance per Rule 6.F.4.a(ii), may obtain a further continuance only by appearing before the Council at the scheduled Public Hearing and satisfying the Council that extraordinary circumstances exist that

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would justify this second continuance.

- (iv) who has twice obtained a continuance of a Public Hearing, may obtain an additional continuance only by appearing before the Council at the scheduled hearing and satisfying the Council that a miscarriage of justice would result from the refusal of the Council to grant a continuance.
- b. City Staff may request and upon Council's approval obtain a continuance based on the need of the originating department or on behalf of a Council Member. Department staff may request, via the City Clerk, as many continuances as needed to complete and ready the project or appeal for the Public Hearing process; however, Staff may not serve as a requestor on behalf of an applicant or appellant.
- c. Any organized group of residents or neighborhood associations, not recognized as an applicant or appellant, may contact their Council Member and request a continuance as needed to complete and ready the project or appeal for the hearing process. The Council Member, in his or her sole discretion, may request the Council approve the continuance for good cause.
- d. At the meeting when the Public Hearing is scheduled, but before the hearing starts, any Council Member may request the Council approve a continuance.
- e. Disputes regarding the length of a continuance will be decided by the Council at the scheduled hearing if City Staff or the City Clerk cannot obtain mutual agreement between the parties beforehand.

## **MEETING AGENDAS**

### **Requirements for Agenda Item Submission**

1. The City Manager and City Clerk shall develop the agenda for Council Meetings in consultation with the Mayor and Mayor Pro-Tem.
2. Council Members may submit items for inclusion on a future agenda by submitting the request via email within ten (10) days of the next finalized agenda via email or written notice.
3. Council Members may submit staff reports or descriptions of oral reports to the City Clerk and or the City Manager for placement on the agenda.
4. Department directors, subject to the discretion of the City Manager, may submit staff reports or descriptions of oral reports to the City Clerk for placement on the agenda.
5. Outside agencies may submit agenda items in accordance with the following:

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- a. Items from outside agencies must be sponsored for agenda placement by Council Members or department Staff; and
  - b. All agenda items must be submitted in accordance with the agenda packet submission and preparation requirements.
6. All Items placed on a City Council agenda, including all exhibits and attachments, shall be reviewed and approved by the City Attorney prior to finalizing the agenda.

### **Declaration of Policy**

1. No ordinance, resolution, motion, or item of business shall be introduced or acted upon at a meeting of a legislative body of the City without it appearing on a duly noticed and posted agenda in accordance with the Brown Act. Exceptions to this rule are limited to those provided by state law.
2. No ordinance, resolution, motion, or item of business will be considered that:
  - a. does not affect the conduct of the business of the City of Coalinga or its powers or duties as a municipal corporation, or
  - b. supports or disapproves of any legislation or action
    - (i) of the State of California;
    - (ii) of the Congress of the United States; or
    - (iii) before any officer or agency of the state or nation,unless the proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers or duties of the City of Coalinga or its officers or employees.
  - c. Rule 7.B.2 may be invoked only before Public Comment or Council deliberation on the matter and by three affirmative votes on the question: "Shall the Council consider this matter?"

### **Procedures for Submission of Reports**

1. A written staff report should be prepared and submitted for agenda review in accordance with the agenda review procedure.
2. Staff reports shall include a section reflecting review by the City Attorney as appropriate.
3. "Continued" items do not require a new staff report if there are no changes other than the agenda date. If there is any other change, a new staff report meeting all applicable requirements must be submitted.
4. Staff reports shall contain the name of the staff member or department head putting the item on the agenda.
5. Staff reports shall include any fiscal information as it relates to the City budget or

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spending or saving money.

### **Written Communications from the City and the Public**

1. The City Clerk, City Manager, and or City Attorney shall manage communications to Council Members regarding meeting topics to ensure compliance with the Brown Act.
  - a. Except for records exempt from disclosure under the California Public Records Act and otherwise by law, agendas or any other writings distributed to all or a majority of the Council Members for discussion or consideration at a Public Meeting are disclosable to the public, and shall be made available upon request without delay.
  - b. Materials distributed to the Council Members during the meeting shall be available for viewing by the public during the meeting if the materials were prepared by the City or a Council Member, or at the conclusion of the meeting if prepared by another person.
2. Interested parties or their authorized representatives may address the Council by written communications regarding anything within the jurisdiction of the City. 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..
  - a. Written communications received by the City Clerk prior to posting of the agenda will be included in the agenda packet material. Written communications received by the City Clerk after that deadline will be delivered to the Council Members at the Council Meeting if related to an item on the meeting agenda.
  - b. Documents (10 copies recommended) that members of the public submit to the City Council at the meeting shall be given directly to the City Clerk for distribution and shall not be given directly to the Council. The documents will be made available to the public.

### **Preparation of the Agenda Packet**

1. No later than 6:00 p.m. on the Monday prior to each regularly scheduled meeting, the City Clerk shall finalize the agenda packet.
2. Agenda Packet Contents.
  - a. The agenda packet shall include the agenda, the staff reports, draft resolutions and ordinances, contract, and other attachments. Items noted as "To Be Delivered" on the agenda will be delivered prior to the start of the Council Meeting and published to the City's website no later than the following day. No item shall be required to be considered by the Council if the applicable written material is not delivered to the Council before the agenda item is discussed and

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made available to the public at the same time.

- b. Corrections or supplements to a staff report or other written materials already included in the agenda packet may be delivered separately.
- c. All agreements on the agenda shall be available for review by the Council and the Public prior to the meeting, or at the meeting location during the meeting, unless determined otherwise by the City Attorney.

### **Distribution of the Packet**

1. The City Clerk shall distribute the agenda packet to the Council Members and persons requesting copies of the agenda packet no later than Monday at 6:00 p.m. prior to the regularly scheduled meeting.
2. Paper or electronic copies of the agenda packet shall be available for the news media and other such organizations, agencies, institutions, or persons who so subscribe.

### **Posting of Agenda**

1. The City Clerk shall post the agenda of each Regular or Adjourned Regular Meetings of the legislative body at least 72 hours in advance of the meeting in a location that is freely accessible to members of the public as required by the Brown Act.
2. The City Clerk shall maintain an affidavit indicating the location, date, and time of posting each agenda.
3. Agendas will generally be published to the City's website by the end of business on the Monday before Regular Meetings.
4. Staff reports including attachments, exhibits, and agreements will generally be published to the City's website by end of business on the Monday before Regular Meetings.
5. If technical difficulties occur, the agenda and reports will be published on the City's website as soon as those difficulties are resolved.

### **Failure to Meet Agenda Deadlines**

1. The City Clerk shall not, without the consent of the City Manager or City Attorney, accept any agenda item or revised agenda item after the deadlines established and noted in these Rules.

### **Exceptions to the Agenda Requirement**

1. Matters not included on the published agenda may be discussed and acted upon by the legislative body only in the following situations:
  - a. at a meeting during which a majority of the Council Members determine in open

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- session that the matter in question constitutes an “emergency”; or
- b. Upon a determination by two-thirds of the Council Members, or if less than two-thirds are present by unanimous vote of the Council Members present, that:
    - (i) there is a need to take immediate action; and
    - (ii) the need for action came to the attention of the City after the agenda had been posted; or
  - c. the item was posted for a prior meeting occurring not more than five (5) calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

### **Types of Agenda Items**

1. Closed Sessions – confidential discussions with the legislative body as permitted by the Brown Act.
2. Ceremonial Matters – the presentation and receipt of ceremonial resolutions and celebrations not requiring formal legislative body action.
3. Administrative Matters – consent items making clerical corrections to previous legislative documents and to ensure accurate legislative history.
4. Consent Calendar – considered one item, consisting of informational items, matters routine in nature or only requiring a yes or no response without formal discussion and not likely to be subject to debate or inquiry by the Council Members or the public; typically adopted in one motion.
5. Public Hearings – duly noticed hearings as mandated by local, state, or federal law, providing an opportunity for public review and comment of a proposed action by the Council.
6. New Business – non-routine items requiring an oral presentation and discussion before action is taken.
7. Information Items – items when staff is required by federal or state law or city code to inform Council of an issue when authority has been delegated to a person, position, board, or commission.
8. Public Comment – oral communications from the public regarding matters within the subject matter jurisdiction of the City.
9. City Council Reports and Requests:
  - a. Brief oral or written reports summarizing meeting or conference attendance at City expense, as required by AB 12349;
  - b. Requests that City Manager or Staff report on various issues;
  - c. Requests to place items on a future Council Meeting agenda must be approved (consensus by Council must be received);

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- d. Reports on district and citywide activities or news.

### **Ordinances and Non-Binding Resolutions**

1. Ordinances on the agenda may be passed for publication or adopted in accordance with established procedures.
2. Ordinance changes during the review and adoption process.
  - a. The text of an ordinance receiving the necessary votes to bring the matter to Council shall be the text that is included in the published agenda as pass-for-publication.
  - b. The text of an ordinance passed for publication shall be the text that is included in the published agenda for the meeting at which the adoption of the ordinance is discussed.
  - c. Notwithstanding subsections a, b, and c, typographical and clerical errors may be corrected at any time during the ordinance review and adoption process.
  - d. If a Staff Member intends to make a substantive (i.e., anything not typographical or clerical) change to an ordinance after it is included in a published agenda, at or before the time the ordinance adoption item is called on the agenda the Staff Member shall distribute sufficient written copies of the proposed change so that all other members, the Council Members, relevant City Staff, and the public audience have copies.
  - e. Consideration of a proposed substantive change from the ordinance text that was included in the published agenda shall be continued until the next Regular Council Meeting unless another meeting date is approved by Council.
  - f. If the Council's motion to adopt an ordinance includes a change to the ordinance text from that published in the agenda, prior to the vote the City Attorney or City Clerk shall repeat verbatim the proposed change or otherwise indicate the change is reflected in the circulated written copy of the change.

## **CONDUCT OF MEETING**

### **Call to Order – Mayor**

1. The Mayor, or in the Mayor's absence the Mayor Pro-Tem, shall take the chair at the hour appointed for the meeting and shall immediately call the meeting of the Council to order.
2. In the absence of the Mayor and Mayor Pro-Tem, the City Clerk shall call the meeting to order and a Mayor *Pro-Tempore* shall be appointed from the members present.
3. Upon the arrival of the Mayor, the Mayor Pro-Tem or Mayor Pro-Tempore shall immediately relinquish the chair at the conclusion of the business then before the

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

Council.

4. Call to Order includes Pledge of Allegiance, Changes to the Agenda, and Council's Approval of Agenda.

### **Roll Call / Attendance**

1. A majority of the members of the Council then in office and present within the City limits of Coalinga shall constitute a quorum.
2. Before the Council proceeds with the business before it, the City Clerk shall call the roll and note the Council Members present for the minutes. The late arrival of Council Members shall be entered into the minutes.
3. A Council Member shall be considered present at a meeting if the member either is physically in the Council Chambers or is participating in the meeting through teleconference in accordance with the Brown Act. Meeting attendance of Council Members through teleconference will be permitted on a case-by-case basis, determined by the majority of Council.
4. Council Members attending a council meeting through a teleconference are counted when determining a quorum.
5. Council Members must be physically present at the Council Chamber dais or teleconference location to vote. Proxy or absentee voting is not permitted.

### **Order of Discussion**

The order of business is typically carried out as listed on the agenda or as set out below; however, the Mayor, Mayor Pro-Tem and or City Manager may request the items, unless Council Members object.

Council Members may request items be reordered by motion.

1. Awards, Presentations, Appointments and Proclamations.
  - a. Ceremonial presentations, proclamations, or recognition shall be presented by Department Heads, City Manager, or the requesting Council Member.
2. Citizen Comments will be held at the beginning of the meeting.
3. Public Hearings.
  - a. The order of Public Hearings will generally be as follows:
    - (i) Open Public Hearing
    - (ii) Staff comments, information, and reports, followed by Council Member questions.
    - (iii) Proponent, if applicable, speaks, followed by Council Member questions.
    - (iv) Opponent, if applicable, speaks, followed by Council Member questions.

## CITY OF COALINGA-COUNCIL RULES OF PROCEDURE

- (v) If the Public Hearing is on an appeal that does not require Council *de novo* review, then the appellant (opponent) speaks before the applicant (proponent) in accordance with the allotted time.
    - (vi) Public Comments.
    - (vii) If the Public Hearing is a *de novo* review appeal, the applicant speaks in rebuttal, but if not a *de novo* review appeal, the appellant speaks in rebuttal.
    - (viii) Closure of Public Comment.
    - (ix) Further Council Member discussion.
    - (x) Motion to close Public Hearing and take action. See Rule 6.F regarding continuances.
  - b. The Mayor may direct speakers to avoid repetition in order to permit maximum information to be provided the Council within the time allotted to the hearing.
4. Consent Calendar
- a. Consent Calendar items removed for discussion.
    - (i) Council Members or the City Manager may request that an item be removed from the Consent Calendar for separate consideration.
    - (ii) Members of the Public wishing to have an item removed from the Consent Calendar for separate consideration may make a request to a Council Member or the City Manager prior to the beginning of council meeting.
  - b. All matters remaining on the Consent Calendar shall be approved by a single action, such single action to have the legal effect of individual action on each matter.
  - c. If Consent Calendar items are removed, they shall be discussed immediately, public comment shall be heard from members of the public who completed comment cards and then items shall be voted on individually after adoption of the balance of the Consent Calendar.
5. Ordinance, Presentation, Discussion and Potential Action
- a. The order of discussion after introduction of an item by the Mayor will generally be as follows:
    - (i) Staff comments, information, and reports, followed by questions from the Council Members.
    - (ii) Council Member discussion, comments from members of the public who completed comment cards, Council motion, and Council action.
  - b. Once the item is placed before the Council for discussion, motion, or action, no member of Staff or the Public shall be allowed to address the Council without the consent of the Mayor or Council Members.

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

### **6. Announcements**

- a. City Manager's Announcements
- b. Councilmember's Announcements/Reports
- c. Mayor's Announcements

### **7. Future Agenda Items**

### **8. Closed Session**

- a. Closed or Executive Session 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.

### **9. Closed Session Report**

### **10. Adjournment**

## **Oral Communications from the Audience**

- 1. As required by the Brown Act, a portion of each Council Meeting agenda will provide an opportunity for members of the Public to address the Council on any item within the jurisdiction of the City, including Closed Session, Consent Calendar and Discussion items.
- 2. In response to Citizen Comments, Council Members may individually:
  - a. ask questions for clarification;
  - b. request that Staff follow up with the Community Member; and
  - c. request Staff, with consensus of Council, to place a matter of business on a future agenda as needed.

## **Quorum Call**

- 1. During the course of the meeting, should the presiding officer note a quorum is lacking, the Mayor shall call this fact to the attention of the City Clerk.
- 2. The Mayor then shall issue a quorum call. If a quorum has not been restored within two minutes of a quorum call, the Mayor may declare a recess for a reasonable period of time in order to reestablish a quorum.
- 3. If no quorum is reestablished within a reasonable time, the Mayor shall adjourn the meeting.

## **Obtaining the Floor**

- 1. Any Council Member wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor shall recognize any Council Member

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

who seeks the floor when appropriately entitled to do so.

2. With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member and that Council Member may respond while the floor is still held by the member asking the question. A Council Member may opt not to answer a question while another member has the floor.

### **Motions to Reconsider an Item**

1. A motion to reconsider any action taken by Council may be made only on the day such action was taken. It may be made either immediately during the same session, or at a recessed or adjourned session thereof. Such motion must be made by one of the prevailing side, but may be seconded by a member, and may be made at any time and have precedence construed to prevent any member of the Council from making or remaking the same or any other motion at a subsequent meeting of the Council so long as the ability to make such motion meets the requirements of applicable law.

### **Tabled Items**

1. If an item is tabled to a future City Council Meeting date, prior to placing the tabled item on the agenda, the City Clerk and/or City Manager will confirm with the originator of the item that the item should be placed back on the agenda.

### **Motions**

1. *Robert's Rules of Order, a manual of parliamentary procedure* shall be used for the management of motions.

### **Swearing in of New City Council Members**

1. Newly elected City Council Members shall be sworn in during a Special City Council Meeting beginning at 5:00pm on the first Thursday of January following an election, when possible.

### **Selecting a Mayor and Mayor Pro Tem**

1. The Mayor and Mayor Pro-Tem positions are selected by a majority of the Council at any new Council term, or at any time a reorganization is called for and approved by a majority of the Council. Members eligible for those positions must have served on the Council at least one year in any term on the Council. Members without one year of Council experience are ineligible.

### **Council Salary**

1. Councilmembers are paid a salary in accordance with Sec. 2-103. Payment of the City of Coalinga Municipal Code.

## **CITY OF COALINGA-COUNCIL RULES OF PROCEDURE**

### **Review**

1. The Council Rules of Procedure will be reviewed annually by the Coalinga City Council on or about each February.

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

**Subject:** Approve Two Part Time Temporary Maintenance Workers to Fill In for Employees Attending 9 week Class A Drivers Training Class at West Hills College  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Sean Brewer, Assistant City Manager

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**I. RECOMMENDATION:**

The Assistant City Manager is requesting approval for two part time temporary maintenance workers for no more than 12 weeks in an effort to backfill positions while employees are out due to training.

**II. BACKGROUND:**

The public works department is in need to additional class A license holders to operate specific equipment within the City's fleet. In an effort to improve skillsets within the department, staff has been working with West Hills College who offers truck driving classes every 2 or 3 weeks and are offered all year long.

These for-fee courses cost \$4,900. The program is offered in Fresno and Lemoore. It is set up as an 8-week program where students attend Monday thru Friday from 8am to 4pm daily. DMV sometimes delays the drive test as they often are overwhelmed with people wanting to test. This in turn usually adds a couple of weeks, so most students average about 10 weeks to complete the program.

**III. DISCUSSION:**

In order to alleviate the already short staff public works is experiencing, the Assistant City Manager is requesting the Council authorize public works to hire two part time maintenance workers to assisting with daily tasks during this 10-12 week duration.

**IV. ALTERNATIVES:**

Do not authorize Public works to hire two part time maintenance workers.

**V. FISCAL IMPACT:**

The cost for the 2 part time (19 hours per week) maintenance workers for a maximum of 12 weeks is expected to cost the City \$10,752.00. These funds will be allocated accordingly:

Water Distribution: 40%  
Sewer Collection: 10%  
Gas Enterprise: 40%  
Gax Tax: 10%

Although this is an unbudgeted expense, staff feels that it is an unanticipated need to ensure that the City has the

proper licensing to operate its equipment in the event there is a change in its staffing. The water, sewer and gas enterprise is currently healthy and can undertake these unanticipated expenses.

**ATTACHMENTS:**

File Name

Description

No Attachments Available

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

**Subject:** Authorize Procurement, Integration and Migration to OneMeeting Software from Novus Agenda  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Larry Miller, Public Works and Utilities Coordinator

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## **I. RECOMMENDATION:**

Authorize the procurement, integration, and migration to OneMeeting software from Novus Agenda.

## **II. BACKGROUND:**

Novus Agenda is software that currently allows staff to digitally create and manage agendas for various entities such as the Planning Commission and City Council. This software is provided by Granicus, and staff has reached out to address the end-of-support and end-of-life deadlines for Novus Agenda.

## **III. DISCUSSION:**

Staff were recently notified that Novus Agenda would be reaching its end-of-support in the Fall of 2024 and end-of-life in Fall 2025. End-of-support is when a technology company stops actively developing or providing support for software. End-of-Life is when a program will no longer be supported by the developer and there will be no further updates. These have varying degrees of implications, none of which are desirable.

In subsequent meetings with Granicus, we were shown other more modern offerings. These discussions led staff to a demonstration of OneMeeting. This offering provides a robust workflow and improved staff report generation/management solutions. At a base level this provides a similar level of service as our current software, and Granicus was able to price match (or nearly so) our current contract amount.

Additional modules were demonstrated to staff as well. Of the elements shown, three were of interest.

- Meeting Management
- Member Voting
- Community Engagement

Granicus offers video streaming services as well. This would allow for integration of the agenda into the video. Essentially, the agenda would be streamed side by side with the video source provided and each item would be indexed. This would allow viewers to browse directly to the item of interest. Inclusion of this element does not necessitate that we stop streaming via YouTube as you can stream both simultaneously. However, there may be additional costs associated with hard lining the ethernet connection at the audio booth, as the current wireless connection does not provide adequate upstream bandwidth. Staff was unsure if this item would be of interest to council, and as such is not included in the “full implementation” cost estimate. An alternative that includes this service has been provided in this report.

**Meeting Management** allows the City Clerk or their designee to manage live and post processes within meetings including member voting (if purchased) and community engagement elements (if purchased).

**Member Voting** allows the City Clerk to manage the voting process within the application itself.

**Community Engagement** allows for public citizens to request to speak on items on the agenda through an online interface. The Clerk will be able to track these requests and time them appropriately.

There are one-time fees associated with the configuration and training required to utilize the program effectively. Additionally, there is a 6–8-month implementation time frame.

#### IV. ALTERNATIVES:

- Do not authorize the purchase and implementation of OneMeeting and advise staff to look for other solutions.
- Authorize the purchase of and implementation of only the base level software.
- Authorize the purchase of video streaming software and encoding hardware.

#### V. FISCAL IMPACT:

Our current contract for the use of Novus Agenda software is an annual amount of \$4,368.00. This amount is spread across nearly every department. Details for this have been attached as ***Agenda Software Budget Documentation.pdf***.

While an a la carte approach can be utilized, the recommended implementation would total \$13,641.79 annually and would also have an associated \$1,820.00 one-time fee for implementation and training. These details have also been attached as ***Agenda Software Budget Documentation.pdf***.

This cost increase of \$11,094 during the current fiscal year is unbudgeted. Approximately \$1,110 impacts the General Fund.

Addition of the video streaming services was quoted at an additional \$5,929.80 in annual fees and an additional \$7,900.00 in one-time fees. These details have also been included as an attachment to this report as ***Agenda Software Budget Documentation.pdf***

Assuming only the “full implementation” is desired this cost increase of \$11,094 during the current fiscal year is unbudgeted. Approximately \$1,546 impacts the General Fund.

Assuming that video streaming is also desired this cost increase of \$15,203.59 annually and a one-time fee of \$9720.00. Approximately \$2,929 impacts the General Fund. During our conversations with Granicus, the sales representative made us aware that the cost for streaming services may be negotiated to some extent.

#### ATTACHMENTS:

| File Name                   | Description             |
|-----------------------------|-------------------------|
| One_Meeting_Price_Quote.pdf | One Meeting Price Quote |



## Granicus Proposal for Coalinga, CA

### ORDER DETAILS

**Prepared By:** Emery Henschel  
**Phone:** 720-575-6139  
**Email:** emery.henschel@granicus.com  
**Order #:** Q-305023  
**Prepared On:** 06 Oct 2023  
**Expires On:** 26 Nov 2023

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Billing Term**  
**End Date:** 01 May 2024  
**Period of Performance:** The Agreement will begin on date of signature and will continue through the end of the then current billing term.

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Terminating Subscriptions |               |                   |
|---------------------------|---------------|-------------------|
| Solution                  | Quantity/Unit | Prior Annual Fee  |
| NovusAGENDA               | 0 Each        | \$4,368.00        |
| <b>SUBTOTAL:</b>          |               | <b>\$4,368.00</b> |

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

| One-Time Fees                                             |                   |               |                   |
|-----------------------------------------------------------|-------------------|---------------|-------------------|
| Solution                                                  | Billing Frequency | Quantity/Unit | One-Time Fee      |
| OneMeeting Agenda Automation - Configuration and Training | Upon Delivery     | 1 Each        | \$1,040.00        |
| OneMeeting Meeting Manager - Configuration and Training   | Upon Delivery     | 1 Each        | \$780.00          |
| <b>SUBTOTAL:</b>                                          |                   |               | <b>\$1,820.00</b> |

| New Subscription Fees         |                   |               |                    |
|-------------------------------|-------------------|---------------|--------------------|
| Solution                      | Billing Frequency | Quantity/Unit | Annual Fee         |
| Agenda Automation - Tier 1    | Annual            | 1 Each        | \$4,368.25         |
| Meeting Management - Tier 1   | Annual            | 1 Each        | \$4,487.28         |
| Member Voting - Tier 1        | Annual            | 1 Each        | \$2,393.13         |
| Community Engagement - Tier 1 | Annual            | 1 Each        | \$2,393.13         |
| <b>SUBTOTAL:</b>              |                   |               | <b>\$13,641.79</b> |

*Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.*

## PRODUCT DESCRIPTIONS

| Solution                                                  | Description                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agenda Automation - Tier 1                                | Agenda Automation - Tier 1 Includes: 2 workflows, 1 post workflow, 2 forms and up to 4 meeting types                                                                                                                                                                                                                                                         |
| Meeting Management - Tier 1                               | Meeting Management - Tier 1 Includes: 2 workflows, 1 post workflow                                                                                                                                                                                                                                                                                           |
| Member Voting - Tier 1                                    | Member Voting - Tier 1 Includes: Setup of voting members                                                                                                                                                                                                                                                                                                     |
| OneMeeting Agenda Automation - Configuration and Training | Agenda Automation - Analysis, Setup and Configuration Services These services focus on the analysis of your agenda item approval process and the designing of the forms and workflows to facilitate the submittal and approval of agenda items.                                                                                                              |
| OneMeeting Meeting Manager - Configuration and Training   | Meeting Manager - Analysis, Setup and Configuration Services These services focus on the analysis of your agenda, minutes and miscellaneous output templates; and your live meeting process. They also include the setup and configuration of the templates, motions and votes, public speaking and comment options (if purchased) and live meeting display. |
| Community Engagement - Tier 1                             | Community Engagement - Tier 1. Includes: Public Comment and Public Speaker Management                                                                                                                                                                                                                                                                        |

## THIRD PARTY DISCLAIMER

**ClearCaster and LiveCast Services:** Client and Granicus agree that a third party will provide services under this Agreement. Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-305023 dated 06 Oct 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Coolinga, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.
- ClearCaster Terms & Conditions attached to this quote are incorporated herein by reference.

