CITY OF COALINGA
The Sunny Side of the Valley

CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

November 2, 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 November 2, 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

1. Presentation of the Fiscal Year 2021-2022 Audited Financial Statements by City Auditor

3. CITIZEN COMMENTS

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

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

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

1. Approve MINUTES - October 19, 2023
2. Check Register: 09/01/2023 - 09/30/2023
3. Information Only: Measure J Quarter Ending June 30, 2023
4. Information Only: Transient Occupancy Tax Quarter Ending June 30, 2023
5. Information Only: Sales Tax Update Quarter Ending June 2023
6. Information Only: Cannabis Related Revenue Quarter Ending June 30, 2023
7. Information Only: Cannabis Related Revenue Quarter Ending September 30, 2023
8. Information Only: Street Hump Program for City of Coalinga
9. Information Only: Animal Shelter Update
10. Informational Only: Landscaped Median Water Reduction
11. Waive Second Reading and Adopt 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).
12. Waive Second Reading and Adopt Ordinance No. 863 (Disqualification of Contractors for Public Works Projects)
13. Adopt Resolution No. 4190 Approving a Purchase and Sale Agreement between the Successor Agency and the City of Coalinga for the Purchase of Successor Agency Property (APN 072-131-06; 072-131-07; and 072-131-16ST)
14. Direct Staff to Inventory Short Term Rentals within the City and Bring Back Information and Recommended Policies for Managing Short Term Rentals
15. Authorize City Manager to Execute a Professional Services Agreement with Mead & Hunt for Planning and Environmental Consulting Services for the New Coalinga Municipal Airport
16. Direct Staff to Investigate Feasibility of Installing Signal at Intersection of Echo Canyon and Jayne Ave/SR33
17. Authorize City Manager to Remove Wastewater License Requirement from Water Operator Job Descriptions
18. Approve Filing Agent Fee Schedule with Wulff, Hansen & Co. for Mark Roos Yearly Fiscal Status Reports and Annual Debt and Transparency Reports
19. Direct Staff to Post Road Diet Survey Results to City's Website, Facebook Page and Send to Caltrans
20. Authorize City Manager to Execute a Lease Agreement between the City of Coalinga and Cenergy Power related to a Proposed Community Solar Facility Near Northwest Intersection of Firestone Road and South Alpine Avenue
21. Authorize and Approve Contracts for CY 2022 Intergovernmental Transfer Program Participation

22. Direct Staff to Investigate what other Cities do with Burnt Buildings and Abatement to Shorten Timeframe
23. Consideration of Bid Award for Ramsey Park Splash Pad Project – Modular Restroom Supplier
24. Consideration of Bid Award for Ramsey Park Splash Pad Project – Shade Shelter Supplier

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS (NONE)

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:	Presentation of the Fiscal Year 2021-2022 Audited Financial Statements by City Auditor
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Mai Vang, Financial Services Director

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
20231014_-_Coalinga_FINAL_Management_Report_6-30-2022.pdf	FY21/22 Management Report
20231026_-_Coalinga_Audited_Financial_Statements_6-30-2022.pdf	FY21/22 Audited Financial Statements

CITY OF COALINGA

MANAGEMENT REPORT

FOR THE YEAR ENDED JUNE 30, 2022

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BRYANT L. JOLLEY
CERTIFIED PUBLIC ACCOUNTANTS

Bryant L. Jolley C.P.A.
Ryan P. Jolley C.P.A.
Darryl L. Smith C.P.A.
Luis A. Perez C.P.A.
Lan T. Kimoto

To the Honorable Mayor and City Council
City of Coalinga, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Coalinga for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and, if applicable, *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated March 10, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Coalinga are described in Note 1 to the financial statements. As described in Note 18 to the financial statements, the City changed accounting policies related to leases by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 87, Leases, in 2022. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the Government-wide and General Fund financials. We noted no transactions entered into by City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

- Management has determined the economic useful lives of fixed assets based on past history of similar types of assets, future plans as to their use, and other factors that impact their economic value to the City. We evaluated the key factors and assumptions used by management in computing depreciation expense and believe that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the allowance for doubtful accounts is based on an evaluation of collectability primarily focused on past due accounts. We evaluated the key factors and assumptions used to develop the allowance for doubtful accounts in determining that it is reasonable in relation to the financial statements as a whole.

Management's estimate of the net pension liability and related deferrals is based on actuarial valuations which include significant assumptions regarding discount rate, inflation, payroll growth, projected salary increases and investment rate of return. We evaluated the key factors and assumptions used to develop the liability and related deferrals in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of the audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October 11, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City of Coalinga's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to

determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City of Coalinga's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

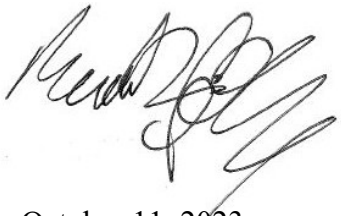
Other Matters

We applied certain limited procedures to the, Budgetary Comparison Schedules, Proportionate Share of Net Pension Liability, and Schedule of Contributions which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted 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 did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information, as listed in the table of contents, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the City Council and management of City of Coalinga and is not intended to be, and should not be, used by anyone other than these specified parties.



October 11, 2023

CITY OF COALINGA

INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS
JUNE 30, 2022

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council
City of Coalinga, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Coalinga (the "City"), California, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives 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 to issue an auditor's report that includes our opinions. 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 generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. 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, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing 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. Our opinion on the basic financial statements is not affected by this missing information.

Accounting principles generally accepted in the United States of America require that the budgetary comparison information on page 50-51, the Schedule of Proportionate Share of Net Pension Liability/(Asset) on page 52, and the Schedule of Contributions on page 53 be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements and the budgetary comparison schedule for the Coalinga Public Finance Authority Fund and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the budgetary comparison schedule for the Coalinga Public Finance Authority Fund and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 11, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



October 11, 2023

CITY OF COALINGA

STATEMENT OF NET POSITION
JUNE 30, 2022

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments	$ 21,923,020	$ 5,549,238	$ 27,472,258
Restricted cash with fiscal agent	507,093	8,428,744	8,935,837
Accounts receivable, net	20,346	1,099,536	1,119,882
Interest receivable	1,788,495	2,372	1,790,867
Lease receivable	152,881	-	152,881
Prepaids	305,972	-	305,972
Due from other governments	4,794,766	-	4,794,766
Internal balances	18,810,000	(18,810,000)	-
Land held for resale	165,000	-	165,000
Notes receivable	2,887,582	-	2,887,582
Bonds receivable	619,942	-	619,942
Net pension asset	581,558	211,560	793,118
Capital assets, net of allowance for depreciation	31,541,342	17,553,190	49,094,532
Total assets	84,097,997	14,034,640	98,132,637
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows of resources related to pensions	1,479,619	473,004	1,952,623
Total deferred outflows of resources	1,479,619	473,004	1,952,623
LIABILITIES			
Accounts payable	599,588	1,177,733	1,777,321
Accrued liabilities	403,169	81,496	484,665
Accrued interest payable	155,977	-	155,977
Deposits and claims payable	103,044	47,300	150,344
Unearned revenue	6,662	-	6,662
Long-term liabilities			
Due within one year	830,306	-	830,306
Due in more than one year	22,953,142	-	22,953,142
Compensated absences	376,212	174,493	550,705
Total liabilities	25,428,100	1,481,022	26,909,122
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows of resources related to pensions	214,998	34,404	249,402
Deferred inflows of resources related to leases	78,958	-	78,958
Total deferred inflows of resources	293,956	34,404	328,360
NET POSITION			
Net investment in capital asseets	7,757,894	9,506,934	17,264,828
Restricted for debt service	24,532,966	-	24,532,966
Restricted for specific projects and programs	10,514,174	-	10,514,174
Unrestricted	17,050,526	3,485,284	20,535,810
Total net position	$ 59,855,560	$ 12,992,218	$ 72,847,778

See accompanying notes.

CITY OF COALINGA

STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2022

Functions/Programs	Expense	Program Revenue: Charges for Services	Program Revenue: Operating Grants and Contributions	Program Revenue: Capital Grants and Contributions	Net Revenue/(Expense) and Changes in Net Position: Governmental Activities	Net Revenue/(Expense) and Changes in Net Position: Business-Type Activities	Net Revenue/(Expense) and Changes in Net Position: Total
Primary Government							
Governmental activities							
General government	$ 2,326,495	$ 100	$ 4,109,582	$ -	$ 1,783,187	$ -	$ 1,783,187
Public works	2,208,745	736,543	5,855,222	108,113	4,491,133	-	4,491,133
Community development	468,915	-	358,163	-	(110,752)	-	(110,752)
Public safety	7,739,059	3,263,081	749,234	-	(3,726,744)	-	(3,726,744)
Debt Service							
Interest and fiscal charges	618,792	-	-	-	(618,792)	-	(618,792)
Total governmental activities	13,362,006	3,999,724	11,072,201	108,113	1,818,032	-	1,818,032
Business-type activities							
Water	4,968,550	5,501,424	121,639	117,488	-	772,001	772,001
Sewer	1,459,925	1,731,015	32,680	365,243	-	669,013	669,013
Natural Gas	2,999,707	2,467,232	-	-	-	(532,475)	(532,475)
Sanitation	2,190,585	2,382,233	-	-	-	191,648	191,648
Total business-type activities	11,618,767	12,081,904	154,319	482,731	-	1,100,187	1,100,187
Total primary government	$ 24,980,773	$ 16,081,628	$ 11,226,520	$ 590,844	1,818,032	1,100,187	2,918,219
General Revenue							
Property taxes					3,458,265	-	3,458,265
Sales taxes					3,586,825	-	3,586,825
Franchise and other taxes					522,023	-	522,023
Business licenses					136,539	-	136,539
Rents					100,140	34,050	134,190
Interest income					670,032	16,133	686,165
Other					443,322	24,236	467,558
Gain/(loss) on sale of assets					314	23,175	23,489
Total general revenue					8,917,460	97,594	9,015,054
Change in Net Position					10,735,492	1,197,781	11,933,273
Net Position							
Beginning of year, restated					49,120,068	11,794,437	60,914,505
End of year					$ 59,855,560	$ 12,992,218	$ 72,847,778

See accompanying notes.

CITY OF COALINGA

BALANCE SHEET – GOVERNMENTAL FUNDS
JUNE 30, 2022

	General	Coalinga Public Financing Authority Debt Service Fund	Low-Moderate Housing Asset Special Revenue Fund	CalTrans	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS						
Cash and investments	$ 13,472,342	$ 2,413,519	$ 1,456,616	$ 1	$ 4,580,542	$ 21,923,020
Cash and investments with fiscal agent	-	507,093	-	-	-	507,093
Accounts receivable, net	11,325	-	-	-	9,021	20,346
Prepaids	-	305,972	-	-	-	305,972
Interest receivable	2,732	1,784,524	325	-	914	1,788,495
Lease receivable	152,881	-	-	-	-	152,881
Due from other governments	2,820,827	-	-	552,355	1,421,584	4,794,766
Land held for resale	-	-	165,000	-	-	165,000
Due from other funds	486,533	-	-	-	-	486,533
Advances to other funds	-	18,810,000	-	-	-	18,810,000
Notes receivable	-	-	2,887,582	-	-	2,887,582
Bonds receivable	-	619,942	-	-	-	619,942
Total assets	$ 16,946,640	$ 24,441,050	$ 4,509,523	$ 552,356	$ 6,012,061	$ 52,461,630
LIABILITIES						
Accounts payable	$ 231,433	$ 100	$ 6,965	$ 75,727	$ 285,363	$ 599,588
Accrued liabilities	403,169	-	-	-	-	403,169
Deposits and claims payable	97,744	-	-	-	5,300	103,044
Due to other funds	-	-	-	227,335	259,198	486,533
Unearned revenue	-	-	-	-	6,662	6,662
Total liabilities	732,346	100	6,965	303,062	556,523	1,598,996
DEFERRED INFLOWS OF RESOURCES						
Deferred right to use - lease income	78,958	-	-	-	-	78,958
Unavailable revenues	-	-	2,887,582	-	1,038,378	3,925,960
Total deferred inflows of resources	78,958	-	2,887,582	-	1,038,378	4,004,918
FUND BALANCE						
Nonspendable:						
Leases receivable	152,881	-	-	-	-	152,881
Restricted:						
Debt service	-	24,440,950	-	-	92,016	24,532,966
Emergency medical transportation	4,069,872	-	-	-	-	4,069,872
Community development	-	-	1,614,976	-	-	1,614,976
Storm drainage and flood control	-	-	-	-	371,554	371,554
Streets and bridges	-	-	-	-	124,952	124,952
Public building and facilities	-	-	-	-	106,296	106,296
Park improvements	-	-	-	-	282,662	282,662
Transit system	-	-	-	249,294	-	249,294
Street maintenance	-	-	-	-	1,723,878	1,723,878
LTF Article 8	-	-	-	-	1,470,646	1,470,646
Law enforcement and fire	-	-	-	-	392,746	392,746
EDA Community buildings	-	-	-	-	47,570	47,570
EDA revolving loans	-	-	-	-	59,728	59,728
Unassigned	11,912,583	-	-	-	(254,888)	11,657,695
Total fund balance	16,135,336	24,440,950	1,614,976	249,294	4,417,160	46,857,716
Total liabilities, deferred inflows of resources, and fund balance	$ 16,946,640	$ 24,441,050	$ 4,509,523	$ 552,356	$ 6,012,061	$ 52,461,630

CITY OF COALINGA

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCE TO NET POSITION OF GOVERNMENTAL ACTIVITIES
JUNE 30, 2022

Total governmental fund balance	$ 46,857,716
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	31,541,342
Deferred outflows of resources related to net pension liability, represent a consumption of net position that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.	1,479,619
Net pension asset applicable to governmental activities is not financial resources and accordingly is not reported in the funds.	581,558
Deferred inflows of resources related to net pension liability, represent an as liabilities in the Statement of Net Position since revenue recognition is not based upon measurable and available criteria.	(214,998)
Unavailable revenue balances relating to certain receivables are not reported acquisition of net position that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.	
Governmental long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	(23,783,448)
Compensated absences are not due and payable in the current period and therefore are not reported in the funds.	(376,212)
Interest on long-term debt is reported as an expenditure of the Governmental Funds when paid because it requires the use of current financial resources. However, accrued interest must be recorded when incurred.	(155,977)
Unavailable revenues are not available to pay for current period expenditures and, therefore, are reported as unavailable revenues in the funds.	3,925,960
Net position of governmental activities	$ 59,855,560

CITY OF COALINGA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2022

	General	Coalinga Public Financing Authority	Low-Moderate Housing Asset Special Revenue Fund	CalTrans	Nonmajor Governmental Funds	Total Governmental Funds
Revenue						
Taxes and special assessments	$ 7,567,113	$ -	$ -	$ -	$ -	$ 7,567,113
Licenses, permits and impact fees	1,359,669	-	-	-	388,296	1,747,965
Intergovernmental	4,703,802	-	406,488	3,368,996	3,965,932	12,445,218
Charges for services	2,378,022	-	-	-	-	2,378,022
Fines and forfeitures	10,276	-	-	-	-	10,276
Use of money and property	130,386	766,483	954	-	856	898,679
Interest	-	-	-	-	11,042	11,042
Other	76,834	366,464	-	-	27	443,325
Total revenue	16,226,102	1,132,947	407,442	3,368,996	4,366,153	25,501,640
Expenditures						
Current						
General government	2,122,736	13,477	-	-	-	2,136,213
Public works	331,396	-	-	112,499	1,562,110	2,006,005
Community development	414,217	-	181,041	-	1,114	596,372
Public safety	8,553,974	-	-	-	71,500	8,625,474
Capital outlay	2,801,120	-	-	3,143,167	1,552,271	7,496,558
Debt Service						
Principal	143,000	470,000	-	-	49,654	662,654
Interest and fiscal charges	4,576	631,893	-	-	13,941	650,410
Total expenditures	14,371,019	1,115,370	181,041	3,255,666	3,250,590	22,173,686
Revenue over/(under) expenditures	1,855,083	17,577	226,401	113,330	1,115,563	3,327,954
Other Financing Sources/(Uses)						
Sale of general capital assets	13,901	-	-	-	4,077	17,978
Bond proceeds	2,007,791	-	-	-	265,795	2,273,586
Transfers in/(out) - net	(247,443)	-	-	-	247,443	-
Total other financing sources	1,774,249	-	-	-	517,315	2,291,564
Change in Fund Balance	3,629,332	17,577	226,401	113,330	1,632,878	5,619,518
Fund Balance						
Beginning of year, restated	12,506,004	24,423,373	1,388,575	135,964	2,784,282	41,238,198
End of year	$ 16,135,336	$ 24,440,950	$ 1,614,976	$ 249,294	$ 4,417,160	$ 46,857,716

See accompanying notes.

CITY OF COALINGA

RECONCILIATION OF STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITES AND CHANGES IN NET POSITION
YEAR ENDED JUNE 30, 2022

Net change in fund balance - total governmental funds	$	5,619,518
Amounts reported for governmental activities in the Statement of Activities are different because:		
Depreciation expense on capital assets is reported in the Statement of Activities, but does not require the use of current financial resources. Therefore, depreciation expense is not required as expenditures in Governmental Funds		(1,067,400)
Pension expenses reported in the Statement of Activities do not require the of current financial resources and, therefore are not reported as expenditures in the Governmental Funds		1,910,229
Amortization of deferred debt costs in the Statement of Activities does not require the use of current financial resources and is not required as expenditures in Governmental Funds		31,618
Governmental Funds report proceeds from the sale of assets as revenue. However, in the Statement of Activities the proceeds are reduced by the book value of the asset		(13,587)
Governmental Funds report capital outlay as expenditures. However, in the Statement of Activities the cost of those assets are capitalized as an asset and depreciated over the period of service		7,496,558
Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Assets		(2,273,586)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds		(1,264,903)
Repayment of long-term debt is an expenditure in governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position		662,654
Compensated absence costs in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in Governmental Funds		(221,998)
In the Statement of Activities interest is accrued on long-term debt, whereas, in governmental funds interest expenditure is reported when due		(143,611)
Change in net position of governmental activities	$	10,735,492

CITY OF COALINGA

STATEMENT OF NET POSITION – PROPRIETARY FUNDS
JUNE 30, 2022

	Business-Type Activities - Enterprise Funds				
	Water	Sewer	Natural Gas	Sanitation	Total Proprietary Funds
ASSETS					
Current assets					
Cash and investments	$ 462,320	$ 3,630,226	$ 1,410,875	$ 45,817	$ 5,549,238
Cash and investments with fiscal agent	8,428,744	-	-	-	8,428,744
Accounts receivable, net	473,796	124,747	249,332	251,661	1,099,536
Interest receivable	516	1,418	417	21	2,372
Total current assets	9,365,376	3,756,391	1,660,624	297,499	15,079,890
Non-current assets					
Net pension asset	96,002	45,735	61,497	8,326	211,560
Property, plant and equipment, net of allowance for depreciation	11,426,674	5,670,493	456,023	-	17,553,190
Total assets	20,888,052	9,472,619	2,178,144	305,825	32,844,640
DEFERRED OUTFLOWS OF RESOURCES					
Deferred outflows related to pensions	214,640	102,255	137,494	18,615	473,004
Total deferred outflows of resources	214,640	102,255	137,494	18,615	473,004
LIABILITIES					
Current liabilities					
Accounts payable	433,238	61,403	310,586	372,506	1,177,733
Accrued liabilities	38,805	20,524	21,839	328	81,496
Deposits	47,300	-	-	-	47,300
Total current liabilities	519,343	81,927	332,425	372,834	1,306,529
Non-current liabilities					
Advances from other funds	16,475,000	2,335,000	-	-	18,810,000
Compensated absences	78,766	47,959	46,891	877	174,493
Total noncurrent liabilities	16,553,766	2,382,959	46,891	877	18,984,493
Total liabilities	17,073,109	2,464,886	379,316	373,711	20,291,022
DEFERRED INFLOWS OF RESOURCES					
Deferred inflows related to pensions	15,612	7,437	10,001	1,354	34,404
Total deferred inflows of resources	15,612	7,437	10,001	1,354	34,404
NET POSITION					
Net investment in capital assets	3,380,418	5,670,493	456,023	-	9,506,934
Unrestricted/(deficit)	633,553	1,432,058	1,470,298	(50,625)	3,485,284
Total net position	$ 4,013,971	$ 7,102,551	$ 1,926,321	$ (50,625)	$ 12,992,218

See accompany notes.

CITY OF COALINGA

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION – PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2022

	Business-Type Activities - Enterprise Funds				
	Water	Sewer	Natural Gas	Sanitation	Total Proprietary Funds
Operating Revenue					
Charges for services	$ 5,452,036	$ 1,731,015	$ 2,467,232	$ 2,382,233	$ 12,032,516
Connection charges	49,388	-	-	-	49,388
Total operating income	5,501,424	1,731,015	2,467,232	2,382,233	12,081,904
Operating Expense					
Personnel	1,255,173	516,811	551,221	49,068	2,372,273
Contractual services and utilities	1,405,485	399,688	945,920	2,065,448	4,816,541
Supplies and materials	716,272	210,199	116,820	35,321	1,078,612
Cost of sales	751,811	-	1,280,985	-	2,032,796
Bad debt	56,035	23,669	46,997	40,748	167,449
Depreciation	537,109	240,090	57,764	-	834,963
Total operating expense	4,721,885	1,390,457	2,999,707	2,190,585	11,302,634
Operating income/(loss)	779,539	340,558	(532,475)	191,648	779,270
Nonoperating Revenue/(Expense)					
Intergovernmental	121,639	32,680	-	-	154,319
Development impact fees	117,488	365,243	-	-	482,731
Interest income	12,200	2,958	955	20	16,133
Miscellaneous	17,794	34,060	-	6,432	58,286
Gain (loss) on sale of assets	7,382	4,505	6,288	5,000	23,175
Interest expense	(246,665)	(69,468)	-	-	(316,133)
Total nonoperating revenue/(expense)	29,838	369,978	7,243	11,452	418,511
Change in Net Position	809,377	710,536	(525,232)	203,100	1,197,781
Net Position					
Beginning of year	3,204,594	6,392,015	2,451,553	(253,725)	11,794,437
End of year	$ 4,013,971	$ 7,102,551	$ 1,926,321	$ (50,625)	$ 12,992,218

See accompany notes.

CITY OF COALINGA

STATEMENT OF CASH FLOW - PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2022

	Business-Type Activities - Enterprise Funds				
	Water	Sewer	Natural Gas	Sanitation	Total Business-Type Funds
Operating Activities					
Receipts from customers and users	$ 5,518,028	$ 1,732,471	$ 2,382,416	$ 2,351,190	$ 11,984,105
Payments to employees	(1,548,197)	(649,369)	(735,228)	(76,962)	(3,009,756)
Payments for contractual services and utilities	(1,397,680)	(433,466)	(733,057)	(1,874,964)	(4,439,167)
Payments to suppliers	(716,272)	(210,199)	(116,820)	(35,321)	(1,078,612)
Payments for cost of sales	(751,811)	-	(1,280,985)	-	(2,032,796)
Net cash provided by (used in) operating activities	1,104,068	439,437	(483,674)	363,943	1,423,774
Non-capital Financial Activities					
Payments from other governments	121,639	32,680	-	-	154,319
Payments (to)/from other funds	-	329,557	378,000	(329,557)	378,000
Net cash provided by (used in) noncapital financing activities	121,639	362,237	378,000	(329,557)	532,319
Capital and Related Financing Activities					
Development impact fees received	117,488	365,243	-	-	482,731
Rental income received	17,794	34,060	-	11,432	63,286
Purchase of property, plant and equipment	(1,214,653)	(103,813)	(22,734)	-	(1,341,200)
Interest paid on long-term debt	(246,665)	(69,468)	-	-	(316,133)
Net cash provided by (used in) capital and related financing activities	(1,326,036)	226,022	(22,734)	11,432	(1,111,316)
Investing Activities					
Interest received	11,779	2,175	856	(1)	14,809
Net cash provided by (used in) investing activities	11,779	2,175	856	(1)	14,809
Net Increase (Decrease) in Cash	(88,550)	1,029,871	(127,552)	45,817	859,586
Cash					
Beginning of year	8,979,614	2,600,355	1,538,427	-	13,118,396
End of year	$ 8,891,064	$ 3,630,226	$ 1,410,875	$ 45,817	$ 13,977,982

CITY OF COALINGA

STATEMENT OF CASH FLOW - PROPRIETARY FUNDS (CONTINUED)
YEAR ENDED JUNE 30, 2022

	Business-Type Activities - Enterprise Funds				
	Water	Sewer	Natural Gas	Sanitation	Total Business-Type Funds
Reconciliation of cash to financial statements:					
Cash and investments	$ 462,320	$ 3,630,226	$ 1,410,875	$ 45,817	$ 5,549,238
Cash and investments with fiscal agent	8,428,744	-	-	-	8,428,744
	$ 8,891,064	$ 3,630,226	$ 1,410,875	$ 45,817	$ 13,977,982
Cash Flows from Operating Activities					
Operating income (loss)	$ 779,539	$ 340,558	$ (532,475)	$ 191,648	$ 779,270
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:					
Depreciation	537,109	240,090	57,764	-	834,963
Changes in assets and liabilities:					
(Increase) decrease in Accounts Receivable	64,239	25,125	(37,819)	9,705	61,250
(Increase) decrease in deferred outflows of resources	(91,310)	(43,500)	(58,491)	(7,919)	(201,220)
Increase (decrease) in accounts payable	(31,000)	(54,302)	191,024	190,156	295,878
Increase (decrease) in accrued liabilities	38,805	20,524	-	-	59,329
Increase (decrease) in deposists and other liabilites	8,400	-	21,839	328	30,567
Increase (decrease) in compensated absences	(3,708)	5,273	1,323	(2,802)	86
Increase (decrease) in deferred inflows of resources	6,656	3,170	4,264	577	14,667
Increase (decrease) in net pension liability	(204,662)	(97,501)	(131,103)	(17,750)	(451,016)
Net Cash Provided (Used in) Operating Activities	$ 1,104,068	$ 439,437	$ (483,674)	$ 363,943	$ 1,423,774

CITY OF COALINGA

STATEMENT OF FIDUCIARY NET POSTION
JUNE 30, 2022

	Coalinga Successor Agency	Ayres/Beason Scholarship	Total Private Purpose Trust Funds
ASSETS			
Cash and investments	$ 736,840	$ 50,149	$ 786,989
Cash and investments with fiscal agent	21	-	21
Intergovermental receivables	1,078,506	-	1,078,506
Interest receivable	-	12	12
Notes receivable	63,766	-	63,766
Land held for sale	131,250	-	131,250
Total assets	2,010,383	50,161	2,060,544
LIABILITIES			
Accounts payable and accrued expense	5,143	-	5,143
Accrued liabilities	2,701	-	2,701
Interest payable	28,031	-	28,031
Long-term Debt			
Due within one year	1,145,000	-	1,145,000
Due in more than one year	4,638,342	-	4,638,342
Total liabilities	5,819,217	-	5,819,217
DEFERRED INFLOWS OF RESOURCES			
Gain on bond refunding	7,218	-	7,218
Total deferred inflows of resources	7,218	-	7,218
NET POSITION			
Net position held in trust for:			
Redevelopment dissolution and other purposes	(3,816,052)	-	(3,816,052)
Scholarship	-	50,161	50,161
Total net position (deficit)	$ (3,816,052)	$ 50,161	$ (3,765,891)

See accompany notes.

CITY OF COALINGA

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
YEAR ENDED JUNE 30, 2022

	Coalinga Successor Agency	Ayres/Beason Scholarship	Total Private Purpose Trust Funds
ADDITIONS			
Property taxes	$ 1,190,059	$ -	$ 1,190,059
Investments, rents and other earnings	8,375	36	8,411
Total additions	1,198,434	36	1,198,470
DEDUCTIONS			
Administrative costs	491,015	2,000	493,015
Interest and fiscal agency expenses	267,603	-	267,603
Total deductions	758,618	2,000	760,618
Change in Net Position	439,816	(1,964)	437,852
Net Position			
Beginning of year, restated	(4,255,868)	52,125	(4,203,743)
End of year	$ (3,816,052)	$ 50,161	$ (3,765,891)

See accompany notes.

Note 1 – Summary of Significant Accounting Policies

Reporting Entity

The City of Coalinga, California (the "City") was incorporated as a general law city in 1906. The City operates under a Council-Manager form of government. The City's major operations include public safety; highways and streets; water, sewer, natural gas, transit and refuse collection; parks and recreation; building inspection; public improvements; planning and zoning, and general administrative services. The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. There are no discretely presented component units included in these financial statements.

Blended Component Unit - The Coalinga Public Financing Authority ("CPFA") was established in 1991 through a Joint Exercise of Powers Agreement between the City, the Agency, and the Coalinga-Huron Unified School District. The formation of the joint powers authority was approved by the City Council who is also designated as the Board of Directors for the CPFA. The City Manager is appointed Secretary with the City staff providing all support services. The purpose of the CPFA is solely to provide funds from the sale of revenue bonds to finance or refinance the costs of various projects for the City. The City set up the CPFA to act as a financing/lending type institution only. The CPFA/City legislative meetings are held concurrently. The CPFA is reported as a debt service fund and does not issue separate financial statements.

Basis of Accounting – Fund Accounting

The accounts of the City are organized on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements.