**BILLING INFORMATION**

|                         |  |                                            |                                                                 |
|-------------------------|--|--------------------------------------------|-----------------------------------------------------------------|
| <b>Billing Contact:</b> |  | <b>Purchase Order Required?</b>            | <input type="checkbox"/> - No<br><input type="checkbox"/> - Yes |
| <b>Billing Address:</b> |  | <b>PO Number:</b><br><i>If PO required</i> |                                                                 |
| <b>Billing Email:</b>   |  | <b>Billing Phone:</b>                      |                                                                 |

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-305023 dated 06 Oct 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

**AGREEMENT AND ACCEPTANCE**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| Coalinga, CA      |  |
|-------------------|--|
| <b>Signature:</b> |  |
| <b>Name:</b>      |  |
| <b>Title:</b>     |  |
| <b>Date:</b>      |  |

### ClearCaster Terms & Conditions

The ClearCaster products are subject to the following terms:

**Permitted Use.** Granicus hereby grants during each Order Term or as otherwise specified in the Order, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the ClearCaster products to the extent allowed in the relevant Order (collectively the “Permitted Use”). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the ClearCaster products up to the levels limited in the applicable Order.

**Data Sources.** Data uploaded into ClearCaster products must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into the ClearCaster products without Granicus’ written permission and professional services support for list cleansing.

**Passwords.** Passwords are not transferable to any third party. Customer is responsible for keeping all passwords secure and all use of the the ClearCaster products accessed through Customer’s passwords.

**Content.** Customer can only use the ClearCaster products to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.

**Disclaimers.** Any text, data, graphics, or any other material displayed or published on Customer’s website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

**Advertising.** The ClearCaster products shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through the ClearCaster products prior to approving the presence of Advertising within the ClearCaster products.

**Restrictions.** Customer shall not:

- Misuse any Granicus resources or the ClearCaster products or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- Use any process, program, or tool for gaining unauthorized access to the systems, networks, or

accounts of other parties, including but not limited to, other Granicus customers;

- Customer must not use the Granicus products, services or the ClearCaster products in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- Customer must not use the services or ClearCaster products as a door or signpost to another server.
- Access or use any portion of the ClearCaster products, except as expressly allowed by this Order;
- Copy, distribute, sublicense, or otherwise share, software provided on the ClearCaster products;
- Disassemble, decompile, or otherwise reverse engineer all or any portion of the ClearCaster products; or add or remove software on the ClearCaster products without Granicus consent;
- Use the ClearCaster products for any unlawful purposes;
- Export or allow access to the ClearCaster products in violation of U.S. laws or regulations;
- Except as expressly permitted in this Order, subcontract, disclose, rent, or lease the ClearCaster products, or any portion thereof, for third party use; or
- Modify, adapt, or use the ClearCaster products to develop any software application intended for resale which uses the ClearCaster products in whole or in part.

**Customer Feedback.** Customer assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the ClearCaster products. Granicus may use such submissions as it deems appropriate in its sole discretion.

**Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the ClearCaster products, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

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**Warranties and Disclaimers.** The ClearCaster products are provided "AS IS" and as available. EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER GRANICUS NOR ITS SUPPLIERS WARRANT THAT THE CLEARCASTER PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS NOR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

Notwithstanding the foregoing and subject to payment of all applicable fees, Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

**EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS NOR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS NOR ITS SUPPLIER SHALL BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, TECHNOLOGY, OR HARDWARE; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, HARDWARE, CLEARCASTER PRODUCTS, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**LIMITATION OF LIABILITY.** IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES RESULTING EXCLUSIVELY FROM THE CLEARCASTER PRODUCTS (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THE CLEARCASTER PRODUCTS MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

**Novus Agenda - Current Implementation (Annual)**

| Department                                         | GL Account Number | GL Account Name               | Amount            | Percent        |
|----------------------------------------------------|-------------------|-------------------------------|-------------------|----------------|
| General - Elected Officials                        | 101-401-880       | Computer Programming/Consult. | \$43.68           | 1.00%          |
| General -Community Development                     | 101-404-880       | Computer Programming/Consult. | \$43.68           | 1.00%          |
| General - Administrative Services                  | 101-405-880       | Computer Programming/Consult. | \$43.68           | 1.00%          |
| General - Financial Services                       | 101-406-880       | Computer Programming/Consult. | \$43.68           | 1.00%          |
| General -Human Resources                           | 101-408-880       | Computer Programming/Consult. | \$43.68           | 1.00%          |
| General -Police Department                         | 101-413-880       | Computer Programming/Consult. | \$43.68           | 1.00%          |
| General - Fire Department                          | 101-416-880       | Computer Programming/Consult. | \$43.68           | 1.00%          |
| General - Service Center                           | 101-431-880       | Computer Programming/Consult. | \$43.68           | 1.00%          |
| General - Airport Operations                       | 101-435-880       | Computer Programming/Consult. | \$43.68           | 1.00%          |
| General - Municipal Grounds/Maintenance            | 101-440-880       | Computer Programming/Consult. | \$43.68           | 1.00%          |
| Gas Tax Fund                                       | 107-422-880       | Computer Programming/Consult. | \$436.80          | 10.00%         |
| LTF-Article 8 Fund                                 | 110-424-880       | Computer Programming/Consult. | \$436.80          | 10.00%         |
| Measure C - Street Maintenance                     | 125-422-880       | Computer Programming/Consult. | \$436.80          | 10.00%         |
| Measure C - Flexible Fund                          | 127-422-880       | Computer Programming/Consult. | \$436.80          | 10.00%         |
| Water Enterprise - Financial Services              | 501-406-880       | Computer Programming/Consult. | \$145.90          | 3.34%          |
| Water Enterprise - Water Plant Operations          | 501-503-880       | Computer Programming/Consult. | \$145.45          | 3.33%          |
| Water Enterprise - Water Distribution              | 501-508-880       | Computer Programming/Consult. | \$145.45          | 3.33%          |
| Gas Enterprise - Gas Operations                    | 502-510-880       | Computer Programming/Consult. | \$436.80          | 10.00%         |
| Sewer Enterprise - Financial Services              | 503-406-880       | Computer Programming/Consult. | \$145.90          | 3.34%          |
| Sewer Enterprise - Sewer Treatment Plant           | 503-520-880       | Computer Programming/Consult. | \$145.45          | 3.33%          |
| Sewer Enterprise - Sewer Collection                | 503-521-880       | Computer Programming/Consult. | \$145.45          | 3.33%          |
| Sanitation Enterprise - Street Sweeping Operations | 504-535-880       | Computer Programming/Consult. | \$436.80          | 10.00%         |
| RORF                                               | 820-510-880       | Computer Programming/Consult. | \$436.80          | 10.00%         |
| <b>Total</b>                                       |                   |                               | <b>\$4,368.00</b> | <b>100.00%</b> |

**OneMeeting - Line Items**

| Module               | Cost               |
|----------------------|--------------------|
| Agenda Automation    | \$4,368.25         |
| Meeting Management   | \$4,487.28         |
| Member Voting        | \$2,393.13         |
| Community Engagement | \$2,393.13         |
| <b>Total</b>         | <b>\$13,641.79</b> |

**OneMeeting - Full Implementation (Annual Fees)**

| Department                                         | GL Account Number | GL Account Name               | Amount             | Percent        |
|----------------------------------------------------|-------------------|-------------------------------|--------------------|----------------|
| General - Elected Officials                        | 101-401-880       | Computer Programming/Consult. | \$136.42           | 1.00%          |
| General -Community Development                     | 101-404-880       | Computer Programming/Consult. | \$136.42           | 1.00%          |
| General - Administrative Services                  | 101-405-880       | Computer Programming/Consult. | \$136.42           | 1.00%          |
| General - Financial Services                       | 101-406-880       | Computer Programming/Consult. | \$136.42           | 1.00%          |
| General -Human Resources                           | 101-408-880       | Computer Programming/Consult. | \$136.42           | 1.00%          |
| General -Police Department                         | 101-413-880       | Computer Programming/Consult. | \$136.42           | 1.00%          |
| General - Fire Department                          | 101-416-880       | Computer Programming/Consult. | \$136.42           | 1.00%          |
| General - Service Center                           | 101-431-880       | Computer Programming/Consult. | \$136.42           | 1.00%          |
| General - Airport Operations                       | 101-435-880       | Computer Programming/Consult. | \$136.42           | 1.00%          |
| General - Municipal Grounds/Maintenance            | 101-440-880       | Computer Programming/Consult. | \$136.42           | 1.00%          |
| Gas Tax Fund                                       | 107-422-880       | Computer Programming/Consult. | \$1,364.18         | 10.00%         |
| LTF-Article 8 Fund                                 | 110-424-880       | Computer Programming/Consult. | \$1,364.18         | 10.00%         |
| Measure C - Street Maintenance                     | 125-422-880       | Computer Programming/Consult. | \$1,364.18         | 10.00%         |
| Measure C - Flexible Fund                          | 127-422-880       | Computer Programming/Consult. | \$1,364.18         | 10.00%         |
| Water Enterprise - Financial Services              | 501-406-880       | Computer Programming/Consult. | \$455.66           | 3.34%          |
| Water Enterprise - Water Plant Operations          | 501-503-880       | Computer Programming/Consult. | \$454.26           | 3.33%          |
| Water Enterprise - Water Distribution              | 501-508-880       | Computer Programming/Consult. | \$454.26           | 3.33%          |
| Gas Enterprise - Gas Operations                    | 502-510-880       | Computer Programming/Consult. | \$1,364.18         | 10.00%         |
| Sewer Enterprise - Financial Services              | 503-406-880       | Computer Programming/Consult. | \$455.66           | 3.34%          |
| Sewer Enterprise - Sewer Treatment Plant           | 503-520-880       | Computer Programming/Consult. | \$454.26           | 3.33%          |
| Sewer Enterprise - Sewer Collection                | 503-521-880       | Computer Programming/Consult. | \$454.26           | 3.33%          |
| Sanitation Enterprise - Street Sweeping Operations | 504-535-880       | Computer Programming/Consult. | \$1,364.18         | 10.00%         |
| RORF                                               | 820-510-880       | Computer Programming/Consult. | \$1,364.18         | 10.00%         |
| <b>Total</b>                                       |                   |                               | <b>\$13,641.79</b> | <b>100.00%</b> |

**OneMeeting - Full Implementation (One Time Fees)**

| Department                                         | GL Account Number | GL Account Name               | Amount            | Percent        |
|----------------------------------------------------|-------------------|-------------------------------|-------------------|----------------|
| General - Elected Officials                        | 101-401-880       | Computer Programming/Consult. | \$18.20           | 1.00%          |
| General -Community Development                     | 101-404-880       | Computer Programming/Consult. | \$18.20           | 1.00%          |
| General - Administrative Services                  | 101-405-880       | Computer Programming/Consult. | \$18.20           | 1.00%          |
| General - Financial Services                       | 101-406-880       | Computer Programming/Consult. | \$18.20           | 1.00%          |
| General -Human Resources                           | 101-408-880       | Computer Programming/Consult. | \$18.20           | 1.00%          |
| General -Police Department                         | 101-413-880       | Computer Programming/Consult. | \$18.20           | 1.00%          |
| General - Fire Department                          | 101-416-880       | Computer Programming/Consult. | \$18.20           | 1.00%          |
| General - Service Center                           | 101-431-880       | Computer Programming/Consult. | \$18.20           | 1.00%          |
| General - Airport Operations                       | 101-435-880       | Computer Programming/Consult. | \$18.20           | 1.00%          |
| General - Municipal Grounds/Maintenance            | 101-440-880       | Computer Programming/Consult. | \$18.20           | 1.00%          |
| Gas Tax Fund                                       | 107-422-880       | Computer Programming/Consult. | \$182.00          | 10.00%         |
| LTF-Article 8 Fund                                 | 110-424-880       | Computer Programming/Consult. | \$182.00          | 10.00%         |
| Measure C - Street Maintenance                     | 125-422-880       | Computer Programming/Consult. | \$182.00          | 10.00%         |
| Measure C - Flexible Fund                          | 127-422-880       | Computer Programming/Consult. | \$182.00          | 10.00%         |
| Water Enterprise - Financial Services              | 501-406-880       | Computer Programming/Consult. | \$60.79           | 3.34%          |
| Water Enterprise - Water Plant Operations          | 501-503-880       | Computer Programming/Consult. | \$60.60           | 3.33%          |
| Water Enterprise - Water Distribution              | 501-508-880       | Computer Programming/Consult. | \$60.60           | 3.33%          |
| Gas Enterprise - Gas Operations                    | 502-510-880       | Computer Programming/Consult. | \$182.00          | 10.00%         |
| Sewer Enterprise - Financial Services              | 503-406-880       | Computer Programming/Consult. | \$60.79           | 3.34%          |
| Sewer Enterprise - Sewer Treatment Plant           | 503-520-880       | Computer Programming/Consult. | \$60.60           | 3.33%          |
| Sewer Enterprise - Sewer Collection                | 503-521-880       | Computer Programming/Consult. | \$60.60           | 3.33%          |
| Sanitation Enterprise - Street Sweeping Operations | 504-535-880       | Computer Programming/Consult. | \$182.00          | 10.00%         |
| RORF                                               | 820-510-880       | Computer Programming/Consult. | \$182.00          | 10.00%         |
| <b>Total</b>                                       |                   |                               | <b>\$1,820.00</b> | <b>100.00%</b> |

**OneMeeting - Full Implementation w/ Video Streaming (Annual Fees)**

| Department                                         | GL Account Number | GL Account Name               | Amount             | Percent        |
|----------------------------------------------------|-------------------|-------------------------------|--------------------|----------------|
| General - Elected Officials                        | 101-401-880       | Computer Programming/Consult. | \$195.72           | 1.00%          |
| General -Community Development                     | 101-404-880       | Computer Programming/Consult. | \$195.72           | 1.00%          |
| General - Administrative Services                  | 101-405-880       | Computer Programming/Consult. | \$195.72           | 1.00%          |
| General - Financial Services                       | 101-406-880       | Computer Programming/Consult. | \$195.72           | 1.00%          |
| General -Human Resources                           | 101-408-880       | Computer Programming/Consult. | \$195.72           | 1.00%          |
| General -Police Department                         | 101-413-880       | Computer Programming/Consult. | \$195.72           | 1.00%          |
| General - Fire Department                          | 101-416-880       | Computer Programming/Consult. | \$195.72           | 1.00%          |
| General - Service Center                           | 101-431-880       | Computer Programming/Consult. | \$195.72           | 1.00%          |
| General - Airport Operations                       | 101-435-880       | Computer Programming/Consult. | \$195.72           | 1.00%          |
| General - Municipal Grounds/Maintenance            | 101-440-880       | Computer Programming/Consult. | \$195.72           | 1.00%          |
| Gas Tax Fund                                       | 107-422-880       | Computer Programming/Consult. | \$1,957.16         | 10.00%         |
| LTF-Article 8 Fund                                 | 110-424-880       | Computer Programming/Consult. | \$1,957.16         | 10.00%         |
| Measure C - Street Maintenance                     | 125-422-880       | Computer Programming/Consult. | \$1,957.16         | 10.00%         |
| Measure C - Flexible Fund                          | 127-422-880       | Computer Programming/Consult. | \$1,957.16         | 10.00%         |
| Water Enterprise - Financial Services              | 501-406-880       | Computer Programming/Consult. | \$653.73           | 3.34%          |
| Water Enterprise - Water Plant Operations          | 501-503-880       | Computer Programming/Consult. | \$651.71           | 3.33%          |
| Water Enterprise - Water Distribution              | 501-508-880       | Computer Programming/Consult. | \$651.71           | 3.33%          |
| Gas Enterprise - Gas Operations                    | 502-510-880       | Computer Programming/Consult. | \$1,957.16         | 10.00%         |
| Sewer Enterprise - Financial Services              | 503-406-880       | Computer Programming/Consult. | \$653.73           | 3.34%          |
| Sewer Enterprise - Sewer Treatment Plant           | 503-520-880       | Computer Programming/Consult. | \$651.71           | 3.33%          |
| Sewer Enterprise - Sewer Collection                | 503-521-880       | Computer Programming/Consult. | \$651.71           | 3.33%          |
| Sanitation Enterprise - Street Sweeping Operations | 504-535-880       | Computer Programming/Consult. | \$1,957.16         | 10.00%         |
| RORF                                               | 820-510-880       | Computer Programming/Consult. | \$1,957.16         | 10.00%         |
| <b>Total</b>                                       |                   |                               | <b>\$19,571.59</b> | <b>100.00%</b> |

**OneMeeting - Full Implementation (One Time Fees)**

| Department                        | GL Account Number | GL Account Name               | Amount  | Percent |
|-----------------------------------|-------------------|-------------------------------|---------|---------|
| General - Elected Officials       | 101-401-880       | Computer Programming/Consult. | \$97.20 | 1.00%   |
| General -Community Development    | 101-404-880       | Computer Programming/Consult. | \$97.20 | 1.00%   |
| General - Administrative Services | 101-405-880       | Computer Programming/Consult. | \$97.20 | 1.00%   |
| General - Financial Services      | 101-406-880       | Computer Programming/Consult. | \$97.20 | 1.00%   |
| General -Human Resources          | 101-408-880       | Computer Programming/Consult. | \$97.20 | 1.00%   |

|                                                    |             |                               |                   |                |
|----------------------------------------------------|-------------|-------------------------------|-------------------|----------------|
| General -Police Department                         | 101-413-880 | Computer Programming/Consult. | \$97.20           | 1.00%          |
| General - Fire Department                          | 101-416-880 | Computer Programming/Consult. | \$97.20           | 1.00%          |
| General - Service Center                           | 101-431-880 | Computer Programming/Consult. | \$97.20           | 1.00%          |
| General - Airport Operations                       | 101-435-880 | Computer Programming/Consult. | \$97.20           | 1.00%          |
| General - Municipal Grounds/Maintenance            | 101-440-880 | Computer Programming/Consult. | \$97.20           | 1.00%          |
| Gas Tax Fund                                       | 107-422-880 | Computer Programming/Consult. | \$972.00          | 10.00%         |
| LTF-Article 8 Fund                                 | 110-424-880 | Computer Programming/Consult. | \$972.00          | 10.00%         |
| Measure C - Street Maintenance                     | 125-422-880 | Computer Programming/Consult. | \$972.00          | 10.00%         |
| Measure C - Flexible Fund                          | 127-422-880 | Computer Programming/Consult. | \$972.00          | 10.00%         |
| Water Enterprise - Financial Services              | 501-406-880 | Computer Programming/Consult. | \$324.67          | 3.34%          |
| Water Enterprise - Water Plant Operations          | 501-503-880 | Computer Programming/Consult. | \$323.67          | 3.33%          |
| Water Enterprise - Water Distribution              | 501-508-880 | Computer Programming/Consult. | \$323.67          | 3.33%          |
| Gas Enterprise - Gas Operations                    | 502-510-880 | Computer Programming/Consult. | \$972.00          | 10.00%         |
| Sewer Enterprise - Financial Services              | 503-406-880 | Computer Programming/Consult. | \$324.67          | 3.34%          |
| Sewer Enterprise - Sewer Treatment Plant           | 503-520-880 | Computer Programming/Consult. | \$323.67          | 3.33%          |
| Sewer Enterprise - Sewer Collection                | 503-521-880 | Computer Programming/Consult. | \$323.67          | 3.33%          |
| Sanitation Enterprise - Street Sweeping Operations | 504-535-880 | Computer Programming/Consult. | \$972.00          | 10.00%         |
| RORF                                               | 820-510-880 | Computer Programming/Consult. | \$972.00          | 10.00%         |
| <b>Total</b>                                       |             |                               | <b>\$9,720.00</b> | <b>100.00%</b> |

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

**Subject:** Approve a Resource Increase from AB179 Technology Upgrades and Improvement Program  
**Meeting Date:** October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Jose Garza, Chief of Police

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**I. RECOMMENDATION:**

The City Manager and Police Chief recommend Council approve an increase of resources in the AB179 Technology Upgrades and Improvement Program from fund balance in the amount of \$49,662.00.

**II. BACKGROUND:**

On June 30, 2022, Senator Anna Caballero announced that the City of Coalinga Police Department would be receiving \$250,000.00 for Public Safety Technology Upgrades and Improvements, under AB179. The funds were received in late January of 2023 and Coalinga Police Department (CPD) began ordering equipment such as portable radios, patrol vehicle laptops, and cameras. In FY22/23, CPD anticipated expending \$50,000; however, only \$338 of products were received. Due to inventory backorder and work to be completed, the Department was unable to acquire the equipment as expected. The remaining \$49,662 is in the Fund Balance. In fiscal year 2023-2024, the program was approved with an appropriation of \$200,000.

**III. DISCUSSION:**

Staff recommends \$49,662.00 from Fund 308 - AB179 fund balance, to ensure the technology project is completed as initially intended.

**IV. ALTERNATIVES:**

The alternative is for the Council not to approve the increase from AB179, in the amount of \$49,662.00.

**V. FISCAL IMPACT:**

No fiscal impact to the General Fund.

**ATTACHMENTS:**

| File Name                | Description |
|--------------------------|-------------|
| No Attachments Available |             |

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

**Subject:** Authorize City Manager to Approve the Budget Appropriation Transfer in the amount of \$48,500.00 for FY21/22 Auditing Services from Bryant L. Jolley, CPA  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Mai Vang, Financial Services Director

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**I. RECOMMENDATION:**

Authorize City Manager to approve the Budget Appropriation Transfer in the amount of \$48,500.00 for FY21/22 Auditing Services from Bryant L. Jolley, CPA

**II. BACKGROUND:**

On April 6, 2023, City Manager approved the Engagement Letter with Bryant L. Jolley for Auditing services for Fiscal Year 2021-2022.

**III. DISCUSSION:**

The Fiscal Year 2021-2022 was completed and finalized the week of October 09, 2023. As a result, the payment will be paid for in Fiscal Year 2023-2024. Funds will derive from the fund balance of each fund as listed in the Fiscal Impact Statement.

An additional \$5,500 for the Single Audit and State Controllers Street Report for the Fiscal Year were not included on the April 6, 2023 approval and will need to be added.

**IV. ALTERNATIVES:**

Do not approve the transfer.

**V. FISCAL IMPACT:**

The total cost of the auditing services for Fiscal Year 2021/2022 will be \$48,500. The cost will be allocated to the following funds with their respective percentages:

| <b>Fund</b>                 | <b>Dept</b> | <b>Acct</b> | <b>%</b> | <b>Amount Allocation</b> |
|-----------------------------|-------------|-------------|----------|--------------------------|
| 101 – General Fund          | 406         | 88030       | 15%      | 7,275.00                 |
| 107 – Gas Tax Fund          | 422         | 88030       | 5%       | 2,425.00                 |
| 501 – Water Enterprise Fund | 406         | 88030       | 30%      | 14,550.00                |
| 502 – Gas Enterprise Fund   | 406         | 88030       | 25%      | 12,125.00                |
| 503 – Sewer Enterprise Fund | 406         | 88030       | 19%      | 9,215.00                 |

|                                      |     |       |             |                  |
|--------------------------------------|-----|-------|-------------|------------------|
| 504 – Sanitation Enterprise Fund     | 406 | 88030 | 1%          | 485.00           |
| 820 – ROF-Redev Oblg Retirement Fund | 610 | 88030 | 5%          | 2,425.00         |
| <b>Total</b>                         |     |       | <b>100%</b> | <b>48,500.00</b> |

#### ATTACHMENTS:

| File Name                                                                                                                                 | Description                            |
|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <div>  Bryant_L_Jolley_Engagement_Letter_2022.pdf </div> | Bryant L. Jolley CPA Engagement Letter |

March 10, 2023

To City Council and Mrs. Marissa Trejo  
155 West Durian  
Coalinga, CA 93210

We are pleased to confirm our understanding of the services we are to provide for the City of Coalinga (the “City”) for the fiscal year ended June 30, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the fiscal year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of the City’s Proportionate Share of Net Pension Liability
- 4) Schedule of Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor’s report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) Combining Balance Sheet – Nonmajor Governmental Funds
- 3) Combining Statement of Revenue, Expenditures and Changes in Fund Balance – Nonmajor Governmental Funds

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Improper revenue recognition due to fraud

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures

described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes, and the State Controller's reports of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes, and the State Controller's reports services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, the State Controller's reports and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes, and the State Controller's reports that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes, and the State Controller's reports prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements;

schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our

current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City Council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bryant L. Jolley, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to U.S. Department of Agriculture or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bryant L. Jolley, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Department of Agriculture. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Bryant L. Jolley, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately April 2023.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$43,000, \$3,500 for each major program, and \$3,500 for the preparation of State Controller's Report using audited numbers. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered upon completion of the audit and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

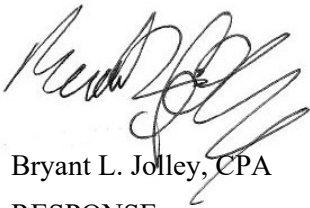
## Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Bryant L. Jolley, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City.

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Marissa Trejo, City Manager

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

**Subject:** Adopt Resolution No. 4184 Approving Extension of the City's Municipal Advisory Agreement with Wulff, Hansen & Co., Approving Addendum 7 to such Agreement, and Authorizing Investment of City Funds in U.S. Treasury Securities through the Wulff Hansen Treasury Program and Directing Certain Actions with Respect Thereto

**Meeting Date:** Thursday, October 19, 2023

**From:** Marissa Trejo, City Manager

**Prepared by:** Mai Vang, Financial Services Director

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### **I. RECOMMENDATION:**

Financial Services Director recommends, By Motion, Adopt Council Resolution No. 4184 approving the extension of the City's Municipal Advisory Agreement with Wulff, Hansen & Co., approving Addendum 7 to such Agreement, and authorizing the investment of City Funds in U.S. Treasury securities via the Wulff Hansen U.S. Treasury Securities Investment Program and directing certain actions with respect thereto

### **II. BACKGROUND:**

On August 17, 2017, City Council approved Resolution No. 3783 authorizing investment with Local Agency Investment Fund (LAIF). On March 5, 2020, City Council approved Resolution No. 3953 adopting the Annual City Investment Policy.

On June 1, 2020, the City entered into a Municipal Advisory Agreement with Wulff Hansen (the "Agreement"), wherein the City retains Wulff, Hansen & Co. to provide certain financial advisory services to the City. The services to be provided by the Municipal Advisor for each project or financing were to be provided pursuant to an Addendum to the Agreement, describing the specific scope of services, the fee to be charged, and the date upon which the Addendum would terminate. The City and Municipal Advisor subsequently amended the Agreement on three separate occasions to, among other things, extend the termination date of the Agreement.

The latest of the three previously executed amendments to the Agreement extended the termination date of the Agreement to December 31, 2023. In order to allow Municipal Advisor to continue providing services under the Agreement after December 31, 2023, Municipal Advisor has submitted to the City for execution Amendment Letter #4 which would extend the termination date of the Agreement to December 31, 2024. Extending the termination date of the Agreement is necessary to enable the Municipal Advisor to continue to provide services relative to the ongoing solar project and its associated financing, as well as, to provide services relative to its U.S. Treasury Investment. Amendment Letter #4 is included as an attachment to this staff report.

The Municipal Advisor's scope of services and fee to charged in relation to the City's participation in Municipal Advisor's U.S. Treasury Securities Investment Program is described in Addendum 7, which has been included as an attachment to this staff report.

Wulff, Hansen & Co.'s Investment Program is designed for California public agencies to invest their funds in U.S. Treasury Securities. Municipal Advisor and Staff have been discussing the program and the City's participation therein since September of 2022. At the City Council meeting held on February 16, 2023, Municipal Provider provided a written presentation to the Council on the details of program.

Staff is seeking the approval of the City Council to execute the extension of the Agreement, to execute Addendum 7 related to the Treasury Program, to authorize the investment of City funds in U.S. Treasury securities so long as the investments comply with the City's investment policy, and to authorize the City Manager, Finance Director, or their designee to take action and execute such documents that may be necessary or desirable to effectuate the intention of the Resolution.

On July 6, 2023, City Council approved Resolution No. 4164 to update authorized personnel due to staff changes.

### **III. DISCUSSION:**

As of July 14, 2023, the City is investing \$6,235,930 with LAIF at an interest rate of 3.15%. The City anticipates on investing \$5,000,000 with the U.S. Treasury securities at an estimated interest rate 5.32%. The remaining balance of \$1,235,930 will remain with LAIF under Resolution No. 4164.

### **IV. ALTERNATIVES:**

1. Do not execute Amendment Letter #4 or Addendum 7.
2. Authorize the execution of Amendment Letter #4 while not authorizing the execution of Addendum 7.

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

There are no costs associated with extending the Municipal Advisory Agreement.

By entering into Addendum 7, the City will agree to pay fees to Municipal Advisor as outlined in Addendum 7, based on the amount of funds the City elects to invest in the U.S. Treasury Securities Investment Program. However, any fees paid in connection with the investment program are projected to be offset many times over by the earnings on U.S. Treasury securities that are anticipated to be purchased by the City as part of the program. The cost will be paid based on a proportional percentage of all funds receiving interest revenue.

### **ATTACHMENTS:**

| File Name                                                           | Description                       |
|---------------------------------------------------------------------|-----------------------------------|
| ❑ 20231019_-_Resolution_No._4184.docx                               | Resolution No. 4184               |
| ❑ 20231019_-_Exhibit_1_-_06.01.2020_MAAgreement_Coalinga_SIGNED.pdf | Exhibit 1 - June 1 2020 Agreement |
| ❑ 20231019_-_Exhibit_2_-_Amendment_Letter_#4.pdf                    | Exhibit 2 - Amendment Letter #4   |
| ❑ 20231019_-_Exhibit_3_-_Addendum_7.pdf                             | Exhibit 3 - Addendum 7            |
| ❑ 20231019_-_Coalinga_presentation_(2-16-2023)_vF.pdf               | Feb. 16, 2023 Presentation        |

**CITY OF COALINGA**

**RESOLUTION NO. 4184**

**RESOLUTION APPROVING THE EXTENSION OF THE CITY'S  
MUNICIPAL ADVISORY AGREEMENT WITH WULFF HANSEN & CO.,  
APPROVING ADDENDUM 7 TO SUCH AGREEMENT, AND  
AUTHORIZING THE INVESTMENT OF CITY FUNDS IN WULFF  
HANSEN'S U.S. TREASURY SECURITIES INVESTMENT PROGRAM  
AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO**

RESOLVED, by the City Council (the "Council") of the City of Coalinga (the "City"):

WHEREAS, the City has previously entered into a municipal advisory agreement with Wulff Hansen & Co. (the "Agreement" attached as Exhibit 1);

WHEREAS, it is appropriate for the Council to approve and authorize the execution of Amendment Letter #4 to the Agreement (attached as Exhibit 2) to extend the termination date thereof by one year;

WHEREAS, it is appropriate for the Council to approve and authorize the execution of Addendum #7 to the Agreement (attached as Exhibit 3) relative to assisting the City with investing in U.S. Treasury securities; and

WHEREAS, it is appropriate that the Council to authorize the investment of City funds in Wulff Hansen's U.S. Treasury Securities Investment Program;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

*Section 1.* The Council hereby approves Amendment Letter #4 to the Agreement and authorizes its execution by the City Manager, the Finance Director, or their designee.

*Section 2.* The Council hereby approves Addendum #7 to the Agreement to the Agreement and authorizes its execution by the City Manager, the Finance Director, or their designee.

*Section 3.* The Council hereby authorizes the City Manager, the Finance Director, or their designee, to invest City funds in Wulff Hansen's U.S. Treasury Securities Investment Program so long as such investments are within the confines of the City's existing Investment Policy.

*Section 4.* Appropriate officers and officials of the City are hereby authorized and directed to take such action and to execute such documents as may be necessary or desirable to effectuate the intent of this Resolution.

*Section 5.* This Resolution shall be in full force and effect immediately upon its adoption.

\* \* \* \* \*

I hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of the City of Coalinga held on the \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

AYES, and in favor of, Council Members:

NOES, Council Members:

ABSENT, Council Members:

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

# WULFF, HANSEN & Co.

ESTABLISHED 1931

## INVESTMENT BANKERS

100 SMITH RANCH ROAD, SUITE 330

SAN RAFAEL, CALIFORNIA 94903

(415) 421-8900

June 1, 2020

Marissa Trejo  
City Manager  
City of Coalinga  
155 West Durian  
Coalinga CA, 93210

This is an Agreement (AGREEMENT) between the City of Coalinga (CLIENT) and Wulff, Hansen & Co. (MUNICIPAL ADVISOR or ADVISOR) a registered municipal advisory firm. The purpose of the AGREEMENT is to provide a framework allowing MUNICIPAL ADVISOR to provide municipal advisory services (SERVICES) to CLIENT from time to time as may be mutually agreed upon by both parties. All such SERVICES to be delivered under this Agreement will be specifically described in an Addendum to the AGREEMENT accepted by both parties, and no services will be provided in the absence of such an Addendum. The terms and conditions of this Agreement are set forth below. CLIENT understands and acknowledges that any information or services provided by ADVISOR pursuant to an Addendum to this Agreement are for the purpose of serving as Municipal Advisor to CLIENT and not as an Underwriter or otherwise facilitating the placement of municipal securities issued by CLIENT.

This AGREEMENT also contains various disclosures and other information required under MSRB Rule G-42 and, with its Addenda, will serve as written documentation of certain specific terms, disclosures and other items of information relating to our relationship as of the date this AGREEMENT is signed by ADVISOR. If this information materially changes during the relationship any such change will be described in writing and delivered to you.

### **1. Scope of Services.**

#### **(a) Services to be provided.**

From time to time CLIENT may request that ADVISOR provide municipal advisory services relating to a specific project or projects. The scope of any such services, any limitations thereon, any compensation to be earned by ADVISOR in connection with their delivery, and any conflicts of interest (other than those disclosed in this AGREEMENT) that ADVISOR may have in connection with such services will be described in an Addendum to this AGREEMENT. No services which are not so described and documented in an Addendum will be provided by ADVISOR to CLIENT.

#### **(b) Limitations on Scope of Services**

Where an Addendum to this Agreement describes the scope of services to be provided under that Addendum, any limitations on such scope in addition to those included in this Agreement will be described in that Addendum.

Unless otherwise specifically provided in an Addendum to this Agreement, ADVISOR is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents. In addition, ADVISOR will not provide any of the following services in connection with any engagement pursuant to this Agreement or any associated Addenda:

- a) Legal services of any kind;
- b) Assistance to CLIENT with regard to CLIENT's responsibilities under the federal securities laws and regulations relating to initial or continuing disclosure in connection with municipal securities, inclusive of the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934. Such services will be provided only if ADVISOR is explicitly engaged by CLIENT in a separate contract unrelated to this Agreement or any Addenda thereto.
- c) Engineering services of any kind;
- d) Special Tax Rate Consulting
- e) Absorption Analysis or the review thereof;
- f) Feasibility Studies or the review thereof
- g) Fiscal Consulting;

- h) Underwriting or placement agent services;
- i) Accounting services;
- j) Investment advice concerning investment of excess bond proceeds, if any, resulting from an issuance of municipal securities
- k) Advice concerning derivative transactions or other municipal financial products, including but not limited to advice regarding swap transactions or strategies.

CLIENT acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with such laws. CLIENT acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities may apply to the CLIENT and that the failure of ADVISOR to advise CLIENT respecting these laws shall not constitute a breach by ADVISOR of any of its duties and responsibilities under this Agreement.

**2. Municipal Advisor's Regulatory Duties When Advising CLIENT.**

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to CLIENT's determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to CLIENT. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about CLIENT and the authority of each person acting on CLIENT's behalf.

Accordingly, Municipal Advisor will seek CLIENT's assistance and cooperation, and the assistance and cooperation of CLIENT's agents, with the carrying out by Municipal Advisor of these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent CLIENT seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Municipal Advisor requests that CLIENT provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

**3. Term.**

This AGREEMENT shall become effective upon acceptance by both parties and shall terminate **December 31, 2022** unless terminated earlier by one of the parties. Either party may terminate this AGREEMENT upon thirty days written notice to the other party or as may be mutually agreed by both parties. ADVISOR's engagement to provide municipal advice on a specific project or projects described in an Addendum to this document shall terminate as described in that Addendum.

**4. Compensation.**

The form and basis of any compensation for any of Municipal Advisor's services provided or expenses incurred pursuant to an Addendum to this AGREEMENT will be as described in that Addendum.

**5. Limitation of Liability.**

In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to CLIENT for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from CLIENT's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to CLIENT. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of CLIENT arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by CLIENT

of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to CLIENT under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

**6. Required Disclosures.**

MSRB Rule G-42 requires that MUNICIPAL ADVISOR provide CLIENT with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, any material conflicts of interest known to MUNICIPAL ADVISOR in connection with the Scope of Services are disclosed below, including those conflicts applying to various forms of compensation which are described in a document attached to this AGREEMENT. We believe that these conflicts are mitigated by our duties to CLIENT as assigned to us under Federal and State laws and regulations and the rules of the Municipal Securities Rulemaking Board. In addition, because MUNICIPAL ADVISOR is a broker-dealer with significant business and economic interests due to the nature of its overall business, the success and profitability of MUNICIPAL ADVISOR is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty where such duty exists. Furthermore, MUNICIPAL ADVISOR's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of MUNICIPAL ADVISOR potentially departing from their regulatory duties due to personal interests.

***Other Municipal Advisor or Underwriting Relationships.***

MUNICIPAL ADVISOR serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of CLIENT. For example, MUNICIPAL ADVISOR serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to CLIENT under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, MUNICIPAL ADVISOR could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of MUNICIPAL ADVISOR to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that MUNICIPAL ADVISOR serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair MUNICIPAL ADVISOR's ability to fulfill its regulatory duties to CLIENT.

***Broker-Dealer and Investment Advisory Business.***

MUNICIPAL ADVISOR is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of CLIENT, may be undertaken on behalf of, or as counterparty to, CLIENT, personnel of CLIENT, and current or potential investors in the securities of CLIENT. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of CLIENT, such as when their buying or selling of CLIENT's securities may have an adverse effect on the market for CLIENT's securities, and the interests of such other clients could create the

incentive for MUNICIPAL ADVISOR to make recommendations to CLIENT that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from MUNICIPAL ADVISOR effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the MUNICIPAL ADVISOR that operate separately from MUNICIPAL ADVISOR's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by MUNICIPAL ADVISOR to CLIENT under this Agreement.

In addition to the considerations above, the fact that MUNICIPAL ADVISOR's staff are engaged in support of these other business activities could create a conflict when multiple demands exist on a particular individual's time and resources. We reasonably believe that this conflict is mitigated by our staff's desire to complete CLIENT's work in a timely manner and consequently be compensated by MUNICIPAL ADVISOR for their efforts.

***Other Business Relationships***

MUNICIPAL ADVISOR may have existing or future business relationships, unrelated to CLIENT or MUNICIPAL ADVISOR's services to CLIENT, with underwriters, placement agents, attorneys, accountants, financial institutions, contractors or other entities whose services it may recommend to CLIENT or whom CLIENT may select on its own initiative. MUNICIPAL ADVISOR's business relationships with such entities may include payments or referrals made to Advisor by such entities or payments or referrals made by Advisor to such entities in connection with matters wholly unrelated to CLIENT's business or activities. Because under no circumstances will Advisor accept any form of payment or other remuneration, directly or indirectly, from any third party in connection with Advisor's services to CLIENT, Advisor believes that none of these other engagements or relationships would create a material conflict or otherwise impair MUNICIPAL ADVISOR's ability to fulfill its regulatory duties to CLIENT.

***Secondary Market Transactions in CLIENT's Securities.***

MUNICIPAL ADVISOR, in connection with its sales and trading activities, may take a principal position in securities, including securities of CLIENT, and therefore MUNICIPAL ADVISOR could have interests in conflict with those of CLIENT with respect to the value of CLIENT's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, MUNICIPAL ADVISOR or its affiliates may submit orders for and acquire CLIENT's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with CLIENT in that it could create the incentive for MUNICIPAL ADVISOR to make recommendations to CLIENT that could result in more advantageous pricing of CLIENT's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through staff members of the MUNICIPAL ADVISOR that operate independently from MUNICIPAL ADVISOR's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by MUNICIPAL ADVISOR to CLIENT under this Agreement.

***Other Conflicts of Interest.*** None.

(b) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Municipal Advisor addresses below the required disclosures and related information in connection with such disclosures.

Required disclosures include specific information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Municipal Advisor and members of its staff have been subject to various such legal or disciplinary events. Municipal Advisor reasonably believes that it as an entity has no such events that may be material to CLIENT's evaluation of Municipal Advisor as such. However, during its 88 years as a broker/dealer, Municipal Advisor has accumulated a number of such events related to its broker/dealer business as such and CLIENT may wish to review these. Members of Municipal Advisor's staff who have also been registered representatives of one or more broker/dealers have disclosures which could potentially be material to CLIENT's evaluation. Specific instances of such events can be found

in Item 9 of our Form MA and, for staff members, Item 6 of Forms MA-I. Direct links to all of this information for the firm and each individual are provided on our website at:  
<http://www.wulffhansen.com/publish/disclosureMA.html>

The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by Municipal Advisor with the SEC is December 10, 2019, which change consisted of adding historical disclosures about a newly affiliated third-party accountant. The disclosures were not related to the municipal advisory business.

(c) **Customer Protections.** Municipal Advisor is registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The latter's website is located at [www.msrb.org](http://www.msrb.org). A municipal advisory client brochure is available on that website that describes the protections that may be provided by the MSRB's rules and how a client may file a complaint with an appropriate regulatory authority.

(d) **Future Supplemental Disclosures.** As required by MSRB Rule G-42, this information may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide CLIENT with any such supplement or amendment as it becomes available throughout the term of the Agreement.

**7. Choice of Law.**

This Agreement shall be construed and given effect in accordance with the laws of the State of California.

**8. Entire Agreement.** This instrument, including all Addenda and Appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

**9. Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

Wulff, Hansen & Co.

By: Chris Charles

Title: President

Date: June 1, 2020

**ACKNOWLEDGED:**

City of Coalinga

By: Maria Dyer

Title: City Manager

Date: 10/6/2020

## DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires us, as your Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

**Forms of compensation; potential conflicts.** The forms of compensation for Advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an Advisor to recommend one course of action over another if it is more beneficial to the Advisor to do so. This document discusses various forms of compensation and the timing of payments to the Advisor.

**Fixed fee.** Under a fixed fee form of compensation, the Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the Advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the Advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the Advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to an Advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the Advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the Advisor's compensation.

# WULFF, HANSEN & Co.

ESTABLISHED 1931

## INVESTMENT BANKERS

100 SMITH RANCH ROAD, SUITE 330

SAN RAFAEL, CALIFORNIA 94903

(415) 421-8900

September 22, 2023

Marissa Trejo  
City Manager  
City of Coalinga  
155 West Durian  
Coalinga, CA 93210  
Cc: Sean Brewer, Assistant City Manager

Re: Municipal Advisory Agreement dated June 1, 2020 by and between the City of Coalinga ("City") and Wulff, Hansen & Co. ("Municipal Advisor")

Dear Ms. Trejo:

The purpose of this Amendment Letter #4 (the "Letter") is to set forth and document changes to our Municipal Advisory Agreement with the City date June 1, 2020. In the Municipal Advisory Agreement referenced above, the City agreed to retain Wulff, Hansen & Co. to provide certain financial advisory services for the City. The services to be provided by the Municipal Advisor for each financing or other advisory project contemplated were to be provided pursuant to an Addendum describing the specific scope of services, the fee to be charged, and the date upon which the Addendum would terminate. Additionally, the City and Municipal Advisor subsequently amended specific addenda relating to changes in services, fees, and other terms.

In order to allow Municipal Advisor to continue providing services under the Municipal Advisory Agreement after December 31, 2023, Municipal Advisor and the City, by this Amendment Letter #4, wish to extend the termination date of the Municipal Advisory Agreement to December 31, 2024.

The City and Municipal Advisor anticipate entering in an Addendum 7 (attached to this Letter) so that Municipal Advisor can provide services relating to investment of City funds in U.S. Treasury securities via Wulff Hansen's Public Agency U.S. Treasury Security Investment Program. The City Council authorized the Staff to move forward with this program at its City Council meeting held on February 16, 2023.

In order to allow Municipal Advisor to provide this service to the City, this Amendment Letter #4 shall modify a provision in the Municipal Advisory Agreement as follows:

In section 1(b) of the Municipal Advisory Agreement, Wulff Hansen and the City agreed to explicit limitations on certain services of the Consultant. The City and Consultant, via this Letter Agreement, now wish to amend Section 1(b) of the Agreement to strike a specific limitation on services that was previously agreed to by the Parties.

Subsection k) of Section 1(b) in the Agreement reads as follows: "ADVISOR will not provide any of the following services in connection with any engagement pursuant to this Agreement or any associated

Addenda....k) Advice concerning derivative transactions or other municipal financial products, including but not limited to advice regarding swap transactions or related strategies.”

The City and Wulff Hansen agree to amend Section 1(b)(k) by removing the reference to ‘other municipal financial products’ such that it will now read as follows: “k) Advice concerning derivative transactions, including but not limited to advice regarding swap transactions or related strategies.”

This above change to subsection k) of Section 1(b) will allow the City and Consultant to enter into Addendum 7 in which Consultant provides advice to the City relative to certain municipal financial products.

All other terms of the original Agreement and Addenda shall remain unchanged and in full force and effect until the new termination date of December 31, 2024.

A copy of the Municipal Advisory Agreement, all Addenda and amendments thereto are also attached to this Letter for your reference. Please sign a copy of this Letter agreeing to the terms of this change to the termination date of the Municipal Advisory Agreement.

Approved:

City of Coalinga

Approved:

Wulff, Hansen & Co.



---

Marissa Trejo, City Manager

Chris Charles, President

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

Date: 09/22/2023

## ADDENDUM TO MUNICIPAL ADVISORY AGREEMENT

### Addendum 7

#### 1. Purpose

This Addendum 7 to the Municipal Advisory Agreement dated June 1, 2020 between the City of Coalinga (hereafter, "CLIENT") and Wulff, Hansen & Co. (hereafter, "Municipal Advisor" or "Advisor" or "MA") specifies and describes specific municipal advisory services to be performed by Municipal Advisor under that Agreement.

#### 2. Services

##### 2.1 Scope of Services

Municipal Advisor will provide the following services to CLIENT pursuant to this Addendum:

Advisor will assist CLIENT in developing and administering an asset allocation program intended to create and maintain a cash management program balanced appropriately between CLIENT's cash deposits in the Local Agency Investment Fund (LAIF) operated by the State Treasurer's office and US Treasury securities backed by the full faith and credit of the United States Government. CLIENT hereby represents to Advisor that none of the funds contemplated for use in such program represent proceeds from an issuance of municipal securities (bond proceeds) and will promptly inform Advisor if that should cease to be the case. Advisor will provide the following services with respect to the program.

- a) Assist CLIENT in determining the appropriate total amount of funds to be invested in a laddered portfolio of US Treasury Securities;
- b) Assist CLIENT in designing a laddered portfolio of U.S. Treasury Securities with a suitable term structure that meets the CLIENT's cash-flow and liquidity needs;
- c) Assist CLIENT in selecting and engaging a Registered Investment Advisor (RIA) to recommend specific U.S. Treasury securities and solicit competitive bids from eligible bidders for all security purchases in an effort to assist CLIENT in obtaining fair and competitive pricing on any security transactions;
- d) Assist CLIENT in selecting and engaging a third-party Custodian Bank to hold CLIENT's U.S. Treasury securities in the name of the CLIENT;
- e) Assist CLIENT with coordinating with CLIENT's chosen Registered Investment Advisor/Bidding Agent during the process of soliciting, reviewing and accepting bids and arranging subsequent delivery of the purchased portfolio of U.S. Treasury Securities to the CLIENT's selected Custodian Bank;
- f) Prior to the maturity of each security in the portfolio, the Municipal Advisor will assist CLIENT in evaluating its cash flow and liquidity needs, and its potential reinvestment options. If the CLIENT elects to reinvest all or a portion of the proceeds from a maturing security, or to modify the size, term structure or composition of the Treasury portfolio, Municipal Advisor will assist CLIENT in accomplishing the reinvestment on a timely basis and in accordance with the CLIENT's preferences and current investment policy;
- g) Provide CLIENT with periodic written reports that include the following:
  - i. An analysis of the periodic and year-to-date income production of the CLIENT's Treasury portfolio
  - ii. A report containing the published returns of LAIF during the period so that CLIENT can consider and determine whether it would be advantageous to shift its funds out of Treasury securities and back into LAIF deposits
  - iii. An updated estimate of total interest income anticipated to be generated by the portfolio during the current fiscal year and during the subsequent fiscal year, if applicable;
- h) Assist CLIENT, if requested, in determining how best to create immediate portfolio liquidity should CLIENT experience an urgent, unexpected, or emergency need for cash from the portfolio.
- i) Provide CLIENT with any other services that are within the purview of Advisor's expertise that are necessary and/or desirable to help the CLIENT achieve its objectives.

## 2.2 Limitations on Scope of Services

The services to be provided by Municipal Advisor to CLIENT pursuant to this Addendum are subject to the following limitations in addition to those described in the Agreement.

- a) Municipal Advisor notes that U.S. Treasury securities with maturities of 5 years or less presently constitute 'Allowable Investment Instruments' for local agencies per the relevant sections of the California Government Code. If CLIENT has created a more restrictive investment policy, CLIENT is solely responsible for ensuring that any investments made in connection with the services in Section 2.1 are consistent with such policy. The scope of services does not include advice connected with creating or revising CLIENT's written investment policy, if any. Should CLIENT wish Advisor's assistance with creating or amending such a policy, such services will be provided only if ADVISOR is explicitly engaged by CLIENT in a separate contract for that purpose.
- b) Municipal Advisor's services under this Addendum will be limited to those described in Section 2.1 above and will not include advice or support for any securities investment programs other than those involving solely US Treasury securities.
- c) Municipal Advisor is also a Registered Investment Advisor and a Broker/Dealer but will not be acting in either capacity in connection with this Addendum or with any other services provided under its Municipal Advisory Agreement with CLIENT. Investment advice and recommendations regarding specific individual US Treasury securities will be provided by CLIENT's chosen Registered Investment Advisor at time of purchase. Under no circumstances will Municipal Advisor be a party to any securities transactions executed in connection with the services described in Section 2.1 above, nor will it at any time buy, sell, trade, or hold securities for or on behalf of CLIENT.

## 3. Termination

This Addendum shall become effective upon acceptance by both parties and shall terminate on December 31, 2024 unless terminated earlier by one of the parties. Either party may terminate this Addendum upon thirty days written notice to the other party or as may be mutually agreed by both parties. This Addendum 7 may only be extended or amended by a written agreement between CLIENT and Wulff, Hansen & Co.

## 4. Fees

With regard to Services to be provided by Municipal Adviser under this Addendum 7, Municipal Advisor shall be compensated as follows:

Fees payable for Advisor's services under this Addendum are composed of two components: a one-time initial fee and an ongoing annual administration fee.