Government-Wide Financial Statements – The statement of net position and the statement of activities display information about the primary government (the City) and its component unit. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for each different identifiable activity of the City's business-type activities and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are included in the program expense reported for individual function. Certain indirect costs, which cannot be identified and broken down, are included in the program expense reported for individual functions and activities. Program revenues include, 1) fines, fees, and charges paid by the recipients of goods and services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented instead as general revenues.

Note 1 – Summary of Significant Accounting Policies (Continued)

Fund Financial Statements – The fund financial statements provide information about the City's funds, including its fiduciary funds and blended component units. Separate statements for each fund category – governmental, proprietary, and fiduciary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements. An accompanying schedule is presented to reconcile and explain the differences in funds and changes in fund balances as presented in these statements to the net position and changes in net position presented in the government- wide financial statements.

The City reports the following major governmental funds:

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Coalinga Public Financing Authority Debt Service Fund* is used to account for revenues and expenditures of the CPFA Revenue Bonds. Bond proceeds are to be used to finance or refinance the costs of various improvement projects for the City and other public agencies.

The *Low-Moderate Housing Asset Special Revenue Fund* accounts for monies received and expended for low- and moderate-income housing activities pursuant to AB1484.

The *CalTrans Special Revenue Fund* accounts for monies received and expended for street projects from the California Department of Transportation.

Enterprise fund financial statements include a statement of net position, statement of revenues, expenses and changes in net position, a statement of cash flows for each major enterprise fund and nonmajor funds aggregated.

The City has four major enterprise funds: the Water Fund, Sewer Fund, Natural Gas Fund, and Sanitation Fund, which are used to account for operations that are financed and operated in a manner similar to private business enterprise. In an enterprise fund, the intent of the City Council is that costs (expenses, including depreciation) of providing services to the general public, on a continuing basis, be financed or recovered primarily through user charges.

The City reports the following major enterprise funds:

Water Fund – The Water Fund accounts for the activities of the City's water production and distribution operations.

Sewer Fund – The Sewer Fund accounts for the activities of the City's sanitary sewer system operations.

Natural Gas – The Natural Gas Fund accounts for the operation and maintenance of the City's natural gas system.

Sanitation Fund – The Sanitation Fund accounts for the operation and maintenance of the City's sanitation system.

Note 1 – Summary of Significant Accounting Policies (Continued)

Basis of Presentation – Fund Accounting

The City's fiduciary funds are used to account for resources held for the benefit of parties outside the government. The fund's activities are reported in a separate statement of fiduciary net position and a statement of changes in fiduciary net position. Fiduciary funds are not reflected in the government-wide statements because the resources of those funds are not available to support the City's own programs. Fiduciary funds are presented on an economic resources measurement focus and the accrual basis of accounting, similar to the government-wide financial statements.

Private-Purpose Trust Fund – The Private-Purpose Trust Fund accounts for assets held by the City as trustee for the Successor Agency and Ayres/Beason Scholarships.

The City reports the following private purpose trust funds:

The Coalinga Successor Agency Fund accounts for the assets and liabilities of the former Redevelopment Agency and its allocated revenue to pay estimated installment payments of the enforceable obligations until the obligations of the former Redevelopment Agency are paid in full and assets have been liquidated.

The Ayres/Beason Scholarship Fund accounts for the assets and liabilities of the Ayres/Beason scholarship.

Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

Government-Wide Financial Statements – The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental Fund Financial Statements – Governmental funds are reported using current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Note 1 – Summary of Significant Accounting Policies (Continued)

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the government.

The proprietary and private-purpose trust funds are reported using the *economic resources measurement focus* and the *accrual basis of accounting*.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water fund, sewer fund, natural gas fund, sanitation fund, and utility billing funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Financial Statement Amounts

Cash and Investments – Cash and investments represent the City's cash bank accounts including but not limited to certificates of deposit, money market funds and cash management pools for reporting purposes in the Statement of Cash Flows. Additionally, investments with maturities of three months or less when purchased are included as cash equivalents in the Statement of Cash Flows.

The City maintains a cash and investment pool that is available for use by all funds. Interest earnings as result of this pooling are distributed to the appropriate funds based on year-end cash balances in each fund. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

Investments of the pool include only those investments authorized by the California Government Code such as, United States Treasury securities, agencies guaranteed by the United States Government, registered state warrants, and other investments. Investments primarily consist of deposits in the State of California Local Agency Investment Fund. Investments are stated at cost or amortized cost.

Restricted Cash with Fiscal Agent – The City has funds held by trustee or fiscal agents pledged to the payment or security of bonds and are classified as restricted assets on the balance sheet because they are maintained in separate bank accounts and their use is limited by applicable bond covenants. The City reports restricted cash with fiscal agent in the CPFA debt service fund, the Water and Sewer enterprise funds, and the Coalinga Successor Agency private- purpose trust fund. Amounts reported in these funds are restricted for debt service payments and specific projects.

Note 1 – Summary of Significant Accounting Policies (Continued)

Accounts Receivable – These are comprised primarily of revenues that have been earned but not yet received by the City as of June 30 from individual customers, private entities and government agencies. In addition, this account includes accrued revenues due from other agencies for expenditure driven types of grants whereby the City accrues grant revenues for expenditures/expenses incurred but not yet reimbursed by the grantors. Also, property taxes earned but not received from the County of Fresno as of June 30 and unbilled services for utility and other services delivered to customers but not billed as of June 30, are included in this account. Management determines the allowance for doubtful accounts by evaluating individual customer accounts. Utility customer closed accounts are written off when deemed uncollectible. Recoveries to utility customer receivables previously written off are recorded when received.

The City uses an independent billing company to bill and collect on all ambulance services. Ambulance billings consist of amounts owed by individuals for services rendered for ambulance transport. Management is not able to create a reasonable estimate of the collectability of existing accounts. In addition, the outstanding receivables are deemed unavailable as the City typically receives payment after the availability period of 60 days. The City records all ambulance receipts on a cash basis.

Property Tax Calendar – Fresno County is responsible for the assessment, collection and apportionment of property taxes for all taxing jurisdictions. Property taxes are levied in equal installments on November 1 and February 1. They become delinquent on December 10 and April 10, respectively. The lien date is January 1 of each year. Property taxes are accounted for in the General Fund. Property tax revenues are recognized when they become measurable and available to finance current liabilities. The City considers property taxes as available if they are collected within 60 days after year-end. Property tax on the unsecured roll are due on the January 1 lien date and become delinquent if unpaid on August 31. However, unsecured property taxes are not susceptible to year-end accrual.

The City is permitted by Article XIIIA of the State of California Constitution (known as Proposition 13) to levy a maximum tax of $1 per $100 of full cash value.

Interfund Receivables/Payable – During the course of operations the City has activity between funds for various purposes. Any residual balances outstanding at year-end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental and internal service funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type activities column.

Note 1 – Summary of Significant Accounting Policies (Continued)

Assets Held for Resale – Assets held by the City or the Coalinga Successor Agency for the purpose of improving and reselling are accounted for in the account. Property is valued at the lower of cost or net realizable value.

Capital Assets – Capital outlays are recorded as expenditures of the General, Special Revenue, and Capital Projects Funds and as assets in the Government-Wide Financial Statements to the extent the City's capitalization threshold is met.

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities column in the Government- Wide Financial Statements. Capital assets are defined by the government as assets with an initial individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Betterments and major improvements which significantly increase values, change capacities or extend useful lives are capitalized. Upon sale or retirement of fixed assets, the cost and related accumulated depreciation are removed from the respective accounts and any resulting gain or loss is included in the results of operations.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities are included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the primary government, as well as the component units, are depreciated using the straight-line method over the following estimated useful lives:

	Years
Infrastructure	10 - 50
Buildings, structures and improvements	5 - 40
Water storage rights	40
Transmission and distribution equipment	5 - 50
Rolling equipment	2 - 30
Office equipment	3 - 10

Right-to-use lease assets – Lease agreements are recorded at the amount of the initial measurement of the lease liabilities and modified by any lease payment made to the lessor at or before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term along with any initial direct costs that are ancillary charges necessary to place the lease assets into service.

Right-to-use lease assets are amortized using the straight-line method over the shorter of the lease term or the useful life on the underlying asset, unless the lease contains a purchase option that the City has determined is reasonably certain of being exercised.

Note 1 – Summary of Significant Accounting Policies (Continued)

Unearned revenue – Is that for which recognition criteria have been met, but for which revenue recognition criteria have not been met. The City typically records intergovernmental revenues (primary grants and subventions) received but not earned (qualifying expenditures not yet incurred).

Unavailable Revenue – In the fund financial statements, unavailable revenue is recorded when transactions have not yet met the revenue recognition criteria based on the modified accrual basis of accounting. The City records unavailable revenue for transactions for which revenues have been earned, but for which funds are not available to meet current financial obligations.

Deferred Outflows and Inflows of Resources – The City recognizes deferred outflows and inflows of resources. A deferred outflow of resources is defined as a consumption of net position by the government that is applicable to a future reporting period. A deferred inflow of resources is defined as an acquisition of net position by the government that is applicable to a future reporting period. Refer to Notes 9 and 11 for a detailed listing of the deferred outflows and deferred inflows of resources the City has recognized.

Interest Payable – In the government-wide financial statements, interest payable of long-term debt is recognized as the liability is incurred for the governmental fund-types and proprietary-fund types.

In the fund financial statements, proprietary fund-types recognize the interest payable when the liability is incurred.

Leases
Lessee: The City is a lessee for a noncancellable lease of equipment. The lessee recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of $5,000 or more. At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases, which it has determined is the prime rate at the inception of the lease.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long- term debt on the statement of net position.

Note 1 – Summary of Significant Accounting Policies (Continued)

Lessor: The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental and enterprise fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses the interest rate charged to the lessees as the discount rate. When the interest rate charged to the lessees is not provided, the City generally uses the implied rate of return as the discount rate for leases. When the implied rate of return has not been determined, the City uses its estimated incremental borrowing rate which it has determined is the prime rate at the inception of the lease.
- The lease term includes the non-cancellable period of the lease. Lease receipts included in the measurement of the lease receivable are composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Long-Term Debt – In the government-wide, proprietary fund and fiduciary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, proprietary fund and fiduciary fund financial statements. Bond premiums and discounts are deferred and amortized on a straight-line basis over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Gains or losses from refunding of debt are reported as deferred outflows or inflows of resources and amortized over the shorter of the life of the refunded debt or refunding debt. Amortization of these balances is recorded as a component of interest expense.

Prepaid bond insurance costs are amortized using the straight-line method over the life of the bonds. Amortization of these balances is recorded as a component of operating expenses.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Note 1 – Summary of Significant Accounting Policies (Continued)

Compensated Absences – It is the City's policy to permit all employees to accumulate earned but unused vacation, sick pay and compensatory time benefits. Those employees on shift work schedules may also accumulate hours for holiday time benefits.

Vested or accumulated vacation, holiday and eligible sick leave along with any compensation time that is expected to be paid with expendable available financial resources is reported as an expenditure in the fund financial statements of the Governmental Fund that will pay for it. Amounts not expected to be liquidated with expendable available financial resources are reported in the Government-Wide Financial Statements.

Vested leave of Proprietary Funds are recorded as an expense and liability as the benefits accrue.

Pensions – In government-wide financial statements, pensions are recognized and disclosed using the accrual basis of accounting (see Note 10 and the RSI section immediately following the notes to financial statements), regardless of the amount recognized as pension expenditures on the modified accrual basis of accounting. The City recognizes a net pension liability/(asset) for each qualified pension plan in which it participates, which represents the excess of the total pension liability over the fiduciary net position of the qualified pension plan, measured as of the City's fiscal year-end or the City's proportionate share thereof in the case of a cost-sharing multiple-employer plan. Changes in the net pension liability/(asset) during the period are recorded as pension expense, or as deferred inflows of resources or deferred outflows of resources depending on the nature of the change, in the period incurred. Those changes in net pension liability/(asset) that are recorded as deferred inflows of resources or deferred outflows of resources that arise from changes in actuarial assumptions or other inputs and differences between expected or actual experience are amortized over the weighted average remaining service life of all participants including retirees, in the respective qualified pension plan and recorded as a component of pension expense beginning with the period in which they arose. Projected earnings on qualified pension plan investments are recognized as a component of pension expense. Differences between projected and actual investment earnings are reported as deferred inflows of resources or deferred outflows of resources and amortized as a component of pension expense on a closed basis over a five-year period beginning with the period in which the difference occurred.

Net Position/Fund Balance – The government-wide and business-type activities fund financial statements utilize a net position presentation. Net positions are categorized as net investment in capital assets, restricted and unrestricted.

- Net Investment in Capital Assets – This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce the balance in this category.

- Restricted Net Position – This category presents external restrictions on net position imposed by creditors, grantors, contributors or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

- Unrestricted Net Position – This category represents net position of the City, not restricted for any project or other purpose.

Note 1 – Summary of Significant Accounting Policies (Continued)

When both restricted and unrestricted net position are available, restricted resources are depleted first before the unrestricted resources are used.

Fund Balance – In the fund financial statements, government fund balance is made up of the following components:

- Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact.
- Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.
- Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the City Council. These amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.
- Assigned: This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the City Council or through the City Council delegating this responsibility to the City manager through the budgetary process. This classification also includes the remaining positive fund balance for all governmental funds except for the General Fund.
- Unassigned: This classification includes amounts that have not been assigned to other funds or restricted, committed or assigned to a specific purpose within the City.

The City would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

Encumbrances – The City does not use encumbrance accounting.

Grant Revenues – Certain grant revenues are recognized when specific related expenditures have been incurred. In other grant programs, monies are virtually unrestricted as to purpose of expenditure and are only revocable for failure to comply with prescribed compliance requirements. These revenues are recognized at the time of receipt, or earlier if susceptible to accrual criteria are met. Cash received prior to incurrence of the related expenditure is recorded as unearned revenue.

Use of Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

Note 1 – Summary of Significant Accounting Policies (Continued)

Stewardship, Compliance and Accountability

California law authorizes the City to invest in obligations of the United States Treasury, agencies and instrumentalities, certificates of deposit or time deposits in banks and savings and loan associations which are insured by the Federal Deposit Insurance Corporation.

In accordance with applicable sections of the California Government Code and the Coalinga Municipal Code, the City prepares and legally adopts an annual balanced budget on a basis consistent with accounting principles generally accepted in the United States of America. Annual appropriated budgets are adopted for the General Fund, specific Special Revenue Funds, and specific Capital Projects Funds. Budget plans are adopted for Proprietary Funds. A proposed budget is presented to the City Council during June of each year for review. The Council holds public hearings and may add to, subtract from, or change appropriations within the revenues and reserves estimated as available. Expenditures may not legally exceed budgeted appropriations at the fund level. Supplementary appropriations which alter the total expenditures of any fund, or expenditures in excess of total budgeted fund appropriations, must be approved by the City Council.

All annual appropriations lapse at fiscal year end to the extent they have not been expended or encumbered.

Deficit Net Position

Prior to February 1, 2012, the California Redevelopment Law provided tax increment financing as a source of revenue to redevelopment agencies to fund redevelopment activities. Once a redevelopment area was adopted, the former Agency could only receive tax increments to the extent that it could show on an annual basis that it had incurred indebtedness that must be repaid with tax increments. Due to the nature of the redevelopment financing, the former Agency liabilities exceeded assets. Therefore, the Agency historically carried a deficit, which was expected to be reduced as future tax increment revenues were received and used to reduce its outstanding long-term debt. This deficit was transferred to the Coalinga Successor Agency on February 1, 2012. At June 30, 2022, Coalinga Successor Agency has a deficit of $3,816,052, which will be eliminated with future redevelopment property tax revenues distributed from the Redevelopment Property Tax Trust Fund administered by the County's Auditor-Controller.

Note 2 – Cash and Investments

The City pools all of its cash and investments except those funds required to be held by outside fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash is allocated to the various funds on average cash balances. Interest income from cash investments held with fiscal agents is credited directly to the related funds.

Cash and investments as of June 30, 2022 are classified in the accompanying financial statements as follows:

Statement of Net Position:	
Cash and Investments	$ 27,472,258
Cash and Investments with fiscal agent	8,935,837
Fiduciary Funds:	
Cash and Investments	786,989
Cash and Investments with fiscal agent	21
Total Cash and Investments	$ 37,195,105

Cash and investments as of June 30, 2022 consist of the following:

Cash on hand	$ 2,652
Deposits with financial institutions	31,062,832
Investments	6,129,621
Total Cash and Investments	$ 37,195,105

Fair Value Measurements

The framework for measuring fair value provides a fair value hierarchy that categorizes the inputs to valuation techniques used to measure fair value into three levels. The fair value hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described as follows:

Level 1: Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.

Level 2: Inputs to valuation methodology include inputs – other than quoted prices included within Level 1 – that are observable for an asset or liability, either directly or indirectly.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within a fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Note 2 – Cash and Investments (Continued)

Following is a description of the valuation methodologies used for assets measured at fair value.

LAIF is valued based on the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (Level 2 input).

Investments Authorized by the California Government Code and the City's Investment Policy

The table below identifies the investment types that are authorized for the City by the California Government Code (or the City's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. The City's investment policy does not contain any specific provisions intended to limit the City's exposure to interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code or the City's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment In One Issuer
Local Agency Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptances	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20%	None
Medium-Term Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
JPA Pools (other investment pools)	N/A	None	None

Note 2 – Cash and Investments (Continued)

Investments Authorized by Debt Agreements

Investments of debt proceeds held by bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy. The table below identifies the investment types that are authorized for investments held by the bond trustee. The table also identifies certain provisions of these debt agreements that address interest rate risk, credit risk, and concentration of credit risk.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment In One Issuer
U.S. Treasury Obligations	None	None	None
U.S. Agency Securities	None	None	None
Banker's Acceptances	180 days	None	None
Commercial Paper	270 days	None	None
Money Market Mutual Funds	N/A	None	None
Investment Contracts	None	None	None
Certificates of Deposits	1 year	None	None
Repurchase Agreements	30 days	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Municipal Bonds	None	None	None

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by maintaining funds in liquid, short-term investments which can be converted to cash when necessary to meet disbursement requirements. The City's investment in the Local Agency Investment Fund ("LAIF") is available for withdraw in one business day.

Note 2 – Cash and Investments (Continued)

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustee) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

		Remaining Maturity (in months)			
Investment Type	Fair Value	12 Months or Less	13 to 24 Months	25 to 60 Months	More Than 60 Months
State investment pool	$ 6,129,621	$ 6,129,621	$ -	$ -	$ -
Total	$ 6,129,621	$ 6,129,621	$ -	$ -	$ -

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating as of year-end for each investment type.

			Ratings at Year-End
Investment Type	Fair Value	Minimum Legal Rating	Not Rated
State investment pool	$ 6,129,621	N/A	$ 6,129,621
Total	$ 6,129,621		$ 6,129,621

Concentration of Credit Risk

Concentration of credit risk is the risk that the failure of any one issuer would place an undue financial burden on the City. The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated in the California Government Code. The City does not have any investments in any one issuer (other than U.S. Treasury securities, mutual funds, and external investment pools) that represent 5% or more of total investments by reporting unit.

Note 2 – Cash and Investments (Continued)

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a city will not be able to recover its deposits or will not be able to recover collateral securities that are in possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: the California Government Code requires that a financial institution secure deposits made by the state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under the state law (unless so waived by the government unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

The carrying amounts of the City's cash deposits totaled $31,062,832 at June 30, 2022. Bank balances were $31,962,607, the total amount of which was insured and/or collateralized with securities held by the pledging financial institutions in the City's name.

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

Note 3 – Accounts Receivables

Summaries of accounts receivable and the corresponding allowances for uncollectibles at June 30, 2022 are as follows:

	General Fund	Coalinga Public Financing Authority Debt Service Fund	Low-Moderate Housing Asset Special Revenue Fund	CalTrans	Other Governmental Funds	Total Governmental Funds
Accounts receivable	$ 11,325	$ -	$ -	$ -	$ 9,021	$ 20,346
Interest receivable	2,732	1,784,524	325	-	914	1,788,495
Lease receivable	152,881	-	-	-		152,881
Due from other governments	2,820,827	-	-	552,355	1,421,584	4,794,766
Notes receivable	-	-	2,887,582	-	-	2,887,582
Bonds receivable	-	619,942	-	-	-	619,942
	2,987,765	2,404,466	2,887,907	552,355	1,431,519	10,264,012
Less: allowance for uncollectible	-	-	-	-	-	-
Accounts receivable, net	$ 2,987,765	$ 2,404,466	$ 2,887,907	$ 552,355	$ 1,431,519	$ 10,264,012

	Water	Sewer	Natural Gas	Sanitation	Total Proprietary Funds
Utility receivables	$ 783,223	$ 248,484	$ 338,686	$ 419,102	$ 1,789,495
Interest receivable	516	1,418	417	21	2,372
	783,739	249,902	339,103	419,123	1,791,867
Less: allowance for uncollectible	(309,427)	(123,737)	(89,354)	(167,441)	(689,959)
Accounts receivable, net	$ 474,312	$ 126,165	$ 249,749	$ 251,682	$ 1,101,908

Note 4 – Notes Receivable

Notes receivable of $1,435,849 represent monies loaned to homebuyers in connection with a down payment assistance program. The loans are secured by real property with repayment due upon the sale of real property or starting at the end of the 30-year deferral period. At the time of sale, the seller pays the loan balance in full without interest. Starting at the end of the 30-year deferral period, the borrower is required to repay the Down Payment Assistance Loan, without interest, over the following 15 years.

Additionally, the City allocated $1,500,000 in Successor Agency Housing Bond Proceeds as a residual receipts loan to Warthan Place Investors, LP (Warthan) for the construction of the Warthan Place Apartments Multi-Family Housing Project. The City will be repaid through a residual receipts agreement with Warthan at a 1.0% interest rate.

Note 5 – Interfund Activities

Current Inteferfund Receivables/Payables

Current interfund balances are generally short-term loans to cover temporary cash deficits in various funds and are expected to be repaid shortly after the end of the fiscal year. The City's interfund receivables and payables consisted of the following at June 30, 2022:

	Due To	Due From
Major Funds:		
General Fund	$ 486,533	$ -
CalTrans Grant Fund	-	227,335
Nonmajor Funds:		
Grants Fund	-	108,504
SB1 RMRA	-	150,694
	$ 486,533	$ 486,533

Long-Term Interfund Advances

Long-term interfund advances are advances to other funds that are not expected to be repaid in one year or less. The City's long-term interfund advances consisted of the following at June 30, 2022:

	Advances To	Advances From
Major Funds:		
Coalinga Public Financing Authority Debt Service Fund	$ 18,810,000	$ -
Water Fund	-	16,475,000
Sewer Fund	-	2,335,000
	$ 18,810,000	$ 18,810,000

Bonds Receivable and Payable

The following is a summary of interfund bonds receivable and bonds payable at June 30, 2022:

	Bonds Receivable	Bonds Payable
Major Funds:		
Coalinga Public Financing Authority Debt Service Fund	$ 619,942	$ -
Fiduciary Funds:		
Coalinga Successor Agency Fund	-	619,942
	$ 619,942	$ 619,942

Transfer In/Out

During the fiscal year, the General Fund transferred $247,443 to the Development Impact Fees Fund to help repay a loan from the Natural Gas Enterprise Fund from prior years.

Note 5 – Interfund Activities (Continued)

Interfund Advances and Bonds Receivables and Payables

Bonds receivable consists of debt instruments purchased by the Coalinga Public Financing Authority (CPFA), which was established in 1991 through a Joint Exercise of Powers Agreement between the City, the former Redevelopment Agency of the City of Coalinga, and the Coalinga-Huron Unified School District. The formation of the joint powers authority was approved by the City Council who is also designated as the Board of Directors for the CPFA. The purpose of the CPFA is solely to provide funds from the sale of revenue bonds to finance the costs of various projects for the City and other external agencies. The City set up the CPFA to act as a financing/lending type institution only. In financing the various capital improvement projects, the CPFA purchased bonds, entered into lease/sub-lease agreements and capital financing contracts with the City and other external agencies. The following is a list of the debt instruments comprising the long-term interfund advances and bonds receivable balances in the CPFA debt service fund as of June 30, 2022:

In June 1993, the CPFA loaned $1,420,000 to the former Redevelopment Agency of the City of Coalinga for the purpose of financing the construction of a new police station. The final payment of the loan is scheduled for September 15, 2021. The loan balance was paid off as of June 30, 2022.

In June 1993, the CPFA loaned $5,480,000 to the former Redevelopment Agency of the City of Coalinga for the purpose of financing the former Redevelopment Agency's $5,100,000 tax allocation bonds that were issued on June 27, 1991 for the police station project. The final payment of the loan is scheduled for September 15, 2021. The loan balance was paid off as of June 30, 2022.

In March 2021, the CPFA loaned $16,475,000 and $2,335,000 to the Water and Sewer enterprise funds, respectively, for the purpose of financing the Water Improvement Projects and the refunding of the 2012 Series Revenue Bonds. The outstanding balance as of June 30, 2022 in the Water and Sewer enterprise funds was $16,475,000 and $2,335,000, respectively.

Note 6 – Capital Assets – Capital asset activities for the year ended June 30, 2022 were as follows:

	Balance July 1, 2021	Additions	Retirements	Balance June 30, 2022
Governmental Activities				
Capital assets, not being depreciated				
Land	$ 2,251,369	$ 70,577	$ -	$ 2,321,946
Construction in progress	5,122,129	4,028,364	(6,527,369)	2,623,124
Total capital assets, not being depreciated	7,373,498	4,098,941	(6,527,369)	4,945,070
Capital assets, being depreciated/amortized				
Buildings and improvements	13,381,159	210,304	(8,780)	13,582,683
Infrastructure	34,103,936	6,932,341	-	41,036,277
Machinery and equipment	4,842,772	2,516,546	(49,579)	7,309,739
Right-to-use equipment	-	265,795	-	265,795
Total capital assets, being depreciated/amortized	52,327,867	9,924,986	(58,359)	62,194,494
Less accumulated depreciation/amortization for				
Buildings and improvements	(7,453,500)	(267,585)	3,194	(7,717,891)
Infrastructure	(23,769,283)	(390,787)	-	(24,160,070)
Machinery and equipment	(3,352,811)	(378,194)	41,578	(3,689,427)
Right-to-use equipment	-	(30,834)	-	(30,834)
Total accumulated depreciation/amortization	(34,575,594)	(1,067,400)	44,772	(35,598,222)
Total capital assets, being depreciated/amortized, net	17,752,273	8,857,586	(13,587)	26,596,272
Governmental activities capital assets, net	$ 25,125,771	$ 12,956,527	$ (6,540,956)	$ 31,541,342
Business-Type Activities				
Capital assets, not being depreciated				
Land	$ 1,068,039	$ -	$ -	$ 1,068,039
Construction in progress	444,980	1,123,740	-	1,568,720
Total capital assets, not being depreciated	1,513,019	1,123,740	-	2,636,759
Capital assets, being depreciated				
Building	9,937,774	-	-	9,937,774
Improvements other than buildings	28,763,167	-	-	28,763,167
Machinery and equipment	4,795,804	235,635	-	5,031,439
Total capital assets, being depreciated	43,496,745	235,635	-	43,732,380
Less: accumulated depreciation	(27,980,986)	(834,963)	-	(28,815,949)
Total capital assets, being depreciated, net	15,515,759	(599,328)	-	14,916,431
Business-type activities capital assets, net	$ 17,028,778	$ 524,412	$ -	$ 17,553,190

Note 6 – Capital Assets (Continued)

Depreciation and amortization expense were charged to the following functions in the Statement of Activities:

Governmental Functions:		
General Government	$	222,073
Public Works		463,910
Community Development		6,384
Public Safety		375,033
	$	1,067,400
Business-Type Functions:		
Water	$	537,109
Sewer		240,090
Natural Gas		57,764
	$	834,963

Note 7 – Long-Term Debt

The City generally incurs long-term debt to finance projects or purchase assets which will have useful lives equal to or greater than the related debt.

The City's debt transactions are summarized below and discussed in detail thereafter:

	Balance July 1, 2021	Additions	Retirements	Balance June 30, 2022	Current Portion
Governmental Activity Long Term Debt					
Direct Placements:					
Bonds Payable:					
1998 Series A Bonds	$ 470,000	$ -	$ (470,000)	$ -	$ -
2000 Tax Allocation Bonds	619,942	-	-	619,942	-
2021A Series Revenue Bonds (Water & Sewer)	10,610,000	-	-	10,610,000	310,000
2021B Series Revenue Bonds (Water)	8,200,000	-	-	8,200,000	-
Subtotal	19,899,942	-	(470,000)	19,429,942	310,000
1998 Bond premiums	14,464	-	(14,464)	-	-
2021 Bond premiums	510,327	-	(17,154)	493,173	-
Accreted Interest	1,635,790	143,611	-	1,779,401	-
Total Bonds Payable	22,060,523	143,611	(501,618)	21,702,516	310,000
Direct Borrowings:					
Financed Purchases:					
Police Vehicles	-	265,795	(49,654)	216,141	51,348
Police Motorola Radios	-	552,791	-	552,791	188,958
Fire Equipment	-	1,455,000	(143,000)	1,312,000	280,000
Total Governmental Activity Debt	$ 22,060,523	$ 2,417,197	$ (694,272)	$ 23,783,448	$ 830,306
Compensated Absences					
Government Activities	$ 154,214	$ 221,998	$ -	$ 376,212	
Business-Type Activities	$ 174,407	$ 86	$ -	$ 174,493	
Net Pension Liability/(Asset)					
Government Activities	$ 943,063	$ -	$ (1,524,621)	$ (581,558)	
Business-Type Activities	$ 239,456	$ -	$ (451,016)	$ (211,560)	

Long-term debt payable at June 30, 2022 was comprised of the following individual issues:

Coalinga Public Financing Authority Bonds - The CPFA was established in 1991 through a Joint Exercise of Powers Agreement between the City, the Agency, and the Coalinga-Huron Unified School District. The formation of the joint powers authority was approved by the City Council who is also designated as the Board of Directors for the CPFA.