The one-time initial set-up fee due to Advisor for Services regarding the implementation and construction of the initial ladder portfolio to the CLIENT shall be calculated and determined in accordance with the Fee Schedule attached to and made a part of this Addendum. This initial fee is due to Advisor from any source of legally available funds upon initial presentation of its recommended investment program to CLIENT and CLIENT's approval and implementation of said recommendation, and will be paid within 30 days of presentation of Advisor's invoice to CLIENT following delivery to CLIENT's chosen Custodian of the initial US Treasury securities purchased.

An on-going annual fee calculated and determined in accordance with the attached Fee Schedule will be due to Advisor for Services provided regarding the ongoing administration and maintenance of the program, specifically including the periodic reports referenced above. This fee is payable to Advisor, in arrears, from any source of legally available funds on a quarterly basis upon presentation of Advisor's invoice to CLIENT.

## 5. Conflicts of Interest

CLIENT and Municipal Advisor understand that Municipal Advisor's fees under this Addendum are contingent on its

delivery of services to CLIENT as described in Section 2.1 above. Because Advisor's fees are determined in part by the amount of funds invested by CLIENT, Advisor could have an incentive to recommend the investment of larger amounts in order to increase its compensation. Further, because neither CLIENT nor Municipal Advisor can control or influence market conditions, it is possible that there could be future periods in which Municipal Advisor's provision of its ongoing reporting and other services may not produce any quantifiable financial benefit to CLIENT despite CLIENT's obligation to pay for such services. In such a period Municipal Advisor would have an incentive to continue providing services despite the absence of immediate tangible benefit to CLIENT. This conflict is mitigated by the fact that Section 3 above allows CLIENT to terminate this Addendum at any time upon thirty days notice, thus eliminating its obligation to continue paying Municipal Advisor ongoing annual fees if CLIENT believes that it is no longer receiving benefits exceeding the amount of the fee.

Municipal Advisor is not aware of any additional material conflicts of interest to which it is subject in the context of this Addendum 7 other than those previously disclosed to CLIENT in connection with the Agreement.

**APPROVED:**

City of Coalinga

/s/ \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

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

**APPROVED:**

Wulff, Hansen & Co.

/s/  \_\_\_\_\_

Chris Charles, President

Date: 09/22/2023

## **Wulff Hansen U.S. Treasury Security Investment Program Fee Schedule**

### **Initial Fee**

The initial fee becomes due and payable upon the Client's purchase of an initial portfolio of U.S. Treasury securities. The initial fee is a calculated figure based on the size of the initial investment. The initial fee is a one-time fee.

**The initial fee is \$12,000 plus 0.05% (0.0005) of the amount of the initial investment.**

Example: For a \$20 million initial investment, the fee shall be \$22,000

$$\$12,000 + (\$20,000,000 \times 0.0005) = \$22,000$$

### **Quarterly Review Fee**

The quarterly review fee is an ongoing quarterly fee that becomes due and payable upon the Client's receipt of each Quarterly Review financial report. The quarterly review fee is a calculated figure based on the then-current principal amount of the portfolio, exclusive of funds generated internally by the portfolio itself such as earned interest. The quarterly review fee is recalculated and billed each quarter.

**The quarterly review fee is calculated and billed quarterly at an annual rate of \$5,000 plus 0.035% (0.00035) of the principal amount of the then-current investment portfolio.**

Example: For a portfolio with a current principal amount of \$20 million, the quarterly fee shall be \$3,000

$$(\$5,000 + (\$20,000,000 \times 0.00035)) / 4 = \$3,000$$

### **Fee For Additional Principal Investments After Initial**

The fee for additional principal investment made after the program's start date is due and payable upon a Client's purchase of U.S. Treasury securities using funds added to the portfolio during any quarter following the initial purchase of a portfolio of U.S. Treasury securities. This fee does not apply to purchases funded by reinvesting proceeds of matured portfolio securities; it applies only to new money. The fee for additional principal investments after the initial investment is a calculated figure based on the size of each additional principal investment. This one-time fee is only payable on occasions when the Client elects to add new funds to its portfolio.

**The fee for additional principal investments after initiation is \$1,500 plus 0.05% (0.0005) of the additional principal investment, per occurrence.**

Example: For a new principal investment of \$5 million, the fee shall be \$4,000

$$\$1,500 + (\$5,000,000 \times 0.0005) = \$4,000$$

**City of Coalinga**

**Investing in a Laddered Portfolio of U.S. Treasury Securities**

**February 16, 2023**

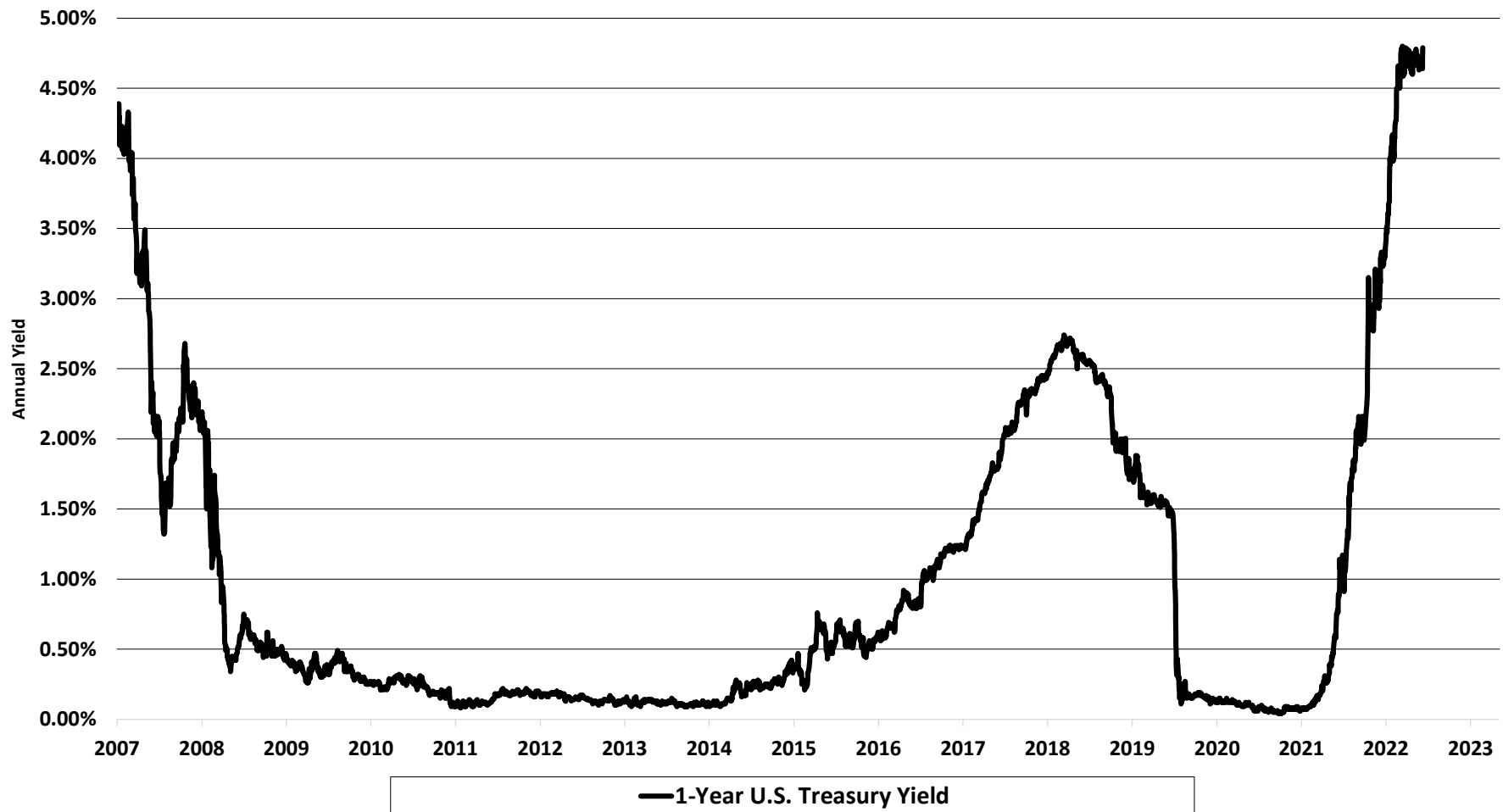


**WULFF, HANSEN & Co.**

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## Short-Term U.S. Treasury Yields Have Increased Dramatically Since January 2022

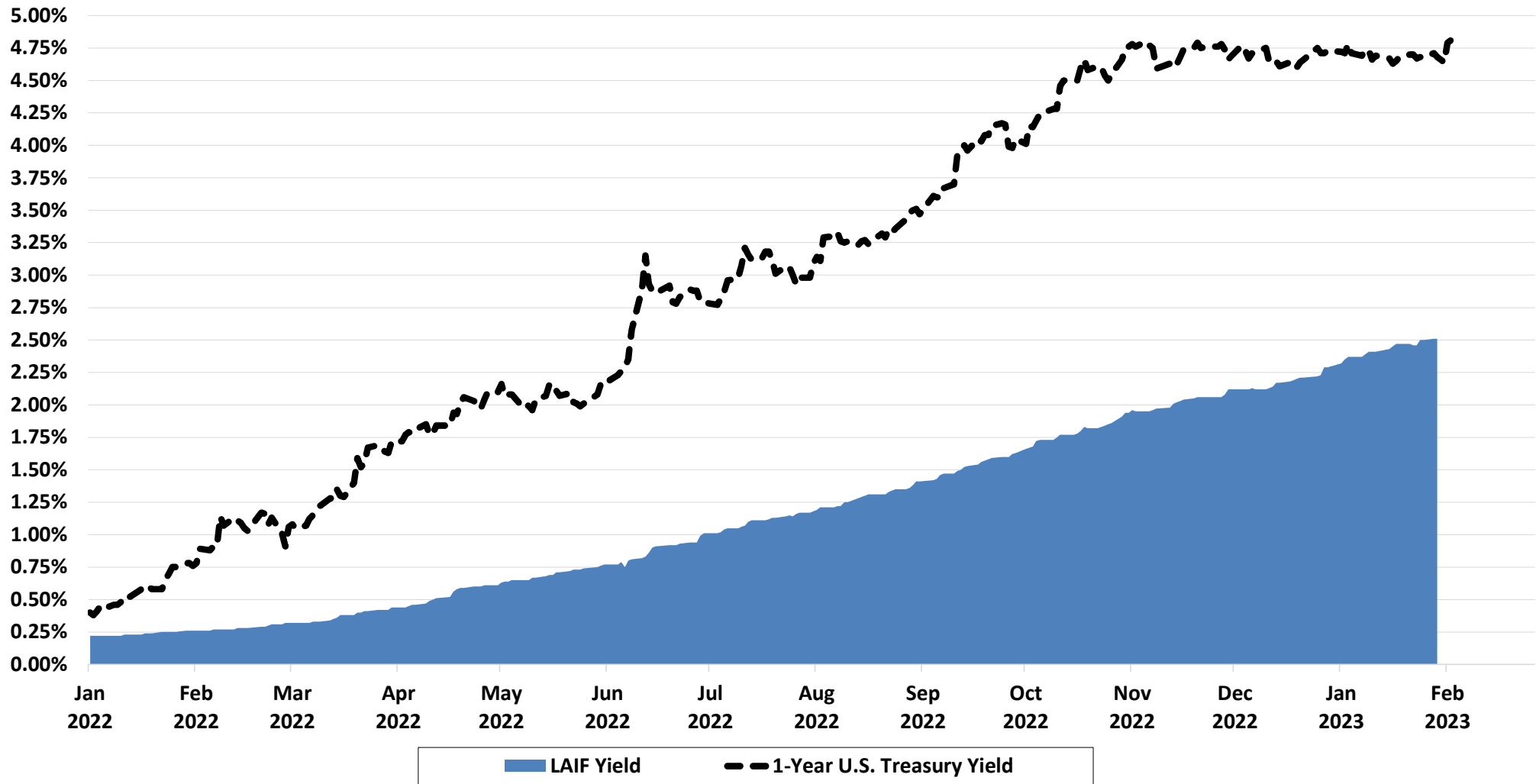
(Source: U.S. Department of the Treasury)



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## Short-Term U.S. Treasury Yields Are Approximately Double the Rate Paid by LAIF

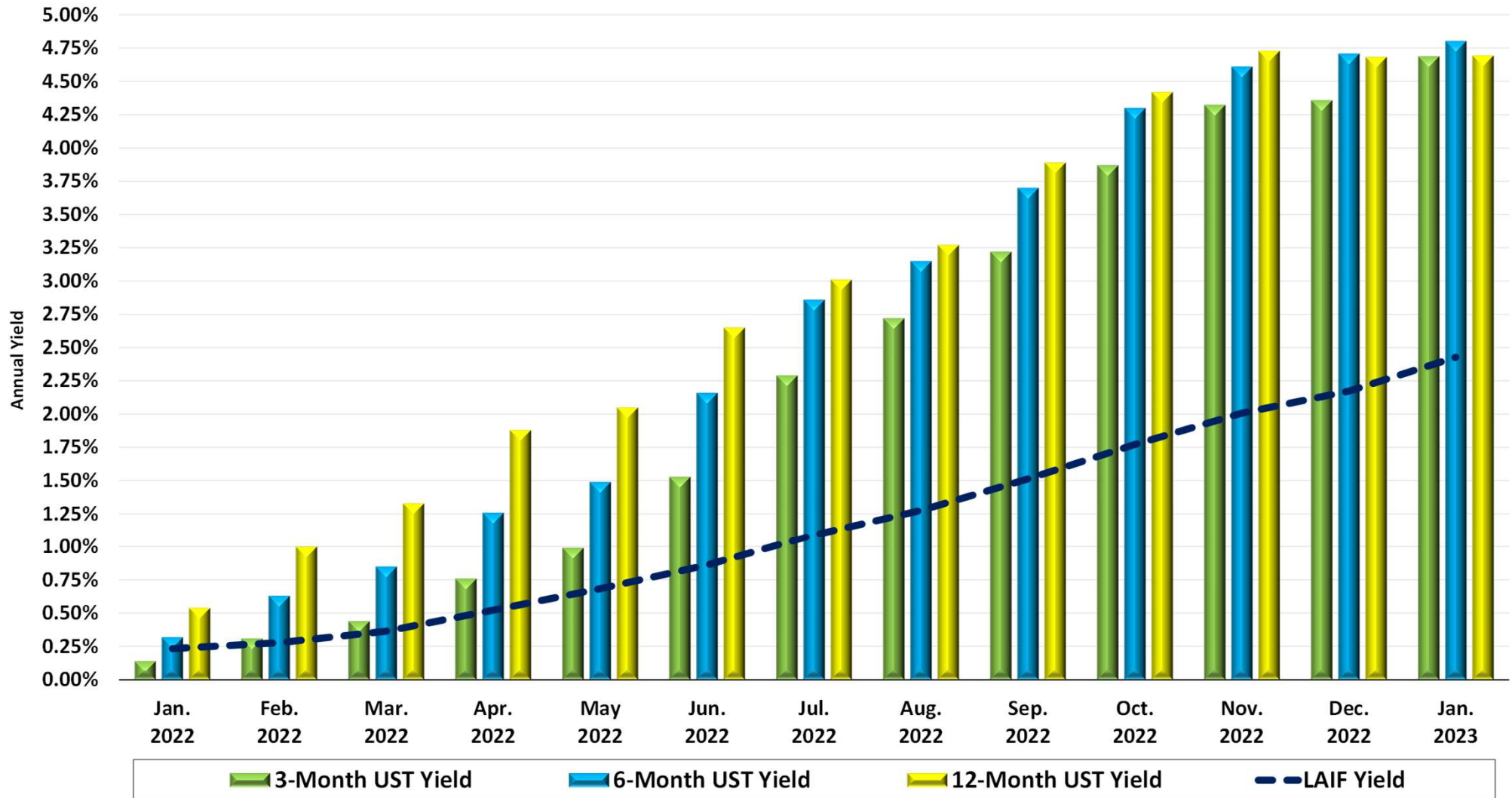
(Sources: California State Treasurer's Office and U.S. Department of the Treasury)



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## Short-Term U.S. Treasury Yields Are Approximately Double the Rate Paid by LAIF

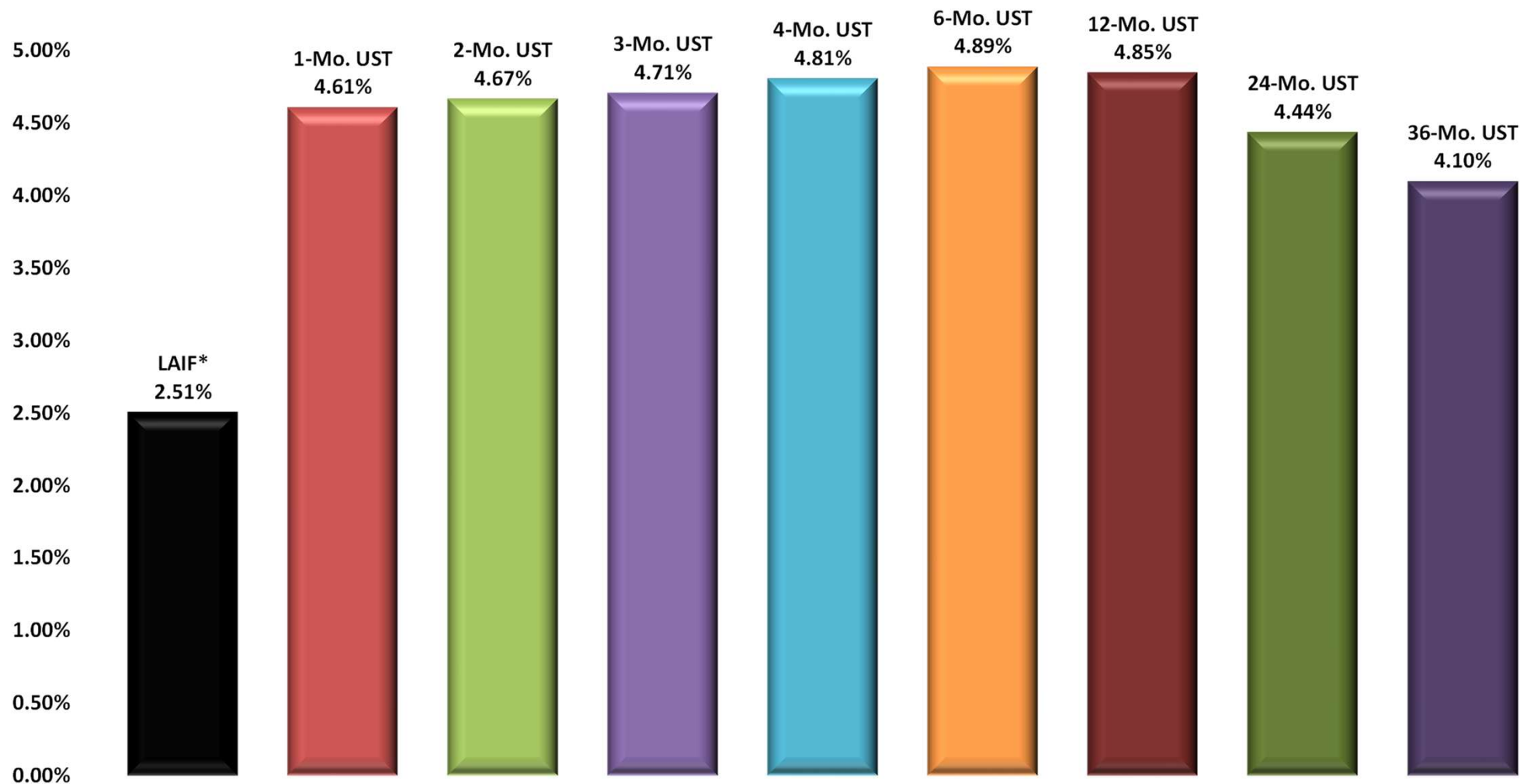
(Sources: California State Treasurer's Office and U.S. Department of the Treasury)



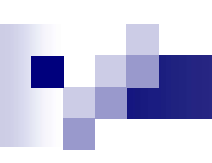
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## Yield Curve as of February 6, 2023

(Sources: California State Treasurer's Office and U.S. Department of the Treasury)



\*LAIF yield as of January 30, 2023



## ***U.S. Treasury Securities Are Considered Among the Safest and Most Liquid Investments in the World***

- The payment of principal and interest on U.S. Treasury securities is guaranteed by the '**full faith and credit**' of the United States Treasury, which is the same pledge that secures FDIC-insured bank account deposits.
- Unlike FDIC insurance, there is no dollar limit on the unconditional Federal guarantee for Treasury securities.
- Approximately **\$24.5 trillion** of Treasury securities are currently owned by investors worldwide including foreign central banks, foreign and domestic commercial banks, mutual funds, pension funds, private investors, corporations, insurance companies, State and local governments, etc.
- On average, investors worldwide buy and sell more than **\$500 billion** of U.S. Treasury securities every day on the 'secondary market'.
- Treasury securities come in many varieties – some Treasuries mature in 30 days while others mature in 30 years, and everything in between. The wide variety of Treasury securities offers investors like the City of Coalinga the flexibility to design an investment portfolio that exactly matches their cash flow requirements and liquidity needs.

## 12-Month Term and Quarterly Principal Maturities

*(dollars rounded to nearest thousand)*

| Date of Investment | Face Value of Investment | Term of Investment | Principal Maturity | Annual Yield (2-6-2023) | 1st Year Earnings <sup>4</sup> |
|--------------------|--------------------------|--------------------|--------------------|-------------------------|--------------------------------|
| 3/1/2023           | 3,750,000                | 3-months           | 5/31/2023          | 4.71%                   | 44,000                         |
| 3/1/2023           | 3,750,000                | 6-months           | 8/31/2023          | 4.89%                   | 92,000                         |
| 3/1/2023           | 3,750,000                | 9-months           | 11/30/2023         | 4.87%                   | 137,000                        |
| 3/1/2023           | 3,750,000                | 12-months          | 2/29/2024          | 4.85%                   | 182,000                        |
|                    | <b>15,000,000</b>        |                    |                    |                         | <b>455,000</b>                 |

| Date of Re-investment <sup>1</sup> | Face Value of Re-investment | Term of Re-investment | Principal Maturity <sup>2</sup> | Annual Yield (2-6-2023) <sup>3</sup> | 1st Year Earnings <sup>45</sup> |
|------------------------------------|-----------------------------|-----------------------|---------------------------------|--------------------------------------|---------------------------------|
| 6/1/2023                           | 3,750,000                   | 12-months             | 5/31/2024                       | 4.85%                                | 136,000                         |
| 9/1/2023                           | 3,750,000                   | 12-months             | 8/31/2024                       | 4.85%                                | 90,000                          |
| 12/1/2023                          | 3,750,000                   | 12-months             | 11/30/2024                      | 4.85%                                | 45,000                          |
|                                    |                             |                       |                                 |                                      | <b>271,000</b>                  |

|                                               |               |                 |
|-----------------------------------------------|---------------|-----------------|
| <b>Gross 1st Year Interest Earnings</b>       | <b>4.84%</b>  | <b>726,000</b>  |
| <b>One-Time Up-Front Expenses<sup>5</sup></b> | <b>-0.17%</b> | <b>(25,750)</b> |
| <b>1st Year Annual Expenses<sup>5</sup></b>   | <b>-0.08%</b> | <b>(12,500)</b> |
| <b>Net 1st Year Interest Earnings</b>         | <b>4.59%</b>  | <b>687,750</b>  |

<sup>1</sup> Re-investment of the proceeds from each maturing Treasury security.

<sup>2</sup> Denotes securities that will also generate interest earnings during year 2.

<sup>3</sup> Re-investment rate as of 2/6/2023; actual re-investment rate will be higher or lower.

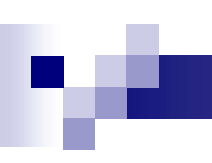
<sup>4</sup> 1st Year Earnings are rounded to the nearest \$1,000.

<sup>5</sup> Excludes on-going annual Bidding Agent fee; please refer to page 11 for a breakdown of all Program Expenses.



## *Advantages of a Laddered Portfolio*

- A laddered portfolio can be created and maintained at relatively low cost and is easy to understand, administer, modify and track performance.
- A laddered portfolio can accommodate whatever principal payment schedule and term structure best align with the City's expected cash flow requirements and liquidity needs.
- Every quarter when a security matures, the City can use those funds for operating expenses, capital outlays, debt service payments, or any other lawful purpose. Alternatively, if the City prefers, those funds can be reinvested in new U.S. Treasury securities.
- A properly structured laddered portfolio is very flexible in that over time as circumstances change the City can increase or decrease the size of its Treasury portfolio or modify the term structure.
- If interest rates rise, the proceeds from each maturing security in the portfolio can be reinvested in new, higher yielding Treasuries. Likewise, if interest rates fall the impact on earnings will be cushioned by the portfolio's blend of higher yielding older securities with lower yielding newer securities.
- If an emergency should occur (e.g. an earthquake) and the City needs to quickly raise a large sum of capital, some or all of the Treasury securities in the portfolio could be liquidated almost immediately, in a matter of days. While in such a sale the prices received may be more or less than the initial cost, liquidating the shortest maturities first can help to minimize any such fluctuations.



## ***Custody Account and Competitive Bidding Process***

### **Custody Account**

All securities in the City's portfolio will be held in trust for the City by its Custody Bank. Only City staff will have access to these funds and only City staff will be authorized to buy or sell investment with City funds.

The Custody Bank will provide the City with monthly and on-line account statements documenting the account holdings, earnings, transactions, etc.

### **Competitive Bidding Process**

To ensure the City pays a competitive price for the securities in its portfolio, the entire portfolio will be competitively bid, much like the competitive RFP process used by the City to purchase other goods and services.

Bidders are given one week to review the bid specifications before bids are due. The bidder that offers to sell the portfolio of securities to the City at the lowest price (or highest yield) is awarded the bid. The winning bidder is then given 3-5 business days to assemble and deliver the portfolio of securities to the Custody Bank.



## *Quarterly Review*

One of the services Wulff, Hansen & Co. provides is that every quarter, approximately 30 days prior to the maturity of each security in the City's portfolio, we will provide you with a written Reinvestment Analysis. The Reinvestment Analysis will include an analysis of potential reinvestment options for the upcoming principal maturity, with a comparative review of Treasury securities vs. LAIF.

The purpose of the Reinvestment Analysis is to evaluate whether the City's portfolio remains properly aligned with its cash flow requirements and liquidity needs, and to make any incremental adjustments to the portfolio that may be necessary or desirable.

Additionally, we will meet with the City in person (or via Zoom at the City's pleasure) each quarter to discuss the City's upcoming cash flow requirements and liquidity needs and whether any modifications to the size or term structure of the City's portfolio are warranted.

## *Estimated Fees*

| <i>Portfolio Size</i>          | <i>≥ \$5 million<br/>&lt; \$10 million</i> | <i>≥ \$10 million<br/>&lt; \$30 million</i> | <i>≥ \$30 million<br/>&lt; \$60 million</i> |
|--------------------------------|--------------------------------------------|---------------------------------------------|---------------------------------------------|
| <b>One-Time Up-Front Fees:</b> |                                            |                                             |                                             |
| Municipal Advisor              | \$12,000                                   | \$17,500                                    | \$25,000                                    |
| Bidding Agent                  | \$5,000                                    | \$7,500                                     | \$10,000                                    |
| Custodian Bank                 | \$750                                      | \$750                                       | \$750                                       |
|                                | <b>\$17,750</b>                            | <b>\$25,750</b>                             | <b>\$35,750</b>                             |
| <b>On-Going Annual Fees:</b>   |                                            |                                             |                                             |
| Municipal Advisor              | \$7,500                                    | \$10,000                                    | \$15,000                                    |
| Custodian Bank <sup>1</sup>    | \$2,500                                    | \$2,500 to \$3,750                          | \$3,750 to \$7,500                          |
| Bidding Agent <sup>2</sup>     | TBD                                        | TBD                                         | TBD                                         |
|                                | <b>\$10,000</b>                            | <b>\$12,500 to \$13,750</b>                 | <b>\$18,750 to \$22,500</b>                 |

<sup>1</sup> *Annual Custodian Bank fee estimated at 1.25 basis points subject to \$2,500 minimum; payable quarterly in arrears.*

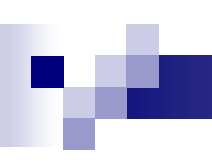
<sup>2</sup> *Annual Bidding Agent fee is estimated; actual fee will depend on the size and frequency of reinvestments.*

### **Notes to Fee Schedule**

All of the one-time up-front fees are fully contingent and payable only upon the delivery of the Portfolio of Treasury securities to the Custodian Bank.

The on-going annual Municipal Advisor fee is payable quarterly in arrears following the delivery of each Quarterly Review (and after each quarterly meeting).

The Municipal Advisor does not receive any form of compensation from any third party; The Municipal Advisor is compensated exclusively by the City.



## ***Proposed Schedule***

**The process of investing in a laddered portfolio of U.S. Treasury securities requires approximately three weeks to complete and includes the following steps:**

- Week 1:** Retain Wulff, Hansen & Co. and select Custodian Bank and Bidding Agent, determine investment amount and cash flow & liquidity parameters;
- Week 2:** Bidding Agent/RIA solicits competitive bids from eligible bidders;
- Week 3:** Winning bidder delivers portfolio of Treasury securities to Custodian Bank.

**The quarterly review process is as follows:**

- Week 1:** Wulff Hansen meets with the City to review its cash flows and liquidity needs for the coming three months;
- Week 2:** Bidding Agent/RIA solicits a bid for re-investing maturing cash flow, if necessary;
- Week 3:** New Treasury security is delivered to Custodian Bank.

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

**Subject:** Adopt Resolution No. 4185 related to the Emergency Work Declaration Regarding the Repair and Restoration of the Water Treatment Plant Clarifiers in Accordance with California Public Contract Code 22025 and 22050

**Meeting Date:** Thursday, April 6, 2023

**From:** Marissa Trejo, City Manager

**Prepared by:** Larry Miller, Public Works & Utilities Coordinator

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## **I. RECOMMENDATION:**

Adopt Resolution No. 4185 related to the Emergency Work Declaration Regarding the Repair and Restoration of the Water Treatment Plant Clarifiers in Accordance with California Public Contract Code 22025 and 22050.

## **II. BACKGROUND:**

In October 2023 it was discovered that gear drives 1A and 1B in basin 1 are leaking a significant amount of oil as evidenced by oil film located at the top of the basin. This issue is what lead to the emergency repair of basin #2 earlier this year. The gear drives are the same age and basin visual inspection the condition of said gear drives are in similar disrepair.

## **III. DISCUSSION:**

Clarifiers are a part of the sedimentation process in water treatment. They are located within large sedimentation basins, of which we have three. They are an integral component of the water treatment process, as they remove particles that have been removed from suspension in the water column. In basin number one, there are two clarifiers that perform this process.

During a routine inspection of the clarifier in basin one, it was found that the internal workings of one of the clarifier drives is beginning to fail. There was also some concern for the second, as they are the same age and of similar construction.

Staff immediately consulted with engineers and located a qualified firm (RSG - proposal attached) who can perform the work under an emergency basis as allowed by California Public Contract Code. The attached resolution must pass with a 4/5ths vote. Should it fail to do so, staff will be required to begin the informal bidding process. This will lengthen the timeline for repair approximately 90 – 120 days resulting in the repair occurring during a peak demand period which could effect water quality leaving the plant.

Should the repair or complete failure occur during peak demand, the consequences would be the following:

- Failure of the sedimentation process, which could result in treatment technique violations.
- Could initiate a chain reaction that would affect treatment quality and potentially fail further metrics monitored by the State.

- Increase in overtime wages to mitigate the potential treatment quality issues related to not having effective sediment removal.

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

Do not adopt Resolution No. 4185, and pursue the completion of the work through the informal bidding process. – NOT RECOMMENDED

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

The cost for the repair is \$132,355.00. This is an unbudgeted expense, and will be taken out of the water enterprise fund. However, the water enterprise does have the cash balance to undertake this effort.

#### **ATTACHMENTS:**

| File Name                                                                                     | Description                                 |
|-----------------------------------------------------------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> Resolution_No._4185_Emergency_Declaration.docx                       | Resolution No. 4185 - Emergency Declaration |
| <input type="checkbox"/> RSG_Drive_Rebuild_Proposal_-_Two_Drives_-_Coalinga__CA_Q124229-A.pdf | RSG Rebuild Proposal Basin #1               |

**RESOLUTION NO. 4185**

**A RESOLUTION THE CITY COUNCIL OF THE CITY OF COALINGA APPROVING AN EMERGENCY  
DECLARATION REGARDING THE REPAIR AND RESTORATION OF THE WATER TREATMENT  
PLANT CLARIFIERS IN ACCORDANCE WITH CALIFORNIA PUBLIC CONTRACT  
CODE §§ 22035 AND 22050**

The City Council of the City of Coalinga does hereby find:

**WHEREAS**, the city's potable water supply is produced through a conventional surface water treatment plant that includes three basins; and

**WHEREAS**, upon inspection of the clarifier arms in basin #1 in October 2023, it was determined that drive units are damaged and require immediate repair causing them to be non- operable; and;

**WHEREAS**, basin #1 must be operational to provide a reliable supply of safe, potable water in compliance with state regulations. Therefore, the existing damaged gears has caused an immediate threat to public health and safety as the City enters the months of increased demand for water where all three basins must be operational; and

**WHEREAS**, in July 2020, the City Council took action for the city to become subject to the Uniform Construction Cost Accounting Act (UCCAA), set out at Public Contract Code §§ 22000-22045; and

**WHEREAS**, the city has received a competent proposal and cost estimate from a qualified contractor for completion of the necessary renovation work at a total cost approaching the maximum allowed under the Uniform Construction Cost Accounting Act, as adopted by the city; and

**WHEREAS**, development of plans, specifications, notices, public bidding and other administrative requirements of the Public Contract Code needed for public bidding of the clarifier renovation work will extend the construction by an additional 90 to 120 days or longer and risk entering peak demand time for the plant; and

**WHEREAS**, completion of the clarifier renovation is immediately needed on an emergency basis to avoid entering peak demand time with only 2 basins which would result in a water supply outage/shortage and health and safety crisis in the community; and

**WHEREAS**, Public Contract Code § 22035 provides that in cases of emergency the City Council, as the governing body of the City of Coalinga, may (and upon compliance with Public Contract Code § 22050) proceed without giving notice of bids to let contracts; and

**WHEREAS**, Public Contract Code § 22035 also provides that the governing body may delegate to the appropriate agency manager the power to declare an emergency and/or proceed with repairs or replacements without approval by the Board; and

**WHEREAS**, Public Contract Code § 22050 provides contracting procedures without giving notice for bids to let contracts for these emergencies; and

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT RESOLVED** by the City Council of the City of Coalinga, that the city hereby adopts the following to be effective immediately and throughout the duration of the water treatment system emergency (clarifier renovations):

1. All of the foregoing recitals are true and correct and are incorporated herein.
2. The Council finds on the basis of the foregoing, including all matter incorporated by reference in the foregoing, that a water supply emergency is facing the city such that the time required for the notice and advertisement for public bids would preclude timely action by the city to complete the clarifier renovations.
3. The City Council finds that due to the water supply emergency, that pursuant to Public Contract Code§ 22035, public bidding to let contracts for clarifier renovation will not be given.
4. The Council shall review the above emergency action pursuant to the requirements of Public Contract Code§ 22050(c).
5. This Resolution is effective immediately upon its adoption.

WHEREFORE, this Resolution was passed and adopted by the City Council of the City of Coalinga on October 19, 2023, by the following vote:

AYES:

NOES:

ABSENT

ABSTAIN:

APPROVED:

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Mayor Horn

ATTEST:

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City Clerk

Rebuild-it Services Group  
A Sentry Equipment Company  
4188 W Nike Drive  
West Jordan, Utah 84088  
[www.rebuild-it.com](http://www.rebuild-it.com)



**RSG**  
Clarifier Experts



**PROPOSAL DATE:** May 26, 2023

**PROPOSAL NUMBER:** Q124229-A

**PREPARED FOR:**

City of Coalinga WTP  
Coalinga, CA  
Attention: Anthony Uribe  
PH: 559-362-6567  
E-Mail: [auribe@coalinga.com](mailto:auribe@coalinga.com)

**SCOPE OF WORK:**

Rebuilding of Walker 42" drive(s) options with labor services.

**PREPARED BY:**

Rebuild-it Services Group  
A Sentry Equipment Company  
4188 West Nike Drive  
West Jordan, Utah 84088  
Terry A. Reyburn  
Direct: (385) 235-6924  
Mobile: (801) 828-5369  
E-Mail: [terry.reyburn@rebuild-it.com](mailto:terry.reyburn@rebuild-it.com)  
Website: [rebuild-it.com](http://rebuild-it.com)

**LOCAL REPRESENTATIVE:**

Crowley Company  
15861 Business Center Drive  
Irwindale, CA 91706  
ATTN: Mike Anderson  
626.277.9942

**PROJECT SUMMARY:**

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal to rebuild existing Walker 42" drive units for an existing 100' x 50' water treatment tank. We are also providing our optional turn-key labor services. Similar to SO # 194966

### DRIVE REBUILD SCOPE OF WORK:

We include the following:

#### Rebuilding of the 42" Walker drive unit(s).

- Disassemble and inspect the drive unit
- Steam clean and evaluate all parts
- Provide an inspection report indicating the condition of the parts and provide a final recommendation for the drive rebuild.
- Blast and clean and all major reused parts for the drive unit; which includes the main gear, base or housing(s), pinion, worm gear, end cap and covers.
- Replace all wear items; such as bearings, seals, gaskets, keys, retaining rings, gauges, site glasses, piping and fasteners.
- Replace motor drive assembly consisting of a ¾ hp gearmotor, chain, guard and sprockets.
- Rebuild the torque control device.
- Machine and polish all re-useable parts as needed.
- Re-assemble, paint, inspect and test the drive unit.
- Painting: Inside and out. (2) coats Tnemec epoxy N69F paint @ 3-5 mils each coat. SSPC-6 blast and metal prep is applied.
- Freight to and from the job site.
- Warranty on parts and workmanship.

Items that are not included:

- Loading and offloading of the drive
- Major components that are typically re-used as part of the rebuild scope. Pinions, gears, housings, shafts and covers will be re-used as part of a standard rebuild. If these items are damaged and cannot be re-used, then the price of these individual components will be added to the order.
- Lubricants (oil to be provided by the customer)

**Note:** This pricing is based on a typical (standard) rebuild and does not include the replacement of major components, i.e. gears, precision bearing, pinion, housings and covers. If any other these items are deemed to be replaced, there will be an additional charge for these item(s).



**RSG DRIVE UNIT PREMIUM THREE LAYER COATING SYSTEM:**

- Rebuild-it's unique coating system provides a durable coating on the drive unit that is superior to what is typically provided. All exterior drive unit surfaces:
- Blast cleaned to SSPC-SP6
- Prime coat: Tnemec Hi-Build Epoxy to a dry film thickness of 4.0 to 6.0 mils. Color: Pencil Gray
- Final coat: UV protected industrial grade polyurethane coating to a dry film thickness of 6.0 mil minimum. Color: Pencil Gray

All interior surface except for machined surfaces and gear faces:

- Power cleaned and then coated with a Tool Crib red insulating varnish.
- All machined surface will be coated with LPS 3 Rust Inhibitor All reducers and motors will have the manufactures standard finish.



**Refurbished Walker Drive Unit by Rebuild-it**

RSG Drive Rebuild Video (click picture below)



**EXCLUDED ITEMS FROM SCOPE OF SUPPLY:**

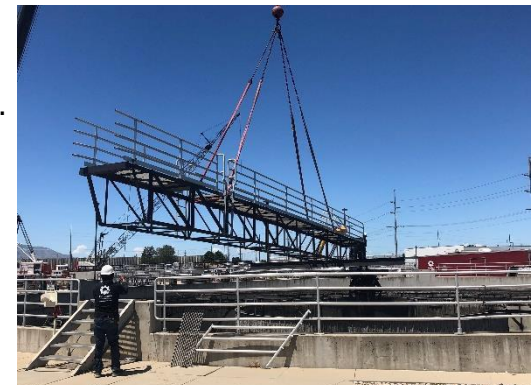
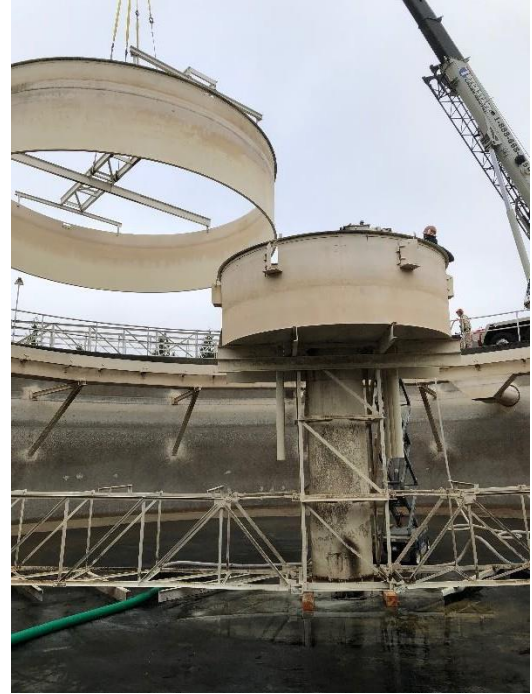
- Electrical controls, mounting plates, brackets, conduit, wiring, mounting channels, light posts, photocells, etc.
- Lubricating oils / greases
- Bi-metallic protection for aluminum handrail, floor plating.
- Parts not mentioned above

**RSG TURN-KEY LABOR SERVICES:**

- The scope of work for this project is as follows:
- Site mobilization and travel time to the job site.
- Removal of bridge and drive units
- Scaffolding to support launders (one tank)
- Transportation of drive to RSG rebuild facility
- Drive Rebuild (as described above)
- Transport back to job site
- Re-Installation of drive unit(s).
- Crane, mats, rigging equipment as needed.
- Rake and drive leveling.
- Touch up paint only
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging.
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in two (2) mobilizations.
- Demobilization of personnel and equipment.
- Field service start-up and check out services.

This proposal excludes the following items:

- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager.
- Overtime premiums or weekend work
- Temp facilities including porta-johns and disposal bins.
- Concrete demolition and/or repair.
- Covered tank or dome: Removal of dome or access panels.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only if needed.
- Prevailing wage
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.
- Lubrication for drive unit.





**PRICING OPTIONS FOR BOTH DRIVES AT THE SAME TIME:**

Pricing to rebuild two (2) drive units as described above.....\$54,457.00

Pricing for turn-key labor services for two (2) drives as described above.....\$77,898.00

Total \$132,355.00

**Note:** based on removing, rebuilding, labor, scaffolding and re-installing both drives at the same time.

Pricing option for a rebuilt worm gear assembly.....\$4,890.00 each (based on inventory at the time of order)

**SCHEDULE:**

Drive Rebuild: 6 weeks (depending on condition of the drives)

Labor services: 1-3 days on site per mobilization.

**Please be sure to reference this quotation number and date on your purchase order.**

**Remit order to:**

Sentry Equipment Company  
P.O. Box 1493  
West Jordan, Utah 84084  
Attention: Candace King, [cking@rebuild-it.com](mailto:cking@rebuild-it.com)

**PRICING AND PAYMENT TERMS:**

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations. The actual lead-times are based on the schedule and inventory at the time of ordering as lead times are subject to change according to the current job schedule.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

**Terms:** If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. If the project exceeds \$50,000.00 for materials, then the payment terms are 50% up front for



engineering and raw materials and 50% due shipment, still net 30 days. The prices are good for 60 days.

**Sales Tax:** No sales taxes, use taxes, or duties have been included in our pricing. We are required to collect sales tax for the following states: Utah, California, and Washington. If you are not tax exempt, please remit taxes directly to the governing authorities.

**Freight:** Prices quoted are F.O.B. shipping point with freight prepaid and shipped to a readily accessible location nearest to the jobsite, unless otherwise indicated, unless otherwise noted. All claims for damage or loss in shipment shall be initiated by purchaser.

**Shipment:** Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

**Field Service:** Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$1,200.00 per day plus expenses.

**Carbon and Stainless-Steel Escalation:** Any material price increase from the proposal date to material procurement that is greater increase from the stated price of more than 5% are herein subject to price escalation. The escalation shall be based on the increase of cost, without additional profit. Any revisions or changes requested by the customer will be priced on a case-by-case basis. The steel pricing and escalations are based on the material index located at [www.steelbb.com](http://www.steelbb.com).

#### **WARRANTY & TERMS AND CONDITIONS:**

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt by RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its

factories or other location designated by it, any part or parts returned to which RSG's examination shall show to have failed under normal use and service by the original user within three (3) years following initial start-up, or three (3) years and six (6) months from shipment to the purchaser, whichever occurs first, unless otherwise mentioned.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.



**This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.**

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures. When buying a drive or drive rebuild, if the drive control has not been hooked up or disabled, the warranty on the drive is not valid. If the recommended or equivalent oil is not used or correct quantity is not applied, it will void the warranty. It is the customers responsibility to grease and lubricate the drives, if this is not done on a regular basis it will void the warranty.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG). RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

### **CONFIDENTIALITY:**

***All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.***

### **TERMS AND CONDITIONS:**

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

**1. SPECIFICATIONS:** RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

**2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

**3. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

**4. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.



**5. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

**6. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

**7. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

**8. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

**9. SHIPMENTS:** Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates. RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

**10. SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

**11. RETURN OF PRODUCTS:** No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

**12. BACK CHARGES:** RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

**13. INDEMNIFICATION:** Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.



## Proposal No. Q124229-A

**14. ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

**15. EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**16. LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

**17. ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

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

**Subject:** Adopt Resolution No. 4186 Directing Staff to Bring All Items Impacting Public Privacy to Council for Consideration and Approval  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Marissa Trejo, City Manager

---

**I. RECOMMENDATION:**

There is no Staff recommendation. This was a Future Agenda Item requested by Councilman Vosburg.

**II. BACKGROUND:**

Council proposed a Resolution be drafted directing staff to bring all items impacting public privacy to Council for their consideration and approval.

**III. DISCUSSION:**

The drafted Resolution is attached.

**IV. ALTERNATIVES:**

Do not adopt the Resolution.

**V. FISCAL IMPACT:**

None.

**ATTACHMENTS:**

| File Name                                                                                                                                                                                              | Description            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
|  RESO#4186_Directing_Staff_to_Bring_All_Items_Impacting_Public_Safety_to_CC_for_Consideration___Approval_101923.pdf | Resolution No.<br>4186 |

**RESOLUTION NO. 4186**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA DIRECTING STAFF TO  
BRING ALL ITEMS IMPACTING PUBLIC PRIVACY TO COUNCIL FOR CONSIDERATION AND  
APPROVAL**

**WHEREAS**, the City Council of the City of Coalinga, in an effort to maintain transparency and to protect the public's right to privacy, desires to require staff to bring any items that impact the public's privacy to Council for consideration and approval.

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

1. The recitals above are found to be true and correct.
2. The City Council hereby directs staff to bring all items impacting the public's privacy to Council for consideration and approval.

**PASSED AND ADOPTED** by the City Council of the City of Coalinga at its regular meeting held on this **19th of October, 2023**, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

---

James Horn, Mayor

ATTEST:

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Shannon Jensen, City Clerk

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

**Subject:** Adopt Resolution No. 4187 Adopting a Building Permit Investigation Fee Policy  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Sean Brewer, Assistant City Manager

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## I. RECOMMENDATION:

It is recommended that the City Council adopts the Building Permit Investigation Fee Policy. By doing so, the city can better recover the costs associated with building permit investigations and ensure that those responsible for violations contribute to the cost of enforcing compliance.

## II. BACKGROUND:

The purpose of this staff report is to present information and a recommendation for the adoption of a Building Permit Investigation Fee Policy. This policy outlines the procedures and guidelines for assessing and collecting fees related to building permit investigations within the city of Coalinga.

## III. DISCUSSION:

The Building Permit Investigation Fee applies to all individuals, entities, contractors, homeowners, or any party undertaking construction activities within the jurisdiction of City of Coalinga. It is applicable to any work initiated on a building, structure, electrical, gas, mechanical, or plumbing system without obtaining the required permits and approvals beforehand.

The effective administration of building permit investigations is essential to ensure public safety, compliance with building codes, and the orderly development of our community. While the city incurs costs related to investigations, a transparent and fair fee policy can help recover these costs and promote responsible development.

## IV. ALTERNATIVES:

Do not adopt Resolution No. 4187.

## V. FISCAL IMPACT:

Increase reimbursement for staff time related to building permit investigations. The Building Permit Investigation Fee shall be equivalent to 100% of the standard building permit fee that would have been applicable if the appropriate permits were obtained prior to the commencement of the construction work.

### ATTACHMENTS:

| File Name                                       | Description                               |
|-------------------------------------------------|-------------------------------------------|
| ☐ Resolution_4187_+Investigation_Fee_Policy.pdf | Resolution 4187 +Investigation Fee Policy |

## **RESOLUTION NO. 4187**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALNIGA ADOPTING A BUILDING PERMIT INVESTIGATION FEE POLICY**

WHEREAS, the City Council of the City of Coalinga recognizes the importance of ensuring public safety, adherence to building codes, and the orderly development of our city; and

WHEREAS, it is essential to establish a clear and consistent procedure for investigating building permit violations to protect the well-being of our citizens and the integrity of our community; and

WHEREAS, a Building Permit Investigation Fee Policy will promote transparency, fairness, and efficiency in the handling of permit violations and their enforcement;

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

#### **SECTION 1: PURPOSE**

This fee policy is established when the procedures and guidelines for investigating building permit violations within the city limits of Coalinga are required, in order to protect public safety, uphold building codes, and ensure orderly development as incorporated in Exhibit A.

#### **SECTION 2: EFFECTIVE DATE**

This resolution shall take effect immediately upon adoption.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the 19<sup>th</sup> day of October 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

---

Mayor/Mayor Pro-Tem

ATTEST:

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City Clerk/Deputy City Clerk

## Exhibit A – Building Permit Investigation Fee Policy

**CITY OF COALINGA**  
**ADMINISTRATIVE POLICY ON**  
**BUILDING PERMIT INVESTIGATION FEE POLICY**

**Purpose:**

The purpose of this policy is to establish a Building Permit Investigation Fee that is applicable to any construction, renovation, alteration, or modification work commenced on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits and approvals. This fee aims to encourage compliance with building regulations, ensure public safety, and deter unauthorized construction activities.

**Policy Statement:**

**1. Applicability:**

The Building Permit Investigation Fee applies to all individuals, entities, contractors, homeowners, or any party undertaking construction activities within the jurisdiction of City of Coalinga. It is applicable to any work initiated on a building, structure, electrical, gas, mechanical, or plumbing system without obtaining the required permits and approvals beforehand.

**2. Fee Amount:**

The Building Permit Investigation Fee shall be equivalent to 100% of the standard building permit fee that would have been applicable if the appropriate permits were obtained prior to the commencement of the construction work.