The purpose of the CPFA is solely to provide funds from the sale of revenue bonds to finance or refinance the costs of acquiring, constructing, or improving and equipping capital improvements (projects) for the City, the Agency, the Coalinga-Huron Unified School District, the Coalinga Hospital District, the West Hills Community College District, and other external agencies. The City set up the CPFA to act as a financing/lending type institution only.

Note 7 – Long-Term Debt (Continued)

Based on the financing/lending institution perception, financial reporting for the CPFA is through a conservative revenue/expenditure flow approach. The revenue/expenditure stream shows the true details of each financing agreement in addition to the initial Marks-Roos Bond Pool issue for the CPFA.

The CPFA shows revenues from the various financing agreements (i.e., payments of principal and interest) and expenditures for its own debt service. In addition, the CPFA balance sheet reflects bonds receivable which is offset by a corresponding amount in deferred revenue.

CPFA bonds outstanding at June 30, 2022 are as follows:

1998 Series A Bonds – In December 1998, the CPFA issued the 1998 Series A Bonds in the amount of $12,970,000. The 1998 Series A principal payments are made each September 15 beginning in 1999 through 2021. Interest is to be paid semi-annually on March 15 and September 15 through 2021. The interest rates range from 5.5 to 6.375 percent. The bond was paid off during the fiscal year ended June 30, 2022.

2000 Tax Allocation Bonds – In 2000 the CPFA issued bonds in the amount of $3,404,942 to be used for RDA activities and is a capital appreciation bond. The principal payments are made each September and interest is paid semi-annually in September and March through 2018. The interest rates range from 5.2 to 5.85 percent.

2021A Revenue Refunding Bonds (Water and Sewer) – In March 2021, the City issued the 2021 Revenue Refunding Bonds for the principal amount of $10,610,000. The issuance was to refund the outstanding principal balance of the 2012 Water and Sewer Revenue Bonds described above. The City refunded the above debts to reduce its total debt service over 26 years by $3,477,709 and to obtain an economic gain (difference between the present values of debt service payments on the old and new debt) of $1,656,502. The bonds bear interest at .539% - 3.559% and are payable semi-annually commencing October 2021 through April 2048.

2021B Revenue Refunding Bonds (Water) - In March 2021, the City issued the 2021B Revenue Refunding Bonds for the principal amount of $8,200,000. The issuance was to finance Water Improvement projects. The bonds bear interest at 2.375% - 4.0% and are payable semi-annually commencing October 2021 through April 2051.

Debt service is secured by a pledge of net revenues of the City's Water and WasteWater Systems. The City covenants that it shall prescribe, revise and collect such charges for the services and facilities of the water and wastewater systems which shall produce revenues sufficient in each fiscal year to provide gross revenues which are sufficient to pay all water and wastewater operation and maintenance costs and all bond installment payments and produce net wastewater revenues equal to at least 1.25 times debt service coming due and payable during such fiscal year. The City is in compliance with those covenants as of June 30, 2022. Cash basis debt service paid during the fiscal year ended June 30, 2022 totaled $562,798. Total water and wastewater system net revenues was $2.6 million and net revenue available for debt was $2 million at June 30, 2022.

Note 7 – Long-Term Debt (Continued)

Police Vehicles Financed Purchase – In April 2021, the City purchased five police vehicles totaling $265,795 at 3.411% interest rate. The principal and interest payments totaling between $42,200 to $61,059 are made annually between April and May beginning in 2022 through 2026.

Fire Equipment Financed Purchase – In May 2021, the City entered into a financed purchase for certain fire apparatus and related equipment totaling $1,455,000 at 1.02% interest rate. The principal and interest payments totaling between $145,691 to $153,780 are made semi-annually on March 1st and September 1st beginning in 2022 through 2026.

Police Motorola Radios Financed Purchase – In October 2021, the City entered into financed purchase for police radios totaling $552,791 at 2.570% interest rate. The principal and interest payments totaling between $188,958 are made annually on September 1st beginning in 2022 through 2024.

The annual requirement to amortize the principal and interest on all long-term debt at June 30, 2022 were as follows:

	Governmental Activities		
Years ending June 30,	Principal	Interest	Totals
2023	$ 830,306	$ 595,959	$ 1,426,265
2024	958,708	599,014	1,557,722
2025	977,134	581,862	1,558,996
2026	811,781	563,192	1,374,973
2027	758,432	548,055	1,306,487
2028-2032	2,999,513	5,450,582	8,450,095
2033-2037	2,940,000	2,125,697	5,065,697
2038-2042	3,465,000	1,601,523	5,066,523
2043-2047	4,030,000	1,027,506	5,057,506
2048-2052	3,740,000	310,733	4,050,733
	$ 21,510,874	$ 13,404,123	$ 34,914,997

Note 8 – Leases

In fiscal year 1991, the City's General Fund leased a portion of land to a third party. The lease was initially for five years with the five options to extend for five additional years, or for a total of 30 years, of which the City anticipates will be exercised. The City received monthly payments of $1,150 with the amended lease agreement for the duration of the initial lease period with a 3% increase during each five year extension. The City recognized $13,814 in lease revenue and $1,104 in interest revenue during the current fiscal year. As of June 30, 2022, the City's receivable for lease payments was $167,426. Also, the City has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of June 30, 2022, the balance of the deferred inflow of resources was $78,958.

Note 9 – Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and thus, will not be recognized as an outflow of resources (expense/expenditure) until then. The City has one item to report in this category:

- The City has $1,952,623 pension related items that qualify to be reported in deferred outflows of resources. The pension related deferred outflows of resources are described in detail in Note 11.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two types of items that qualify for reporting in this category:

- The City has $249,402 in pension related items that qualify to be reported in deferred inflows of resources. The pension related deferred inflows of resources are described in Note 11.
- The City has $78,958 in deferred inflow of resources associated with a lease receivable that will be recognized as revenue over the lease term.

Unavailable revenues arise only under a modified accrual basis of accounting and is reported only in the governmental funds balance sheet. The City has $2,935,849 in notes and loans receivable reported in the Low-Moderate Housing Asset Fund and $1,038,378 in the Local Transporation Fund reported as deferred inflows of resources reported for unavailable revenues.

Note 10 - Other Employee Benefits

The City offers medical, dental, vision, chiropractic and prescription insurance coverage, as well as group life insurance coverage, to employees and their dependents. Additionally, the City offers an employee assistance program to assist employees and their families with problem assessment and short-term counseling needs. The City pays a portion of premiums in connection with the insurance coverage offered by the City.

City Employee Post Retirement Benefits

In accordance with federal requirements, the City provides its retirees the opportunity to continue enrollment in the City's health insurance program. Premium charges paid by retirees are intended to cover the full cost of benefits provided without cost to the City. For the year ended June 30, 2022, no retirees were enrolled in the health insurance program.

Note 10 - Other Employee Benefits (continued)

Employee Deferred Compensation Plan

The City offers and Employee Deferred Compensation Plan created in accordance with the Internal Revenue Code Section 457 to its employees, allowing them to defer or postpone receipt of income. Amounts so deferred may not be paid to the employee during employement with the City except for a catastrophic circumstance creating an undue financial hardship for the employee.

Effective January 1, 1999, Federal legislation (Small Business Job Protection Act of 1996) requires the Section 457 plan assets to be placed in trust for the exclusive use of the plan participants and their beneficiaries.

The City's deferred compensation administrator, the International City Managers' Association (ICMA) or Verisight qualifies as the plan trustee to meet Federal requirements. Since the plan assets are no longer considered property and rights of the City, such assets are no longer reflected in the accompanying basic financial statements.

The City also offers to two employees a deferred compensation plan created in accordance with Internal Revenue Code Section 401(a). All amounts deferred and invested under this plan, with related interest, are the property and rights of the participating employees and, as such, are not relected in the accompanying basic financial statements.

Note 11 – Defined Benefit Pension Plan

California Public Employees' Retirement Plan (CalPERS)

General Information about the Pension Plan

Plan Description – All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost Sharing Multiple-Employer Plan (Plan) administered by the California Public Employees' Retirement System (CalPERS). The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other.) Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors five rate plans (two miscellaneous and three safety.) Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for the Plan are applied as specified by the Public Employees' Retirement Law.

Note 11 – Defined Benefit Pension Plan

The Plans' provisions and benefits in effect at June 30, 2022 are summarized as follows:

	Miscellaneous Classic	PEPRA Miscellaneous
Hire Date	Prior to January 1, 2013	On or after January 1, 2013
Benefit Formula	2.0% at 55; maximum 2% COLA	2.0% at 62; maximum 2% COLA
Benefit Vesting Schedule	5 years service	5 years service
Benefit Payments	monthly for life	monthly for life
Retirement Age	55	62
Monthly Benefits, as a % of Eligible Compensation	2.00%	2.00%
Required Employee Contribution Rates	7.00%	6.25%
Required Employer Contribution Rates	10.340%	7.590%

	Safety Classic	PEPRA Safety
Hire Date	Prior to January 1, 2013	On or after January 1, 2013
Benefit Formula	2.0% at 55; maximum 2% COLA	2.0% at 57; maximum 2% COLA
Benefit Vesting Schedule	5 years service	5 years service
Benefit Payments	monthly for life	monthly for life
Retirement Age	55	57
Monthly Benefits, as a % of Eligible Compensation	2.00%	2.00%
Required Employee Contribution Rates	7.00%	9.50%
Required Employer Contribution Rates	14.810%	11.130%

Beginning in fiscal year 2016, CalPERS collects employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions towards the unfunded liability and side fund, if applicable. The dollar amounts are billed on a monthly basis. The City's required contribution for the unfunded liability was $87,094 for the fiscal year ended June 30, 2022.

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

The City's contributions to the plan that were recognized as a part of pension expense for the year ended June 30, 2022 were $680,415.

Note 11 – Defined Benefit Pension Plan (Continued)

Pension Liabilities, Pension Expense and Deferred Outflows/Inflows of Resources

As of June 30, 2022, the City reported a net pension liability/(asset) for its proportionate share of the Plan of Net Pension Liability/(Asset):

	Proportionate Share of Net Pension Liability/(Asset)
Miscellaneous Plan	$ (387,260)
Safety Police & Fire Plan	(405,858)
Total Net Pension Liability/(Asset)	$ (793,118)

The City's net pension liability/(asset) for the Plan is measured as the proportionate share of the net pension liability/(asset). The net pension liability/(asset) of the Plan is measured as of June 30, 2021, and the total pension liability for the Plan used to calculate the net pension liability/(asset) was determined by an actuarial valuation as of June 30, 2022, rolled forward to June 30, 2021, using standard update procedures. The City's proportion of the net pension liability/(asset) was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability/(asset) for the Plan as of June 30, 2021 and 2022 was as follows:

	Miscellaneous	Safety
Proportion - June 30, 2021	0.010390%	0.011170%
Proportion - June 30, 2022	-0.020390%	-0.011560%
Change - Increase/(Decrease)	-0.030780%	-0.022730%

For the year ended June 30, 2022, the City recognized pension credit of $1,829,292. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 718,511	$ -
Difference between expected and actual experience	-	(112,767)
Difference in projected and actual contributions	-	(136,635)
Change in employer's proportion	654,492	
Changes in assumptions	-	-
Net differences between projected and actual earnings on pension plan investments	579,620	-
Total	$ 1,952,623	$ (249,402)

Note 11 – Defined Benefit Pension Plan (Continued)

$718,511 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability/(asset) in the year ended June 30, 2023. Other amounts reported as deferred outflow of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30		
2023	$	314,892
2024		285,896
2025		224,027
2026		159,897
Thereafter		-

Actuarial Assumptions

The total pension liabilities in the June 30, 2020 actuarial valuations were determined using the following actuarial assumptions:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Actuarial Cost Method	Entry-Age Normal Cost Method in accordance with the requirements of GASB Statement No. 68
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Payroll Growth	2.50%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table	Derived using CalPERS' Membership Date for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.5% until Purchasing Power Protection Allowance Floor on Purchasing Power applies

1 The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

All other actuarial assumptions used in the June 30, 2017 valuation was based on the results of a December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015), including updates to salary increase, mortality and retirement rates. The Experience Study can be obtained at CalPERS' website.

Changes of Assumptions – None.

Note 11 – Defined Benefit Pension Plan (Continued)

Discount rate

The discount rate used to measure the total pension liability for PERF C was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected rate of returns, net of pension plan investment expense and inflation) are developed for each major asset.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected PERF cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The long-term expected real rates of return by asset class can be found in CalPERS' Comprehensive Annual Financial Report for the fiscal year ended June 30, 2021.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class[1]	New Strategic Allocation	Real Return Years 1-10[2]	Real Return Years 11+[3]
Global Equity	50%	4.80%	5.98%
Fixed Income	28%	1.00%	2.62%
Inflation Assets	0%	0.77%	1.81%
Private Equity	8%	6.30%	7.23%
Real Estate	13%	3.75%	4.93%
Liquidity	1%	0.00%	-0.92%
Total	100%		

[1]In the System's CAFR, Fixed Income is included in Global Debt Securities, Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.
[2]An expected inflation of 2.0% used for this period.
[3]An expected inflation of 2.92% used for this period.

Note 11 – Defined Benefit Pension Plan (Continued)

Sensitivity of the Proportionate Share of the Net Pension Liability/(Asset) to Changes in the Discount Rate – The following presents the City's proportionate share of the net pension liability/(asset) for the Plan, calculated using the discount rate for the Plan, as well as what the City's proportionate share of the net pension liability/(asset) would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	1% Decrease (6.15%)	Current Discount Rate (7.15%)	1% Increase (8.15%)
Net Pension Liability/(Asset):			
Miscellaneous Plan	$ 477,065	$ (387,260)	$ (1,101,786)
Safety Police Plan	$ 815,584	$ (405,858)	$ (1,409,121)

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

Payable to the Pension Plan

The City did not have an outstanding amount of contributions to the pension plan required for the year ended June 30, 2022.

Note 12 – Risk Management

The City is a member of the Public Agency Risk Sharing Authority for California (PARSAC), a public entity risk pool in which there is a transferring (sharing) of risk among the pool participants. The City pays an annual premium to PARSAC for its general liability coverage. PARSAC is self-sustaining through member premiums. The City is insured under a retrospectively rated policy in which the initial premium is adjusted based on actual experience during the period of coverage. The City is responsible for all claims up to $25,000 per occurrence for general and auto liability with a coverage limit at June 30, 2022 of $975,000.

The City's risk management program also includes fire, property and automobile insurance. The coverage includes an all risk-replacement cost blanket. Additionally, the City has property insurance coverage up to $975,000 per occurrence.

The City provides worker's compensation and employer's liability coverage on all employees through PARSAC. This insurance is paid entirely by the City. All premiums are paid by the appropriate fund designation for each employee's salary and benefits. In the risk management program for the City, a proactive approach is taken toward work safety for employees. Various training sessions and inspections are conducted throughout the year. The result has been a continued reduction of work related injury claims.

Note 13 – Contingent Liabilities and Commitments

General Liability

There are various claims and legal actions pending against the City for which no provision has been made in the financial statements. In the opinion of the City Attorney and City Management, liabilities arising from these claims and legal actions, if any, will not be material to these financial statements.

Federal Awards and Grants

The City has received federal grants for specific purposes that are subject to review and audit by the federal government. Although such audits could result in expenditure disallowances under grant terms, any required reimbursements are not expected to be material.

Note 14 – Subsequent Events

The City evaluated subsequent events for recognition and disclosure through October 11, 2023, the date which these financial statements were available to be issued. Management concluded that no material subsequent events have occurred since June 30, 2022 that required recognition or disclosure in such financial statements.

Note 15 – Deficit Net Position Balance

The Sanitation Fund, the Grants Fund, and the SB1 RMRA and have deficit net position balances as of June 30, 2022 of $50,625, $77,790, and $177,098, respectively. The deficits are expected to be relieved from future revenues or transfers from the General Fund.

Note 16 – Expenditures in Excess of Budget

The General Fund had expenditures in excess of budget of $627,739, $16,619, $341,427, $1,993,323, $143,000, $4,576, and $247,443 in the general government, public works, public safety, capital outlay, principal, interest, and transfers in/(out) appropriation category, respectively. The excess expenditures over budgeted amounts is covered in savings in other appropriation categories.

Note 17 – Coalinga Successor Agency Private Purpose Trust

On January 30, 2012, the City Council elected to become the Successor Agency for the former redevelopment agency in accordance with Assembly Bill 1X26 (the "Bill") which dissolved all redevelopment agencies in the State of California. Under the control of an oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution of the redevelopment agency (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments). Successor agencies are only allocated revenue in the amount that is necessary to pay estimated annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the prior redevelopment agency have been paid in full and all assets have been liquidated.

Note 17 – Coalinga Successor Agency Private Purpose Trust (Continued)

Cash and Investments - A reconciliation of the Coalinga Successor Agency Private Purpose Trust Fund's cash and investments as of June 30, 2022 is as follows:

Fiduciary Funds:	
Cash and Investments	$ 736,840
Cash and Investments with fiscal agent	21
Total Cash and Investments	$ 736,861

Long-Term Liabilities - The following is a summary of long-term liabilities transactions for the Coalinga Successor Agency Private Purpose Trust Fund at June 30, 2022:

	Balance June 30, 2021	Additions	(Deductions)	Balance June 30, 2022	Current
Bonds Payable					
Series 2000 Tax Allocation Bonds	$ 619,942	$ -	$ -	$ 619,942	$ -
Series 2000 Tax Allocation Bonds - Accreted Interest	1,635,789	143,611	-	1,779,400	-
2018 Tax Allocation Refunding Bonds	3,954,000	-	(570,000)	3,384,000	1,145,000
	$ 6,209,731	$ 143,611	$ (570,000)	$ 5,783,342	$ 1,145,000

2018 Successor Agency Tax Allocation Refunding Bonds

In 2018, the Successor Agency of the City of Coalinga issued Tax Allocation Refunding Bonds in the aggregate principal amount of $5,657,000 to refund the 2009 RDA Tax Allocation Bonds and a portion of the 2000 RDA Tax Allocation Bonds. This was done to take advantage of lower interest rates and to save on future debt service payments. As a result, the 2009 RDA Tax Allocation Bonds and a portion of the 2000 RDA Tax Allocation Bonds are considered defeased and the liability for those bonds is not included in fiduciary fund (private-purpose trust fund) statement of net position. The total debt service payments were reduced by $1,214,868. The original amount of the note - $5,657,000 – was secured by a pledge of tax revenues consisting of tax increment payments to be received by the Successor Agency. Semiannual payments range from $7,625 to $1,213,794 and are payable each March 15 and September 15 through 2025.

The annual debt service requirement schedule is as follows:

Years ending June 30,	Principal	Interest	Totals
2023	$ 1,145,000	$ 79,847	$ 1,224,847
2024	1,182,000	46,803	1,228,803
2025	520,000	22,635	542,635
2026	537,000	7,625	544,625
2027	140,429	-	140,429
2028-2031	479,513	2,905,058	3,384,571
	$ 4,003,942	$ 3,061,968	$ 7,065,910

Note 18 – Restatement of Beginning Net Position

New Accounting Pronouncements Adopted

Governmental Accounting Standards Board Statement No. 87

For the year ended June 30, 2022, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 87, Leases. GASB Statement No. 87 enhances the relevance and consistency of information about the City's leasing activities. It establishes requirements for lease accounting based on the principle that leases are financings of the right to use an underlying asset. A lessee is required to recognize a lease liability and an intangible right to use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. These changes were incorporated into the City's June 30, 2022 financial statements which are described in Note 8.

Certain account balances and beginning net position of the Governmental Activities in the Government-Wide Statement of Net Position and beginning fund balance in the General Fund of the Balance Sheet have been restated to reflect the implementation of GASB 87, as presented in the reconciliation below:

	General Fund	Low Moderate Income Housing Asset	Governmental Activities Total	Coalinga Successor Agency
Beginning fund balance/net position, previously stated	$ 12,433,748	$ 1,211,575	$ 48,870,812	$ (2,518,033)
Implementation of GASB 87				
Understatement of lease receivables	153,985	-	153,985	-
Understatement of deferred inflows of resources	(81,729)	-	(81,729)	-
Prior Period Adjustments				
(Overstatement)/understatement of land held for resale	-	177,000	177,000	(1,737,835)
Increase/(Decrease) to fund balance/net position	72,256	177,000	249,256	(1,737,835)
Beginning fund balance/net position, restated	$ 12,506,004	$ 1,388,575	$ 49,120,068	$ (4,255,868)

The General Fund/Government-Wide Governmental Activities had a prior period adjustment due to implementation of GASB 87 to record the understatement of lease receivables of $153,985 and deferred inflows of resources of $81,729, the net effect increased fund balance/net position for $72,256.

The Low Moderate Income Housing Asset Fund/Government-Wide Governmental Activities had a prior period adjustment of $177,000 to record the understatement of land held for resale, the net effect increased the fund balance/net position for the same amount, repectively.

The Successor Agency had a prior period adjustment to record the overstatement of land held for sale of $1,737,835, the net effect decreased the Successor Agency net postion by the same amount.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF COALINGA

BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED JUNE 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget Positive/
	Original	Final	Amounts	(Negative)
Revenue				
Taxes	$ 6,289,700	$ 6,289,700	$ 7,567,113	$ 1,277,413
Licenses and permits	1,651,670	1,651,670	1,359,669	(292,001)
Intergovernmental	24,500	24,500	4,703,802	4,679,302
Charges for services	1,639,100	1,639,100	2,378,022	738,922
Fines and forfeitures	10,100	10,100	10,276	176
Interest and rents	128,500	128,500	130,386	1,886
Other	15,150	15,150	76,834	61,684
Total revenue	9,758,720	9,758,720	16,226,102	6,467,382
Expenditures				
Current				
General government	1,494,995	1,494,995	2,122,736	(627,741)
Public works	314,777	314,777	331,396	(16,619)
Community development	555,067	555,067	414,217	140,850
Public safety	8,835,856	8,835,856	8,553,974	281,882
Capital outlay	169,000	169,000	2,801,120	(2,632,120)
Debt service				
Principal	-	-	143,000	(143,000)
Interest and fiscal charges	-	-	4,576	(4,576)
Total expenditures	11,369,695	11,369,695	14,371,019	(3,001,324)
Revenue over (under) expenditures	(1,610,975)	(1,610,975)	1,855,083	3,466,058
Other Financing Sources				
Sale of assets	-	-	13,901	13,901
Bond proceeds	-	-	2,007,791	2,007,791
Transfers in (out) - net	-	-	(247,443)	(247,443)
Total other financing sources	-	-	1,774,249	1,774,249
Net Change in Fund Balance	$ (4,832,925)	$ (1,610,975)	3,629,332	$ 5,240,307
Fund Balance				
Beginning of year			12,506,004	
End of year			$ 16,135,336	

CITY OF COALINGA

BUDGETARY COMPARISON SCHEDULE
CALTRANS FUND
YEAR ENDED JUNE 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget Positive/
	Original	Final	Amounts	(Negative)
Revenue				
Intergovernmental	$ 3,691,504	$ 3,691,504	$ 3,368,996	$ (322,508)
Total revenue	3,691,504	3,691,504	3,368,996	(322,508)
Expenditures				
Current				
Public works	112,501	112,501	112,499	2
Capital outlay	3,717,583	3,717,583	3,143,167	574,416
Total expenditures	3,830,084	3,830,084	3,255,666	574,418
Change in Fund Balance	$ (138,580)	$ (138,580)	113,330	$ 251,910
Fund Balance				
Beginning of year			135,964	
End of year			$ 249,294	

CITY OF COALINGA

SCHEDULE OF CITY'S PROPORTIONATE SHARE OF NET PENSION LIABILITY (ASSET)
LAST 10 YEARS*
YEAR ENDED JUNE 30, 2022

	Safety				
	Proportion of the net pension liability	Proportionate share of the net pension liability (asset)	Covered - employee payroll	Proportionate share of the net pension liability as percentage of covered-employee payroll	Plan's fiduciary net position	Plan's fiduciary net position as a percentage of the Total Pension Liability
2015	-0.00040%	$ (24,764)	$ 2,141,042	-1.16%	$ 3,526,312	100.77%
2016	-0.00261%	$ (179,376)	$ 2,145,722	-8.36%	$ 3,880,421	104.85%
2017	0.00303%	$ 156,661	$ 2,248,951	6.97%	$ 4,428,175	96.58%
2018	0.00515%	$ 307,854	$ 2,285,727	13.47%	$ 5,183,451	94.39%
2019	0.00507%	$ 297,259	$ 2,079,202	14.30%	$ 6,052,001	95.32%
2020	0.00755%	$ 471,246	$ 1,921,567	24.52%	$ 6,969,329	93.67%
2021	0.01117%	$ 744,196	$ 2,620,397	28.40%	$ 7,436,506	90.90%
2022	0.01156%	$ (405,858)	$ 2,827,637	-14.35%	$ 9,479,880	104.47%

	Miscellaneous				
	Proportion of the net pension liability	Proportionate share of the net pension liability (asset)	Covered - employee payroll	Proportionate share of the net pension liability as percentage of covered-employee payroll	Plan's fiduciary net position	Plan's fiduciary net position as a percentage of the Total Pension Liability
2015	-0.00254%	$ (157,918)	$ 2,675,362	-5.90%	$ 2,916,022	105.73%
2016	-0.00774%	$ (212,430)	$ 2,524,649	-8.41%	$ 4,271,137	105.23%
2017	0.00230%	$ 79,836	$ 2,485,868	3.21%	$ 4,393,422	98.22%
2018	0.00520%	$ 205,163	$ 2,514,668	8.16%	$ 4,798,406	95.90%
2019	0.00420%	$ 158,391	$ 2,185,347	7.25%	$ 5,039,017	96.95%
2020	0.00726%	$ 290,630	$ 2,160,485	13.45%	$ 5,377,986	94.87%
2021	0.01039%	$ 438,323	$ 2,251,865	19.46%	$ 5,708,927	92.87%
2022	-2.03950%	$ (387,260)	$ 2,756,233	-14.05%	$ 6,933,651	10.60%

NOTES TO SCHEDULE

Changes in Benefit Terms – None

* Fiscal year 2015 was the first year of implementation; therefore only eight years are shown.

CITY OF COALINGA

SCHEDULE OF CONTRIBUTIONS
LAST 10 YEARS*
YEAR ENDED JUNE 30, 2022

Safety

	Contractually required contribution (actuarially determined)	Contributions in relation to the actuarially determined contributions	Contributions deficiency (excess)	Covered-employee payroll	Contributions as a percentage of covered-employee payroll
2015	$ 403,029	$ (403,029)	$ -	$ 2,141,042	18.82%
2016	$ 230,903	$ (230,903)	$ -	$ 2,145,722	10.76%
2017	$ 255,938	$ (255,938)	$ -	$ 2,248,951	11.38%
2018	$ 243,442	$ (243,442)	$ -	$ 2,285,727	10.65%
2019	$ 260,592	$ (260,592)	$ -	$ 2,079,202	12.53%
2020	$ 239,528	$ (239,528)	$ -	$ 1,921,567	12.47%
2021	$ 315,713	$ (239,528)	$ -	$ 2,620,397	12.05%
2022	$ 410,014	$ (410,014)	$ -	$ 2,827,637	14.50%

Miscellaneous

	Contractually required contribution (actuarially determined)	Contributions in relation to the actuarially determined contributions	Contributions deficiency (excess)	Covered-employee payroll	Contributions as a percentage of covered-employee payroll
2015	$ 278,931	$ (278,931)	$ -	$ 2,675,362	10.43%
2016	$ 165,587	$ (165,587)	$ -	$ 2,524,649	6.56%
2017	$ 200,782	$ (200,782)	$ -	$ 2,485,868	8.08%
2018	$ 194,921	$ (194,921)	$ -	$ 2,514,668	7.75%
2019	$ 177,734	$ (177,734)	$ -	$ 2,185,347	8.13%
2020	$ 207,624	$ (207,624)	$ -	$ 2,160,485	9.61%
2021	$ 224,127	$ (224,127)	$ -	$ 2,251,865	9.95%
2022	$ 270,401	$ (270,401)	$ -	$ 2,756,233	9.81%

* Fiscal year 2015 was the first year of implementation; therefore only eight years are shown.

SUPPLEMENTARY INFORMATION

CITY OF COALINGA

BUDGETARY COMPARISON SCHEDULE
COALINGA PUBLIC FINANCING AUTHORITY FUND
YEAR ENDED JUNE 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget Positive/
	Original	Final	Amounts	(Negative)
Revenue				
Interest	$ 333,026	$ 333,026	$ 766,483	$ 433,457
Other	-	-	366,464	366,464
Total revenue	333,026	333,026	1,132,947	799,921
Expenditures				
Current				
General government				
Debt Service	-	-	13,477	(13,477)
Principal	470,000	470,000	470,000	-
Interest and fiscal charges	14,981	14,981	631,893	(616,912)
Total expenditures	484,981	484,981	1,115,370	(630,389)
Revenue over expenditures	(151,955)	(151,955)	17,577	169,532
Change in Fund Balance	$ (151,955)	$ (151,955)	17,577	$ 169,532
Fund Balance				
Beginning of year			24,423,373	
End of year			$ 24,440,950	

CITY OF COALINGA

COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS
JUNE 30, 2022

	Special Revenue Funds					
	Grants Fund	Gas Tax	SB1 RMRA Fund	Measure C	Local Transportation	Transit
ASSETS						
Cash and investments	$ -	$ 42,722	$ -	$ 1,668,048	$ 1,484,809	$ -
Accounts receivable, net	-	-	-	-	-	-
Interest receivable	-	9	-	336	327	-
Due from other governments	148,230	33,367	62,873	43,438	1,038,405	-
Total assets	$ 148,230	$ 76,098	$ 62,873	$ 1,711,822	$ 2,523,541	$ -
LIABILITIES						
Accounts payable and accrued expense	$ 117,516	$ 29,421	$ 89,277	$ 34,621	$ 14,517	$ -
Deposits and claims payable	-	-	-	-	-	-
Due to other funds	108,504	-	150,694	-	-	-
Total liabilities	226,020	29,421	239,971	34,621	14,517	-
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenues	-	-	-	-	1,038,378	-
Total deferred inflows of resources	-	-	-	-	1,038,378	-
FUND BALANCE						
Restricted						
Debt service	-	-	-	-	-	-
Street maintenance	-	46,677	-	1,677,201	-	-
LTF Article 8	-	-	-	-	1,470,646	-
Public safety	-	-	-	-	-	-
Economic development	-	-	-	-	-	-
Low-income housing activities	-	-	-	-	-	-
Unassigned	(77,790)	-	(177,098)	-	-	-
Total fund balance	(77,790)	46,677	(177,098)	1,677,201	1,470,646	-
Total liabilities, deferred inflows of resources, and fund balance	$ 148,230	$ 76,098	$ 62,873	$ 1,711,822	$ 2,523,541	$ -

See accompanying notes.

CITY OF COALINGA

COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS (CONTINUED)
JUNE 30, 2022

	Special Revenue Funds			Capital Projects Fund	Debt Service Fund	Total Non-major
	COPS Grants	EDA Building Rentals	EDA Revolving Loans	Development Impact Fees	Assessments Debt Service	Governmental Funds
ASSETS						
Cash and investments	$ 218,992	$ 50,501	$ 59,715	$ 963,747	$ 92,008	$ 4,580,542
Accounts receivable, net	-	9,021	-	-	-	9,021
Interest receivable	53	10	13	147	19	914
Due from other governments	95,271	-	-	-	-	1,421,584
Total assets	$ 314,316	$ 59,532	$ 59,728	$ 963,894	$ 92,027	$ 6,012,061
LIABILTIES						
Accounts payable and accrued expense	$ -	$ -	$ -	-	$ 11	$ 285,363
Deposits and claims payable	-	5,300	-	-	-	5,300
Due to other funds	-	-	-	-	-	259,198
Unearned revenues	-	6,662	-	-	-	6,662
Total liabilities	-	11,962	-	-	11	556,523
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenues	-	-	-	-	-	1,038,378
Total deferred inflows of resources	-	-	-	-	-	1,038,378
FUND BALANCE						
Restricted						
Debt service	-	-	-	-	92,016	92,016
Storm drainage and flood control	-	-	-	371,554	-	371,554
Streets and bridges	-	-	-	124,952	-	124,952
Public building and facilities	-	-	-	106,296	-	106,296
Park improvements	-	-	-	282,662	-	282,662
Street maintenance	-	-	-	-	-	1,723,878
LTF Article 8	-	-	-	-	-	1,470,646
Law enforcement and fire	314,316	-	-	78,430	-	392,746
EDA Community buildings	-	47,570	-	-	-	47,570
EDA revolving loans	-	-	59,728	-	-	59,728
Unassigned	-	-	-	-	-	(254,888)
Total fund balance	314,316	47,570	59,728	963,894	92,016	4,417,160
Total liabilities, deferred inflows of resources, and fund balance	$ 314,316	$ 59,532	$ 59,728	$ 963,894	$ 92,027	$ 6,012,061

See accompanying notes.

CITY OF COALINGA

COMBINING STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
NON-MAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2022

	Special Revenue Funds					
	Grants	Gas Tax	SB1 RMRA	Measure C	Local Transportation	Transit
Revenue						
Licenses, permits and impact fees	$ -	$ -	$ -	$ -	$ -	$ -
Intergovernmental	143,064	423,939	364,212	614,432	2,255,014	-
Rental	-	-	-	-	-	-
Interest	25	12	200	10,266	539	-
Other	-	-	-	-	27	-
Total revenue	143,089	423,951	364,412	624,698	2,255,580	-
Expenditures						
Public works	29,082	368,496	-	47,582	1,098,128	18,822
Community development	-	-	-	-	-	-
Public safety	-	-	-	-	-	-
Capital outlay	277,114	-	862,026	16,986	129,475	-
Debt service						
Principal	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	306,196	368,496	862,026	64,568	1,227,603	18,822
Revenue over (under) expenditures	(163,107)	55,455	(497,614)	560,130	1,027,977	(18,822)
Other financing sources/(uses)						
Proceeds from sale of assets	-	4,077	-	-	-	-
Bond proceeds	-	-	-	-	-	-
Operating transfers in/(out) - net	-	-	-	-	-	-
	-	4,077	-	-	-	-
Change in Fund Balance	(163,107)	59,532	(497,614)	560,130	1,027,977	(18,822)
Fund Balance						
Beginning of year	85,317	(12,855)	320,516	1,117,071	442,669	18,822
End of year	$ (77,790)	$ 46,677	$ (177,098)	$ 1,677,201	$ 1,470,646	$ -

See accompanying notes.

CITY OF COALINGA

COMBINING STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
NON-MAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED JUNE 30, 2022

	Special Revenue Funds			Capital Projects Fund	Debt Service Fund	Total
	COPS Grants	EDA Building Rentals	EDA Revolving Loans	Development Impact Fees	Assessments Debt Service	Non-major Governmental Funds
Revenue						
Licenses, permits and impact fees	$ -	$ -	$ -	$ 388,296	$ -	$ 388,296
Intergovernmental	165,271	-	-	-	-	3,965,932
Rental	175	35	42	513	91	856
Interest	-	-	-	-	-	11,042
Other	-	-	-	-	-	27
Total revenue	165,446	35	42	388,809	91	4,366,153
Expenditures						
Public works	-	-	-	-	-	1,562,110
Community development	-	-	-	1,114	-	1,114
Public safety	71,500	-	-	-	-	71,500
Capital outlay	265,795	-	-	875	-	1,552,271
Debt service						
Principal	49,654	-	-	-	-	49,654
Interest and fiscal charges	9,066	-	-	-	4,875	13,941
Total expenditures	396,015	-	-	1,989	4,875	3,250,590
Revenue over (under) expenditures	(230,569)	35	42	386,820	(4,784)	1,115,563
Other financing sources/(uses)						
Proceeds from sale of general assets	-	-	-	-	-	4,077
Bond proceeds	265,795	-	-	-	-	265,795
Operating transfers in/(out) - net	-	-	-	247,443	-	247,443
	265,795	-	-	247,443	-	517,315
Change in Fund Balance	35,226	35	42	634,263	(4,784)	1,632,878
Fund Balance						
Beginning of year	279,090	47,535	59,686	329,631	96,800	2,784,282
End of year	$ 314,316	$ 47,570	$ 59,728	$ 963,894	$ 92,016	$ 4,417,160

See accompanying notes.

BRYANT L. JOLLEY
CERTIFIED PUBLIC ACCOUNTANTS

Bryant L. Jolley, C.P.A.
Ryan P. Jolley C.P.A.
Darryl L. Smith C.P.A.
Luis A. Perez C.P.A.
Lan T. Kimoto

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and City Council
City of Coalinga, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City Coalinga (the "City"), California, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated October 11, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our 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. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



October 11, 2023

BRYANT L. JOLLEY
CERTIFIED PUBLIC ACCOUNTANTS

Bryant L. Jolley, C.P.A.
Ryan P. Jolley C.P.A.
Darryl L. Smith C.P.A.
Luis A. Perez C.P.A.
Lan T. Kimoto

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and City Council
City of Coalinga, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City Coalinga (the "City"), California's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2022. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. 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 generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



October 11, 2023

CITY OF COALINGA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2022

Federal Grantor/Pass-through Grantor/Program Title	Federal CFDA Number	Agency or Pass-through Number	Federal Expenditures
U.S. Department of Transportation			
Passed through from the California Department of Transportation			
Highway Planning and Construction	20.205	HSIPL-5146 (014)	$ 121,876
Highway Planning and Construction	20.205	CML-5146 (021)	467,885
Highway Planning and Construction	20.205	CML-5146 (022)	312,680
Highway Planning and Construction	20.205	CML-5146 (029)	37,150
Highway Planning and Construction	20.205	ATPCML-5146 (031)	844
Highway Planning and Construction	20.205	STPL-5146 (019)	29,537
Highway Planning and Construction	20.205	ATPL-5146 (020)	830,523
Highway Planning and Construction	20.205	STPL-5146 (024)	45,393
Highway Planning and Construction	20.205	STPL-5146 (025)	418,677
Highway Planning and Construction	20.205	STPL-5146 (026)	36,344
Highway Planning and Construction	20.205	STPL-5146 (028)	49,014
			2,349,923
U.S. Department of Treasury			
Passed through the State of California Department of Finance			
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds - American Rescue Plan Act	21.027	N/A	$ 4,109,582
Arrearage Grant - Water	21.027	CA101004	125,626
Arrearage Grant - Sewer	21.027	442108	33,794
			4,269,002
Total Federal Expenditures			$ 6,618,925

CITY OF COALINGA

NOTES SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2022

Note 1 – Significant Accounting Policies

The accompanying Schedule of Expenditures of Federal Awards (SEFA) presents the activity of all federal award programs of the City of Coalinga, California (the City). Federal awards received directly from federal agencies as well as federal awards passed through other nonfederal agencies, primarily the State of California, are included in the SEFA. The City's reporting entity is defined in Note 1 to the City's basic financial statements.

Note 2 – Basis of Accounting

The accompanying SEFA is presented using the modified accrual basis of accounting for grants accounted for in the governmental fund types and the accrual basis of accounting for grants accounted for in the proprietary fund types, as described in Note 1 to the City's basic financial statements. The information in the SEFA is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in, or used in the preparation of, the SEFA may differ from amounts presented in the basic financial statements.

Note 3 – Catalog of Federal Domestic Assistance (CFDA) Numbers

The CFDA numbers included in the accompanying SEFA were determined based on program name, review of grant contract information, and the Office of Management and Budget's Catalog of Federal Domestic Assistance.

Note 4 – Relationship to the Financial Statements

Expenditures of federal awards are reported in the City's basic financial statements as expenditures/expenses in the General Fund, nonmajor special revenue funds, nonmajor capital project funds, and the enterprise funds.

Note 5 – Indirect Cost Rate

The City did not elect to use the 10% de minimus cost rate as covered in 2 CFR §200.414.

CITY OF COALINGA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2022

A. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified			
Internal control over financial reporting:				
• Material weaknesses identified?	☐	Yes	☒	No
• Significant deficiencies identified that are not considered to be material weaknesses?	☐	Yes	☒	None reported
• Non-compliance material to financial statements noted?	☐	Yes	☒	No

Federal Awards

Internal control over major programs:				
• Material weaknesses identified?	☐	Yes	☒	No
• Significant deficiencies identified that are not considered to be material weaknesses?	☐	Yes	☒	None reported
Type of auditor's report issued on compliance for major programs:	Unmodified			
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	☐	Yes	☒	No

Identification of Major Programs

CFDA Number	Name of Federal Program or Cluster
21.027	COVID-19 - Coronavirus State and Local Fiscal Recovery Funds - American Rescue Plan Act

Dollar threshold used to distinguish between Type A and Type B programs:	$750,000			
Auditee qualified as low-risk auditee?	☐	Yes	☒	No

CITY OF COALINGA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2022

None.

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

Subject:	Approve MINUTES - October 19, 2023
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Shannon Jensen, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
MINUTES_For_Approval_101923.pdf	Minutes - October 19, 2023

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA
October 19, 2023

1. CALL TO ORDER 6:00 PM

Council Members Present:	Horn, Ramirez, Vosburg, Schindler, Hedgecock
Others Present:	City Manager Marissa Trejo, City Attorney Mario Zamora, Assistant City Manager Sean Brewer, Chief of Police Jose Garza, Financial Services Director Mai Vang (via Zoom), City Treasurer Dawn Kahikina, Fire Chief Greg DuPuis, Public Works and City Clerk Shannon Jensen
Council Members Absent:	None
Others Absent:	Administrative Analyst Mercedes Garcia, and Utilities Coordinator Larry Miller
Changes to the Agenda:	City Manager Marissa Trejo announced the following changes to the Agenda:
	None.

Motion by Ramirez, Second by Horn to Approve the Agenda for the meeting of October 19, 2023. Motion ***Approved*** *by 5/0 Roll-Call Majority Vote.*

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

None

3. CITIZEN COMMENTS

The following individual(s) spoke under Citizen Comments:

Hilda Crawford announced that the Library will have pumpkin carving at CoalingaFest this Saturday, October 21, 2023. Mrs. Crawford requested City staff take a look at the grass area near the Gazebo on the Plaza as she is concerned about the holes causing a tripping hazard.

Scott Netherton announced that they are expecting approximately 95 vendors at CoalingaFest this Saturday, October 21, 2023. Mr. Netherton thanked the Council for bringing an item about the public comment process for discussion.

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

Mary Jones – Suggestions for changing the location of the Council room lectern. (Item No. 6.1)

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

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

Mayor Horn opened the Public Hearing for comments.

Scott Netherton commented; however it was unrelated.

Mayor Horn closed the Public Hearing.

*Motion by Schindler, Second by Horn to **Approve** the First Reading of Ordinance No. 862, a Zoning Text Amendment related to Permitting Limited Accessory Structures within the Street Setbacks of Reverse Corner Lots. Motion **Approved** by a 5/0 Roll-Call Majority Vote.*

5. CONSENT CALENDAR

1. Approve MINUTES – October 5, 2023

2. Information Only – Status of Burned Properties

3. Information Only: Road Diet Survey Results

Councilman Vosburg pulled Item No. 5.3 for discussion.

Councilman Vosburg announced he would be requesting a Future Agenda Item for approval to share the results of the survey with Caltrans. His request will include an invitation to Caltrans requesting they address those who participated in the survey that are against the road diet in order to help inform the public and help ease the coming changes.

4. Approve Revised Council Rules of Procedure

Mayor Horn pulled Item No. 5.4 for discussion.

City Manager Marissa Trejo went over the changes to Public Comment Cards and monthly updates to the Council regarding their training and travel balances.

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 Mitigation to OneMeeting Software From Novus Agenda

Councilman Vosburg pulled Item No. 5.6 for discussion.

Councilman Vosburg requested the Council authorize the procurement of the OneMeeting software without the streaming add-on. Councilman Vosburg believes the City's use of YouTube to stream the City Council Meetings is working and there is no need for the added cost.

7. Approve a Resource Increase from AB 179 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 Byrant L. Jolley, CPA

9. Adopt Resolution No. 4184 Approving Extension of the City's Municipal Advisory Agreement with 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 Report for July-September 2023

*Motion by Vosburg, Second by Schindler to **Approve** Consent Calendar Item Nos. 5.1 through 5.18 with the Change to Item No. 5.6 to Exclude the OneMeeting Streaming Add-On. Motion **Approved** by a 5/0 Roll-Call Majority Vote.*

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

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

*Motion by Vosburg, Second by Ramirez to **Approve** Installing Electrical Outlets at the Council Dais. Motion **Approved** by a 5/0 Roll-Call Majority Vote.*

7. ANNOUNCEMENTS

City Manager's Announcements:

City Manager Marissa Trejo announced that the City's Christmas Program will open on Monday for those who did not register last year. On Friday the program will open for those who did register last year. The City is need of donations of Christmas wrapping paper.

Council Member's Announcements:

Mayor Pro-Tem Ramirez acknowledged the achievements of the JV Volleyball team winning the championship.

Mayor's Announcements:

Mayor Horn announced that he, along with Mayor Pro-Tem Ramirez, the City Manager and Assistant City Manger will be attending the International Council of Shopping Centers ("ICSC") conference in San Diego next week.

Mayor Horn announced that CoalingaFest will be this Saturday, October 21, 2023 from 11am to 9pm along the Coalinga Plaza.

8. FUTURE AGENDA ITEMS

Mayor Pro-Tem Ramirez requested that the sidewalk at Glenn and Forest Court be shaved down.

Mayor Pro-Tem Ramirez requested a Future Agenda Item for the purchase of Council shirts for support of Coalinga High School.

Councilman Schindler requested a Future Agenda Item to discuss moving the location of the lectern in the Council Chambers.

Councilman Vosburg requested a Future Agenda Item with information on how other cities address burnt properties. Councilman Vosburg would like to develop a policy that would allow staff to move more quickly through the abatement process for these properties.

Councilman Vosburg requested a Future Agenda Item to share the results of the City's Road Diet Survey with Caltrans. And for Staff and two City Councilmen to meet with Caltrans and citizens opposed to the Road Diet to help mitigate any concerns they may have.

Councilman Vosburg requested a Future Agenda Item to research the feasibility of installing a light signal at Jayne Avenue and Enterprise Parkway.

Mayor Horn requested a Future Agenda Item on licensed Airbnbs in Coalinga.

9. CLOSED SESSION

None

10. CLOSED SESSION REPORT

None

11. ADJOURNMENT 6:35 PM

APPROVED:

_____
James Horn, Mayor

ATTEST:

_____
Shannon Jensen, City Clerk

_____
Date

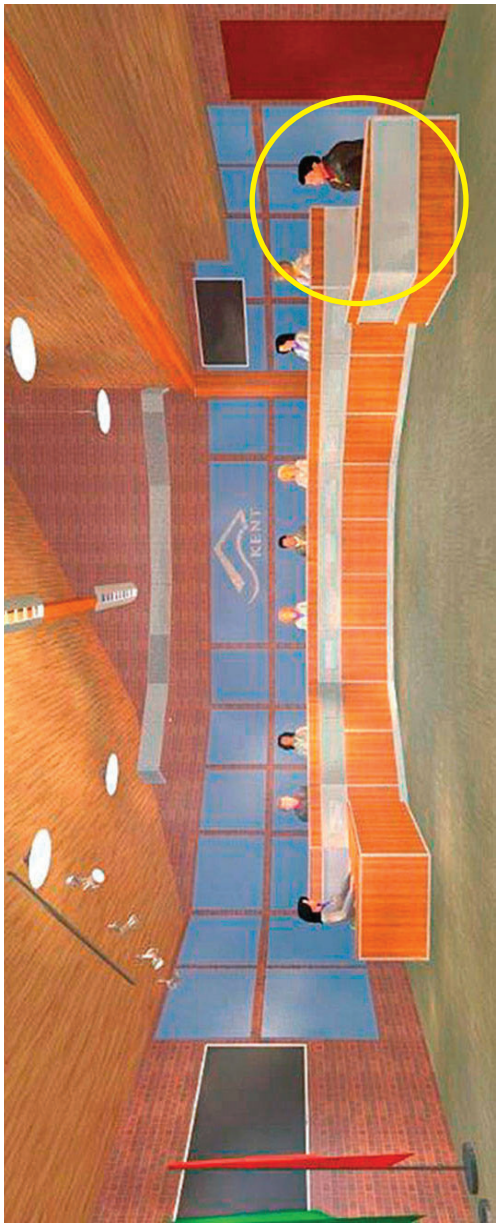
I would respectfully request that Coalinga City Council Members consider moving the dais while they are also considering additional electrical outlets and wiring.

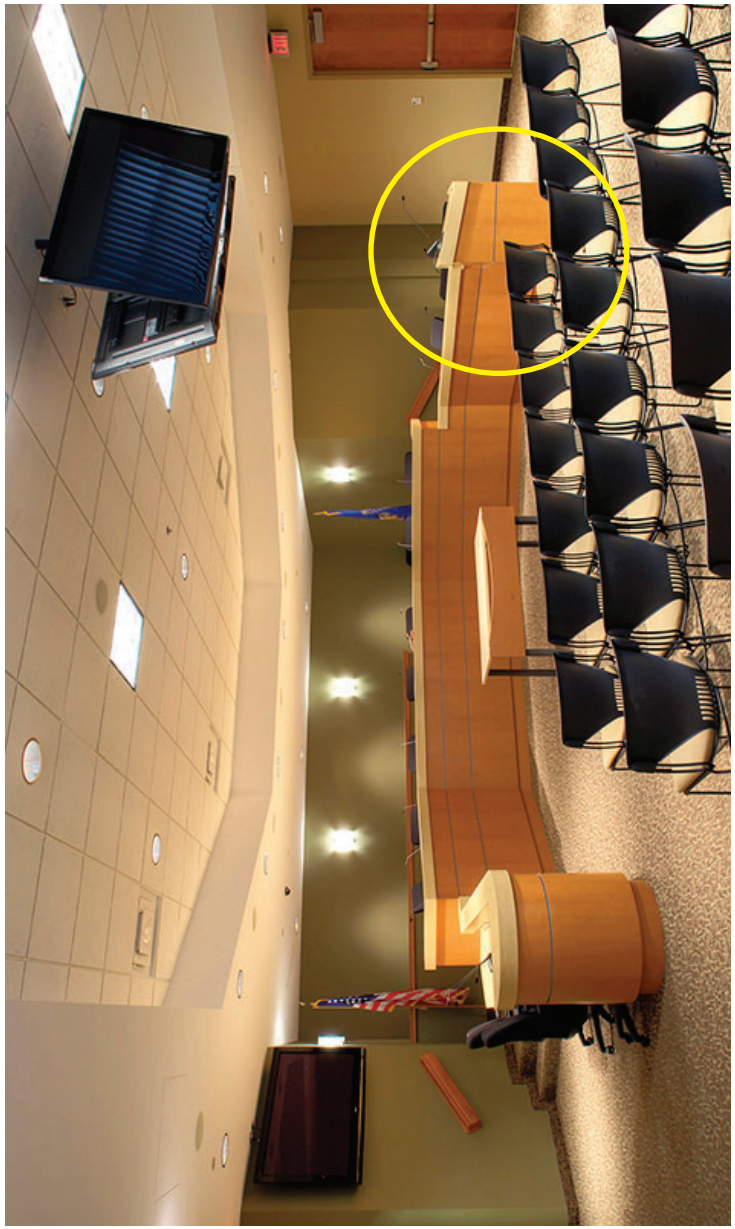
When speakers address the City Council, they are unable to also be seen by the audience. This makes listening and understanding more difficult for many attendees; some of whom may have hearing issues or simply don't understand without being able to watch the face of the speaker. By placing the dais at one side or the other, it would facilitate better connection with the speaker and audience as well as making other things like taking photos more convenient. I have provided five examples of what I mean.

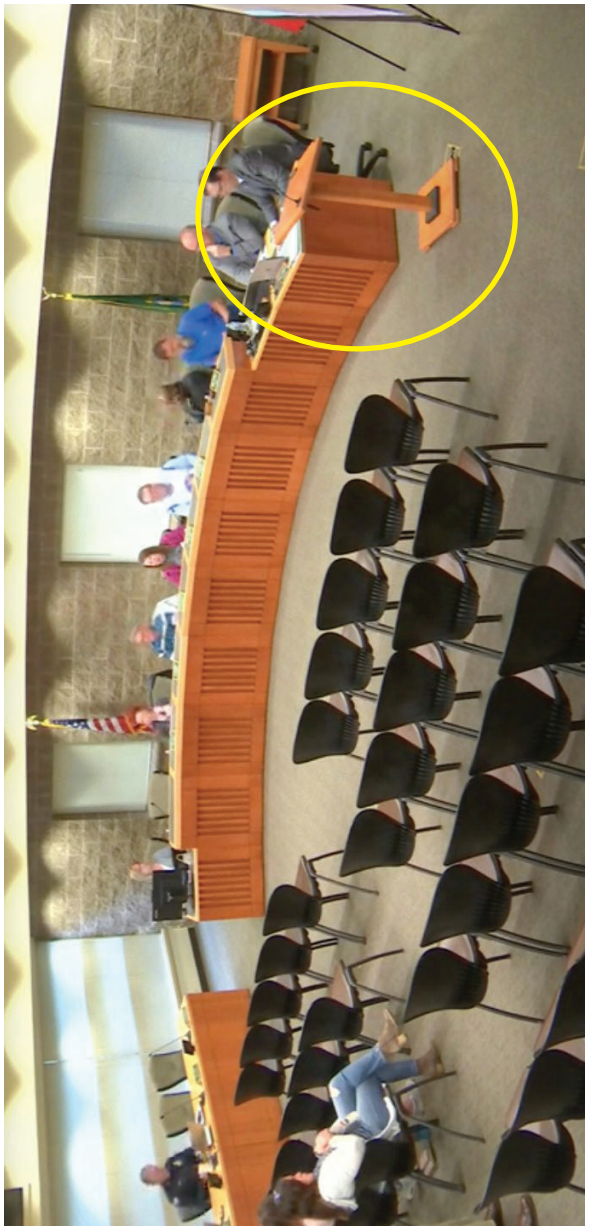
Respectfully,
Mary Blyth Jones











COALINGA CITY COUNCIL • OCTOBER 19, 2023

DAIS PLACEMENT SUGGESTION • MARY BLYTH JONES • PAGE 2

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

Subject:	Check Register: 09/01/2023 - 09/30/2023
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Yasmin Gonzalez, Financial Services Supervisor

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
2023-09_Check_Register_Cover_Sheet_for_Council.pdf	Check Register Cover Sheet - September 2023
2023-09_Expense_Approval_Rpt.pdf	Check Register - September 2023

CITY OF COALINGA
The Sunny Side of the Valley

CHECK REGISTER

COUNCIL MEETING OF
Thursday, November 2nd, 2023

EXPENSES: 9/1/2023 through 9/30/2023

ACCOUNTS PAYABLE:				
Month Ending:	9/30/2023	Registers: # 72781 - #73028	**$**	**1,612,434.95**
PAYROLL:				
Pay Period Ending:	8/27/2023	Payroll Check # 18748 - 18749	$	1,560.57
Pay Date:	9/1/2023	Direct Deposit	$	206,749.88
		Payroll Total:	**$**	**208,310.45**
Pay Period Ending:	9/10/2023	Payroll Check # 18754 - 18755	$	2,353.32
Pay Date:	9/15/2023	Direct Deposit	$	210,248.34
		Payroll Total:	**$**	**212,601.66**
Pay Period Ending:	9/24/2023	Payroll Check # 18756	$	1,468.22
Pay Date:	9/29/2023	Direct Deposit	$	210,217.33
		Payroll Total:	**$**	**211,685.55**
TOTAL CHECK REGISTERS THROUGH:		**9/30/23**	**$**	**2,245,032.61**

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
72781	9/5/2023	1205	City Employee Contrib. Assoc.		65.00
	0005430	CECA Dues		950-000-33000	65.00
72782	9/5/2023	1207	City of Coalinga		38.46
	0005429	Dependent Care		950-000-34500	38.46
72783	9/5/2023	1223	Coalinga Firefighters		1,000.00
	0005431	Fire Union Dues		950-000-33300	900.00
	0005436	Fire Union Dues		950-000-33300	100.00
72784	9/5/2023	1228	Coalinga Peace Officer's Association		959.04
	0005434	Mastagni Law Firm		950-000-33200	315.00
	0005437	CPOA Dues		950-000-33200	315.00
	0005438	PORAC Dues		950-000-33200	329.04
72785	9/5/2023	1384	Franchise Tax Board		225.00
	0005432	FTB Sacramento		950-000-34010	225.00
72786	9/5/2023	02709	International City Management Association Retirement Corportation		9,083.65
	0005423	457 ICMA EE$ / ER%		950-000-32100	932.13
	0005424	457 ICMA $$ Gen		950-000-32100	390.00
	0005425	457 ICMA % General		950-000-32100	7,761.52
72787	9/5/2023	1586	Legal Shield		224.16
	0005433	Pre-Paid Legal Shield		950-000-34060	224.16
72788	9/5/2023	02043	New York Life Insurance		504.02
	0005435	New York Life		950-000-32400	504.02
72789	9/5/2023	1820	SEIU Local 521 - Dues W/H		728.95
	0005439	SEIU COPE		950-000-33000	20.00
	0005440	SEIU Dues		950-000-33000	708.95
72790	9/6/2023	02539	Metropolitan Life Insurance Company		2,504.91
	0005454	Metlife 9/1/2023		950-000-32350	2,504.91
72791	9/7/2023	02388	Amazon Capital Services, Inc.		58.82
	1W6X-GQ11-71PT	09/23 FIN Office Supplies		101-406-70010	1.76
	1W6X-GQ11-71PT	09/23 FIN Office Supplies		501-406-70010	23.53
	1W6X-GQ11-71PT	09/23 FIN Office Supplies		502-406-70010	20.59
	1W6X-GQ11-71PT	09/23 FIN Office Supplies		503-406-70010	11.76
	1W6X-GQ11-71PT	09/23 FIN Office Supplies		504-406-70010	1.18
72792	9/7/2023	02386	American Office Solutions, LLC		19.19
	21175	08/23 ADMIN Public Records Email Search		101-405-88100	19.19
72793	9/7/2023	02132	Badger Meter, Inc.		155.80
	80137256	08/23 PW Cellular Meter Service		501-508-72030	155.80
72794	9/7/2023	02307	Belmont Nursery, Inc.		615.46
	1-206-230825-004	08/23 (2) Trees for Small Dog Park Area		307-401-98579	615.46
72795	9/7/2023	1112	Billingsley Tire Service		111.21
	283700	08/23 PD Vehicle Maintenance Unit #C25		101-413-84060	111.21
72796	9/7/2023	1142	California Business Machines		548.79
	330980	08/23 FIN Toner Waste Tank for Printer		101-406-70010	0.81
	330980	08/23 FIN Toner Waste Tank for Printer		501-406-70010	10.88