**3. Purpose of the Fee:**

The Building Permit Investigation Fee is designed to serve several purposes, including but not limited to:

- a. Encouraging Compliance: By imposing a substantial fee, the policy aims to motivate individuals and entities to adhere to the necessary building regulations and obtain the required permits before commencing construction activities.
- b. Ensuring Public Safety: Unapproved construction work can pose significant risks to public safety and may not adhere to necessary standards. The fee helps in ensuring that all construction activities are subject to thorough inspection and meet relevant safety codes.
- c. Deterring Unauthorized Construction: The fee acts as a deterrent against unauthorized construction, as the additional financial burden discourages individuals from attempting to evade the permit process.

#### 4. Fee Collection:

The Building Permit Investigation Fee shall be collected by the City of Coalinga from the responsible party who initiated the unauthorized construction or alteration. The fee will be assessed in addition to the regular building permit fee and must be paid promptly to the relevant department responsible for building permits.

#### 5. Investigation Process:

Upon receiving information or evidence of unauthorized construction or alteration, the City of Coalinga will conduct a thorough investigation to verify the claim. If it is found that construction work has indeed commenced without obtaining the required permits and approvals, the responsible party will be notified about the violation and the corresponding Building Permit Investigation Fee.

#### 6. Policy Review:

This policy shall be reviewed periodically to ensure its effectiveness and appropriateness. Any necessary updates or modifications will be made in consultation with relevant stakeholders and in compliance with local regulations.

Compliance with this policy is mandatory, and failure to comply may result in legal actions or other penalties as permitted by the governing laws.

This policy shall be communicated to all relevant stakeholders, including staff, contractors, and the general public, to ensure awareness and understanding of the Building Permit Investigation Fee.

Adopted by the City Council on October 19, 2023 - Resolution No. 4187

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

**Subject:** Adopt Resolution No. 4188 Amending the Fire Pay Scale  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Marissa Trejo, City Manager

---

**I. RECOMMENDATION:**

City Manager recommends Council Adopt Resolution No. 4188 Amending the Fire Pay Scale

**II. BACKGROUND:**

This Pay Scale coincides with the language agreed upon in the Memorandum of Understanding (MOU) between the City of Coalinga and the International Association of Firefighters, AFL-CIO, Local 2305, approved by Council during the September 7, 2023, City Council Meeting.

**III. DISCUSSION:**

This Pay Scale was mistakenly left off as an attachment to the MOU and outlines the language agreed upon within the document.

**IV. ALTERNATIVES:**

None. The pay increase was already approved. This pay scale is reflective of the agreed upon wage increases.

**V. FISCAL IMPACT:**

No new fiscal impact not already approved.

**ATTACHMENTS:**

|   | File Name                    | Description |
|---|------------------------------|-------------|
| □ | Fire_Pay_Scales_10.19.23.pdf | Pay Scales  |
| □ | Res_4188_Fire_Pay_Scale.doc  | Resolution  |

# CITY OF COALINGA

## Fire Pay Scale (Sworn)

Effective: September 11, 2023

Approved: October 19, 2023

Revised: October 19, 2023

| Grade     | Position              | Step A       | Step B       | Step C       | Step D       | Step E        | Step F        |
|-----------|-----------------------|--------------|--------------|--------------|--------------|---------------|---------------|
| <b>17</b> | Firefighter/EMT       |              |              |              |              |               |               |
|           | Annually              | \$ 58,793.46 | \$ 61,733.14 | \$ 64,819.79 | \$ 68,060.78 | \$ 71,463.82  | \$ 75,037.01  |
|           | Monthly               | \$ 4,899.46  | \$ 5,144.43  | \$ 5,401.65  | \$ 5,671.73  | \$ 5,955.32   | \$ 6,253.08   |
|           | Bi-Weekly             | \$ 2,261.29  | \$ 2,374.35  | \$ 2,493.07  | \$ 2,617.72  | \$ 2,748.61   | \$ 2,886.04   |
|           | Hourly                | \$ 20.1901   | \$ 21.1996   | \$ 22.2595   | \$ 23.3725   | \$ 24.5411    | \$ 25.7682    |
| <b>18</b> |                       |              |              |              |              |               |               |
|           | Annually              | \$ 61,733.14 | \$ 64,819.79 | \$ 68,060.78 | \$ 71,463.82 | \$ 75,037.01  | \$ 78,788.86  |
|           | Monthly               | \$ 5,144.43  | \$ 5,401.65  | \$ 5,671.73  | \$ 5,955.32  | \$ 6,253.08   | \$ 6,565.74   |
|           | Bi-Weekly             | \$ 2,374.35  | \$ 2,493.07  | \$ 2,617.72  | \$ 2,748.61  | \$ 2,886.04   | \$ 3,030.34   |
|           | Hourly                | \$ 21.1996   | \$ 22.2595   | \$ 23.3725   | \$ 24.5411   | \$ 25.7682    | \$ 27.0566    |
| <b>19</b> | Firefighter/Paramedic |              |              |              |              |               |               |
|           | Annually              | \$ 64,819.79 | \$ 68,060.78 | \$ 71,463.82 | \$ 75,037.01 | \$ 78,788.86  | \$ 82,728.31  |
|           | Monthly               | \$ 5,401.65  | \$ 5,671.73  | \$ 5,955.32  | \$ 6,253.08  | \$ 6,565.74   | \$ 6,894.03   |
|           | Bi-Weekly             | \$ 2,493.07  | \$ 2,617.72  | \$ 2,748.61  | \$ 2,886.04  | \$ 3,030.34   | \$ 3,181.86   |
|           | Hourly                | \$ 22.2595   | \$ 23.3725   | \$ 24.5411   | \$ 25.7682   | \$ 27.0566    | \$ 28.4094    |
| <b>20</b> |                       |              |              |              |              |               |               |
|           | Annually              | \$ 68,060.78 | \$ 71,463.82 | \$ 75,037.01 | \$ 78,788.86 | \$ 82,728.31  | \$ 86,864.72  |
|           | Monthly               | \$ 5,671.73  | \$ 5,955.32  | \$ 6,253.08  | \$ 6,565.74  | \$ 6,894.03   | \$ 7,238.73   |
|           | Bi-Weekly             | \$ 2,617.72  | \$ 2,748.61  | \$ 2,886.04  | \$ 3,030.34  | \$ 3,181.86   | \$ 3,340.95   |
|           | Hourly                | \$ 23.3725   | \$ 24.5411   | \$ 25.7682   | \$ 27.0566   | \$ 28.4094    | \$ 29.8299    |
| <b>21</b> |                       |              |              |              |              |               |               |
|           | Annually              | \$ 71,463.82 | \$ 75,037.01 | \$ 78,788.86 | \$ 82,728.31 | \$ 86,864.72  | \$ 91,207.96  |
|           | Monthly               | \$ 5,955.32  | \$ 6,253.08  | \$ 6,565.74  | \$ 6,894.03  | \$ 7,238.73   | \$ 7,600.66   |
|           | Bi-Weekly             | \$ 2,748.61  | \$ 2,886.04  | \$ 3,030.34  | \$ 3,181.86  | \$ 3,340.95   | \$ 3,508.00   |
|           | Hourly                | \$ 24.5411   | \$ 25.7682   | \$ 27.0566   | \$ 28.4094   | \$ 29.8299    | \$ 31.3214    |
| <b>22</b> | Fire Engineer         |              |              |              |              |               |               |
|           | Annually              | \$ 75,037.01 | \$ 78,788.86 | \$ 82,728.31 | \$ 86,864.72 | \$ 91,207.96  | \$ 95,768.36  |
|           | Monthly               | \$ 6,253.08  | \$ 6,565.74  | \$ 6,894.03  | \$ 7,238.73  | \$ 7,600.66   | \$ 7,980.70   |
|           | Bi-Weekly             | \$ 2,886.04  | \$ 3,030.34  | \$ 3,181.86  | \$ 3,340.95  | \$ 3,508.00   | \$ 3,683.40   |
|           | Hourly                | \$ 25.7682   | \$ 27.0566   | \$ 28.4094   | \$ 29.8299   | \$ 31.3214    | \$ 32.8875    |
| <b>23</b> |                       |              |              |              |              |               |               |
|           | Annually              | \$ 78,788.86 | \$ 82,728.31 | \$ 86,864.72 | \$ 91,207.96 | \$ 95,768.36  | \$ 100,556.77 |
|           | Monthly               | \$ 6,565.74  | \$ 6,894.03  | \$ 7,238.73  | \$ 7,600.66  | \$ 7,980.70   | \$ 8,379.73   |
|           | Bi-Weekly             | \$ 3,030.34  | \$ 3,181.86  | \$ 3,340.95  | \$ 3,508.00  | \$ 3,683.40   | \$ 3,867.57   |
|           | Hourly                | \$ 27.0566   | \$ 28.4094   | \$ 29.8299   | \$ 31.3214   | \$ 32.8875    | \$ 34.5319    |
| <b>24</b> | Fire Captain          |              |              |              |              |               |               |
|           | Annually              | \$ 82,728.31 | \$ 86,864.72 | \$ 91,207.96 | \$ 95,768.36 | \$ 100,556.77 | \$ 105,584.61 |
|           | Monthly               | \$ 6,894.03  | \$ 7,238.73  | \$ 7,600.66  | \$ 7,980.70  | \$ 8,379.73   | \$ 8,798.72   |
|           | Bi-Weekly             | \$ 3,181.86  | \$ 3,340.95  | \$ 3,508.00  | \$ 3,683.40  | \$ 3,867.57   | \$ 4,060.95   |
|           | Hourly                | \$ 28.4094   | \$ 29.8299   | \$ 31.3214   | \$ 32.8875   | \$ 34.5319    | \$ 36.2585    |

# CITY OF COALINGA

## Fire Pay Scale (Sworn)

Effective: October 1, 2024

Approved: October 19, 2023

Revised: October 19, 2023

| Grade     | Position              | Step A       | Step B       | Step C       | Step D       | Step E        | Step F        |
|-----------|-----------------------|--------------|--------------|--------------|--------------|---------------|---------------|
| <b>17</b> | Firefighter/EMT       |              |              |              |              |               |               |
|           | Annually              | \$ 59,969.33 | \$ 62,967.80 | \$ 66,116.19 | \$ 69,422.00 | \$ 72,893.10  | \$ 76,537.75  |
|           | Monthly               | \$ 4,997.44  | \$ 5,247.32  | \$ 5,509.68  | \$ 5,785.17  | \$ 6,074.42   | \$ 6,378.15   |
|           | Bi-Weekly             | \$ 2,306.51  | \$ 2,421.84  | \$ 2,542.93  | \$ 2,670.08  | \$ 2,803.58   | \$ 2,943.76   |
|           | Hourly                | \$ 20.5939   | \$ 21.6236   | \$ 22.7047   | \$ 23.8400   | \$ 25.0320    | \$ 26.2836    |
| <b>18</b> |                       |              |              |              |              |               |               |
|           | Annually              | \$ 62,967.80 | \$ 66,116.19 | \$ 69,422.00 | \$ 72,893.10 | \$ 76,537.75  | \$ 80,364.64  |
|           | Monthly               | \$ 5,247.32  | \$ 5,509.68  | \$ 5,785.17  | \$ 6,074.42  | \$ 6,378.15   | \$ 6,697.05   |
|           | Bi-Weekly             | \$ 2,421.84  | \$ 2,542.93  | \$ 2,670.08  | \$ 2,803.58  | \$ 2,943.76   | \$ 3,090.95   |
|           | Hourly                | \$ 21.6236   | \$ 22.7047   | \$ 23.8400   | \$ 25.0320   | \$ 26.2836    | \$ 27.5977    |
| <b>19</b> | Firefighter/Paramedic |              |              |              |              |               |               |
|           | Annually              | \$ 66,116.19 | \$ 69,422.00 | \$ 72,893.10 | \$ 76,537.75 | \$ 80,364.64  | \$ 84,382.87  |
|           | Monthly               | \$ 5,509.68  | \$ 5,785.17  | \$ 6,074.42  | \$ 6,378.15  | \$ 6,697.05   | \$ 7,031.91   |
|           | Bi-Weekly             | \$ 2,542.93  | \$ 2,670.08  | \$ 2,803.58  | \$ 2,943.76  | \$ 3,090.95   | \$ 3,245.50   |
|           | Hourly                | \$ 22.7047   | \$ 23.8400   | \$ 25.0320   | \$ 26.2836   | \$ 27.5977    | \$ 28.9776    |
| <b>20</b> |                       |              |              |              |              |               |               |
|           | Annually              | \$ 69,422.00 | \$ 72,893.10 | \$ 76,537.75 | \$ 80,364.64 | \$ 84,382.87  | \$ 88,602.02  |
|           | Monthly               | \$ 5,785.17  | \$ 6,074.42  | \$ 6,378.15  | \$ 6,697.05  | \$ 7,031.91   | \$ 7,383.50   |
|           | Bi-Weekly             | \$ 2,670.08  | \$ 2,803.58  | \$ 2,943.76  | \$ 3,090.95  | \$ 3,245.50   | \$ 3,407.77   |
|           | Hourly                | \$ 23.8400   | \$ 25.0320   | \$ 26.2836   | \$ 27.5977   | \$ 28.9776    | \$ 30.4265    |
| <b>21</b> |                       |              |              |              |              |               |               |
|           | Annually              | \$ 72,893.10 | \$ 76,537.75 | \$ 80,364.64 | \$ 84,382.87 | \$ 88,602.02  | \$ 93,032.12  |
|           | Monthly               | \$ 6,074.42  | \$ 6,378.15  | \$ 6,697.05  | \$ 7,031.91  | \$ 7,383.50   | \$ 7,752.68   |
|           | Bi-Weekly             | \$ 2,803.58  | \$ 2,943.76  | \$ 3,090.95  | \$ 3,245.50  | \$ 3,407.77   | \$ 3,578.16   |
|           | Hourly                | \$ 25.0320   | \$ 26.2836   | \$ 27.5977   | \$ 28.9776   | \$ 30.4265    | \$ 31.9478    |
| <b>22</b> | Fire Engineer         |              |              |              |              |               |               |
|           | Annually              | \$ 76,537.75 | \$ 80,364.64 | \$ 84,382.87 | \$ 88,602.02 | \$ 93,032.12  | \$ 97,683.72  |
|           | Monthly               | \$ 6,378.15  | \$ 6,697.05  | \$ 7,031.91  | \$ 7,383.50  | \$ 7,752.68   | \$ 8,140.31   |
|           | Bi-Weekly             | \$ 2,943.76  | \$ 3,090.95  | \$ 3,245.50  | \$ 3,407.77  | \$ 3,578.16   | \$ 3,757.07   |
|           | Hourly                | \$ 26.2836   | \$ 27.5977   | \$ 28.9776   | \$ 30.4265   | \$ 31.9478    | \$ 33.5452    |
| <b>23</b> |                       |              |              |              |              |               |               |
|           | Annually              | \$ 80,364.64 | \$ 84,382.87 | \$ 88,602.02 | \$ 93,032.12 | \$ 97,683.72  | \$ 102,567.91 |
|           | Monthly               | \$ 6,697.05  | \$ 7,031.91  | \$ 7,383.50  | \$ 7,752.68  | \$ 8,140.31   | \$ 8,547.33   |
|           | Bi-Weekly             | \$ 3,090.95  | \$ 3,245.50  | \$ 3,407.77  | \$ 3,578.16  | \$ 3,757.07   | \$ 3,944.92   |
|           | Hourly                | \$ 27.5977   | \$ 28.9776   | \$ 30.4265   | \$ 31.9478   | \$ 33.5452    | \$ 35.2225    |
| <b>24</b> | Fire Captain          |              |              |              |              |               |               |
|           | Annually              | \$ 84,382.87 | \$ 88,602.02 | \$ 93,032.12 | \$ 97,683.72 | \$ 102,567.91 | \$ 107,696.30 |
|           | Monthly               | \$ 7,031.91  | \$ 7,383.50  | \$ 7,752.68  | \$ 8,140.31  | \$ 8,547.33   | \$ 8,974.69   |
|           | Bi-Weekly             | \$ 3,245.50  | \$ 3,407.77  | \$ 3,578.16  | \$ 3,757.07  | \$ 3,944.92   | \$ 4,142.17   |
|           | Hourly                | \$ 28.9776   | \$ 30.4265   | \$ 31.9478   | \$ 33.5452   | \$ 35.2225    | \$ 36.9836    |

# CITY OF COALINGA

## Fire Pay Scale (Sworn)

Effective: October 1, 2025

Approved: October 19, 2023

Revised: October 19, 2023

| Grade     | Position              | Step A       | Step B       | Step C       | Step D       | Step E        | Step F        |
|-----------|-----------------------|--------------|--------------|--------------|--------------|---------------|---------------|
| <b>17</b> | Firefighter/EMT       |              |              |              |              |               |               |
|           | Annually              | \$ 61,168.72 | \$ 64,227.15 | \$ 67,438.51 | \$ 70,810.44 | \$ 74,350.96  | \$ 78,068.51  |
|           | Monthly               | \$ 5,097.39  | \$ 5,352.26  | \$ 5,619.88  | \$ 5,900.87  | \$ 6,195.91   | \$ 6,505.71   |
|           | Bi-Weekly             | \$ 2,352.64  | \$ 2,470.28  | \$ 2,593.79  | \$ 2,723.48  | \$ 2,859.65   | \$ 3,002.63   |
|           | Hourly                | \$ 21.0057   | \$ 22.0560   | \$ 23.1588   | \$ 24.3168   | \$ 25.5326    | \$ 26.8092    |
| <b>18</b> |                       |              |              |              |              |               |               |
|           | Annually              | \$ 64,227.15 | \$ 67,438.51 | \$ 70,810.44 | \$ 74,350.96 | \$ 78,068.51  | \$ 81,971.93  |
|           | Monthly               | \$ 5,352.26  | \$ 5,619.88  | \$ 5,900.87  | \$ 6,195.91  | \$ 6,505.71   | \$ 6,830.99   |
|           | Bi-Weekly             | \$ 2,470.28  | \$ 2,593.79  | \$ 2,723.48  | \$ 2,859.65  | \$ 3,002.63   | \$ 3,152.77   |
|           | Hourly                | \$ 22.0560   | \$ 23.1588   | \$ 24.3168   | \$ 25.5326   | \$ 26.8092    | \$ 28.1497    |
| <b>19</b> | Firefighter/Paramedic |              |              |              |              |               |               |
|           | Annually              | \$ 67,438.51 | \$ 70,810.44 | \$ 74,350.96 | \$ 78,068.51 | \$ 81,971.93  | \$ 86,070.53  |
|           | Monthly               | \$ 5,619.88  | \$ 5,900.87  | \$ 6,195.91  | \$ 6,505.71  | \$ 6,830.99   | \$ 7,172.54   |
|           | Bi-Weekly             | \$ 2,593.79  | \$ 2,723.48  | \$ 2,859.65  | \$ 3,002.63  | \$ 3,152.77   | \$ 3,310.41   |
|           | Hourly                | \$ 23.1588   | \$ 24.3168   | \$ 25.5326   | \$ 26.8092   | \$ 28.1497    | \$ 29.5572    |
| <b>20</b> |                       |              |              |              |              |               |               |
|           | Annually              | \$ 70,810.44 | \$ 74,350.96 | \$ 78,068.51 | \$ 81,971.93 | \$ 86,070.53  | \$ 90,374.06  |
|           | Monthly               | \$ 5,900.87  | \$ 6,195.91  | \$ 6,505.71  | \$ 6,830.99  | \$ 7,172.54   | \$ 7,531.17   |
|           | Bi-Weekly             | \$ 2,723.48  | \$ 2,859.65  | \$ 3,002.63  | \$ 3,152.77  | \$ 3,310.41   | \$ 3,475.93   |
|           | Hourly                | \$ 24.3168   | \$ 25.5326   | \$ 26.8092   | \$ 28.1497   | \$ 29.5572    | \$ 31.0350    |
| <b>21</b> |                       |              |              |              |              |               |               |
|           | Annually              | \$ 74,350.96 | \$ 78,068.51 | \$ 81,971.93 | \$ 86,070.53 | \$ 90,374.06  | \$ 94,892.76  |
|           | Monthly               | \$ 6,195.91  | \$ 6,505.71  | \$ 6,830.99  | \$ 7,172.54  | \$ 7,531.17   | \$ 7,907.73   |
|           | Bi-Weekly             | \$ 2,859.65  | \$ 3,002.63  | \$ 3,152.77  | \$ 3,310.41  | \$ 3,475.93   | \$ 3,649.72   |
|           | Hourly                | \$ 25.5326   | \$ 26.8092   | \$ 28.1497   | \$ 29.5572   | \$ 31.0350    | \$ 32.5868    |
| <b>22</b> | Fire Engineer         |              |              |              |              |               |               |
|           | Annually              | \$ 78,068.51 | \$ 81,971.93 | \$ 86,070.53 | \$ 90,374.06 | \$ 94,892.76  | \$ 99,637.40  |
|           | Monthly               | \$ 6,505.71  | \$ 6,830.99  | \$ 7,172.54  | \$ 7,531.17  | \$ 7,907.73   | \$ 8,303.12   |
|           | Bi-Weekly             | \$ 3,002.63  | \$ 3,152.77  | \$ 3,310.41  | \$ 3,475.93  | \$ 3,649.72   | \$ 3,832.21   |
|           | Hourly                | \$ 26.8092   | \$ 28.1497   | \$ 29.5572   | \$ 31.0350   | \$ 32.5868    | \$ 34.2161    |
| <b>23</b> |                       |              |              |              |              |               |               |
|           | Annually              | \$ 81,971.93 | \$ 86,070.53 | \$ 90,374.06 | \$ 94,892.76 | \$ 99,637.40  | \$ 104,619.27 |
|           | Monthly               | \$ 6,830.99  | \$ 7,172.54  | \$ 7,531.17  | \$ 7,907.73  | \$ 8,303.12   | \$ 8,718.27   |
|           | Bi-Weekly             | \$ 3,152.77  | \$ 3,310.41  | \$ 3,475.93  | \$ 3,649.72  | \$ 3,832.21   | \$ 4,023.82   |
|           | Hourly                | \$ 28.1497   | \$ 29.5572   | \$ 31.0350   | \$ 32.5868   | \$ 34.2161    | \$ 35.9269    |
| <b>24</b> | Fire Captain          |              |              |              |              |               |               |
|           | Annually              | \$ 86,070.53 | \$ 90,374.06 | \$ 94,892.76 | \$ 99,637.40 | \$ 104,619.27 | \$ 109,850.23 |
|           | Monthly               | \$ 7,172.54  | \$ 7,531.17  | \$ 7,907.73  | \$ 8,303.12  | \$ 8,718.27   | \$ 9,154.19   |
|           | Bi-Weekly             | \$ 3,310.41  | \$ 3,475.93  | \$ 3,649.72  | \$ 3,832.21  | \$ 4,023.82   | \$ 4,225.01   |
|           | Hourly                | \$ 29.5572   | \$ 31.0350   | \$ 32.5868   | \$ 34.2161   | \$ 35.9269    | \$ 37.7233    |

**RESOLUTION NO. 4188**

**A RESOLUTION TO REVISE CITY OF COALINGA FIRE PAY SCALE**

**WHEREAS**, the governing body of the City of Coalinga is authorized to prepare, install, revise and maintain a position classification and compensation plan covering all positions in the competitive service;

**NOW, THEREFORE, BE IT RESOLVED,**

- I. That the City Council of the City of Coalinga hereby established pay scales for all employees in all classifications of employment described on the Fire Pay Scale to be revised effective September 11, 2023.

The foregoing resolution was approved and adopted at a meeting of the City Council of the City of Coalinga held on the 19 day of October, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

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

**Subject:** Introduce and Waive First Reading of Ordinance No. 863 (Disqualification of Contractors for Public Works Projects)  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Sean Brewer, Assistant City Manager

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## I. RECOMMENDATION:

Staff Recommends that the City Council Introduce and Waive the First Reading of Ordinance No. 863 (Disqualification of Contractors for Public Works Projects).

## II. BACKGROUND:

There are instances where a contractor may be disqualified from being awarded a bid for public works projects due to several factors. In order to facilitate this process, when appropriate, the City Attorney has drafted language related to determining disqualification, process and appeals if requested.

## III. DISCUSSION:

Disqualification is the action taken by the City to disqualify, suspend, prohibit, debar or render a person ineligible to bid upon, solicit, be awarded or perform public contracts or any portion thereof. Section 7-9.104 establishes the grounds for such a disqualification. This can range from, but not limited to, fraud, bid rigging, and providing inaccurate or misleading information. The attached ordinance also includes procedures for disqualification, and appeals should a bidder contest the disqualification.

## IV. ALTERNATIVES:

Do not introduce and waive the first reading of Ordinance No. 863.

## V. FISCAL IMPACT:

There is no fiscal impact identified at this time.

### ATTACHMENTS:

| File Name                                            | Description       |
|------------------------------------------------------|-------------------|
| Ordinance_No._863_-_Contractor_Disqualification.docx | Ordinance No. 863 |

**ORDINANCE NO. 863**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA ADDING CHAPTER 9 TO  
TITLE 7 OF THE COALINGA MUNICIPAL CODE RELATED TO DISQUALIFICATION OF  
CONTRACTORS FOR PUBLIC WORKS PROJECTS**

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

**Section 1. Chapter 9 of Title 7 Public Works is added to read as follows:**

**CHAPTER 9. – DISQUALIFICATION OF CONTRACTORS FOR PUBLIC WORKS PROJECTS**

**Sec. 7-9.101 - Application.**

This chapter shall apply to all contracts awarded by or entered into by the City, including, without limitation, purchases, contracts or leases for supplies, materials or equipment; contracts for professional and nonprofessional services; contracts for public works or construction projects; and contracts with insurance or surety companies issuing insurance policies or bonds for city public works or construction projects, city-sponsored events or privately-sponsored events at city facilities. The provisions of this chapter are intended to determine in advance of submittal of bids or proposals on city contracts whether a person has the necessary qualifications, fitness, capacity, integrity and trustworthiness to perform city contracts. Nothing in this chapter shall limit the city's ability to determine prior to or at the time of contract award whether a bid or proposal is responsive to the city's solicitation for bids or proposals and whether the person submitting the bid or proposal has the requisite qualifications, fitness, capacity, trustworthiness and integrity needed to perform the contract.

**Section 7-9.102 - Definitions.**

For the purposes of this chapter, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein:

"Affiliates" shall mean one person directly or indirectly controls or has the power to control or influence the decision making of the other; a third person controls or has the power to control or influence the decision making of both; or the person(s) has the same or overlapping management, ownership or one or more of the same principals as the other person. Indicia of control include, but are not limited to: interlocking management or ownership, identity of interests among family members, shared facilities and equipment or common use of employees.

"City Manager" shall mean the City Manager of the City or his or her designee.

“Contract” shall mean but not be limited to city contracts, leases, licenses, agreements, purchase orders or lease-purchase agreements for the acquisition of supplies, materials or equipment; professional or nonprofessional services; public works or construction projects; insurance policies or bonds provided in connection with a public works or construction project, a city-sponsored activity or event or a privately-sponsored activity or event at a city-owned, operated or controlled facility; and other goods and services.

“Disqualification” shall mean the action taken pursuant to this chapter or by another local, state or federal agency, to disqualify, suspend, prohibit, debar or render a person ineligible to bid upon, solicit, be awarded or perform public contracts or any portion thereof.

“Hearing Officer” shall mean the person appointed by the City Manager to administer the disqualification procedures set forth in this chapter.

“Person” shall mean any person, individual, group, association, firm, corporation, partnership, joint venture company, sole proprietorship, or other entity.

“Predecessor-in-Interest” shall mean a person whose rights, property, or assets and/or debts or obligations are acquired or assumed by another person.

“Principal” shall mean any officer, director, owner, partner, joint venturer, shareholder, responsible managing officer, responsible managing employee or person with primary management or supervisory responsibilities, including any person who has a substantial influence or substantive control over performance of a contract.

“Public Contract” shall mean any contract, lease, license, agreement, purchase order or lease-purchase agreement that is awarded or entered into by any federal, state or local agency, including the city, or any insurance policy or bond provided in connection with a government public works or construction project, government-sponsored activity or event or privately sponsored activity or event at a government-owned, operated or controlled facility.

“Successor-in-Interest” shall mean a person who acquires the rights, property, or assets and/or assumes the debts or obligations of another person.

#### **Sec. 7-9.102 - Disqualification: Effect.**

Notwithstanding any other provision of this code:

(a) The Hearing Officer may disqualify or prohibit any person, or any principal, affiliate, or successor-in-interest thereof, from bidding upon, soliciting, or being awarded any contract with the city or from being a subcontractor, supplier, insurer or surety at any tier upon such contract, in accordance with the procedures established by this chapter.

(b) During the time period that a disqualification pursuant to this chapter is in effect for any person, the city shall not accept bids or proposals from, contract with or allow performance of all or any portion of a city contract including, but not limited to, subcontracts, supply contracts, insurance or surety agreements, by any person who has been disqualified in accordance with this chapter.

(c) During the time period that a disqualification of any person by a local, state or federal agency is in effect, the city shall not accept bids, solicitations or proposals from, contract with or allow performance of subcontracts, material or supply contracts, insurance or surety agreements, by such person, whether or not such person has been disqualified by the city pursuant to this chapter.

#### **Sec. 7-9.103 - Notice.**

Whenever notice is required to be given under this chapter, it shall be deemed effective on the day such notice is either personally delivered or deposited in the United States Mail, first class postage prepaid and addressed to the last known address of the person to be notified.

#### **Sec. 7-9.104 - Grounds for Disqualification.**

Disqualification may be imposed on a person by the Hearing Officer in accordance with the procedures established by this chapter on one or more of the following grounds:

(a) Commission by such person of any act of:

(1) Fraud, bribery, collusion or conspiracy;

(2) Bid rigging, price fixing or any other act in violation of any local, state or federal law in connection with the bidding upon, solicitation, award or performance of any public contract; or

(3) Embezzlement, theft, forgery, falsification or fabrication of records, moral turpitude or perjury.

(b) Commission of any act indicating a lack of integrity or honesty.

(c) Submission of a bid, proposal, insurance policy, bond, guarantee or other document that is known, or should be known, by such person to be false, misleading or nonmeritorious or to contain false information, or is determined to be a deliberate attempt to circumvent the intent of this Chapter.

(d) Submission of any false, misleading or nonmeritorious claim, demand or lawsuit against any private party or public agency, including the city.

(e) Pending litigation between the person and the city, which could impact the ability of the parties to work cooperatively with each other.

(f) Breach of the terms of a public contract by a willful or material failure to perform in accordance with the terms thereof.

(g) Violation of a local, state or federal law or regulation applicable to a public contract.

(h) Current or past suspension or disqualification from award or performance of a public contract by any local, state or federal agency.

(i) Knowingly doing business with a disqualified third person in performance of any public contract awarded after disqualification of said third person.

(j) Substandard performance on any public contract, including, without limitation:

(1) A material breach thereof;

(2) A failure to complete work required thereunder in a timely manner or within the contract price when such failure is attributable to the negligent or wrongful actions or inactions of such person or such person's subcontractors or suppliers;

(3) Substandard quality of work; or

(4) Any negligent or wrongful failure to cooperate with the contracting agency during performance of the public contract.

(k) One or more violation during the performance of any public contract of any labor or safety statutes, regulations or standards including, without limitation, applicable local, state or federal statutes, regulations or standards governing prevailing wage, occupational safety and health, nondiscrimination requirements or other local, state or federal laws.

(l) Failure to have or maintain in good standing all necessary licenses, permits or other approvals required to transact business within the State of California.

(m) One or more violations of any law or regulation governing the handling, transfer, storage or disposal of hazardous materials or hazardous wastes.

(n) One or more violations of any law or regulation governing the handling, transfer, storage or disposal of solid waste generated during the performance of such public contract.

(o) A violation of any law or regulation governing conflicts of interest.

(p) Evidence that the person lacks financial responsibility, such as unpaid debts, unfulfilled insurance or bond obligations or other evidence of financial instability or irresponsibility.

(q) Any other grounds that the Hearing Officer determines that would impair the ability of the person to perform a public contract or any part thereof.

#### **Sec. 7-9.105 - Existence of Grounds.**

(a) Existence of grounds for disqualification as described in this chapter may be determined to exist by the Hearing Officer by a preponderance of the evidence if, not more than ten years prior to the date that a written notice of proposed disqualification is provided to such person pursuant to this chapter:

(1) Such person has been convicted of a criminal charge for any act or omission described in this chapter, whether entered by a verdict or a plea including a plea of no contest;

(2) A civil judgment has been entered against such person for any act or omission described in this chapter;

(3) A penalty or sanction including, without limitation, monetary penalties, imprisonment and other sanctions, such as disqualification, has been imposed on such person by a federal, state or local agency for any act or omission described in this chapter; or

(4) Such person has committed one or more acts or omissions described in this chapter, based on a preponderance of evidence in the record of facts and information presented to the Hearing Officer.

(b) An act or omission described in this chapter may be imputed to a person who is the subject of a proposed disqualification when such act or omission is committed for or on behalf of such person, and such person had actual or constructive knowledge of such act or omission.

(c) In determining whether to disqualify a person and the duration of such disqualification, the Hearing Officer may consider, in addition to any other relevant factors, one or more of the following:

(1) The degree to which the person cooperated with local, state or federal authorities in any criminal proceeding forming the basis for disqualification;

- (2) The degree to which the person provided restitution for any damages or injury occasioned by the person's acts or omissions;
- (3) Whether the person had in place adequate and effective standards of conduct and internal control systems at the time of such acts or omissions;
- (4) Whether the person provided timely notice of such acts or omissions to the appropriate government agency or agencies;
- (5) Whether the person fully investigated the circumstances surrounding such acts or omissions and promptly provided the city with the result of the investigation;
- (6) Whether the person took appropriate remedial or disciplinary action against the individuals responsible for such acts or omissions;
- (7) Whether the person implemented or agreed to implement remedial measures to prevent a recurrence of such acts or omissions including, without limitation, new or revised internal control procedures and other measures recommended, identified or prescribed by any government agency; and
- (8) Whether the person had adequate time to eliminate or mitigate the circumstances or factors leading to or causing such acts or omissions.

**Sec. 7-9.106 - Scope of Disqualification.**

- (a) Disqualification of a person under this chapter constitutes disqualification of that person from submitting bids or proposals to the city for the purpose of entering into or in any manner participating in any city contract, or any part thereof, and shall apply to all individuals, divisions, subsidiaries, affiliates and parent corporations of that person unless the decision to qualify is limited by its terms to one or more specifically identified individuals, divisions, subsidiaries, affiliates, parents or other organizational elements.
- (b) The disqualification of a person shall apply to any existing affiliate of the person where the affiliate is specifically named and given notice of the proposed disqualification and an opportunity to respond. The disqualification shall also apply to any successor-in-interest or any affiliate of the disqualified person formed during or after the disqualification proceedings.
- (c) Disqualification of any person shall apply to any business entity, whether or not such business entity was in existence at the time of such disqualification, for which the disqualified person acts as a principal during the disqualification period.

**Sec. 7-9.107 - Period of Disqualification.**

The disqualification period shall be commensurate with the severity of the person's acts of omissions, as determined by the Hearing Officer. However, disqualification may include a lifetime disqualification of any person or entity, including, but not limited to, their subsidiary, affiliate, officer, shareholder, or other agent.

**Sec. 7-9.108 - Disqualification Procedures.**

(a) Prior to disqualifying any person under this chapter, the Hearing Officer shall mail or deliver by personal service a written notice of the proposed disqualification to the person proposed to be disqualified, hereinafter referred to as "respondent." Such notice shall contain the following:

- (1) Notice that a disqualification is being considered;
- (2) The grounds for the proposed disqualification, in terms sufficient to put the respondent on notice of the conduct or action(s) upon which it is based;
- (3) The intended period of the disqualification;
- (4) A summary of the disqualification procedures set forth in this chapter; and
- (5) The name and address of the Hearing Officer to which the respondent may submit a written request for a hearing on the proposed disqualification.

(b) Within fifteen days after personal service or mailing of the notice of the proposed disqualification, the respondent or the respondent's representative may submit a written request for a hearing on the proposed disqualification. Such written request shall specify the name and address of the person to which all subsequent notices and communications should be mailed. Failure of the respondent or respondent's representative to submit a written request for a hearing within the time provided by this subsection, or failure of respondent or respondent's representative to appear at the requested hearing, shall be deemed to be a waiver by respondent of respondent's right to request a hearing on the proposed disqualification and the Hearing Officer's decision shall be final.

(c) If the respondent requests a hearing in accordance with subsection B of this section, the Hearing Officer shall schedule a hearing at which the respondent or the respondent's representative shall have an opportunity to provide relevant information and argument, including the presentation and questioning of witnesses, to the Hearing Officer. The Hearing Officer shall provide the respondent with written notice of the time, date, and location of such hearing, which shall be held no sooner than five (5) days from the date of such notice.

(d) The formal rules of evidence shall not apply during the hearing. The Hearing Officer may admit into evidence all relevant evidence, including the affidavits or declarations of witnesses; limit the scope of discovery; shorten the time to produce records or witnesses; exclude witnesses from the hearing when not testifying; exclude disorderly or disruptive persons from the hearing; and make other orders necessary to ensure the fair and orderly conduct of the hearing. The hearing shall be open to the public.

(e) The proceedings at the hearing may be tape-recorded if ordered by the Hearing Officer or requested by the respondent. A stenographer shall also transcribe the proceedings if ordered by the Hearing Officer or requested by the respondent, with the costs thereof to be borne by the person making the order or request. A copy of the tape recording or transcript of the proceedings shall be made available to the respondent upon request and upon payment of the cost of preparation thereof.

(f) Following the hearing, the Hearing Officer shall render a decision on the proposed disqualification. The decision shall be in writing and shall specify the reasons therefor. If the Hearing Officer upholds the disqualification, the notice of decision shall specify the length of the disqualification period and notify the respondent of his or her right to appeal the decision pursuant to subsection G, below.

(g) The respondent shall have ten days from the date of the Hearing Officer's decision to appeal the decision to the City Manager. The appeal shall be in writing and shall be received by the City Manager by the close of business not later than the tenth day following the date of the Hearing Officer's decision except that, if such date falls on a Saturday, Sunday or city holiday, the appeal period shall be extended to the close of business on the next regular business day.

#### **Sec. 7-9.109 - Appeal to the City Manager.**

(a) Upon the timely receipt of an appeal, the Hearing Officer's decision shall be abated and the City Manager shall schedule a time at which the respondent or the respondent's representative shall meet with the City Manager to explain why the Hearing Officer's decision should be set aside or modified.

(b) Evidence or testimony not previously presented to the Hearing Officer shall not be permitted at the meeting unless the City Manager determines, in his or her sole discretion, that the interest of justice requires the consideration of such new evidence or testimony.

(c) If ordered by the City Manager, the proceedings may be tape-recorded or transcribed in the manner described in the prior section.

(d) At the conclusion of the meeting, the City Manager shall render a decision to uphold, modify, or set aside the Hearing Officer's decision and shall provide written notice of the decision to the respondent or the respondent's representative. If the City Manager determines to uphold the Hearing Officer's decision

to disqualify the respondent, the disqualification period shall commence from the date of the City Manager's decision.

(e) The City Manager's decision shall be final, except a review as provided in the following Section. Any appeal of the City Manager's decision shall be made to the Superior Court within ten days from the date of the City Manager's decision.

#### **Sec. 7-9.110 - Review of Decision.**

(a) The City Manager or Hearing Officer's decision to disqualify a person as provided herein may be modified or vacated by the City Manager or Hearing Officer, as the case may be, if, in his or her sole judgment, good cause exists for such modification or vacation. Good cause for review may be based on one or more of the following reasons:

- (1) Newly discovered, material evidence not previously available to the parties.
- (2) Final, judicial reversal of a conviction or civil judgment upon which the disqualification was based.
- (3) A bona fide change in ownership or management of the respondent's business.
- (4) Elimination of the grounds upon which the disqualification was based.

(b) The respondent shall have no right of review by the City Manager or Hearing Officer. Such review shall be at the City Manager or Hearing Officer's sole discretion.

(c) A request for review shall be submitted by the respondent or the respondent's representative in writing and shall be accompanied by competence evidence in support thereof. Upon receipt of the request, the City Manager or Hearing Officer, as the case may be, shall respond within a reasonable period of time as to whether the decision will be reviewed. The City Manager or Hearing Officer's denial of such request shall be non-appealable and not subject to judicial review.

(d) If the City Manager or Hearing Officer agrees to review the decision, he or she shall render a written decision within a reasonable time thereafter. The decision shall be final and delivered to the respondent or respondent's representative.

#### **Sec. 7-9.111 - Requirement to Submit Information.**

The city may require any person submitting a bid or proposal on a city contract to submit the following as part of such bid or proposal:

(a) A statement under penalty of perjury, that neither such person, including any principal, affiliate or predecessor-in-interest of such person, nor any subcontractor, supplier or surety engaged or to be engaged by the person:

(1) Is currently disqualified or has been disqualified at any time during the preceding ten years, from submitting a bid or proposal on a contract by any federal, state or local agency.

(2) Has, at any time during the preceding ten years, been convicted of any offense, been subject to a civil judgment or been subject to a penalty or sanction by any federal, state or local agency for any act or omission described in this chapter.

(b) Any other information or documentation deemed necessary to determine the person's eligibility to submit a bid or proposal on a city contract.

#### **Sec. 7-9.112 - Doing Business with a Disqualified Person.**

In performance of any city contract, no person having actual or constructive knowledge shall utilize the services of any person who is currently disqualified pursuant to this chapter. No person having actual or constructive knowledge shall use or list, in any bid or proposal for a city contract, any subcontractor, supplier, insurer or surety who is currently disqualified pursuant to this chapter. Violation of this section may result in rejection of the bid or proposal, nonpayment by the city for work performed by such person, annulment of award or termination of an award of contract, issuance of a stop work order, disqualification from submitting future bids or proposals on city contracts, or any other remedy provided by law.

A person who uses or lists a disqualified subcontractor, supplier, insurer or surety without having actual or constructive knowledge of such disqualification shall be allowed to substitute the disqualified subcontractor, supplier, insurer or surety in accordance with State law or, if not applicable, the provisions of the contract governing contract changes.

#### **Sec. 7-9.113 - Existing Contracts.**

(a) The city shall not renew or extend the term of any contract(s) with any person who is disqualified in accordance with this chapter, or who utilizes the services of any supplier, subcontractor, insurer or surety who is disqualified in accordance with this chapter, unless the City Manager determines that such renewal or extensions is in the best interest of the city.

(b) Notwithstanding the disqualification of any person, the city may, at its sole option, elect to continue a contract in existence at the time the person is disqualified, unless the City Manager determines that termination of such contract is in the best interest of the city.

**Sec 7-9.114 - List of Disqualified Persons.**

(a) The City Manager shall maintain a list of all persons who are currently disqualified by the city pursuant to this chapter and the effective dates of such disqualification. Such list shall not include a person disqualified by another local agency or the state or federal government unless the person has been disqualified by the city under this chapter. Such list shall be filed with the City Clerk, who shall make the list available for public inspection and copying during regular business hours and in accordance with the California Public Records Act.

(b) Such list shall be deemed to be constructive notice as to the persons who have been disqualified from submitting bids or proposals on city contracts or who are ineligible to participate in such contracts.

**Section 2.** This ordinance shall take effect thirty days after its adoption.

**Section 3.** The City Clerk is authorized and directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated in the City of Coalinga, within 15 days after its adoption. If a summary of this ordinance is to be published, then the City Clerk shall cause a summary of the proposed ordinance to be published and a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted, and also shall cause a certified copy of the full text of the adopted ordinance to be posted in the office of the City Clerk after the meeting at which the ordinance is adopted. The summaries shall be approved by the City Attorney.

\* \* \* \*

The foregoing ordinance was introduced by the City Council of the City of Coalinga, California, at a regular meeting held on \_\_\_\_\_ 2023, and was passed and adopted by the City Council on \_\_\_\_\_, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

---

Mayor

**ATTEST:**

---

City Clerk/Deputy City Clerk

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

**Subject:** Authorize Purchase of a 580N EP Case Backhoe for Public Works  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Larry Miller, Public Works and Utilities Coordinator

---

**I. RECOMMENDATION:**

Authorize the purchase of a 580N EP Case Backhoe for Public Works

**II. BACKGROUND:**

As part of budget planning for this fiscal year, staff has been investigating the need and cost for a new backhoe. The current backhoe is still functional but is beginning to age and will be taking a backup role within Public Works, and stored at WWTP where it is utilized often.

**III. DISCUSSION:**

A backhoe is an ideal piece of equipment for excavation, moving materials, and other miscellaneous tasks performed by Public Works staff. Currently, Public Works has one backhoe. The existing one is extremely old and will likely continue to see use, but in a limited fashion at the Wastewater plant.

Staff utilized Sourcewell to procure a standard price from Case of \$135,751.91

**IV. ALTERNATIVES:**

Do not authorize the purchase of a 580N EP Case Backhoe

**V. FISCAL IMPACT:**

The cost would be evenly distributed among the various Enterprise accounts (Gas Enterprise, Water Enterprise, and Sewer Enterprise). The cost will be 135,751.91 and is a budgeted expense. There will be no impact on the General Fund.

**ATTACHMENTS:**

| File Name                                                                                                        | Description |
|------------------------------------------------------------------------------------------------------------------|-------------|
|  CITY_OF_COALINGA_580N_EP.pdf | Quote       |



3400 E. AMERICAN AVE - FRESNO, CA 93725-9382  
P.O. BOX 2747 - FRESNO, CA 93745-2747  
PHONE: (559) 441-1122  
FAX: (559) 441-0454

|           |           |
|-----------|-----------|
| Invoice # | 001-0     |
| Date      | 10/4/2023 |
| Time      | 8:21 AM   |

|             |            |
|-------------|------------|
| PO #:       |            |
| Document #: | 001-6126   |
| Due Date:   | 11/10/2023 |

|           |                 |
|-----------|-----------------|
| Salesman: | Cliff Domingues |
| Ship Via: |                 |
| Terms:    | Net 10th        |

|                          |                        |       |
|--------------------------|------------------------|-------|
| CITY OF COALINGA (05890) |                        |       |
| 155 W DURIAN             |                        |       |
|                          |                        |       |
| COALINGA                 | CA                     | 93210 |
| Contact:                 | ERIC 559.935.1533 X170 |       |

Wholegood Sales Order

Reprint

|          |  |  |
|----------|--|--|
| Ship To: |  |  |
|          |  |  |
|          |  |  |
|          |  |  |
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| Item Number | Description | Qty | Price | Amount | Disc | Subtotal | Sales Tax | Extended Amount | Back Order | Drop Ship |
|-------------|-------------|-----|-------|--------|------|----------|-----------|-----------------|------------|-----------|
|-------------|-------------|-----|-------|--------|------|----------|-----------|-----------------|------------|-----------|

EQUIPMENT QUOTE:

1.00 \$199,564.00 \$199,564.00 37.00% \$125,725.32 \$10,026.59 \$135,751.91

580N EP CASE BACKHOE EP TIER 4 FINAL 74HP

TRANSMISSION - 4WD Power Shuttle Transmission  
FRONT WHEELS - 12X16.5, 10PR lug tread  
REAR WHEELS - 19.5Lx24, 10PR STD  
BHOE PERFORMANCE PKG - 1-WAY OR 2-WAY AUX & EHOE PKG  
FRONT BALLAST - Heavy Front CWT, Extnhdhoe  
BACKHOE CONTROLS - Pilot Controls  
BACKHOE COUPLER - Mechanical Quick Coupler  
BACKHOE BUCKET - 24" GP Trenching Bucket  
STABILIZER PADS - Flip Over/Stabilizer Pads Combo  
LOADER BUCKET - 82" 4x1 Bkt w/Cutting Edge  
ROLLOVER PROTECTIVE STRUCTURES - Cab LH DR Heat AC  
RADIO - AM FM Bluetooth  
TILT WHEEL - Tilt Steering Wheel  
OPERATOR'S SEAT - Mech Susp, Cloth, w/ armrests  
LIGHTS - Standard Light  
THUMB - Thumb

TELEMATICS ON BOARD - CASE SiteWatch Telematics  
TELEMATICS SERVICE - 3yr Advanced Tele Subscription

WARRANTY - 1 YEAR FULL MACHINE UNLIMITED HOURS 2 YEARS 2,000 HOURS POWERTRAIN

\*\*\*\*\*NOTE - SOURCEWELL No 26986 DISCOUNT APPLIED\*\*\*\*\*

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3400 E. AMERICAN AVE - FRESNO, CA 93725-9382  
P.O. BOX 2747 - FRESNO, CA 93745-2747  
PHONE: (559) 441-1122  
FAX: (559) 441-0454

|           |           |
|-----------|-----------|
| Invoice # | 001-0     |
| Date      | 10/4/2023 |
| Time      | 8:21 AM   |

|             |            |
|-------------|------------|
| PO #:       |            |
| Document #: | 001-6126   |
| Due Date:   | 11/10/2023 |

|           |                 |
|-----------|-----------------|
| Salesman: | Cliff Domingues |
| Ship Via: |                 |
| Terms:    | Net 10th        |

|                          |                        |       |
|--------------------------|------------------------|-------|
| CITY OF COALINGA (05890) |                        |       |
| 155 W DURIAN             |                        |       |
|                          |                        |       |
| COALINGA                 | CA                     | 93210 |
| Contact:                 | ERIC 559.935.1533 X170 |       |

Wholegood Sales Order

Reprint

|          |  |  |
|----------|--|--|
| Ship To: |  |  |
|          |  |  |
|          |  |  |
|          |  |  |
|          |  |  |

| Item Number | Description | Qty | Price | Amount | Disc | Subtotal | Sales Tax | Extended Amount | Back Order | Drop Ship |
|-------------|-------------|-----|-------|--------|------|----------|-----------|-----------------|------------|-----------|
|-------------|-------------|-----|-------|--------|------|----------|-----------|-----------------|------------|-----------|

|        |              |            |          |            |        |         |        |
|--------|--------------|------------|----------|------------|--------|---------|--------|
| Cash   | Check/Check# | CC/CC Type | On Acct. | Mfg Credit | CIT    | Deposit | Other  |
| \$0.00 | \$0.00       | \$0.00     | \$0.00   | \$0.00     | \$0.00 | \$0.00  | \$0.00 |
|        |              |            |          |            |        |         |        |

This offer to sell is good for a period of thirty days or less, if specified. Once accepted, it forms a binding sales agreement. There is no cooling-off period. Should you accept this offer in writing by executing this Wholegood Sales Order. where indicated below, and later decide to cancel your purchase, Sequoia will make a good faith effort to cancel the order to purchase with the manufacturer. However, should Sequoia not be able to cancel the order with the manufacturer, then your deposit is only refundable after the subject equipment is sold to a third party. All costs incurred by Sequoia in connection with this equipment/transaction will be accounted for and deducted from your deposit once the subject equipment is sold to a third party. Any remaining funds from the deposit will then be returned to you.

| Summary of Charges |                 |
|--------------------|-----------------|
| \$125,725.32       | Taxable         |
| \$0.00             | Non-Taxable     |
| \$125,725.32       | Subtotal        |
| \$10,026.59        | Sales Tax       |
| \$135,751.91       | Total           |
|                    |                 |
| \$0.00             | Amount Tendered |
| \$0.00             | Change Due      |

|                    |  |
|--------------------|--|
| Exempt Tax Cert #: |  |
| Expiration Date:   |  |

|                    |      |
|--------------------|------|
| Customer Signature | Date |
|--------------------|------|

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

**Subject:** August 2023 Monthly Crime Report  
**Meeting Date:** October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Jose Garza, Chief of Police

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

| File Name                         | Description                      |
|-----------------------------------|----------------------------------|
| ❏ August_2023_Monthly_Report.docx | August 2023 Monthly Crime Report |

# Monthly Report

## August 2023

The Coalinga Police Department has continued to do an outstanding job in addressing crime in the city. For the month of August 2023, Part 1 crimes are down 21% compared to August 2022. During August 2023, we had no homicides, rapes, or robberies. However, we did have 15 assaults, 2 of which were domestic violence related, 2 burglaries, 11 larcenies and 2 auto thefts.