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	330980	08/23 FIN Toner Waste Tank for Printer		502-406-70010	9.52
	330980	08/23 FIN Toner Waste Tank for Printer		503-406-70010	5.44
	330980	08/23 FIN Toner Waste Tank for Printer		504-406-70010	0.54
	331270	08/23 CC Copier Maint. Agreement		101-401-84010	0.03
	331270	08/23 PW Copier Maint. Agreement		101-404-84010	3.97
	331270	08/23 CD Copier Maint. Agreement		101-404-84010	18.96
	331270	08/23 ADMIN Copier Maint. Agreement		101-405-84010	63.47
	331270	08/23 FIN Copier Maint. Agreement		101-406-84010	0.14
	331270	08/23 FIN Copier Maint. Agreement		101-406-84010	7.94
	331270	08/23 HR Copier Maint. Agreement		101-408-84010	4.43
	331270	08/23 HR Copier Maint. Agreement		101-408-84010	14.33
	331270	08/23 PD Copier Maint. Agreement		101-413-84010	70.46
	331270	08/23 FD Copier Maint. Agreement		101-416-84010	24.53
	331270	08/23 PW Copier Maint. Agreement		107-422-84010	9.93
	331270	08/23 HR Copier Maint. Agreement		107-422-84010	0.56
	331270	08/23 HR Copier Maint. Agreement		117-416-84010	3.38
	331270	08/23 FIN Copier Maint. Agreement		501-406-84010	105.81
	331270	08/23 FIN Copier Maint. Agreement		501-406-84010	1.87
	331270	08/23 HR Copier Maint. Agreement		501-406-84010	1.11
	331270	08/23 WP Copier Maint. Agreement		501-503-84010	2.29
	331270	08/23 HR Copier Maint. Agreement		501-503-84010	1.69
	331270	08/23 HR Copier Maint. Agreement		501-508-84010	1.97
	331270	08/23 PW Copier Maint. Agreement		501-508-84010	1.99
	331270	08/23 FIN Copier Maint. Agreement		502-406-84010	1.64
	331270	08/23 FIN Copier Maint. Agreement		502-406-84010	92.58
	331270	08/23 HR Copier Maint. Agreement		502-406-84010	1.13
	331270	08/23 PW Copier Maint. Agreement		502-510-84010	7.94
	331270	08/23 HR Copier Maint. Agreement		502-510-84010	1.97
	331270	08/23 HR Copier Maint. Agreement		503-406-84010	0.42
	331270	08/23 FIN Copier Maint. Agreement		503-406-84010	0.94
	331270	08/23 FIN Copier Maint. Agreement		503-406-84010	52.90
	331270	08/23 HR Copier Maint. Agreement		503-520-84010	0.84
	331270	08/23 WWP Copier Maint. Agreement		503-520-84010	0.41
	331270	08/23 PW Copier Maint. Agreement		503-520-84010	9.93
	331270	08/23 HR Copier Maint. Agreement		503-521-84010	0.28
	331270	08/23 PW Copier Maint. Agreement		503-521-84010	5.96
	331270	08/23 FIN Copier Maint. Agreement		504-406-84010	5.29
	331270	08/23 HR Copier Maint. Agreement		504-406-84010	0.14
	331270	08/23 FIN Copier Maint. Agreement		504-406-84010	0.09
	331270	08/23 HR Copier Maint. Agreement		820-610-84010	0.28
72799	9/7/2023	02594	Cintas Corporation #3		1,053.28
	4165532396	08/23 CD Employee Uniforms & Mats W08/23		101-404-70100	6.62
	4165532396	08/23 SC Employee Uniforms & Mats W08/23		101-431-70100	18.78
	4165532396	08/23 BLDG Employee Uniforms & Mats W08/23		101-432-84030	72.66
	4165532396	08/23 PW Employee Uniforms & Mats W08/23		101-440-70100	67.89
	4165532396	08/23 PW Employee Uniforms & Mats W08/23		107-422-70100	42.22
	4165532396	08/23 WP Employee Uniforms & Mats W08/23		501-503-70100	19.56
	4165532396	08/23 PW Employee Uniforms & Mats W08/23		501-508-70100	42.23
	4165532396	08/23 PW Employee Uniforms & Mats W08/23		502-510-70100	42.23
	4165532396	08/23 WWP Employee Uniforms & Mats W08/23		503-520-70100	19.56
	4165532396	08/23 PW Employee Uniforms & Mats W08/23		503-521-70100	42.22
	4165532396	08/23 SS Employee Uniforms & Mats W08/23		504-535-70100	18.77
	4166437633	08/23 CD Employee Uniforms & Mats W08/31		101-404-70100	6.54
	4166437633	08/23 SC Employee Uniforms & Mats W08/31		101-431-70100	18.71
	4166437633	08/23 BLDG Employee Uniforms & Mats W08/31		101-432-84030	347.28
	4166437633	08/23 PW Employee Uniforms & Mats W08/23		101-440-70100	62.17
	4166437633	08/23 PW Employee Uniforms & Mats W08/31		107-422-70100	42.06
	4166437633	08/23 WP Employee Uniforms & Mats W08/31		501-503-70100	19.44
	4166437633	08/23 PW Employee Uniforms & Mats W08/31		501-508-70100	42.07

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	4166437633	08/23 PW Employee Uniforms & Mats W08/31		502-510-70100	42.07
	4166437633	08/23 WWP Employee Uniforms & Mats W08/31		503-520-70100	19.44
	4166437633	08/23 PW Employee Uniforms & Mats W08/31		503-521-70100	42.06
	4166437633	08/23 SS Employee Uniforms & Mats W08/31		504-535-70100	18.70
72801	9/7/2023	1224	Coalinga Hardware		175.05
	819416	0823 PW Paint Roller & Degreaser		107-422-70190	27.92
	819579	08/23 Nails for Artificial Turf at Dog Park		307-401-98579	56.92
	819628	08/23 Concrete Footing Install at Dog Park		307-401-98579	16.54
	819657	08/23 PW Pleasant St Sewer Lateral Repair		503-521-70130	8.27
	819667	08/23 Nails & Nail Stakes for Dog Park		307-401-98579	23.57
	819779	08/23 PW Copy of Key for Backhoe #91		501-508-70140	4.75
	819783	08/23 PW Zip Ties for Shut Offs		501-508-70140	5.17
	819783	08/23 PW Zip Ties for Shut Offs		502-510-70140	5.17
	819806	08/23 PW 2 Cycle Oil		101-440-84050	17.43
	819866	08/23 PW WD40		501-508-70140	9.31
72803	9/7/2023	1271	DataProse, Inc.		640.95
	3P74130	08/23 FIN Remote Courthouse Access Insert		501-406-70040	226.38
	3P74130	08/23 FIN Remote Courthouse Access Insert		502-406-70040	198.08
	3P74130	08/23 FIN Remote Courthouse Access Insert		503-406-70040	130.17
	3P74130	08/23 FIN Remote Courthouse Access Insert		504-406-70040	11.32
	DP2303570	08/23 FIN Monthly Service Fee		501-406-70040	30.00
	DP2303570	08/23 FIN Monthly Service Fee		502-406-70040	26.25
	DP2303570	08/23 FIN Monthly Service Fee		503-406-70040	17.25
	DP2303570	08/23 FIN Monthly Service Fee		504-406-70040	1.50
72804	9/7/2023	02289	Elecsys International, LLC		130.00
	SIP-E182762	08/23 PW Rectifier Cell Data for August 2023		502-510-72030	130.00
72805	9/7/2023	1407	Fresno County Sheriff		334.96
	SO20884	09/23 PD RMS/JMS/CAD August 2023		101-413-88100	334.96
72807	9/7/2023	02379	Geotab USA, Inc.		98.75
	IN354086	08/23 PW GPS for ATVs		101-440-88100	59.25
	IN354086	08/23 SS GPS for Street Sweepers		504-535-88100	39.50
72808	9/7/2023	02192	Gimme Love Animal Shelter		2,400.00
	442	09/23 AC Animal Shelter Services for August 2023		101-415-88100	2,400.00
72809	9/7/2023	1446	Granite Construction Company		166.14
	2541576	08/23 PW Washed Sand		501-508-70130	166.14
72810	9/7/2023	1490	Industrial Electrical Co.		7,359.70
	PI-067603	08/23 PW Pump Repairs		503-521-84020	7,359.70
72811	9/7/2023	02017	JH Tackett Marketing		18.77
	806807	08/23 CC Planning Commission Name Plate-Papietro		101-401-70010	18.77
72812	9/7/2023	1579	Law & Associates		700.00
	23-188	08/23 HR Background JBell		101-408-89080	700.00
72813	9/7/2023	02173	Law Dog K9		7,200.00
	1160	08/23 PD Monthly K9 Training-DSparks		101-413-92211	3,600.00
	1160	08/23 PD Monthly K9 Training-DCano		101-413-92211	3,600.00
72814	9/7/2023	1661	Mountain Valley Pest Control, Inc.		165.00
	016402750	08/23 AIR Pest Control Services		101-435-84030	65.00
	016402751	08/23 BLDG Pest Control Services		101-432-84030	35.00
	016402754	08/23 PD Pest Control Services		101-413-88100	32.50
	016402754	08/23 BLDG Pest Control Services		101-432-84030	32.50
72815	9/7/2023	02554	Pace Supply Corp.		15,916.74
	198856357	08/23 PW Water & Sewer Repair Parts		501-508-70140	14,208.60

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	198856357	08/23 PW Water & Sewer Repair Parts		503-521-70140	1,708.14
72816	9/7/2023	1721	PG&E		18,340.07
	0005450	08/23 PW Frame Park Electricity (5120357172-7)		101-440-72011	176.48
	90624-073123	07/23 PW Gas Delivery SE 31 20 15 HWY		502-510-80020	18,163.59
72817	9/7/2023	02664	Phillips Electric, LLC		425.00
	INV0351	08/23 PW Rectifier Repairs		502-510-88100	425.00
72818	9/7/2023	1771	RMA Geoscience, Inc.		1,575.00
	16678	07/23 Phase I ESA APN:072-154-02		815-609-88100	1,575.00
72819	9/7/2023	1810	Save Mart Supermarkets		6.31
	0005453	08/23 CC Breakroom Supplies-Plates & Forks		101-401-70010	1.05
	0005453	08/23CD Breakroom Supplies-Plates & Forks		101-404-70010	1.05
	0005453	08/23 ADMIN Breakroom Supplies-Plates & Forks		101-405-70010	1.05
	0005453	08/23 FIN Breakroom Supplies-Plates & Forks		101-406-70010	1.05
	0005453	08/23 HR Breakroom Supplies-Plates & Forks		101-408-70010	0.55
	0005453	08/23 PW Breakroom Supplies-Plates & Forks		107-422-70010	0.23
	0005453	08/23 FD EMS Breakroom Supplies-Plates & Forks		117-416-70010	0.13
	0005453	08/23 FIN Breakroom Supplies-Plates & Forks		501-406-70010	0.04
	0005453	08/23 WP Breakroom Supplies-Plates & Forks		501-503-70010	0.26
	0005453	08/23 PW Breakroom Supplies-Plates & Forks		501-508-70010	0.29
	0005453	08/23 FIN Breakroom Supplies-Plates & Forks		502-406-70010	0.04
	0005453	08/23 PW Breakroom Supplies-Plates & Forks		502-510-70010	0.28
	0005453	08/23 FIN Breakroom Supplies-Plates & Forks		503-406-70010	0.02
	0005453	08/23 WWP Breakroom Supplies-Plates & Forks		503-520-70010	0.24
	0005453	08/23 PW Breakroom Supplies-Plates & Forks		503-521-70010	0.01
	0005453	08/23 FIN Breakroom Supplies-Plates & Forks		504-406-70010	0.01
	0005453	08/23 RDA Breakroom Supplies-Plates & Forks		820-610-70010	0.01
72821	9/7/2023	1864	Stacy Anderson		52.18
	113-7992455-36154	08/23 PD Office Supplies Reimbursement		101-413-70010	52.18
72823	9/7/2023	1873 OPCERT	State Water Resources Control Board		115.00
	0005451	08/23 PW Water Dist Operator Exam App MRamirez		501-508-86010	65.00
	0005452	08/23 PW Water Dist Operator Exam App DVargas		501-508-86010	50.00
72825	9/7/2023	02702	Stoney's Sand & Gravel LLC		1,223.54
	134391	08/23 PW Decomposed Granite for Dog Park		307-401-98579	1,223.54
72826	9/7/2023	02640	TeamCalifornia Economic Development Corporation		700.00
	3036	08/23 CC ICSC Western Conference Reception		101-401-86010	700.00
72827	9/7/2023	02780	Timothy Macleod		125.00
	149	08/23 PW Propane for Patch Truck		107-422-70130	125.00
72828	9/7/2023	1944 CC	US Bank Corporate Payment Center		3,985.67
	USBFDJULY2023	07/23 FD El Michoacano-Buchanan Fire Meals		101-416-70050	210.41
	USBFDJULY2023	07/23 FD EMS DPH- EMT Renewal-KKrider		117-416-86040	82.00
	USBFDJULY2023	07/23 FD EMS American Heart Shop-CPR Course		117-416-86040	68.00
	USBFDJULY2023-00	07/23 FD EMS O'Reilly's-DEF for Ambulances		101-416-70160	83.30
	USBFDJULY2023-00	07/23 FD O'Reilly's-Vehicle Wash Supplies		101-416-84060	25.03
	USBFDJULY2023-00	07/23 FD EMS T.O.E.- EMS Bags		117-416-75000	118.67
	USBFDJULY2023-00	07/23 FD EMS DPH-EMT Renewal Sanchez		117-416-86040	82.00
	USBFDJULY2023-00	07/23 FD Safelite- Windshield Repair Lic 1640710		101-416-84060	915.80
	USBFDJULY2023-00	07/23 FD EMS Walgreen's-Glucometer Batteries		117-416-75000	25.05
	USBFDJULY2023-00	07/23 FD EMS Live Action Saftey-Ped Needles		117-416-75000	698.85
	USBFDJULY2023-00	07/23 FD EMS FSP Health-CPR Card Kosmosky		117-416-86040	25.00
	USBFDJULY2023-00	07/23 FD EMS DPH- EMS Renewal TSigler		117-416-86040	82.00
	USBFDJULY2023-00	07/23 FD EMS FSP Health-CPR Card SQuinonez		117-416-86040	25.00
	USBFDJULY2023-02	07/23 FD Chevron-Fuel Unit #P171		101-416-70160	175.00
	USBFDJULY2023-02	07/23 FD Chevron-Fuel Unit #P171		101-416-70160	158.01

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	USBFDJULY2023-02	07/23 FD Chipotle-Fire Line Meals		101-416-86010	24.14
	USBFDJULY2023-02	07/23 FD In-N-Out- Fire Line Meals		101-416-86010	33.67
	USBFDJULY2023-02	07/23 FD EMS Health Educational-BLS Card		117-416-86040	11.00
	USBFDJULY2023-02	07/23 FD EMS Health Educational-BLS Card		117-416-86040	11.00
	USBFDJULY2023-02	07/23 FD EMS Critical Care Center-ACLS Recert-Aung		117-416-86040	150.00
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SJensen		101-401-86010	7.90
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SBrewer		101-404-86010	15.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-RSmith		101-404-86010	15.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-YVenegas		101-405-86010	15.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MGarcia		101-405-86010	15.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-YIbarra		101-405-86010	15.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SJensen		101-405-86010	7.89
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MTrejo		101-405-86010	15.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MSoto		101-406-86010	2.37
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MVang		101-406-86010	2.37
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-HBonilla		101-406-86010	2.37
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-YGonzalez		101-406-86010	2.37
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-DRamirez		101-406-86010	3.16
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-CGarcia		101-406-86010	4.74
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		101-406-86010	8.99
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-DWright		101-406-86010	2.37
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-OSanchez		101-406-86010	7.90
	USBFDJULY2023-04	07/23 FD Save Mart-Fridays with Fire Cookies		101-416-70050	23.96
	USBFDJULY2023-04	07/23 FD Save Mart-Fireline Water & Gatorade		101-416-70440	142.44
	USBFDJULY2023-04	07/23 FD Amazon-Bathroom Fan		101-416-84030	142.90
	USBFDJULY2023-04	07/23 FD Amazon-Bathroom Fan		101-416-84030	49.03
	USBFDJULY2023-04	07/23 FD Amaon-Sprinkler Supplies		101-416-84050	65.21
	USBFDJULY2023-04	07/23 FD Royal Burrito-Madison St Fire Line Meals		101-416-86010	112.95
	USBFDJULY2023-04	07/23 FD Cafe 101-Breakfast with the Chiefs		101-416-86010	24.76
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		107-422-86010	0.32
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-DWright		107-422-86010	0.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MVang		107-422-86010	0.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-HBonilla		107-422-86010	0.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MSoto		107-422-86010	0.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		117-416-86010	2.06
	USBFDJULY2023-04	07/23 FD Anazon-Training Tower Pipe Brackets		306-416-98574	54.15
	USBFDJULY2023-04	07/23 FD Amazon- Training Tower Sprinklers		306-416-98574	66.34
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-CGarcia		501-406-86010	4.74
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MVang		501-406-86010	4.74
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MSoto		501-406-86010	4.74
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-HBonilla		501-406-86010	4.74
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-YGonzalez		501-406-86010	5.53
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-JEcheagaray		501-406-86010	6.32
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-DRamirez		501-406-86010	5.53
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-OSanchez		501-406-86010	3.16
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-DWright		501-406-86010	4.74
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		501-503-86010	0.95
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		501-508-86010	0.32
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		501-508-86010	0.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-LMiller		501-508-86010	5.26
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-KAnderson		501-508-86010	5.26
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		502-406-86010	0.32
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-OSanchez		502-406-86010	2.37
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-DWright		502-406-86010	3.95
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-JEcheagaray		502-406-86010	5.53
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-DRamirez		502-406-86010	3.95
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-HBonilla		502-406-86010	3.95
	USBFDJULY2023-04	007/23 FD World Point-CPR Course Link-MSoto		502-406-86010	3.95
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MVang		502-406-86010	3.95

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-CGarcia		502-406-86010	3.95
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-YGonzalez		502-406-86010	4.74
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-LMiller		502-510-86010	5.26
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		502-510-86010	0.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-KAnderson		502-510-86010	5.26
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-OSanchez		503-406-86010	2.21
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-DWright		503-406-86010	3.00
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-JEcheagaray		503-406-86010	3.63
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MVang		503-406-86010	3.00
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MSoto		503-406-86010	3.00
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-HBonilla		503-406-86010	3.00
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-DRamirez		503-406-86010	3.00
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-YGonzalez		503-406-86010	3.00
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-CGarcia		503-406-86010	2.21
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		503-406-86010	0.24
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		503-520-86010	0.47
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-LMiller		503-521-86010	5.26
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-KAnderson		503-521-86010	5.26
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		503-521-86010	0.24
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-HBonilla		504-406-86010	0.15
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MSoto		504-406-86010	0.15
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-DRamirez		504-406-86010	0.15
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MVang		504-406-86010	0.15
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-DWright		504-406-86010	0.15
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-OSanchez		504-406-86010	0.15
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-YGonzalez		504-406-86010	0.15
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-JEcheagaray		504-406-86010	0.31
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-CGarcia		504-406-86010	0.15
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		504-406-86010	0.15
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MSoto		820-610-86010	0.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-HBonilla		820-610-86010	0.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-MVang		820-610-86010	0.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-DWright		820-610-86010	0.79
	USBFDJULY2023-04	07/23 FD World Point-CPR Course Link-SRedding		820-610-86010	0.16
72836	9/7/2023	1983	WageWorks		79.20
	INV5561151	08/23 CD FSA Monthly Fee-SBrewer		101-404-88101	0.99
	INV5561151	08/23 ADMIN FSA Monthly Fee-MTrejo		101-405-88101	1.68
	INV5561151	08/23 ADMIN FSA Monthly Fee-SJensen		101-405-88101	5.54
	INV5561151	08/23 ADMIN FSA Monthly Fee-MGarcia		101-405-88101	3.96
	INV5561151	08/23 HR FSA Monthly Fee-SRedding		101-408-88101	5.64
	INV5561151	08/23 PD FSA Monthly Fee-SAnderson		101-413-88101	9.90
	INV5561151	08/23 PD FSA Monthly Fee-CSeese		101-413-88101	9.90
	INV5561151	08/23 PD FSA Monthly Fee-VSparks		101-413-88101	9.90
	INV5561151	08/23 AIR FSA Monthly Fee-MGarcia		101-435-88101	2.97
	INV5561151	08/23 PW FSA Monthly Fee-SRedding		107-422-88101	0.20
	INV5561151	08/23 PW FSA Monthly Fee-SJensen		107-422-88101	0.69
	INV5561151	08/23 PW FSA Monthly Fee-MTrejo		107-422-88101	0.59
	INV5561151	08/23 PW FSA Monthly Fee-SBrewer		107-422-88101	2.48
	INV5561151	08/23 FD EMS FSA Monthly Fee-SJensen		117-416-88101	0.10
	INV5561151	08/23 FD EMS FSA Monthly Fee-SRedding		117-416-88101	1.29
	INV5561151	08/23 FIN FSA Monthly Fee-SRedding		501-406-88101	0.20
	INV5561151	08/23 FIN FSA Monthly Fee-MTrejo		501-406-88101	0.12
	INV5561151	08/23 WP FSA Monthly Fee-SJensen		501-503-88101	0.40
	INV5561151	08/23 WP FSA Monthly Fee-SBrewer		501-503-88101	0.99
	INV5561151	08/23 WP FSA Monthly Fee-SRedding		501-503-88101	0.59
	INV5561151	08/23 WP FSA Monthly Fee-MTrejo		501-503-88101	1.34
	INV5561151	08/23 PW FSA Monthly Fee-SJensen		501-508-88101	0.64
	INV5561151	08/23 PW FSA Monthly Fee-MTrejo		501-508-88101	1.39
	INV5561151	08/23 PW FSA Monthly Fee-SRedding		501-508-88101	0.50

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	INV5561151	08/23 PW FSA Monthly Fee-SBrewer		501-508-88101	0.50
	INV5561151	08/23 FIN FSA Monthly Fee-MTrejo		502-406-88101	0.09
	INV5561151	08/23 FIN FSA Monthly Fee-SRedding		502-406-88101	0.20
	INV5561151	08/23 PW FSA Monthly Fee-SRedding		502-510-88101	0.50
	INV5561151	08/23 PW FSA Monthly Fee-MGarcia		502-510-88101	2.97
	INV5561151	08/23 PW FSA Monthly Fee-MTrejo		502-510-88101	1.34
	INV5561151	08/23 PW FSA Monthly Fee-SJensen		502-510-88101	0.20
	INV5561151	08/23 PW FSA Monthly Fee-SBrewer		502-510-88101	1.98
	INV5561151	08/23 FIN FSA Monthly Fee-MTrejo		503-406-88101	0.06
	INV5561151	08/23 FIN FSA Monthly Fee-SRedding		503-406-88101	0.15
	INV5561151	08/23 WWP FSA Monthly Fee-SBrewer		503-520-88101	1.48
	INV5561151	08/23 WWP FSA Monthly Fee-SRedding		503-520-88101	0.30
	INV5561151	08/23 WWP FSA Monthly Fee-SJensen		503-520-88101	0.20
	INV5561151	08/23 WWP FSA Monthly Fee-MTrejo		503-520-88101	1.34
	INV5561151	08/23 PW FSA Monthly Fee-MTrejo		503-521-88101	1.34
	INV5561151	08/23 PW FSA Monthly Fee-SBrewer		503-521-88101	1.48
	INV5561151	08/23 PW FSA Monthly Fee-SJensen		503-521-88101	0.05
	INV5561151	08/23 PW FSA Monthly Fee-SRedding		503-521-88101	0.15
	INV5561151	08/23 FIN FSA Monthly Fee-MTrejo		504-406-88101	0.03
	INV5561151	08/23 SS FSA Monthly Fee-SJensen		504-535-88101	0.10
	INV5561151	08/23 SS FSA Monthly Fee-SRedding		504-535-88101	0.09
	INV5561151	08/23 RDA FSA Monthly Fee-SRedding		820-610-88101	0.09
	INV5561151	08/23 RDA FSA Monthly Fee-SJensen		820-610-88101	1.98
	INV5561151	08/23 RDA FSA Monthly Fee-MTrejo		820-610-88101	0.58
72840	9/7/2023	1993	West Hills Oil, Inc.		10,883.71
	78003	08/23 ADMIN Fuel for August 2023		101-405-70160	80.12
	78004	08/23 PD Fuel for August 2023		101-413-70160	10,803.59
72841	9/7/2023	1997	Westside Supply		68.00
	P230831	08/23 PW Cylinder Rental		501-508-70140	42.50
	S230831	08/23 SC Cylinder Rental		101-431-70150	25.50
72842	9/11/2023	1025	AFLAC Group Insurance		111.78
	0005460	9/23 AFLAC - R. Cabral Account #62482		950-000-34600	111.78
72843	9/14/2023	1009	Abbey Door Services		760.00
	14364	08/23 FD Apparatus Bay Door Repairs		101-416-84030	760.00
72844	9/14/2023	02386	American Office Solutions, LLC		2,796.13
	21264	09/23 PD Interview Camera & Computer Access		105-413-98040	273.77
	21265	09/23 PD Interview Camera & Computer Access		101-413-98040	2,522.36
72845	9/14/2023	1051	AmeriGas		643.39
	3154482355	08/23 AIR Propane Delivery		101-435-72010	643.39
72846	9/14/2023	1068	Aramark Services, Inc		350.50
	5031266839	09/23 PD Jail Blankets		101-413-70380	350.50
72847	9/14/2023	02082	AutoZone, Inc.		369.01
	5919937702	08/23 AIR Maintenance Supplies Unit #54		101-435-84060	61.54
	5919937702	08/23 PW Maintenance Supplies Unit #54		101-440-84060	61.54
	5919941405	08/23 PD Tire Plugs Unit #C19		101-413-84060	10.24
	5919941795	08/23 AIR Air Filter for Kubota		101-435-84060	11.98
	5919941795	08/23 PW Air Filter for Kubota		101-440-84060	11.98
	5919941852	08/23 PD Thermostat & Spark Plugs Unit #C31		101-413-84060	81.22
	5919942232	08/23 PD Ignition Coil Unit #C31		101-413-84060	91.51
	5919942235	08/23 SC Gasket Maker		101-431-70150	19.50
	5919942235	08/23 Tune Up Grease Unit #54 & Gasket Maker		101-435-84060	9.75
	5919942235	08/23 PW Tune Grease Unit #54		101-440-84060	9.75

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72848	9/14/2023	1101	BECS Pacific LTD		378.75
	03 021139	08/23 PW Opacity Testing of Large Truck		501-508-84060	126.25
	03 021139	08/23 PW Opacity Testing of Large Truck		502-510-84060	126.25
	03 021139	08/23 PW Opacity Testing of Large Truck		503-521-84060	126.25
72849	9/14/2023	1112	Billingsley Tire Service		2,896.25
	283436	07/23 FD EMS Oil & Filter Change Unit #M254		117-416-84060	466.28
	283639	08/23 FD EMS Oil & Filter Change Unit #M255		117-416-84060	92.08
	283675	08/23 FD EMS Battery Unit #M254		117-416-84060	1,206.76
	283697	08/23 FD Oil & Filter Change Unit #C170		101-416-84060	72.46
	283723	08/23 FD EMS Glow Plugs Unit #M254		117-416-84060	1,033.67
	283909	09/23 PD Tire Repair Unit #C18		101-413-84060	25.00
72850	9/14/2023	02783	California Commercial Pools, Inc.		43,795.00
	1	07/23 Splash Pad Project Progress Payment #1		101-440-98981	46,100.00
	CM0000507	07/23 Splash Pad Project Retention #1		101-000-10003	-2,305.00
72851	9/14/2023	02768	CDCE Incorporated		12,879.91
	141673	08/23 FD MDT'S		308-416-98040	12,879.91
72852	9/14/2023	02594	Cintas Corporation #3		478.45
	4167196734	09/23 CD Employee Uniforms & Mats W09/08		101-404-70100	6.53
	4167196734	09/23 SC Employee Uniforms & Mats W09/08		101-431-70100	18.69
	4167196734	09/23 BLDG Employee Uniforms & Mats W09/08		101-432-84030	72.66
	4167196734	09/23 PW Employee Uniforms & Mats W09/08		101-440-70100	154.97
	4167196734	09/23 PW Employee Uniforms & Mats W09/08		107-422-70100	42.02
	4167196734	09/23 WP Employee Uniforms & Mats W09/08		501-503-70100	19.41
	4167196734	09/23 PW Employee Uniforms & Mats W09/08		501-508-70100	42.03
	4167196734	09/23 PW Employee Uniforms & Mats W09/08		502-510-70100	42.03
	4167196734	09/23 WWP Employee Uniforms & Mats W09/08		503-520-70100	19.41
	4167196734	09/23 PW Employee Uniforms & Mats W09/08		503-521-70100	42.02
	4167196734	09/23 SS Employee Uniforms & Mats W09/08		504-535-70100	18.68
72853	9/14/2023	1207	City of Coalinga		19,230.48
	0005455	07/23 90-11379-001 Animal House-Fresno/Coalinga		101-413-72010	61.30
	0005455	07/23 01-11035-004 270 S 6th Street		101-415-72010	108.20
	0005455	07/23 70-08484-001 302 W Elm-Firehouse		101-416-72010	936.09
	0005455	07/23 70-08558-001 160 W Elm-Old City Hall		101-432-72010	26.28
	0005455	07/23 70-08559-001 160 W Elm-Annex		101-432-72010	59.50
	0005455	07/23 70-08562-001 155 W Durian-Landscaping		101-432-72010	178.85
	0005455	07/23 70-08563-002 155 W Durian-Bldg		101-432-72010	1,189.29
	0005455	07/23 90-11991-001 Airport-Median 1		101-435-72010	199.71
	0005455	07/23 90-10883-001 27500 W Phelps-AP Access Roa		101-435-72010	287.23
	0005455	07/23 90-11993-001 Airport-Median 3		101-435-72010	110.25
	0005455	07/23 90-10891-001 27500 W Phelps-AP Spencer Ho		101-435-72010	92.14
	0005455	07/23 90-11992-001 Airport-Median 2		101-435-72010	75.24
	0005455	07/23 90-10892-002 Coalinga AP Res		101-435-72010	70.43
	0005455	07/23 90-11994-001 Airport-Median 4		101-435-72010	51.90
	0005455	07/23 71-11970-001 Forest/Pacific		101-440-72011	42.21
	0005455	07/23 71-08739-001 200 E Pacific		101-440-72011	749.28
	0005455	07/23 51-04491-001 E Elm Trees		101-440-72011	32.22
	0005455	07/23 70-08679-001 Sunset/6th-Ventera		101-440-72011	174.02
	0005455	07/23 82-10406-001 E Polk/Warthan Crk Lot		101-440-72011	80.15
	0005455	07/23 01-11879-001 Plaza Park		101-440-72011	76.16
	0005455	07/23 84-11980-001 Jayne Ave Landscaping		101-440-72011	32.22
	0005455	07/23 44-11880-001 Centennial Park		101-440-72011	1,751.85
	0005455	07/23 45-11979-001 Centennial Park Landscaping		101-440-72011	1,921.61
	0005455	07/23 42-11981-001 W Gale & Hwy 198		101-440-72011	32.22
	0005455	07/23 70-08445-001 6th/Elm-Parking		101-440-72011	68.95
	0005455	07/23 51-04490-001 E Aport/Elm Lots		101-440-72011	32.22
	0005455	07/23 84-12000-001 Sandalwood Park 3		101-440-72011	3,325.79

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	0005455	07/23 52-11633-001	Cherry Ln-Median 3	107-422-72011	60.18
	0005455	07/23 82-10397-001	1075 W Elm/Pacific/Lucille	107-422-72011	128.80
	0005455	07/23 52-11632-001	Cherry Ln-Median 2	107-422-72011	40.21
	0005455	07/23 52-06069-001	Van Ness/Second St Lot	107-422-72011	40.21
	0005455	07/23 84-10736-001	Sandalwood/Longhollow	107-422-72011	36.73
	0005455	07/23 84-10692-001	Juniper Rdg/Jayne	107-422-72011	36.73
	0005455	07/23 52-11631-001	Cherry Ln-Median 1	107-422-72011	34.22
	0005455	07/23 82-11910-001	Hwy 198/Lucille-Landscaping	107-422-72011	32.22
	0005455	07/23 70-11990-001	Elm/6th Landscaping 2	107-422-72011	32.22
	0005455	07/23 84-10691-003	Juniper/Jayne	107-422-72011	133.31
	0005455	07/23 70-11963-001	Cedar/Fifth Clock	107-422-72011	32.22
	0005455	07/23 51-12025-001	E Elm/Van Ness Trees	107-422-72011	32.22
	0005455	07/23 51-04426-001	Baker/Rotary Lot	107-422-72011	32.22
	0005455	07/23 42-03294-001	Sunset/Fifth Lot	107-422-72011	32.22
	0005455	07/23 32-01424-001	Hillview/Monterey	107-422-72011	32.22
	0005455	07/23 22-08436-001	Forest/First Lot	107-422-72011	32.22
	0005455	07/23 22-08117-001	Hayes Lot	107-422-72011	32.22
	0005455	07/23 01-11986-001	Elm/4th Landscaping	107-422-72011	32.22
	0005455	07/23 01-00006-001	200 E Elm-Trees	107-422-72011	32.22
	0005455	07/23 62-08395-001	Forest/Second St	107-422-72011	32.22
	0005455	07/23 42-03438-001	Van Ness/Ash St. Lot	107-422-72011	367.74
	0005455	07/23 22-11239-001	Creek Side Lot	107-422-72011	32.22
	0005455	07/23 41-03184-001	W Joaquin/Wash Lot	107-422-72011	487.65
	0005455	07/23 41-03130-001	Monterey/Monroe	107-422-72011	493.64
	0005455	07/23 45-04295-002	Phelps/La Cuesta	107-422-72011	692.00
	0005455	07/23 41-03193-001	Princeton/Wash Lot	107-422-72011	44.20
	0005455	07/23 70-08463-001	290 W Elm-Museum	107-422-72011	85.82
	0005455	07/23 84-11908-001	Copper/Canyon-Landscaping	107-422-72011	423.66
	0005455	07/23 70-12025-000	7th Street Irrigation	107-422-72011	98.13
	0005455	07/23 44-04178-001	San Simeon/Posa Chanet	107-422-72011	134.79
	0005455	07/23 61-06870-001	Lynch Park-Triangle	107-422-72011	281.87
	0005455	07/23 70-11988-001	Elm/6th Landscaping	107-422-72011	28.23
	0005455	07/23 01-11987-001	Elm/4th Landscaping 2	107-422-72011	42.21
	0005455	07/23 84-10693-001	Juniper Rdg/Jayne	107-422-72011	165.26
	0005455	07/23 45-04297-002	Posa Chanet Blvd	107-422-72011	160.04
	0005455	07/23 52-11634-001	Cherry Ln-Median 4	107-422-72011	148.06
	0005455	07/23 82-11346-001	Waste Water Plant	503-520-72010	2,696.51
	0005455	07/23 82-10306-001	Meter Shop	503-521-72010	52.19
	0005455	07/23 82-10304-001	Service Yard	503-521-72010	133.92
72858	9/14/2023	1224	Coalinga Hardware		49.62
	819849	08/23 Concrete for Small Pad at Dog Park		307-401-98579	33.08
	819854	08/23 Concrete for Small Pad at Dog Park		307-401-98579	16.54
72859	9/14/2023	1243	Cook's Communications		37,532.20
	154612	07/23 FD Computer Equipment Unit #L171		101-416-84060	5,287.59
	154614	07/23 FD Computer Equipment Unit #E171		101-416-84060	5,287.59
	154742	08/23 PD Vehicle Equipment Unit #C5		105-413-98041	14,186.59
	154786	08/23 PD Vehicle Equipment Unit #C225		105-413-98041	10,180.97
	154788	08/23 FD EMS Commuication Equipment Unit #M25		117-416-84060	2,589.46
72860	9/14/2023	02315	Criscom Public Relation, Inc.		4,000.00
	271186	09/23 CC Lobbying & Econ Development Svcs		101-401-88100	400.00
	271186	09/23 PW Lobbying & Econ Development Svcs		107-422-88100	600.00
	271186	09/23 WP Lobbying & Econ Development Svcs		501-503-88100	600.00
	271186	09/23 PW Lobbying & Econ Development Svcs		501-508-88100	600.00
	271186	09/23 PW Lobbying & Econ Development Svcs		502-510-88100	600.00
	271186	09/23 WWP Lobbying & Econ Development Svcs		503-520-88100	600.00
	271186	09/23 PW Lobbying & Econ Development Svcs		503-521-88100	600.00

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72861	9/14/2023	02110	CSG Consultants, Inc.		1,284.00
	52895	08/23 CD Building Inspector Services		101-404-88100	1,284.00
72862	9/14/2023	1288	Department of Justice		35.00
	677488	07/23 PD Blood Alcohol Analysis		101-413-88080	35.00
72863	9/14/2023	02771	DG Construction, Inc.		190,720.01
	2	08/23 Water Main Replacement-Pleasant Prog Pymt		501-503-98441	200,757.91
	CM0000502	08/23 Water Main Replacement-Pleasant Retention		501-000-10003	-10,037.90
72864	9/14/2023	02693	Donabedian - Hannah Architecture		5,600.00
	2023-026	09/23 Cottage Home Program		306-404-98578	5,600.00
72865	9/14/2023	1303	Dooley Enterprises, Inc.		9,889.75
	66299	08/23 PD Ammunition		105-413-98041	9,889.75
72866	9/14/2023	1356	Fastenal Company		788.74
	CALEM44956	08/23 FD Station Supplies		101-416-70450	788.74
72867	9/14/2023	02686	GoTo Technologies USA, Inc.		6,055.63
	IN7102207927	08/23 PD Door Phone/Intercom		105-413-98040	6,055.63
72868	9/14/2023	1452	Hanford Equipment Co., Inc.		172.48
	17058	08/23 AIR Repair Parts for Kubota		101-435-84060	86.24
	17058	08/23 PW Repair Parts for Kubota		101-440-84060	86.24
72869	9/14/2023	1479	HR Electric		1,207.00
	I230907561	09/23 BLDG Electricial Box Repair		101-432-84030	1,207.00
72870	9/14/2023	02784	Jose Edin Hernandez Lopez		800.00
	Cs23-1706	09/23 PD Evidence Refund Cs 23-1706		102-000-14501	800.00
72871	9/14/2023	1593	Life Assist, Inc.		2,733.87
	1356896	08/23 FD EMS Medical Supplies		117-416-75000	923.64
	1358479	08/23 FD EMS Medical Supplies		117-416-75000	386.73
	1358566	08/23 FD EMS Medical Supplies		117-416-75000	515.04
	1358774	08/23 FD EMS Medical Supplies		117-416-75000	536.00
	1359084	09/23 FD EMS Medical Supplies		117-416-75000	280.07
	1360908	09/23 FD EMS Medical Supplies		117-416-75000	92.39
72872	9/14/2023	02570	Linde Gas & Equipment Inc.		311.01
	38046683	08/23 FD EMS Medical Oxygen		117-416-75000	311.01
72873	9/14/2023	02733	Low Voltage Service, Inc		4,840.28
	8190	08/23 PD City Wide Security System Upgrade		308-413-98040	4,840.28
72874	9/14/2023	02685	Maverick Data Systems		227.80
	116	08/23 PD Search Warrant Software		101-413-86030	227.80
72875	9/14/2023	1635	Mercedes Garcia		90.57
	324900011208	09/23 CC Breakroom Supplies Reimbursement		101-401-70010	15.09
	324900011208	09/23 CD Breakroom Supplies Reimbursement		101-404-70010	15.09
	324900011208	09/23 ADMIN Breakroom Supplies Reimbursement		101-405-70010	15.09
	324900011208	09/23 FIN Breakroom Supplies Reimbursement		101-406-70010	15.09
	324900011208	09/23 HR Breakroom Supplies Reimbursement		101-408-70010	7.70
	324900011208	09/23 PW Breakroom Supplies Reimbursement		107-422-70010	3.33
	324900011208	09/23 FD EMS Breakroom Supplies Reimbursement		117-416-70010	1.81
	324900011208	09/23 FIN Breakroom Supplies Reimbursement		501-406-70010	0.60
	324900011208	09/23 WP Breakroom Supplies Reimbursement		501-503-70010	3.93
	324900011208	09/23 PW Breakroom Supplies Reimbursement		501-508-70010	4.08
	324900011208	09/23 FIN Breakroom Supplies Reimbursement		502-406-70010	0.60
	324900011208	09/23 PW Breakroom Supplies Reimbursement		502-510-70010	4.08
	324900011208	09/23 FIN Breakroom Supplies Reimbursement		503-406-70010	0.23
	324900011208	09/23 WWP Breakroom Supplies Reimbursement		503-520-70010	3.47

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	324900011208	09/23 PW Breakroom Supplies Reimbursement		503-521-70010	0.15
	324900011208	09/23 FIN Breakroom Supplies Reimbursement		504-406-70010	0.08
	324900011208	09/23 RDA Breakroom Supplies Reimbursement		820-610-70010	0.15
72877	9/14/2023	02329	Michael K. Nunley & Associates, Inc.		4,350.48
	1039035	08/23 WP Filter Beds Improvements		501-503-98441	393.98
	1039126	08/23 WP RW Intake Screen Replacement		501-503-98441	121.03
	1039127	08/23 WP Washwater Tank Rehabilitation		501-503-98441	1,050.60
	1039128	08/23 WP Hydroxide Storage & Injection System		501-503-88100	1,525.69
	1039129	08/23 WP Washwater Tank Rehabilitation		501-503-98441	1,259.18
72878	9/14/2023	02114	Michee Baggett		89.85
	10	08/23 FD EMS AMB Run Meal Reimbursement		117-416-75010	9.28
	161284#1	08/23 FD EMS AMB Run Meal Reimbursement		117-416-75010	17.69
	162150#1	08/23 FD EMS AMB Run Meal Reimbursement		117-416-75010	13.85
	20055	08/23 FD EMS AMB Run Meal Reimbursement		117-416-75010	10.19
	207958#1	08/23 FD EMS AMB Run Meal Reimbursement		117-416-75010	10.82
	208740#1	08/23 FD EMS AMB Run Meal Reimbursement		117-416-75010	14.96
	261	08/23 FD EMS AMB Run Meal Reimbursement		117-416-75010	13.06
72879	9/14/2023	1647	Mid Valley Disposal, Inc.		1,675.60
	2749835	05/23 Compost SB 1383 Grant		306-426-98582	1,675.60
72880	9/14/2023	1661	Mountain Valley Pest Control, Inc.		90.00
	016402752	08/23 PW Pest Control Services		503-521-84030	45.00
	016402753	08/23 FD Pest Control Services		101-416-84050	45.00
72881	9/14/2023	02615	ODP Business Solutions, LLC		94.55
	324733322001	08/23 HR Office Supplies		101-408-70010	36.00
	324733322001	08/23 PW Office Supplies		107-422-70010	1.41
	324733322001	08/23 FD EMS Office Supplies		117-416-70010	8.47
	324733322001	08/23 FIN Office Supplies		501-406-70010	2.82
	324733322001	08/23 WP Office Supplies		501-503-70010	4.24
	324733322001	08/23 PW Office Supplies		501-508-70010	4.94
	324733322001	08/23 FIN Office Supplies		502-406-70010	2.82
	324733322001	08/23 PW Office Supplies		502-510-70010	4.94
	324733322001	08/23 FIN Office Supplies		503-406-70010	1.06
	324733322001	08/23 WWP Office Supplies		503-520-70010	2.12
	324733322001	08/23 PW Office Supplies		503-521-70010	0.71
	324733322001	08/23 FIN Office Supplies		504-406-70010	0.35
	324733322001	08/23 RDA Office Supplies		820-610-70010	0.71
	325406031002	09/23 HR Office Supplies		101-408-70010	12.22
	325406031002	09/23 PW Office Supplies		107-422-70010	0.48
	325406031002	09/23 FD EMS Office Supplies		117-416-70010	2.88
	325406031002	09/23 FIN Office Supplies		501-406-70010	0.96
	325406031002	09/23 WP Office Supplies		501-503-70010	1.44
	325406031002	09/23 PW Office Supplies		501-508-70010	1.68
	325406031002	09/23 FIN Office Supplies		502-406-70010	0.96
	325406031002	09/23 PW Office Supplies		502-510-70010	1.68
	325406031002	09/23 FIN Office Supplies		503-406-70010	0.36
	325406031002	09/23 WWP Office Supplies		503-520-70010	0.72
	325406031002	09/23 PW Office Supplies		503-521-70010	0.24
	325406031002	09/23 FIN Office Supplies		504-406-70010	0.12
	325406031002	09/23 RDA Office Supplies		820-610-70010	0.22
72883	9/14/2023	1692	O'Reilly Automotive, Inc.		203.60
	4316-459232	09/23 ADMIN Window Regulator for Admin Vehicle		101-405-84060	203.60
72884	9/14/2023	02554	Pace Supply Corp.		81.25
	198856357-1	09/23 PW Water Line Parts		503-521-70140	81.25

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
72885	9/14/2023	1721	PG&E		93.82
	0005462	08/23 PW Elm/Cambridge Signal		110-424-72021	93.82
72886	9/14/2023	1804	San Luis & Delta-Mendota		9,996.73
	0005464	09/23 Water Estimate for October 2023		501-503-80010	22,260.70
	0005465	09/23 Water Adjustment-August 2023		501-503-80010	21,827.05
	0005466	09/23 Water Adjustment-August 2023		501-503-80010	20,786.29
	CM0000503	09/23 Water Purchase Total Adjustment-June 2023		501-503-80010	-664.93
	CM0000504	09/23 Water Purchase Total Adjustment-July 2023		501-503-80010	-6,302.38
	CM0000505	09/23 Water Adjustment-August 2023		501-503-80010	-47,910.00
72887	9/14/2023	1802	SJVAPCD		1,800.00
	C21-0332	08/23 AIR Notice of Violation Fee-Permit C2969-1-0		101-435-84030	1,800.00
72888	9/14/2023	1859	Special Services Group		1,900.27
	17174	09/23 PD GPS Trackers (07/01/23-06/30/24)		101-413-90070	1,900.27
72889	9/14/2023	02694	Stericycle, Inc.		307.56
	3006604371	09/23 FD EMS Sharps Disposal		117-416-75000	307.56
72890	9/14/2023	02553	Terra West Construction Incorporated		149,443.55
	1	08/23 Cherry Lane Improvements Progress Payment		111-422-98978	157,309.00
	CM0000501	08/23 Cherrry Lane Improvements Rentention #1		111-000-10003	-7,865.45
72891	9/14/2023	1923	Tim Braly		1,200.00
	616021	07/23 PD Ruger Rifle & Ammunition-SYoung		101-413-98040	1,200.00
72892	9/14/2023	1931	Trans Union, LLC		60.00
	08325115	08/23 PD Background		101-413-88100	60.00
72893	9/14/2023	1935	Tri City Engineering		44,065.66
	2826-26	08/23 ATP4 Trail Improvements (Seq: 3,4,9) P.E.		305-422-98982	455.00
	2860-20	08/23 Coalinga Alley Paving Phase II		305-422-98998	11,160.02
	2889-22	08/23 CMAQ NW Multi-Use Trail (Seq: 1,2,13,14)		305-422-98974	6,522.50
	2915-12	08/23 CA Park Grant Program-Centennial Park		306-422-98575	2,570.00
	2915-12	08/23 CA Park Grant Program-Sandalwood Park		306-422-98576	2,570.00
	2940-13	08/23 WP TTHM Project-CM		501-503-98441	1,718.14
	2943-16	08/23 PW Splash Pad Project		101-440-98981	1,875.00
	2951-08	08/23 ATP Cycle 6 Trails-Los Gatos Bridge		305-422-98905	740.00
	2964-03-ENV	08/23 ATP5 E Polk Bike/Ped Safety Env		305-422-98975	1,148.75
	2968-08	08/23 Phelps Ave Improvements Phase II		305-422-98902	3,540.00
	2995-03	08/23 WWP Radio Field/Sludge Pond Imoorvements		503-520-98992	3,511.25
	3036-02	08/23 WP Water Main Replacement-Pleasant Ave-C		501-503-98441	2,446.25
	3037-02	08/23 Cherry Lane Improvements-CM		111-422-98978	5,808.75
72894	9/14/2023	02246	Tricia Busby		400.00
	0005463	09/23 HR Post Pre-Employment Psych Eval MArredo		101-408-89060	400.00
72895	9/14/2023	1944 CC	US Bank Corporate Payment Center		437.19
	USBFDJULY2023-00	07/23 FD Save Mart-Chamber Mixer Drinks		101-416-70050	15.10
	USBFDJULY2023-00	07/23 FD Los Reyes-Chamber Mixer Meals		101-416-70050	288.09
	USBFDJULY2023-00	07/23 FD EMS American Heart Shop-CPR Cards		117-416-86040	134.00
72896	9/14/2023	1973	Verizon Wireless Services, LLC		597.21
	9942752840	08/23 FD Vehicle Data (542044026-00003)		101-416-72030	331.14
	9942752841	08/23 FD Ipad Data (542044026-00004)		101-416-72030	266.07
72897	9/14/2023	1993	West Hills Oil, Inc.		22,833.23
	78002	08/23 FD Fuel for August 2023		101-416-70160	15,316.78
	78005	08/23 CD Fuel for August 2023		101-404-70160	117.93
	78005	08/23 PW Fuel for August 2023		101-440-70160	90.07
	78005	08/23 PW Fuel for August 2023		107-422-70160	90.04
	78005	08/23 WP Fuel for August 2023		501-503-70160	179.64

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	78005	08/23 PW Fuel for August 2023		501-508-70160	433.76
	78005	08/23 PW Fuel for August 2023		502-510-70160	433.75
	78005	08/23 PW Fuel for August 2023		503-521-70160	433.75
	78007	08/23 FIN Fuel for August 2023		501-406-70160	196.06
	78007	08/23 FIN Fuel for August 2023		502-406-70160	171.55
	78007	08/23 FIN Fuel for August 2023		503-406-70160	112.73
	78007	08/23 FIN Fuel for August 2023		504-406-70160	9.80
	78008	08/23 PW Fuel for August 2023		107-422-70160	229.06
	78008	08/23 PW Fuel for August 2023		501-508-70160	1,181.58
	78008	08/23 PW Fuel for August 2023		502-510-70160	1,181.58
	78008	08/23 PW Fuel for August 2023		503-521-70160	1,181.58
	78009	08/23 SS Fuel for August 2023		504-535-70160	1,473.57
72899	9/14/2023	1997	Westside Supply		425.16
	16716	08/23 Dog Park Irrigation Supplies		307-401-98579	64.97
	16716	08/23 PW Miscellaneous Supplies		501-508-70140	59.32
	16716	08/23 PW Miscellaneous Supplies		502-510-70140	73.23
	16826	08/23 PW Miscellaneous Supplies		501-508-70140	134.14
	16826	08/23 PW Miscellaneous Supplies		503-521-70140	93.50
72900	9/14/2023	1205	City Employee Contrib. Assoc.		65.00
	0005476	CECA Dues		950-000-33000	65.00
72901	9/14/2023	1223	Coalinga Firefighters		980.00
	0005478	Fire Union Dues		950-000-33300	900.00
	0005485	Fire Union Dues		950-000-33300	80.00
72902	9/14/2023	1228	Coalinga Peace Officer's Association		959.04
	0005481	Mastagni Law Firm		950-000-33200	315.00
	0005486	CPOA Dues		950-000-33200	315.00
	0005487	PORAC Dues		950-000-33200	329.04
72903	9/14/2023	1384	Franchise Tax Board		225.00
	0005479	FTB Sacramento $$		950-000-34010	225.00
72904	9/14/2023	02709	International City Management Association Retirement Corportation		9,435.65
	0005470	457 ICMA EE$/ER%		950-000-32100	1,362.10
	0005471	457 ICMA $$ Gen		950-000-32100	390.00
	0005472	457 ICMA % General		950-000-32100	7,683.55
72905	9/14/2023	1586	Legal Shield		224.16
	0005480	Pre-Paid Legal Shield		950-000-34060	224.16
72906	9/14/2023	02539	Metropolitan Life Insurance Company		599.96
	0005482	MetLife/LTD		950-000-32300	546.38
	0005483	MetLife/LTD Dept Head		950-000-32300	53.58
72907	9/14/2023	02043	New York Life Insurance		504.02
	0005484	New York Life Insurance		950-000-32400	504.02
72908	9/14/2023	1820	SEIU Local 521 - Dues W/H		732.05
	0005488	SEIU COPE		950-000-33000	20.00
	0005489	SEIU Dues		950-000-33000	712.05
72909	9/21/2023	02192	Gimme Love Animal Shelter		1,350.00
	0005500	07/23 Councilman Schinlder Donation FY 23-24		101-415-88100	450.00
	0005501	08/23 Councilman Schinlder Donation FY 23-24		101-415-88100	450.00
	0005502	09/23 Councilman Schinlder Donation FY 23-24		101-415-88100	450.00
72910	9/21/2023	02320	AM Consulting Engineers, Inc.		12,710.00
	2023-231	08/23 Sewer Collection System Engineering Svcs		503-521-98904	12,710.00
72911	9/21/2023	02386	American Office Solutions, LLC		4,876.07
	20903	07/23 WP Camera System Wiring		501-503-84030	252.01

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	21173	08/23 WWP Harddrive		503-520-88040	131.14
	21217	09/23 CC IT Monthly Contract for October 2023		101-401-88040	28.81
	21217	09/23 BLDG IT Monthly Contract for October 2023		101-404-88040	38.41
	21217	09/23 ADMIN IT Monthly Contract for October 2023		101-405-88040	28.81
	21217	09/23 FIN IT Monthly Contract for October 2023		101-406-88040	5.18
	21217	09/23 HR IT Monthly Contract for October 2023		101-408-88040	19.59
	21217	09/23 PW IT Monthly Contract for October 2023		107-422-88040	34.57
	21217	09/23 HR IT Monthly Contract for October 2023		107-422-88040	0.77
	21217	09/23 HR IT Monthly Contract for October 2023		117-416-88040	4.61
	21217	09/23 FIN IT Monthly Contract for October 2023		501-406-88040	69.13
	21217	09/23 HR IT Monthly Contract for October 2023		501-406-88040	1.54
	21217	09/23 HR IT Monthly Contract for October 2023		501-503-88040	2.30
	21217	09/23 PW IT Monthly Contract for October 2023		501-503-88040	51.85
	21217	09/23 PW IT Monthly Contract for October 2023		501-508-88040	34.57
	21217	09/23 HR IT Monthly Contract for October 2023		501-508-88040	2.69
	21217	09/23 HR IT Monthly Contract for October 2023		502-406-88040	1.54
	21217	09/23 FIN IT Monthly Contract for October 2023		502-406-88040	60.49
	21217	09/23 PW IT Monthly Contract for October 2023		502-510-88040	86.42
	21217	09/23 HR IT Monthly Contract for October 2023		502-510-88040	2.69
	21217	09/23 FIN IT Monthly Contract for October 2023		503-406-88040	34.57
	21217	09/23 HR IT Monthly Contract for October 2023		503-406-88040	0.58
	21217	09/23 HR IT Monthly Contract for October 2023		503-520-88040	1.15
	21217	09/23 PW IT Monthly Contract for October 2023		503-520-88040	69.13
	21217	09/23 PW IT Monthly Contract for October 2023		503-521-88040	69.11
	21217	09/23 HR IT Monthly Contract for October 2023		503-521-88040	0.38
	21217	09/23 FIN IT Monthly Contract for October 2023		504-406-88040	3.46
	21217	09/23 HR IT Monthly Contract for October 2023		504-406-88040	0.19
	21217	09/23 HR IT Monthly Contract for October 2023		820-610-88040	0.38
	21243	09/23 CC IT Monthly Contract for October 2023		101-401-88040	55.77
	21243	09/23 BLDG IT Monthly Contract for October 2023		101-404-88040	71.37
	21243	09/23 ADMIN IT Monthly Contract for October 2023		101-405-88040	55.77
	21243	09/23 FIN IT Monthly Contract for October 2023		101-406-88040	12.47
	21243	09/23 HR IT Monthly Contract for October 2023		101-408-88040	36.39
	21243	09/23 PD IT Monthly Contract for October 2023		101-413-88040	1,722.20
	21243	09/23 FD IT Monthly Contract for October 2023		101-416-88040	466.76
	21243	09/23 PW IT Monthly Contract for October 2023		107-422-88040	74.12
	21243	09/23 HR IT Monthly Contract for October 2023		107-422-88040	1.43
	21243	09/23 HR IT Monthly Contract for October 2023		117-416-88040	8.56
	21243	09/23 FIN IT Monthly Contract for October 2023		501-406-88040	166.24
	21243	09/23 HR IT Monthly Contract for October 2023		501-406-88040	2.85
	21243	09/23 HR IT Monthly Contract for October 2023		501-503-88040	4.28
	21243	09/23 PW IT Monthly Contract for October 2023		501-503-88040	111.18
	21243	09/23 HR IT Monthly Contract for October 2023		501-508-88040	4.99
	21243	09/23 PW IT Monthly Contract for October 2023		501-508-88040	74.12
	21243	09/23 HR IT Monthly Contract for October 2023		502-406-88040	2.85
	21243	09/23 FIN IT Monthly Contract for October 2023		502-406-88040	145.46
	21243	09/23 HR IT Monthly Contract for October 2023		502-510-88040	4.99
	21243	09/23 PW IT Monthly Contract for October 2023		502-510-88040	185.30
	21243	09/23 FIN IT Monthly Contract for October 2023		503-406-88040	83.12
	21243	09/23 HR IT Monthly Contract for October 2023		503-406-88040	1.07
	21243	09/23 HR IT Monthly Contract for October 2023		503-520-88040	2.14
	21243	09/23 PW IT Monthly Contract for October 2023		503-520-88040	148.24
	21243	09/23 PW IT Monthly Contract for October 2023		503-521-88040	148.24
	21243	09/23 HR IT Monthly Contract for October 2023		503-521-88040	0.71
	21243	09/23 HR IT Monthly Contract for October 2023		504-406-88040	0.36
	21243	09/23 FIN IT Monthly Contract for October 2023		504-406-88040	8.31
	21243	09/23 HR IT Monthly Contract for October 2023		820-610-88040	0.71
	21287	08/23 CC IT Monthly Mileage Charges		101-401-88040	8.57
	21287	08/23 CD IT Monthly Mileage Charges		101-404-88040	17.14