### August 2023 Notable investigations and arrests

On Wednesday, 8/30/2023, the Coalinga Police Department was contacted by staff at the Coalinga-Huron Unified School District regarding a possible threat of a shooting. The Coalinga-Huron School District was able to quickly identify the student who had allegedly made the comments and brought them into the office for further investigation. Officers worked with school district staff to investigate the comment made by the student. The student denied making any such statement and their parents were notified and made aware of the situation. A welfare check of the student's residence ensured that the student did not have any immediate access to any firearms.

On 08/24/23, at about 7pm, officers located a suspect vehicle involved in an earlier officer safety bulletin near Keck Park and initiated a vehicle enforcement stop for violations of the vehicle code. The vehicle turned into the parking lot of crowded Keck Park where officers contacted the 17-year-old driver and his 14-year-old passenger, both residents of Huron. The juvenile driver admitted to officers that a firearm was inside of the vehicle, at which time both suspects were removed from the vehicle and placed them into handcuffs pending further investigation. Officers located a semi-automatic, 9mm pistol (Ghost-Gun) loaded with approximately 25 rounds in an extended 30-round magazine under the driver's front seat and within reach of the driver, along with a large amount of marijuana. Both male juveniles were arrested and booked at the Fresno County Juvenile Justice Center.

On Saturday, 8/12/2023, at about 4pm, officers were dispatched to the area of the Westwood Apartment complex on a report of a physical fight. Upon arriving, the involved parties began to run away from officers. One of the suspects was carrying a black bag and threw it over a fence in a nearby apartment. Officers stopped and arrested 26-year-old Robert Solorio and his brother, 25-year-old Daniel Solorio for charges including Resisting / Obstructing Officers and Battery on a Peace Officer. The bag that was thrown by one of the suspects was found to contain a loaded firearm. Both Solorio's were later transported to the Fresno County Jail.

On Thursday, 8/10/2023, at about 10pm, officers conducted a traffic stop on a vehicle in the area of Polk and Barker for a lighting violation. The vehicle was occupied by 26-year-old Christopher Velasco, 23-year-old Brandon Covarrubias and 18-year-old Fernando Ibarra, three known members / associates of the Norteno Criminal Street gang. K9 Officer Boss was utilized to conduct an open-air sniff near the vehicle. K9 Officer Boss alerted to the vehicle, giving officers probable cause to search the vehicle for any narcotics. Officers located several baggies with white residue inside (believed to be cocaine or methamphetamine), a digital scale commonly used for weighing illegal narcotics, and a firearm in the center console of the vehicle. The firearm was later found to have been reported stolen from town back in January 2023. All three subjects were later transported to the Fresno County Jail on various charges, including Possession of a Controlled Substance, Participating in a Criminal Street Gang, Possession of a Firearm While in Possession of a Controlled Substance, Carrying a Concealed Weapon, and Possession of Stolen Property.

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

**Subject:** September 2023 Monthly Crime Report  
**Meeting Date:** October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Jose Garza, Chief of Police

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

| File Name                             | Description                 |
|---------------------------------------|-----------------------------|
| 📎 September__2023_Monthly_Report.docx | September 2023 Crime Report |

# Monthly Report

## September 2023

The Coalinga Police Department has continued to do an outstanding job in addressing crime in the city. For the month of September 2023, Part 1 crimes are down 18% compared to September 2022. During September 2023, we had no homicides, rapes, or robberies. However, we did have 17 assaults, 5 of which were domestic violence related, 3 burglaries, 8 larcenies and 0 auto thefts.

### September 2023 Notable investigations and arrests

On September 20<sup>th</sup>, the Coalinga Police Department served search warrants that were related to a gang related stabbing that occurred on September 3<sup>rd</sup> in the 300 block of East Polk. The investigation led to the identification of the suspects, a 16-year-old male juvenile and two 17-year-old male juveniles, all are Coalinga residents and members of the Bulldog Criminal Street Gang. Search warrants were served in the 100 block of Washington and the 200 block of East Valley where two juvenile suspects were taken into custody. The third juvenile suspect was taken into custody for his outstanding arrest warrant in the 1100 block of California for his involvement in the stabbing. All three juveniles were processed at the police department and later transported to the Fresno County Juvenile Justice Campus for charges which include, Attempted Homicide, Assault with a Deadly Weapon, Brandishing, Possession of a Firearm by a Felon, and Gang Enhancements.

On September 11<sup>th</sup>, at about 10pm, officers conducted a traffic enforcement stop near the intersection of Elm Avenue and Polk Street for various traffic violations. Officers contacted the two occupants in the vehicle and recognized them from prior police contacts as narcotics users, Osvaldo Soto and Horace Goins. During the stop K-9 Handler Corporal Cano deployed his partner K-9 Officer Nitro to conduct a free air sniff of the vehicle for a possible alert of narcotics. K-9 Officer Nitro alerted near the front driver door and window of the vehicle. Officers conducted a probable cause search of the interior of the vehicle and located a clear plastic baggie that contained a white crystalline substance inside of it. The substance weighed about 12.9 grams and was later identified as methamphetamine. Soto was released from the scene and Horace was transported to the CPD where he was booked and later released on with a citation to appear in court.

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

**Subject:** Public Works, Utilities & Community Development Quarterly for July-September 2023  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Sean Brewer, Assistant City Manager

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

|   | File Name                           | Description              |
|---|-------------------------------------|--------------------------|
| □ | Quarterly_Report_Jul-Sept_2023.docx | Qrtly Rpt July-Sept 2023 |



**PUBLIC WORKS, UTILITIES AND COMMUNITY DEVELOPMENT  
QUARTERLY REPORT FOR  
JULY - SEPT 2023**

**\*Note: New items and updates from last quarter's report are in bold print.**

**PUBLIC WORKS**

**PUBLIC WORKS**

**NATURAL GAS DISTRIBUTION:**

- Annual Gas Leak Survey was completed.
- Gas Ballard replaced 1401 N. Joaquin
- Gas leak repaired 216 E. Polk
- Gas leak repaired 385 Monroe.
- Gas service line replaced 534 N. Princeton
- Electro and stab fitting training completed.
- Visual Inspection of Rectifiers completed.
- Worked on repairs from gas leak survey **90% Complete.**
- **2 bollards replaced at 745 S. Coalinga**
- **1 bollard replaced at 294 College Ave**
- **Visual Inspection of Rectifiers was conducted.**
- **1 bollard replaced at 216 S. Princeton**

**WATER DISTRIBUTION:**

- Installed new water service line 157 E. Birch
- Repaired water leak 1223 California
- Repaired water leak 596 E. Polk
- Repaired water leak 16" main Hwy 33/198
- Repaired hydrant 296 E Polk (Vehicle Accident)
- Repaired water leak Olson Park
- 2" meter installed for Coalinga feed lot
- Repaired 2" backflow Posa Chante Blvd
- Replaced broken hydrant Fresno St.
- Repaired 1" Backflow Clock Tower
- **Repaired water leak 220 S. 5<sup>th</sup> St.**
- **Repaired water leak Phelps 3" main**
- **Repaired blow off in Creek off of Hachman**
- **Repaired water leak Houston Alley**
- **Repaired water leak 211 Hoover**
- **Repaired water leak 1811 Deerfield**
- **Repaired water leak 860 Elm**
- **Repaired water valve 113 Arabian**
- **Repaired water leak 287 E. Pleasant**

- **Repaired water leak Tache Way**
- **Repaired water leak Westwood 2**
- **Repaired water leak 211 E. Pleasant**
- **Repaired water leak 488 E. Polk**
- **Installed new hydrant N. Monterey**
- **Repaired water leak at Pleasant Valley Pines Apt.**
- **Repaired hydrant line leak 400 blk E. Pleasant**
- **Repaired water leak on 27" Main line**
- **Large water meters around Schools tested.**

#### **WASTEWATER COLLECTION:**

- Sewer blockage Baker and Buchanan
- Sewer blockage Sunflower
- Sewer blockage 330 N. Fourth
- Sewer blockage Van Ness Ave
- Repaired sewer clean out in sidewalk on Sunset.
- Assisted P.V.S.P with line Jetting.
- **Cleared blockage at Pacific and Elm**
- **Cleared blockage at Van Ness Ave**
- **Raised sewer manhole at Glenn and 4<sup>th</sup> St.**
- **Repaired 4" sewer lateral at 212 E. Pleasant**
- **Cleared Blockage 640 W. Elm Ave**

#### **SIDEWALKS:**

**No sidewalk repairs were done during this period.**

#### **PARKS:**

- Fertilized / Seeded Centennial and Sandalwood Parks
- Water meter and new irrigation lines installed for Dog Park
- Dirt work / Poured Pads for benches Dog Park
- Dirt work/ new irrigation lines installed Sunset/Birch Plot
- Worked on Irrigation repairs Centennial Park

#### **MISCELLANEOUS:**

- Poured 10 concrete pads and installed 10 benches at various locations around town.
- Planted 5 new trees and repaired irrigation at Airport.  
Ran communication cable City Hall
- Repaired loop for automated gate Airport.
- Planted 7 new trees San Madele.
- Continued with Pothole Patching 100 blk Jefferson and surrounding areas.
- Tree trimmed along W. Elm Ave
- Cleaned out Basin Monterey
- Painted red curbs around Olson Park in Prep for Derby weekend.
- Put up Veteran Banners Coalinga Plaza
- Cleaned up empty lot behind Sunflower had garbage hauled off.
- Re Installed crosswalk sign Elm and Walnut.
- **3 dead trees removed on Cherry Ln**
- **Cleared Fallen tree 318 W. Jefferson**

- **Repaired Storm drain manhole on Phelps.**
- **Removed Tumbleweeds along Phelps Ave**
- **Removed 6 Dead trees along W. Elm**
- **Repaired Stop Sign E. Sacramento**
- **Graffiti / Debris removed S. Coalinga Alley**
- **Installed new yield signs and striping 3<sup>rd</sup> and Hayes.**
- **Weed abatement Alley way behind E. Cherry Ln.**
- **Replace Stop Sign Monterey and Lucille**
- **Mowed and cleared weeds at the Airport.**

## **WATER TREATMENT PLANT (WTP)**

- **Derrick bypass valve - Test run is scheduled for November 1.**
- **Hach equipment quarterly maintenance was complete on August 1st. Next quarterly schedule for the week of October 23rd.**
- **SCADA System – Completion Date for December 4th.**
- **Hypo OSG cells - Quarterly maintenance is scheduled for the week of December 11th.**
- **Telstar – Annual service and maintenance for the chlorine system and chlorinator controls is scheduled for December 13<sup>th</sup>.**
- **State Water Board Inspection -Waiting for the state report to get back to us.**
- **Westland Water District Algae Treatment. Has been completed for this year.**
- **AOS - New Access Control System for the control room and two entry gates. In progress and wiring has been complete.**
- **AOS is working on a new Security Camera System for the water plant. The cameras and wiring have been completed. Waiting on Wifi signal.**
- **TTHM Project GSE Construction - The Carbon Dioxide tank and Permanganate tank has been delivered and installed.**
- **Sodium Hydroxide Injection point. This pilot system test started mid-April. Failed. Waiting for a bigger pump to come in.**
- **MKN is working on drawings for the new Sodium Hydroxide Facility. In progress.**
- **Fresno County Hazmat Chemical inspection – Working on report and safety items.**
- **Annual Chlorine 2-ton Lift Crane Inspection is scheduled for mid-March 2024.**
- **Advance Flow Meter and Emerson – Calibration testing all the Rosemount for flow & level control sensors at the water plant schedule for February 2024.**
- **MKN – Chlorine room safety equipment upgrades. Drawing up the plans.**
- **Hypo OSG Cells – Replace Bellow Pump.**
- **Culligan Water – Annual water softener repairs and maintenance.**
- **Repaired Hypo valve leak.**
- **Emergency Repair Work for Basin 1 Clarifier 2A & 2B gear drive.**
- **Travel bridge sludge removal for basin 3 got new software programming and alarms for SCADA system.**
- **Caltrol repaired actuator valve on filter 5.**
- **Water Leak on transmission line off Hwy 33/198 ¾ mile east of Palmer reservoir.**
- **P-9 Installed new recycle pump and had it wired back to 240v.**

## **WASTEWATER TREATMENT PLANT (WWTP)**

- **Control room equipment upgrade. Brian Electrical is working on scope of work and cost.**
- **AM Consulting Engineering discharging effluent water permit. The landowner has signed the agreement.**

- Radio field dirt removal project – **Project start date is October 16<sup>th</sup>.**
- AM Consulting working on updating state regulatory plans (wastewater spill prevention plan, sampling analysis plan and operation plan). **The city has reviewed and approved the Regulatory Plans.**
- BSK Lab Testing – **Result for sludge removal has tentatively been scheduled for early spring 2024.**
- Rebuild – It Construction – **Is working on inspection report for the Clarifier System.**
- MKN – **Working on Erosion Control Plan near pond 5 next to the creek.**
- **Wastewater Operators are lowering the water levels in ponds 3,4 &5 for winter weather.**
- **Operators are doing weed control around all the ponds.**
- **The digester is scheduled to be taken out of service in November for maintenance repairs.**

## ASSISTANT CITY MANAGER

### PUBLIC WORKS/UTILITIES

- **Street Light Acquisition:** The city has decided not to pursue the acquisition of the streetlights. Staff has been working with PG&E to improve coordination of installing banners to the light poles including permit streaming lining for new lighting. **Staff has been coordinating with PGE to procure an attachment agreement for light poles. This would allow us to be able to attach permitted signs and décor on designated light poles. An initial list of desired poles has been established and several communications have taken place to establish conditional parameters. A signed agreement has not yet been reached, but should occur shortly.**
- **Northwest and Oil king Infrastructure:** Staff is currently working with Blackwater Engineering on developing a long-term capital improvement plan for Aera in order to address long term maintenance of these facilities. On-going.
- **Water/Wastewater Treatment Plant Solar Facilities:** Project is currently under design, staff if working with Johnson Controls on land use permitting at the WTP and financials will be presented to the City Council in the coming months including financing options.
- **Metering Logistics and Streamlining:**  
With the recent grant award for AMI metering, rereads will become a simple poll on the website with an occasional site visit if the meter is not being picked up with cellular data.
- **Cathodic Protection Survey: The 2023 Cathodic survey of our natural gas pipeline has been scheduled with Farwest Corrosion for October 16th.**
- **Public Works Training Program:**  
Operator Qualifications Training and Evaluations have been completed for required employees. These will be valid for the next three years. For the next cycle of evaluations, planning will need to be done to improve our training facilities at the Public Works Yard. In regard to Water/Street/Sewer related tasks, we are exploring how to extend this to those genres as well.
- **Civic Ready:** The system was handed off to the Fire Department, and training for the program has been administered.
- **New Los Gatos Lift Station:** Project is in hold pending outcome of unforeseen land use issues.
- **Tyler EAM:** The implementation of EAM has been completed. Public Works is currently undergoing a trial period where employees submit and respond to work orders in the training environment. The intent is to gather data on how to best implement and improve upon a full production environment. The trial period is set to end in August.
- **Storm Readiness Plan:** Staff has been working on standardizing and documenting our approach to storm readiness. The intent is to create a plan that can be followed by anyone and yield positive results. **Complete.**
- **Street Maintenance:** Rubberized asphalt overlays have been completed for various streets identified by their PCI. Furthermore, Public Works is identifying actions that can better serve repair activities such as a small-scale paving machine. With the intent being able to efficiently make repairs to larger scale areas in preparation for further overlay projects.
- **Migrating to Beacon Read Systems:** Staff has identified a plan to migrate away from the Read Center platform offering from Badger, as it is no longer supported. Talks with both Badger to move

to Beacon for our new AMI water meter installations have begun. Also, our current water/gas meters will be migrated to the Sensus software, AutoRead/FlexNet. This will serve a transition to the eventual automation of all meter reading. **The integration of Beacon for the current 100+ AMI meters have been completed. This integration will be necessary for the full implementation of AMI water meters city wide. Staff are now focusing their attention to transitioning from ReadCenter to AutoRead.**

- **Water Loss:** In an effort to conserve water, staff has put a focus on water loss. Efforts have ranged from looking for water meters not in the system, verifying multipliers for billing, testing large meters for accuracy, and replacing residential meters when required to do so. **Contact has been made with our meter testing vendor and is set to begin testing our larger meters this summer.**
- **Reports that Rectifier #1 was not functional have been received. Quotes were received from Farwest Corrosion to replace. We are currently coordinating with the vendor to complete the work.**

## LOCAL STREET PROJECTS

- **Elm Ave Improvements (in front of the Fire Department)** – Construction is Complete.
- **Cost Share Program:** The cost share program has been published with a number of interested applicants. Two projects are underway and will be bid in very short order. **Completed. Currently looking for new projects to add in other applicants.**
- **SB1:** Cherry Lane Reconstruction – the project has been awarded and construction is currently underway. Construction is expected to be complete in early November.

## GRANTS

Staff has been continuing to meet with Blais and Associates monthly in accordance with their grant contract to review possible grant opportunities. Below is a status update on all grant activity within the Public Works/Utilities and Community Development Department(s):

- **State Parks Per Capita Program:** Workout Equipment has been delivered, and staff is awaiting delivery of the canopies. Bidding of the project should occur in spring 2024 with construction in summer 2024.
- **AHSC Affordable Housing Grant Application for Pacific and Elm Ave:** Staff is still awaiting full authorization to begin project implementation. Design in underway through the City Engineer.
- **ATP Cycle 4 – Trail segments, 9, 4 and 3 (portion)** – CEQA work is complete and certified, the city has awarded a right-of-way consultant and currently working through that phase of the project.
- **CMAQ (2019) Trails Segments 1, 2, 12, 14:** A right-of-way consultant has been hired and the project is currently under design.
- **CMAQ (2019) Alley Paving (Segments 38-44):** This project was awarded a construction contract on 10/5 and construction has started.
- **STBG (2021) Phelps Ave** - Authorization for design and construction has been approved. Design is 90% and the project will go into winter suspense and resume with advertisement of bids in spring 2024.
- **CMAQ (2021)/ATP Cycle 5 – Polk Street East Improvements:** Authorization for design services has been issued and design is underway. This project is expected to be under construction in 23/24 Fiscal year.
- **LEAP** – ADU ordinance is complete. Full construction drawings have been delivered to the city and currently in backcheck. Self Help Enterprises is currently working on the ADU program documents including the financial assistance program.
- **Clean Water State Revolving Fund Grant Application** – CCTV inspections are complete and awaiting report. In addition, AM consulting engineers are preparing a feasibility study for the city related to WWTP improvements.
- **AMI Water Meters (Water SMART Grant)** – A grant for 3.4 million dollars has been awarded to the City of Coalinga to install AMI meters within the 1” range (approximately 3800 meters), and meters that extend to the 1.5” to 6” (approximately 300) will be replaced as funding becomes

available. 78 of those meters have already been purchased and are set to be shipped early next year. **The meters necessary for the implementation have been ordered and are being provided for according a release schedule. Staff is currently working to create an RFP for installation services of the meters.**

- **Urban Drought Relief Grant (3 Applications):** Grant awards have been received for the AMI implementation as well as the Turf Replacement Program.
- **ATP 6 – Trestle Bridge Replacement and Trail Segments:** Design and construction is expected to occur in FY24 and FY25 respectively.
- **CMAQ/STBG 2023 Call for Projects** – Applications have been submitted for California street rehabilitation and segment 6 of the trail system. Award notifications are expected early 2024.

## **WATER BOND PROJETS**

- **Pleasant Street Water Line Project (Water Bond Project):** Project is substantially complete. Punch list items are currently being addressed.
- **TTHM:** Project has been awarded and currently under construction. Construction is expected to be completed by the end of the year.
- **Water Treatment Plant SCADA Upgrades:** Complete
- **Chlorine Safety Improvements:** TETER, a sub-consultant to MKN has been hired to perform the architectural, mechanical, and electrical designs for the improvements needed. Project is expected to bid in 2024.
- **Derrick Reservoir Rehabilitation:** This project includes new coatings, piping, roof and paint. The project is currently under design and staff is coordinating bid and construction timeframes to coincide with water demand. Also, staff is looking at all grant opportunities including reaching out to state and federal officials to try and find funding for this project to extend the number of bond projects the city will be able to undertake.
- **Filter Valve Actuators:** Complete
- **Moss Screen Replacements:** This project is currently under design with MKN. However, staff is looking at alternatives to try and save costs associated with new screens. Staff is considering taking one off-line and sending in for repair, but it has to go back to the manufacturer. Staff will continue to update the Council on its progress.
- **Wash Water Tank Replacement/Rehabilitation:** The wash water tank was inspected on 6/1/2023 and a report was provided to staff that looked at the foundation, exterior and interior shell, roof (interior/exterior), interior bottom, and appurtenances. At this time the recommendation is to replace the existing tank with a new tank due to the logistics and costs associated with rehab. This will offer redundancy and heightened reliability.
- **Filter Beds and Sludge Drying Beds:** Design is currently underway, and staff is expecting a full report and costs estimates for the improvements in the coming months.
- **Flocculation and Sedimentation Basin Rehab:** This project is a lower priority project considering the other needed improvements at the plant in the coming years. Staff is proceeding with minor improvements to the basins such as the gear boxes and various mechanisms that are in disrepair or aged out.

## **PARKS/MEDIANS**

- **Splash Pad:** The City Engineer has been working on the design of the splash pad and the infrastructure needed for the recirculation systems. Public Works crews have been working on clearing the site for future development.
- There are several park spaces and medians that public works staff is working on improving. Improvements include trees, drought tolerant landscaping, benches, trash receptacles, picnic tables, and groundcover. These will be ongoing as staff has time to complete.
- **Dog Park:** **Construction on the Dog Park has begun and should be completed by the end of October. This project has taken longer than expected. This is largely due to shortcoming in staff levels available to dedicate themselves to the completion of the project. Currently the project is nearly complete.**

## **COMMUNITY DEVELOPMENT**

- Staff is processing several land use permits that are in different stages of planning from an event center on Merced behind PG&E, a final map for the Heritage Park housing development, and a new gas station and car wash at 5<sup>th</sup> and Elm, master plan housing development east of Posa Chanet, a final parcel map at El Rancho and Elm Ave, and a Senior Housing Apartment Project on Walnut and Elm.
- The Building Department is working with apartment managers and owners related to developing a plan to accommodate the new organic waste requirements for multi-family developments. This includes providing a location on-site for an additional bid to accommodate this new waste stream.

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

**Subject:** Discussion, Direction and Potential Action regarding Adding Electrical Outlets at Council Dais  
**Meeting Date:** Thursday, October 19, 2023  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Marissa Trejo, City Manager

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**I. RECOMMENDATION:**

This item was requested as a Future Agenda Item by Mayor Horn. City Manager also recommends.

**II. BACKGROUND:**

**III. DISCUSSION:**

Quote to be provided and discussed during Council meeting.

**IV. ALTERNATIVES:**

Do not add electrical outlets at Council Dais.

**V. FISCAL IMPACT:**

To be discussed during City Council meeting. This would be a one-time expense from the City's General Fund that is not budgeted.

**ATTACHMENTS:**

| File Name                                                            | Description |
|----------------------------------------------------------------------|-------------|
| QUOTE_Council_Dais_Electrical_Outlet_Installation_EST0146_101923.pdf | Quote       |



## Phillips Electric LLC

Kris Phillips  
Contractor Lic #1087276  
862 Riesling Lane  
Coalinga, CA  
93210  
559-404-8918  
kphillipselectric@gmail.com

ESTIMATE

EST0146

DATE

10/16/2023

TOTAL

USD \$1,575.00

TO

**City of Coalinga (office dept)**

mgarcia@coalinga.com

| DESCRIPTION                                                                                                                                                                                                                                                                                                                                | RATE       | QTY | AMOUNT         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|----------------|
| Furnish and install 15-amp receptacles flush mount to top of council table.<br>Scope of work: Locate power source and tap off to feed new plugs. Cut in plug locations on top of desk in a uniform fashion. Install boxes and run power conduit under desk to each outlet. Wire up and install new brown outlets. Test power and clean up. | \$1,250.00 | 1   | \$1,250.00     |
| Materials<br>4-15-amp brown receptacles<br>50 feet 12-2 MC cable<br>4 metal cut in boxes<br>1-extension box<br>misc. hardware, straps, covers, ect.                                                                                                                                                                                        | \$325.00   | 1   | \$325.00       |
| SUBTOTAL                                                                                                                                                                                                                                                                                                                                   |            |     | \$1,575.00     |
| TAX (8.975%)                                                                                                                                                                                                                                                                                                                               |            |     | \$0.00         |
| TOTAL                                                                                                                                                                                                                                                                                                                                      |            |     | USD \$1,575.00 |

Payment terms and conditions: Payment of 10% or \$1000.00, whichever is less, is due upon agreement to this contract. 75% when parts are delivered and 100% is due upon completion. Any added work will be in the form of a change order. Contractor is not responsible for any unforeseen circumstances.

Thanks for your business!