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	21287	08/23 ADMIN IT Monthly Mileage Charge		101-405-88040	8.57
	21287	08/23 FIN IT Monthly Mileage Charges		101-406-88040	0.51
	21287	08/23 HR IT Monthly Mileage Charges		101-408-88040	8.74
	21287	08/23 PD IT Monthly Mileage Charges		101-413-88040	137.14
	21287	08/23 FD IT Monthly Mileage Charges		101-416-88040	17.14
	21287	08/23 PW IT Monthly Mileage Charges		107-422-88040	1.71
	21287	08/23 HR IT Monthly Mileage Charges		107-422-88040	0.34
	21287	08/23 HR IT Monthly Mileage Charges		117-416-88040	2.06
	21287	08/23 HR IT Monthly Mileage Charges		501-406-88040	0.69
	21287	08/23 FIN IT Monthly Mileage Charges		501-406-88040	6.86
	21287	08/23 PW IT Monthly Mileage Charges		501-503-88040	2.57
	21287	08/23 HR IT Monthly Mileage Charges		501-503-88040	1.03
	21287	08/23 PW IT Monthly Mileage Charges		501-508-88040	1.71
	21287	08/23 HR IT Monthly Mileage Charges		501-508-88040	1.20
	21287	08/23 HR IT Monthly Mileage Charges		502-406-88040	0.69
	21287	08/23 FIN IT Monthly Mileage Charges		502-406-88040	6.00
	21287	08/23 HR IT Monthly Mileage Charges		502-510-88040	1.20
	21287	08/23 PW IT Monthly Mileage Charges		502-510-88040	4.29
	21287	08/23 HR IT Monthly Mileage Charges		503-406-88040	0.26
	21287	08/23 FIN IT Monthly Mileage Charges		503-406-88040	3.43
	21287	08/23 HR IT Monthly Mileage Charges		503-520-88040	0.51
	21287	08/23 PW IT Monthly Mileage Charges		503-520-88040	3.43
	21287	08/23 HR IT Monthly Mileage Charges		503-521-88040	0.17
	21287	08/23 PW IT Monthly Mileage Charges		503-521-88040	3.43
	21287	08/23 HR IT Monthly Mileage Charges		504-406-88040	0.10
	21287	08/23 FIN IT Monthly Mileage Charges		504-406-88040	0.34
	21287	08/23 HR IT Monthly Mileage Charges		820-610-88040	0.17
72917	9/21/2023	1079	AT&T		31.43
	0005469	08/23 PW Lift Station (238-851-0691-691-6)		503-521-72030	31.43
72918	9/21/2023	1078	AT&T		159.79
	0005510	09/23 PD Internet Service (125125740)		101-413-72030	159.79
72919	9/21/2023	02069	AT&T 2005		3,686.97
	000020539418	08/23 PD Multi-line 559-935-8496		101-413-72030	1,386.16
	000020539418	08/23 PD Multi-line 559-935-8497		101-413-72030	1,386.21
	000020539418	08/23 PD Business Alarm 559-935-0359		101-413-72030	35.98
	000020539418	08/23 PD Chief 559-935-4212		101-413-72030	24.67
	000020539418	08/23 FD 559-935-1651		101-416-72030	85.62
	000020539418	08/23 Admin Fax 559-935-0791		101-432-72030	232.88
	000020539418	08/23 City Hall Modem 559-934-1306		101-432-72030	47.80
	000020539418	08/23 City Hall Main 559-935-1534		101-432-72030	249.67
	000020539418	08/23 AP Weather 559-935-5960		101-435-72030	92.50
	000020539418	08/23 WP Alarm 559-935-3022		501-503-72030	70.92
	000020539418	08/23 WWP Lift Station 559-935-5518		503-521-72030	25.22
	000020539418	08/23 New Lift Station 559-935-1896		503-521-72030	24.67
	000020539418	08/23 Echo Canyon Lift Station 559-935-1875		503-521-72030	24.67
72920	9/21/2023	02080	AT&T 4050		1,092.40
	000020532204	08/23 HR Internet Svc Acct 9391064050		101-408-72030	22.74
	000020532204	08/23 PD Internet Svc Acct 9391064050		101-413-72030	646.52
	000020532204	08/23 FIN Internet Svc Acct 9391064050		101-432-72030	6.02
	000020532204	08/23 BLDG Internet Svc Acct 9391064050		101-432-72030	66.88
	000020532204	08/23 ADMIN Internet Svc Acct 9391064050		101-432-72030	66.88
	000020532204	08/23 PW Internet Svc Acct 9391064050		107-422-72030	6.69
	000020532204	08/23 HR Internet Svc Acct 9391064050		107-422-72030	0.89
	000020532204	08/23 HR Internet Svc Acct 9391064050		117-416-72030	5.35
	000020532204	08/23 FIN Internet Svc Acct 9391064050		501-406-72030	80.26
	000020532204	08/23 HR Internet Svc Acct 9391064050		501-406-72030	1.78
	000020532204	08/23 HR Internet Svc Acct 9391064050		501-503-72030	2.68

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	000020532204	08/23 PW Internet Svc Acct 9391064050		501-503-72030	10.03
	000020532204	08/23 HR Internet Svc Acct 9391064050		501-508-72030	3.12
	000020532204	08/23 PW Internet Svc Acct 9391064050		501-508-72030	6.69
	000020532204	08/23 HR Internet Svc Acct 9391064050		502-406-72030	1.78
	000020532204	08/23 FIN Internet Svc Acct 9391064050		502-406-72030	70.23
	000020532204	08/23 HR Internet Svc Acct 9391064050		502-510-72030	3.12
	000020532204	08/23 PW Internet Svc Acct 9391064050		502-510-72030	16.72
	000020532204	08/23 HR Internet Svc Acct 9391064050		503-406-72030	0.67
	000020532204	08/23 FIN Internet Svc Acct 9391064050		503-406-72030	40.13
	000020532204	08/23 PW Internet Svc Acct 9391064050		503-520-72030	13.38
	000020532204	08/23 HR Internet Svc Acct 9391064050		503-520-72030	1.34
	000020532204	08/23 HR Internet Svc Acct 9391064050		503-521-72030	0.45
	000020532204	08/23 PW Internet Svc Acct 9391064050		503-521-72030	13.38
	000020532204	08/23 FIN Internet Svc Acct 9391064050		504-406-72030	4.00
	000020532204	08/23 HR Internet Svc Acct 9391064050		504-406-72030	0.22
	000020532204	08/23 HR Internet Svc Acct 9391064050		820-610-72030	0.45
72922	9/21/2023	02056	AT&T 4711		284.97
	000020532342	08/23 PD DOJ Line (9391064711)		101-413-72030	284.97
72923	9/21/2023	02546	AT&T Corp.		144.90
	232430872	09/23 PD Internet Service (50000002334)		101-413-72030	144.90
72924	9/21/2023	02082	AutoZone, Inc.		43.58
	5919960336	09/23 PD Oil Unit #C16		101-413-84060	43.58
72925	9/21/2023	02384	Axon Enterprise, Inc.		49,359.17
	INUS184221	09/23 PD Body Camers		105-413-98041	22,791.91
	INUS184272	09/23 PD Tasers Certification		105-413-98041	15,692.40
	INUS187283	09/23 PD Taser Certification		105-413-98040	4,344.86
	INUS187330	09/23 PD Body Cameras		105-413-98040	6,530.00
72926	9/21/2023	1112	Billingsley Tire Service		531.44
	283172	08/23 PD Tire Repair Unit #C15		101-413-84060	25.00
	283320	08/23 PD Vehicle Maintenance Unit #C16		101-413-84060	506.44
72927	9/21/2023	02542	Black Water Consulting Engineers, Inc.		7,141.00
	6294	08/23 Derrick PS & NW Reservior Report (A/R)		501-503-88100	7,141.00
72928	9/21/2023	1115	Blais & Associates, Inc.		10,846.00
	BA_6162_2023	09/23 California Street Reconstruction Grant Svcs		107-422-88130	3,105.00
	BA_6163_2023	09/23 Street Light & Signals Uprgrades Grant Svcs		107-422-88130	4,489.00
	BA_6224_2023	09/23 PW Grant Research & Support for August 202		501-508-88130	1,084.00
	BA_6224_2023	09/23 PW Grant Research & Support for August 202		502-510-88130	1,084.00
	BA_6224_2023	09/23 PW Grant Research & Support for August 202		503-521-88130	1,084.00
72929	9/21/2023	1115	Blais & Associates, Inc.		4,691.50
	BA_6161_2023	08/23 CMAQ Perimeter Trail Grant Svcs		107-422-88130	4,691.50
72930	9/21/2023	02296	BSK Associates		2,084.75
	AG20586	08/23 WP Outside Lab Testing		501-503-88081	1,704.75
	AG20586	08/23 WWP Outside Lab Testing		503-520-88080	380.00
72931	9/21/2023	02548	Caltrol, Inc.		5,168.96
	CD99185047	08/23 WP Filter 5 Valve Repairs		501-503-84020	5,168.96
72932	9/21/2023	1175	Carus Corporations		17,526.63
	SLS 10109687	08/23 WP Chemical-Pemangnate		501-503-70400	17,526.63
72933	9/21/2023	02768	CDCE Incorporated		6,877.45
	119809	09/23 PD MDT Supplies		308-413-98040	3,477.43
	120663	09/23 FD MDT Supplies		308-416-98040	3,400.02

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
72934	9/21/2023	1192	Chemtrade Chemicals US, LLC		13,701.43
	93550497	06/23 WP Aluminum Sulfate		501-503-70240	6,800.84
	93584712	08/23 WP Aluminum Sulfate		501-503-70240	6,900.59
72935	9/21/2023	02594	Cintas Corporation #3		384.21
	4167783561	09/23 CD Employee Uniforms & Mats W09/17		101-404-70100	6.74
	4167783561	09/23 SVC Employee Uniforms & Mats W09/17		101-431-70100	18.91
	4167783561	09/23 BLDG Employee Uniforms & Mats W09/17		101-432-84030	72.66
	4167783561	09/23 PW Employee Uniforms & Mats W09/17		101-440-70100	57.66
	4167783561	09/23 PW Employee Uniforms & Mats W09/17		107-422-70100	42.46
	4167783561	09/23 WP Employee Uniforms & Mats W09/17		501-503-70100	19.74
	4167783561	09/23 PW Employee Uniforms & Mats W09/17		501-508-70100	42.47
	4167783561	09/23 PW Employee Uniforms & Mats W09/17		502-510-70100	42.47
	4167783561	09/23 WWP Employee Uniforms & Mats W09/17		503-520-70100	19.74
	4167783561	09/23 PW Employee Uniforms & Mats W09/17		503-521-70100	42.46
	4167783561	09/23 SS Employee Uniforms & Mats W09/17		504-535-70100	18.90
72936	9/21/2023	1224	Coalinga Hardware		33.70
	819390	08/23 WP Fittings for Hydro Tank		501-503-70140	33.70
72937	9/21/2023	02110	CSG Consultants, Inc.		4,347.20
	B231486	08/23 CD Plan Check Fees		101-404-88100	2,367.70
	B231486	08/23 Plan Check Fees		815-609-88100	1,979.50
72938	9/21/2023	02787	Data Ticket, Inc.		1,494.55
	0723CTBKS	08/23 PD Citation Books & Manual		101-413-88100	1,144.55
	155424	08/23 PD Citation Processing for July 2023		101-413-88100	350.00
72939	9/21/2023	02777	Deluxe		612.82
	9002474682	09/23 FIN Payroll Check Envelopes		101-406-70010	312.54
	9002474682	09/23 PW Payroll Check Envelopes		107-422-70010	12.26
	9002474682	09/23 FD EMS Payroll Check Envelopes		117-416-70010	73.54
	9002474682	09/23 FIN Payroll Check Envelopes		501-406-70010	24.51
	9002474682	09/23 WP Payroll Check Envelopes		501-503-70010	36.77
	9002474682	09/23 PW Payroll Check Envelopes		501-508-70010	42.90
	9002474682	09/23 FIN Payroll Check Envelopes		502-406-70010	24.51
	9002474682	09/23 PW Payroll Check Envelopes		502-510-70010	42.90
	9002474682	09/23 FIN Payroll Check Envelopes		503-406-70010	9.19
	9002474682	09/23 WWP Payroll Check Envelopes		503-520-70010	18.38
	9002474682	09/23 PW Payroll Check Envelopes		503-521-70010	6.13
	9002474682	09/23 FIN Payroll Check Envelopes		504-406-70010	3.06
	9002474682	09/23 RDA Payroll Check Envelopes		820-610-70010	6.13
72940	9/21/2023	1288	Department of Justice		1,024.00
	677675	08/23 PD Livescans		101-413-88100	989.00
	683656	08/23 PD Blood Alcohol Analysis		101-413-88080	35.00
72941	9/21/2023	1360	FedEx		26.66
	8-255-70296	09/23 ADMIN Notary Journal Shipping Charges		101-405-70030	26.66
72942	9/21/2023	1450	Griswold, LaSalle, Cobb, Dowd, and Gin, LLP		10,542.13
	126	08/23 CC City Clerk City Attorney Fees		101-401-88011	470.83
	127	08/23 CC City Attorney Fees		101-401-88011	4,025.85
	128	08/23 CC City Attorney Fees-FD Charges		101-401-88011	66.25
	128	08/23 WP City Attorney Fees-Solar Project		501-503-88011	825.00
	129	08/23 WP City Attorney Fees-Resolution for Rates		501-503-88011	165.83
	129	08/23 WP City Attorney Fees-Solar Project		501-503-88011	683.70
	129	08/23 PW City Attorney Fees-Resolutioin for Rates		502-510-88011	165.62
	129	08/23 WWP City Attorney Fees-Mosquito Abatemen		503-520-88011	198.75
	130	08/23 CC City Attorney Fees-Fairview Amandko MHP		101-401-88011	774.58
	131	08/23 FIN City Attorney Fees		101-406-88011	256.68
	132	08/23 WP City Attorney Fees-Solar Project		501-503-88011	571.67

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	132	08/23 WP City Attorney Fees-Online Research		501-503-88011	122.70
	133	08/23 PD City Attorney Fees		101-401-88011	2,214.67
72943	9/21/2023	1463	Hill Brothers Chemical Company		11,540.61
	102375	07/23 WP Aqua Ammonia		501-503-70210	6,183.17
	104048	08/23 WP Aqua Ammonia		501-503-70210	5,357.44
72944	9/21/2023	02391	Hinderliter, de Llamas and Associates		2,463.62
	SIN031242	09/23 FIN Sales Tax Svcs Qtr1 2023 (July-Sept)		101-406-88100	1,742.95
	SIN031600	09/23 FIN Transaction Tax Qtr 1 2023 (July-Sept)		101-406-88100	720.67
72945	9/21/2023	1494	Interstate Gas Services, Inc.		7,410.80
	7021743	09/23 WP Utility Consulting Svcs for August 2023		501-503-88100	3,396.62
	7021743	09/23 PW ++Utility Consulting Svcs for August 2023		502-510-88100	4,014.18
72946	9/21/2023	02511	Joshua Sturnbaugh		562.27
	30959	02/23 PD Vehicle Lock Out Cs 23-345		101-413-90070	90.00
	31013	02/23 PD Vehicle Tow Cs 23-357		101-413-90070	265.00
	31296	08/23 PD Vehicle Tow Cs 22-0089 Lic 1334473		101-413-90070	207.27
72947	9/21/2023	1583	Leaf		693.06
	15279472	09/23 CC Copier Lease		101-401-84010	15.85
	15279472	09/23 CD Copier Lease		101-404-84010	15.85
	15279472	09/23 ADMIN Copier Lease		101-405-84010	15.85
	15279472	09/23 FIN Copier Lease		101-406-84010	5.20
	15279472	09/23 HR Copier Lease		101-408-84010	15.85
	15279472	09/23 HR Copier Lease		101-408-84010	56.55
	15279472	09/23 PD Copier Lease		101-413-84010	187.11
	15279472	09/23 FD Copier Lease		101-416-84010	110.89
	15279472	09/23 HR Copier Lease		107-422-84010	2.22
	15279472	09/23 HR Copier Lease		117-416-84010	13.31
	15279472	09/23 HR Copier Lease		501-406-84010	4.44
	15279472	09/23 FIN Copier Lease		501-406-84010	69.31
	15279472	09/23 HR Copier Lease		501-503-84010	6.65
	15279472	09/23 WP Copier Lease		501-503-84010	15.84
	15279472	09/23 HR Copier Lease		501-508-84010	7.76
	15279472	09/23 HR Copier Lease		502-406-84010	4.44
	15279472	09/23 FIN Copier Lease		502-406-84010	60.64
	15279472	09/23 PW Copier Lease		502-510-84010	15.84
	15279472	09/23 HR Copier Lease		502-510-84010	7.76
	15279472	09/23 HR Copier Lease		503-406-84010	1.66
	15279472	09/23 FIN Copier Lease		503-406-84010	34.65
	15279472	09/23 HR Copier Lease		503-520-84010	3.33
	15279472	09/23 WWP Copier Lease		503-520-84010	15.82
	15279472	09/23 HR Copier Lease		503-521-84010	1.11
	15279472	09/23 HR Copier Lease		504-406-84010	0.55
	15279472	09/23 FIN Copier Lease		504-406-84010	3.47
	15279472	09/23 HR Copier Lease		820-610-84010	1.11
72949	9/21/2023	02733	Low Voltage Service, Inc		134,329.15
	8198	09/23 PD Camera Project Phase 2-5		309-413-98040	134,329.15
72950	9/21/2023	1626	Marissa Trejo		113.31
	TR20632	09/23 ADMIN West Side EDC Meeting Mileage Reim		101-405-86010	53.05
	TR20633	06/23 ADMIN West Side EDC Meeting Mileage Reim		101-405-86010	60.26
72951	9/21/2023	1630	McMaster-Carr Supply Co.		348.23
	12973132	08/23 WP PVC Fittings for Hydro Tank		501-503-84030	348.23
72952	9/21/2023	1661	Mountain Valley Pest Control, Inc.		130.00
	16402755	08/23 WP Pest Control Services		501-503-84030	85.00
	16402756	08/23 WWP Pest Control Services		503-520-84030	45.00

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72953	9/21/2023	02788	Northwind Heating and Air, Inc.		4,310.00
	#2326462856-1	07/23 FD Ice Machine Repairs		101-416-84020	2,440.00
	#2326462867	07/23 FD Air Conditioner Repairs		101-416-84030	1,870.00
72954	9/21/2023	02615	ODP Business Solutions, LLC		496.05
	330354902001	09/23 PD Office Supplies		101-413-70010	496.05
72955	9/21/2023	1692	O'Reilly Automotive, Inc.		65.36
	4316-459714	09/23 PD Wiper Blades Unit #C3		101-413-84060	65.36
72956	9/21/2023	02554	Pace Supply Corp.		832.39
	198856357-2	09/23 PW Repair Clamps		501-508-70140	832.39
72957	9/21/2023	02731	Paragon Partners Consultants, Inc.		1,547.81
	0023573-IN	0/23 ATP4 Trails Project R.O.W. Svcs		305-422-98982	1,547.81
72958	9/21/2023	1721	PG&E		19,540.25
	90624-083123	08/23 PW Gas Delivery SE 31 20 15HWY(700175090		502-510-80020	19,540.25
72959	9/21/2023	02664	Phillips Electric, LLC		3,581.00
	INV0348	08/23 PW Rapid Flashing Beacons Repairs		107-422-70130	3,331.00
	INV0361	09/23 PW Replaced Street Light-Polk/Monterey		107-422-70130	250.00
72960	9/21/2023	02726	Price Paige & Company, Certified Public Accountants, LLP		8,642.00
	31517	08/23 FY 2023 Accounting & Auditing Services		101-406-88030	1,296.30
	31517	08/23 PW FY 2023 Accoiunting & Auditing Services		107-422-88030	432.10
	31517	08/23 FIN FY 2023 Accoiunting & Auditing Services		501-406-88030	2,592.60
	31517	08/23 FIN FY 2023 Accoiunting & Auditing Services		502-406-88030	2,160.50
	31517	08/23 FIN FY 2023 Accoiunting & Auditing Services		503-406-88030	1,641.98
	31517	08/23 FIN FY 2023 Accoiunting & Auditing Services		504-406-88030	86.42
	31517	08/23 RDA FY 2023 Accoiunting & Auditing Services		820-610-88030	432.10
72961	9/21/2023	02318	Quadient Finance USA, Inc.		2,300.00
	0005468	08/23 FIN Postage Purchased		501-406-70030	920.00
	0005468	08/23 FIN Postage Purchased		502-406-70030	805.00
	0005468	08/23 FIN Postage Purchased		503-406-70030	529.00
	0005468	08/23 FIN Postage Purchased		504-406-70030	46.00
72962	9/21/2023	02048	RSG, Inc.		1,488.46
	IO10743	08/23 RDA FY 23-24 Annual Reports PPS & ROPS		820-610-88100	1,387.50
	IO10744	08/23 RDA FY 23-24 Continuing Disclosure		820-610-96512	100.96
72963	9/21/2023	1810	Save Mart Supermarkets		95.88
	047183	09/23 PD Inmate Meals		101-413-70380	95.88
72964	9/21/2023	1817	Sean Brewer		88.20
	TR20292	08/23 WP PWX Conference Mileage Reimbursement		501-503-86010	2.14
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		501-503-86010	3.97
	TR20292	08/23 WP PWX Conference Mileage Reimbursement		501-503-86010	5.52
	TR20292	08/23 WP PWX Conference Mileage Reimbursement		501-503-86010	1.81
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		501-503-86010	2.00
	TR20292	08/23 WP PWX Conference Mileage Reimbursement		501-503-86010	2.21
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		501-508-86010	2.14
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		501-508-86010	2.21
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		501-508-86010	1.81
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		501-508-86010	3.97
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		501-508-86010	5.52
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		502-510-86010	1.81
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		502-510-86010	2.21
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		502-510-86010	2.13
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		502-510-86010	3.97
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		502-510-86010	5.52
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		502-510-86010	1.99

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	TR20292	08/23 WWP PWX Conference Mileage Reimburseme		503-520-86010	2.00
	TR20292	08/23 WWP PWX Conference Mileage Reimburseme		503-520-86010	2.00
	TR20292	08/23 WWP PWX Conference Mileage Reimburseme		503-520-86010	2.14
	TR20292	08/23 WWP PWX Conference Mileage Reimburseme		503-520-86010	2.21
	TR20292	08/23 WWP PWX Conference Mileage Reimburseme		503-520-86010	5.52
	TR20292	08/23 WWP PWX Conference Mileage Reimburseme		503-520-86010	1.81
	TR20292	08/23 WWP PWX Conference Mileage Reimburseme		503-520-86010	3.97
	TR20292	08/23 WP PWX Conference Mileage Reimbursement		503-521-86010	5.51
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		503-521-86010	1.81
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		503-521-86010	1.99
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		503-521-86010	3.97
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		503-521-86010	2.13
	TR20292	08/23 PW PWX Conference Mileage Reimbursement		503-521-86010	2.21
72966	9/21/2023	1821	Self Help Enterprises		2,463.93
	0005497	09/23 ADU Ordinance Development (07/22-07/23)		306-404-98578	2,238.93
	COLADM 09/11/202	08/23 Loan Servicing Fees		815-609-88100	225.00
72967	9/21/2023	02750	Sentry Equipment Corporation		3,146.81
	232844	08/23 WWP Clarifier Repair Parts		503-520-84020	3,146.81
72968	9/21/2023	1825	Shannon Jensen		10.00
	0005503	09/23 ADMIN Notary Jounal Surrender Fee Reimb		101-405-86010	10.00
72969	9/21/2023	1830	Shell Energy North American (US), LP		22,701.94
	3713198	08/23 PW Natural Gas Deliveries		502-510-80030	22,701.94
72970	9/21/2023	1835	Shred-It USA		2,659.81
	8004676555	08/23 PD Shred-it Purge		101-413-88100	2,659.81
72971	9/21/2023	02702	Stoney's Sand & Gravel LLC		4,953.21
	134522	08/23 Decomposed Granite for Dog Park		307-401-98579	4,953.21
72972	9/21/2023	02785	Superior Printing, Inc.		232.76
	4737715	09/23 FIN Deposit Slips		501-406-70040	93.10
	4737715	09/23 FIN Deposit Slips		502-406-70040	81.47
	4737715	09/23 FIN Deposit Slips		503-406-70040	53.53
	4737715	09/23 FIN Deposit Slips		504-406-70040	4.66
72973	9/21/2023	02523	Taylor Corporation		875.52
	7423714	09/23 CC Envelopes with City Logo		101-401-70010	131.33
	7423714	09/23 ADMIN Envelopes with City Logo		101-405-70010	744.19
72974	9/21/2023	1898	Telstar Instruments, Inc.		1,907.15
	117800	08/23 WP Quarterly Maintenance Service		501-503-84020	1,907.15
72975	9/21/2023	1920	Thomson Reuters/Barclays		603.55
	848897361	08/23 PD Clear Law Software Subscription		101-413-86030	603.55
72976	9/21/2023	02185	Unwired Broadband		251.99
	INV01744904	09/23 WP Internet Service		501-503-72030	251.99
72977	9/21/2023	1944 CC	US Bank Corporate Payment Center		9,676.87
	USBCMAUG2023	08/23 CM CACEO-Conference Lodgingp-YIbarra		101-405-86010	745.50
	USBCMAUG2023	08/23 CM CACEO-Conference Registration-YIbarra		101-405-86010	500.00
	USBCMAUG2023	08/23 CM Harris Ranch-Kings County CM Breakfast		101-405-86010	27.59
	USBCMAUG2023	08/23 CM CACEO-Annual Membership-YIbarra		101-405-86010	100.00
	USBCMAUG2023	08/23 CM Salty Pickle-HR Meeting-Lunch		101-405-86010	61.71
	USBCMAUG2023	08/23 CM Home Depot-Replace Air Home Ceiling Fa		101-435-84030	162.16
	USBPDAUG2023-00	08/23 PD Save Mart-Drinks for CAB Meeting		101-413-86010	54.20
	USBPDAUG2023-00	08/23 PD Me N Eds- CAB Meeting		101-413-86010	136.47
	USBPDAUG2023-01	08/23 CC GoTo Comm-City Wide Phone Network		101-401-72030	100.82
	USBPDAUG2023-01	08/23 CD GoTo Comm-City Wide Phone Network		101-404-72030	40.33

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	USBPDAUG2023-01	08/23 ADMIN GoTo Comm-City Wide Phone Networ		101-405-72030	100.83
	USBPDAUG2023-01	08/23 FIN GoTo Comm-City Wide Phone Network		101-406-72030	5.40
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		101-408-72030	20.57
	USBPDAUG2023-01	08/23 PD GoTo Comm-City Wide Phone Network		101-413-72030	463.80
	USBPDAUG2023-01	08/23 PD Cafe 101-Breakfast with the Chiefs		101-413-86010	10.64
	USBPDAUG2023-01	08/23 AC GoTo Comm-City Wide Phone Network		101-415-72030	40.33
	USBPDAUG2023-01	08/23 FD GoTo Comm-City Wide Phone Network		101-416-72030	463.80
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		107-422-72030	0.81
	USBPDAUG2023-01	08/23 PW GoTo Comm-City Wide Phone Network		107-422-72030	6.07
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		117-416-72030	4.84
	USBPDAUG2023-01	08/23 FIN GoTo Comm-City Wide Phone Network		501-406-72030	72.59
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		501-406-72030	1.61
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		501-503-72030	2.42
	USBPDAUG2023-01	08/23 PW GoTo Comm-City Wide Phone Network		501-503-72030	22.99
	USBPDAUG2023-01	08/23 PW GoTo Comm-City Wide Phone Network		501-508-72030	22.99
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		501-508-72030	2.82
	USBPDAUG2023-01	08/23 FIN GoTo Comm-City Wide Phone Network		502-406-72030	63.52
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		502-406-72030	1.61
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		502-510-72030	2.82
	USBPDAUG2023-01	08/23 PW GoTo Comm-City Wide Phone Network		502-510-72030	22.99
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		503-406-72030	0.60
	USBPDAUG2023-01	08/23 FIN GoTo Comm-City Wide Phone Network		503-406-72030	36.29
	USBPDAUG2023-01	08/23 PW GoTo Comm-City Wide Phone Network		503-520-72030	22.99
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		503-520-72030	1.21
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		503-521-72030	0.40
	USBPDAUG2023-01	08/23 PW GoTo Comm-City Wide Phone Network		503-521-72030	22.99
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		504-406-72030	0.24
	USBPDAUG2023-01	08/23 FIN GoTo Comm-City Wide Phone Network		504-406-72030	3.63
	USBPDAUG2023-01	08/23 HR GoTo Comm-City Wide Phone Network		820-610-72030	0.40
	USBPDAUG2023-02	08/23 PD Amazon-T/C Tool		101-413-70060	117.54
	USBPDAUG2023-02	08/23 PD Cal Expo Chevron-Fuel		101-413-70160	61.01
	USBPDAUG2023-02	08/23 PD Peerless Network- Phones		101-413-72030	226.16
	USBPDAUG2023-02	08/23 PD Hilton Cannabis Summit Lodging-ADiaz		101-413-86010	536.76
	USBPDAUG2023-02	08/23 PD Expedia-Taser Instructor-Lodging CSeese		101-413-86010	137.86
	USBPDAUG2023-02	08/23 PD Expedia-Taser Instructor-Lodging GArroyo		101-413-86010	137.86
	USBPDAUG2023-02	08/23 PD CNOA-Cannabis Summit Reg-SYoung		101-413-86010	250.00
	USBPDAUG2023-02	08/23 PD CNOA-Cannabis Summit Reg-ADiaz		101-413-86010	250.00
	USBPDAUG2023-02	08/23 PD Hilton Cannabis Summit Lodging-SYoung		101-413-86010	536.76
	USBPDAUG2023-02	08/23 PD CPCA-Membership Renewal SYoung		101-413-86030	155.00
	USBPDAUG2023-02	08/23 PD CA Prop & Evidence-Membership-AVasque		101-413-86030	50.00
	USBPDAUG2023-02	08/23 PD Archive Social-Social Media		101-413-88040	219.00
	USBPDAUG2023-02	08/23 PD Journey Team-Microsoft Software Renewal		101-413-88040	166.00
	USBPDAUG2023-02	08/23 PD Archive Social-Social Media		101-413-88040	219.00
	USBPDAUG2023-02	08/23 PD Federal Express-Background Forms		101-413-90070	119.51
	USBPWAUG2023-00	08/23 West Valley Supply-Dog Park Sprinkler Parts		307-401-98579	80.65
	USBPWAUG2023-00	08/23 PW Amazon-Dog Waste Station for Dog Park		307-401-98579	393.30
	USBPWAUG2023-00	08/23 WP The Shout House-PWX Conference Dinner		501-503-86010	34.32
	USBPWAUG2023-00	08/23 WP Grand Hyatt-PWX Conference Lunch		501-503-86010	13.88
	USBPWAUG2023-00	08/23 PW Amazon-Touch Water Meter Wire Connec		501-508-70140	196.16
	USBPWAUG2023-00	08/23 PW Grand Hyatt-PWX Conference Lunch		501-508-86010	13.88
	USBPWAUG2023-00	08/23 PW Alaska Airlines-PWX Conferencw Bag Fee		501-508-86010	10.00
	USBPWAUG2023-00	08/23 PW The Shout House-PWX Conference Dinner		501-508-86010	34.32
	USBPWAUG2023-00	08/23 PW Alaska Airlines-PWX Conferencw Bag Fee		501-508-86010	10.00
	USBPWAUG2023-00	08/23 PW Adobe-Acrobat Pro Subscription Renewal		501-508-86030	79.96
	USBPWAUG2023-00	08/23 PW Alaska Airlines-PWX Conferencw Bag Fee		502-510-86010	10.00
	USBPWAUG2023-00	08/23 PW Grand Hyatt-PWX Conference Lunch		502-510-86010	13.88
	USBPWAUG2023-00	08/23 PW Alaska Airlines-PWX Conferencw Bag Fee		502-510-86010	10.00
	USBPWAUG2023-00	08/23 PW The Shout House-PWX Conference Dinner		502-510-86010	34.32
	USBPWAUG2023-00	08/23 PW Adobe-Acrobat Pro Subscription Renewal		502-510-86030	79.96

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	USBPWAUG2023-00	08/23 WWP Grand Hyatt-PWX Conference Lunch		503-520-86010	13.88
	USBPWAUG2023-00	08/23 WWP The Shout House-PWX Conference Dinn		503-520-86010	34.32
	USBPWAUG2023-00	08/23 PW Chevron-Ice		503-521-70440	6.05
	USBPWAUG2023-00	08/23 PW Alaska Airlines-PWX Conferencw Bag Fee		503-521-86010	10.00
	USBPWAUG2023-00	08/23 PW Grand Hyatt-PWX Conference Lunch		503-521-86010	13.88
	USBPWAUG2023-00	08/23 PW Alaska Airlines-PWX Conferencw Bag Fee		503-521-86010	10.00
	USBPWAUG2023-00	08/23 PW The Shout House-PWX Conference Dinner		503-521-86010	34.31
	USBPWAUG2023-00	08/23 PW Adobe-Acrobat Pro Subscription Renewal		503-521-86030	79.96
	USBWPAUG2023-00	08/23 WP Walnmart-Canopy for WTP		501-503-70140	126.03
	USBWPAUG2023-00	08/23 WP Dell Sales-Battery for Laptop		501-503-84010	155.38
	USBWPAUG2023-00	08/23 WP TCP Training- Basic Electricity- GSubia		501-503-86010	1,295.00
	USBWPAUG2023-00	08/23 WWP American Water College-OIT RDelacruz		503-520-86010	349.99
72983	9/21/2023	1964	USABluebook		2,630.16
	INV00100214	08/23 WP SS Dipper		501-503-70140	244.84
	INV00103149	08/23 WP 5500sc Reagents		501-503-70140	245.26
	INV00116825	08/23 WP UV Glass Meter/Chlorine Buffer		501-503-70140	574.63
	INV00117228	08/23 WP Hach Color Tester/Chemkeys		501-503-70140	1,565.43
72984	9/21/2023	1973	Verizon Wireless Services, LLC		1,917.41
	9943330470	08/23 401/5885 Council Member		101-401-72030	38.01
	9943330470	08/23 401-5846 Council Member		101-401-72030	38.01
	9943330470	08/23 401-5853 Council Member		101-401-72030	38.01
	9943330470	08/23 401-5863 Council Member		101-401-72030	38.01
	9943330470	08/23 401-5850 Council Member		101-401-72030	38.01
	9943330470	08/23 CD 630-2536 Robert Smith		101-404-72030	51.26
	9943330470	08/23 246-6243 M Garcia		101-405-72030	19.24
	9943330470	08/23 401-9377 FIN SVC Director MVang		101-406-72030	7.87
	9943330470	08/23 698-4142 SVC Center-Pedro		101-431-72030	51.26
	9943330470	08/23 246-6243 AIR MGarcia		101-435-72030	19.23
	9943330470	08/23 401-9377 FIN SVC Director MVang		107-422-72030	2.63
	9943330470	08/23 381-1988 PW-Meter Reader		501-406-72030	20.51
	9943330470	08/23 401-9377 FIN SVC Director MVang		501-406-72030	15.74
	9943330470	08/23 341-4461 Public Works Diirector		501-503-72030	7.47
	9943330470	08/23 383-4004 Wagter Plant Router-1		501-503-72030	57.77
	9943330470	08/23 978-2846 Water Plant IPad-1		501-503-72030	45.02
	9943330470	08/23 383-4121 WP Ipad-2		501-503-72030	45.02
	9943330470	08/23 362-36567 Field Supervisor Uribe		501-503-72030	26.23
	9943330470	08/23 383-4579 SCADA		501-503-72030	140.78
	9943330470	08/23 383-4514 Water Plant Primary		501-503-72030	497.09
	9943330470	08/23 341-9613 Water Plant On-Call		501-503-72030	75.82
	9943330470	08/23 240-3695 Public Works Table		501-508-72030	12.93
	9943330470	08/23 401-9110 Public Works Tablet-1		501-508-72030	19.63
	9943330470	08/23 401-9271 Public Works UB Tablet-2		501-508-72030	19.63
	9943330470	08/23 401-9312 Public Works UB Tablet-3		501-508-72030	19.63
	9943330470	08/23 341-4461 Public Works Director		501-508-72030	7.49
	9943330470	08/23 401-9315 Public Works UB Tablet-4		501-508-72030	19.63
	9943330470	08/23 974-1257 PW Supervisor Phone		501-508-72030	17.84
	9943330470	08/23 401-9323 Public Works UB Tablet-6		501-508-72030	19.63
	9943330470	08/23 383-4014 PW Standby		501-508-72030	17.43
	9943330470	08/23 401-9321 Public Works UB Tablet-5		501-508-72030	19.63
	9943330470	08/23 401-9377 FIN SVC Director MVang		502-406-72030	13.12
	9943330470	08/23 381-1988 PW-Meter Reader		502-406-72030	17.95
	9943330470	08/23 401-9110 Public Works Tablet-1		502-510-72030	19.07
	9943330470	08/23 401-9323 Public Works UB Tablet-6		502-510-72030	19.07
	9943330470	08/23 401-9321 Public Works UB Tablet-5		502-510-72030	19.07
	9943330470	08/23 974-1257 PW Supervisor Phone		502-510-72030	17.31
	9943330470	08/23 401-9271 Public Works UB Tablet-2		502-510-72030	19.07
	9943330470	08/23 341-4461 Public Works Director		502-510-72030	7.49
	9943330470	08/23 243-3695 Public Works Tablet		502-510-72030	12.54

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	9943330470	08/23 401-9312 Public Works UB Tablet-3		502-510-72030	19.07
	9943330470	08/23 401-9315 Public Works UB Tablet-4		502-510-72030	19.07
	9943330470	08/23 383-4014 PW Standby		502-510-72030	16.92
	9943330470	08/23 401-9377 FIN SVC Director MVang		503-406-72030	9.97
	9943330470	08/23 381-1988 PW-Meter Reader		503-406-72030	11.79
	9943330470	08/23 341-4461 Public Works Director		503-520-72030	7.48
	9943330470	08/23 383-4044 WWP Wifi		503-520-72030	42.92
	9943330470	08/23 362-36567 Field Supervisor Uribe		503-520-72030	26.23
	9943330470	08/23 383-4014 PW Standby		503-521-72030	16.91
	9943330470	08/23 341-4461 Public Works Director		503-521-72030	7.49
	9943330470	08/23 974-1257 PW Supervisor Phone		503-521-72030	17.31
	9943330470	08/23 401-9110 Public Works Tablet-1		503-521-72030	19.07
	9943330470	08/23 401-9271 Public Works UB Tablet-2		503-521-72030	19.07
	9943330470	08/23 401-9312 Public Works UB Tablet-3		503-521-72030	19.07
	9943330470	08/23 240-3695 Public Works Tablet		503-521-72030	12.54
	9943330470	08/23 401-9321 Public Works UB Tablet-5		503-521-72030	19.07
	9943330470	08/23 401-9323 Public Works UB Tablet-6		503-521-72030	19.07
	9943330470	08/23 401-9315 Public Works UB Tablet-4		503-521-72030	19.07
	9943330470	08/23 381-1988 PW-Meter Reader		504-406-72030	1.01
	9943330470	08/23 401-9377 FIN SVC Director MVang		504-406-72030	0.50
	9943330470	08/23 401-9377 FIN SVC Director MVang		820-610-72030	2.63
72989	9/21/2023	1991	West Hills Machine Shop, Inc.		46.21
	049987	08/23 WP Bolts & Nuts for Hydro Pump		501-503-70140	46.21
72990	9/21/2023	1993	West Hills Oil, Inc.		1,042.73
	78006	08/23 WP Fuel for August 2023		501-503-70160	834.18
	78006	08/23 WWP Fuel for August 2023		503-520-70160	208.55
72991	9/21/2023	1997	Westside Supply		108.97
	16854	08/23 WWP Hard Hat & Gloves		503-520-70140	57.97
	W230831	08/23 WP Cylinder Rental		501-503-82030	34.00
	WW230831	08/23 WWP Cylinder Rental		503-520-82030	17.00
72992	9/28/2023	02475	Alberto Ramirez		2,323.33
	0005527	09/23 BLDG Janitorial Services		101-432-84030	2,200.00
	0005528	09/23 BLDG Additional Janitorial Services		101-432-84030	123.33
72993	9/28/2023	02388	Amazon Capital Services, Inc.		1,635.89
	1LC7-ND79-61TT	08/23 FD Hanging File Folder Wall Mount		101-416-70010	29.37
	1LC7-ND79-61TT	08/23 FD File Folders		101-416-70010	23.33
	1LC7-ND79-61TT	08/23 FD Drone Batteries		101-416-70050	849.94
	1LC7-ND79-61TT	08/23 FD Drone Video Memory Card Reader		101-416-70070	15.95
	1LC7-ND79-61TT	08/23 FD Dishwasher Lower Wash Arm		101-416-84070	63.52
	1LC7-ND79-61TT	08/23 FD EMS Wireless Printers for Ambulances		117-416-70040	653.78
72994	9/28/2023	02386	American Office Solutions, LLC		17.41
	21176	09/23 HR Replace Cables & Power Strip-SRedding		101-408-88040	8.88
	21176	09/23 HR Replace Cables & Power Strip-SRedding		107-422-88040	0.35
	21176	09/23 HR Replace Cables & Power Strip-SRedding		117-416-88040	2.09
	21176	09/23 HR Replace Cables & Power Strip-SRedding		501-406-88040	0.70
	21176	09/23 HR Replace Cables & Power Strip-SRedding		501-503-88040	1.04
	21176	09/23 HR Replace Cables & Power Strip-SRedding		501-508-88040	1.22
	21176	09/23 HR Replace Cables & Power Strip-SRedding		502-406-88040	0.70
	21176	09/23 HR Replace Cables & Power Strip-SRedding		502-510-88040	1.22
	21176	09/23 HR Replace Cables & Power Strip-SRedding		503-406-88040	0.26
	21176	09/23 HR Replace Cables & Power Strip-SRedding		503-520-88040	0.52
	21176	09/23 HR Replace Cables & Power Strip-SRedding		503-521-88040	0.17
	21176	09/23 HR Replace Cables & Power Strip-SRedding		504-406-88040	0.09
	21176	09/23 HR Replace Cables & Power Strip-SRedding		820-610-88040	0.17

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
72995	9/28/2023	1112	Billingsley Tire Service		25.00
	282680	08/23 PW Tire Repair Unit #35		101-440-84060	25.00
72996	9/28/2023	02504	Brian Corley		770.36
	23-0291802	09/23 PW Kimberly Ln Lift Station Repairs		503-521-84020	325.13
	23-091801	09/23 PW La Cuesta Lift Station Repairs		503-521-84020	445.23
72997	9/28/2023	1198	CHUSD		36.76
	0005534	09/23 PD Printed Maps		101-413-70040	36.76
72998	9/28/2023	02594	Cintas Corporation #3		384.21
	4168498389	09/23 CD Employee Uniforms & Mats W09/21		101-404-70100	6.74
	4168498389	09/23 SC Employee Uniforms & Mats W09/21		101-431-70100	18.91
	4168498389	09/23 BLDG Employee Uniforms & Mats W09/21		101-432-84030	72.66
	4168498389	09/23 PW Employee Uniforms & Mats W09/21		101-440-70100	57.66
	4168498389	09/23 PW Employee Uniforms & Mats W09/21		107-422-70100	42.46
	4168498389	09/23 WP Employee Uniforms & Mats W09/21		501-503-70100	19.74
	4168498389	09/23 PW Employee Uniforms & Mats W09/21		501-508-70100	42.47
	4168498389	09/23 PW Employee Uniforms & Mats W09/21		502-510-70100	42.47
	4168498389	09/23 WWP Employee Uniforms & Mats W09/21		503-520-70100	19.74
	4168498389	09/23 PW Employee Uniforms & Mats W09/21		503-521-70100	42.46
	4168498389	09/23 SS Employee Uniforms & Mats W09/23		504-535-70100	18.90
72999	9/28/2023	1224	Coalinga Hardware		343.50
	820286	09/23 PW Mix Oil & Trimmer Line		101-440-84050	74.34
	820288	09/23 CD Ladders for Building Inspections		101-404-70060	269.16
73000	9/28/2023	1243	Cook's Communications		302.70
	155136	09/23 FD Radio Repairs		101-416-84070	227.70
	155137	09/23 FD Radio Repairs		101-416-84070	75.00
73001	9/28/2023	1271	DataProse, Inc.		776.49
	3P75476	09/23 FIN Fall 2023 Clean Up Flyer		501-406-70040	310.60
	3P75476	09/23 FIN Fall 2023 Clean Up Flyer		502-406-70040	271.77
	3P75476	09/23 FIN Fall 2023 Clean Up Flyer		503-406-70040	178.59
	3P75476	09/23 FIN Fall 2023 Clean Up Flyer		504-406-70040	15.53
73002	9/28/2023	1288	Department of Justice		371.00
	654033	04/23 HR Livescans & Fingerprints-JAcenas		101-408-89070	51.00
	654033	04/23 FD EMS Livescans & Fingerprints-ATrujillo		117-416-89070	32.00
	654033	04/23 FD EMS Livescans & Fingerprints-MSmith		117-416-89070	32.00
	654033	04/23 FD EMS Livescans & Fingerprints-JSellers		117-416-89070	32.00
	654033	04/23 FD EMS Livescans & Fingerprints-CSanchez		117-416-89070	32.00
	654033	04/23 FD EMS Livescans & Fingerprints-CSanchez		117-416-89070	32.00
	654033	04/23 FD EMS Livescans & Fingerprints-DRodriguez		117-416-89070	32.00
	654033	04/23 FD EMS Livescans & Fingerprints-AMalkiewicz		117-416-89070	32.00
	654033	04/23 FD EMS Livescans & Fingerprints-JDias		117-416-89070	32.00
	654033	04/23 FD EMS Livescans & Fingerprints-JDias		117-416-89070	32.00
	654033	04/23 FD EMS Livescans & Fingerprints-JAmador		117-416-89070	32.00
73003	9/28/2023	02289	Elecsys International, LLC		130.00
	SIP-E184387	09/23 PW Rectifier Cell Data September 223		502-510-72030	130.00
73004	9/28/2023	1349	Emergency Vehicle Group, Inc.		3,790.20
	42201	07/23 FD EMS Amubulance Battery-Call Out		117-416-84060	135.00
	42208	07/23 FD EMS Gurney Repair		117-416-84060	827.83
	42209	07/23 FD Monitor Repair Unit #L171		101-416-84060	1,425.83
	42514	09/23 FD EMS Medical Box		117-416-84060	1,401.54
73005	9/28/2023	02667	Enterprise FM Trust		4,857.24
	FBN4837787	09/23 PD Monthly Vehicle Lease-JGarza		101-413-98040	713.57
	FBN4837787	09/23 PD Monthly Vehicle Lease-CMDR		101-413-98040	729.36
	FBN4837787	09/23 FD Monthly Vehicle Lease-Ford F-150		101-416-98040	662.30

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	FBN4837787	09/23 FD Monthly Vehicle Lease-Ford F-150		101-416-98040	662.30
	FBN4837787	09/23 FD Monthly Vehicle Lease-Ford F-150		101-416-98040	661.52
	FBN4837787	09/23 FD Monthly Vehicle Lease-GDuPuis		101-416-98040	654.38
	FBN4837787	09/23 PW Monthly Vehicle Lease-SBrewer		501-508-98040	257.94
	FBN4837787	09/23 PW Monthly Vehicle Lease-SBrewer		502-510-98040	257.94
	FBN4837787	09/23 PW Monthly Vehicle Lease-SBrewer		503-521-98040	257.93
73006	9/28/2023	1446	Granite Construction Company		167.39
	2556359	08/23 Base Rock for Dog Park		307-401-98579	167.39
73007	9/28/2023	1474	Home Depot Credit Services		604.64
	2546520	08/23 PW Garbage Bags		501-503-70140	43.52
	3242954	088/23 PW Garbage Bags		501-503-70140	55.48
	3376164	08/23 WP Locking Hose		501-503-70140	148.04
	3802285	08/23 WP Wet/Dry Vacuum		501-503-70060	217.91
	5021450	08/23 PW Drain Pipe for Deep Watering Wells		101-440-84050	69.85
	5021450	08/23 PW Drain Pipe for Deep Watering Wells		307-401-98579	69.84
73008	9/28/2023	02617	Jose Raul Marquez Perez		4,163.00
	0005529	06/23 BLDG HVAC Maintenance		101-432-84030	925.00
	0005530	06/23 BLDG Summer HVAC Maintenance		101-432-84030	722.00
	0005531	06/23 BLDG HVAC Maintenance-148 W Elm		101-432-84030	828.00
	0005532	06/23 BLDG Summer HVAC Maintenance-City Hall		101-432-84030	430.00
	0005533	06/23 BLDG HVAC Maintenance-City Hall		101-432-84030	1,258.00
73009	9/28/2023	02626	L.N. Curtis and Sons		1,514.75
	INV745311	09/23 FD EMS Plate Cameras		117-416-70102	1,514.75
73010	9/28/2023	1615	Manesco Corporation		584.95
	4695	09/23 PW Gas Sniffer Calibration & Repairs		502-510-88100	584.95
73011	9/28/2023	02788	Northwind Heating and Air, Inc.		195.50
	#2326463040	09/23 BLDG Lobby HVAC Repairs		101-432-84030	195.50
73012	9/28/2023	02554	Pace Supply Corp.		742.34
	1988563567-3	09/23 PW Fire Hydrant Blowoff Check Valve		501-508-70140	742.34
73013	9/28/2023	1722	PG&E 1533-5		157,653.25
	0005525	08/23 705841037 7th & Elm FD Horn		101-416-72020	292.29
	0005525	08/23 7053841272 300 W Elm FD Lights		101-416-72020	3,419.26
	0005525	08/23 795617993 240 N 6th St		101-432-72020	2,049.14
	0005525	08/23 7053841516 PD/Jail/City Hall		101-432-72020	11,401.72
	0005525	08/23 7053841565 NW Cor Phelps-Airport Lights		101-435-72020	1,472.75
	0005525	08/23 7053841899 27500 Phelps Ave Ste 19		101-435-72020	17.78
	0005525	08/23 7053841771 27500 Phelps Ave Ste 1		101-435-72020	151.15
	0005525	08/23 7053841050 5th & Cedar Tower Clock		101-440-72011	52.99
	0005525	08/23 7054189141 Sunset & 5th Ave		101-440-72011	9.53
	0005525	08/23 7053841936 408 S 5th Lynch Park		101-440-72011	12.54
	0005525	08/23 7053841921 Sunset & Washington-Wtr Ftn		101-440-72011	23.99
	0005525	08/23 7053841429 TR 5339 Dorothy Allen Est		110-424-72021	381.02
	0005525	08/23 7053841206 Crn Posa & San Sim Lift Station		110-424-72021	9.58
	0005525	08/23 7053841842 350 El Rancho Blvd Irrigation		110-424-72021	9.54
	0005525	08/23 7053841365 Longhollow & Echo Canyon		110-424-72021	22.60
	0005525	08/23 7053841990 160 W Elm		110-424-72021	21.39
	0005525	08/23 7053841014 160W Elm Arpt 3144 Term Bldg		110-424-72021	21.39
	0005525	08/23 7053841881 140 E Durian Prkg Lot Lights		110-424-72021	20.47
	0005525	08/23 7058903139 Tache Way & Warthan St		110-424-72021	16.59
	0005525	08/23 7053841791 745 W Forest Ave Landscape		110-424-72021	9.53
	0005525	08/23 7050256422 6th & Durian		110-424-72021	94.53
	0005525	08/23 7053841023 Monterey & Tyler Clock		110-424-72021	9.53
	0005525	08/23 7051816617 Jayne Ave Willow Springs		110-424-72021	94.94
	0005525	08/23 7053841204 SE Crn 1s/Forest Landscap Trees		110-424-72021	9.53

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	0005525	08/23 7053841619	Monterey & Tyler	110-424-72021	9.64
	0005525	08/23 7053841536	160 W Elm Street Light Inv Proj	110-424-72021	96.47
	0005525	08/23 7053841909	200 El Rancho-Irrigation Crtl	110-424-72021	9.53
	0005525	08/23 3443128591	Sunset St Project PM#30257800	110-424-72021	99.12
	0005525	08/23 3443128372	TR 5246 Phase I Stallion/Sac/Frs	110-424-72021	53.58
	0005525	08/23 705381308	Van Ness & Elm	110-424-72021	56.46
	0005525	08/23 7053841349	160 W Elm	110-424-72021	24.64
	0005525	08/23 7053841848	SE Juniper Rdg Sprinklers	110-424-72021	26.46
	0005525	08/23 7053841501	410 El Rancho Blvd	110-424-72021	31.47
	0005525	08/23 7053841694	160 W Elm	110-424-72021	32.09
	0005525	08/23 7053841538	160 W Elm Street Light Inv Proj	110-424-72021	47.09
	0005525	08/23 7053841913	N/S Valley St Lights	110-424-72021	48.79
	0005525	08/23 3443128611	TR 4492 Fox Hollow II/ Frst & Cox	110-424-72021	49.27
	0005525	08/23 7055180510	Forest Ave Btwn 3rd St & 5th St	110-424-72021	49.76
	0005525	08/23 7053841534	160 W Elm Street Light Inv Proj	110-424-72021	97.11
	0005525	08/23 7053841555	TR 5451 Warthan & Meadows	110-424-72021	850.57
	0005525	08/23 7053841485	Washington & Fresno	110-424-72021	9.67
	0005525	08/23 7054518044	Coolidge N Hachman	110-424-72021	9.76
	0005525	08/23 7053841505	Cambridge & Elm Hwy 198	110-424-72021	284.61
	0005525	08/23 7053841026	160W Elm Arpt 3144 Term Bldg	110-424-72021	265.22
	0005525	08/23 7053841016	160W Elm Arpt 3144 Term Bldg	110-424-72021	925.22
	0005525	08/23 3289090333	260 1/2 Cambridge Ave	110-424-72021	344.14
	0005525	08/23 7053841002	160W Elm Arpt 3144 Term Bldg	110-424-72021	1,071.67
	0005525	08/23 7053841008	160W Elm Arpt 3144 Term Bldg	110-424-72021	2,926.76
	0005525	08/23 7053841157	240 W Elm Storage Bldg	110-424-72021	87.57
	0005525	08/23 3443128411	TR 5208 Spano Ent Posa Chanet	110-424-72021	111.45
	0005525	08/23 9713313248	25 1/2 W polk Traffic Control	110-424-72021	114.72
	0005525	08/23 7055365996	Elm & Second	110-424-72021	126.69
	0005525	08/23 3443128041	TR 5246 Phase II Stallion Spr	110-424-72021	144.10
	0005525	08/23 7053841022	160W Elm Arpt 3144 Term Bldg	110-424-72021	138.52
	0005525	08/23 7050007234	Coolidge N Hachman	110-424-72021	9.76
	0005525	08/23 7053841979	City Yard	110-424-72021	257.85
	0005525	08/23 7053841244	TR 5344 Promontory Point	110-424-72021	198.82
	0005525	08/23 7053841004	160W Elm Arpt 3144 Term Bldg	110-424-72021	153.88
	0005525	08/23 7053841397	Cambridge & Elm Hwy 198	110-424-72021	151.66
	0005525	08/23 7058160009	N/S of Phelps Ave	110-424-72021	129.58
	0005525	08/23 3443128925	TR 5140 Sandalwood/Jayne & Wi	110-424-72021	131.78
	0005525	08/23 3443128775	TR 5208 Spano Ent Posa Chanet	110-424-72021	12.32
	0005525	08/23 1638874976	25 1/2 W Polk	110-424-72021	68.55
	0005525	08/23 7053841535	160 W Elm Street Light Inv Proj	110-424-72021	72.31
	0005525	08/23 3249826069	TR 4492 Fox Hollow II	110-424-72021	73.92
	0005525	08/23 7053841661	Forest & 5th	110-424-72021	11.64
	0005525	08/23 7053841379	Polk & Forest Ave	110-424-72021	75.44
	0005525	08/23 7053841439	Phelps & La Cuesta	110-424-72021	11.32
	0005525	08/23 7053841253	Cambridge & Joaquin	110-424-72021	209.42
	0005525	08/23 7053841171	SW SW 7 20 15 Booster Station	501-503-72020	135.82
	0005525	08/23 7053841684	NW NW 11 20 15 Water Dept	501-503-72020	42.99
	0005525	08/23 7053841036	NE SW 26 19 15 Booster Station	501-503-72020	2,879.33
	0005525	08/23 7053841864	NE SW 31 20 15 Water Ctrl	501-503-72020	24.11
	0005525	08/23 7053841131	SW Crn Gale & Derrick Wtr Mtr	501-503-72020	9.53
	0005525	08/23 7053841518	NW NW 31 20 16 Chlorine Boost	501-503-72020	19.16
	0005525	08/23 7053841615	SW SW SW 18 20 16 Reservoir	501-503-72020	26.32
	0005525	08/23 7053841526	25034 Palmer Ave	501-503-72020	100,329.01
	0005525	08/23 7056027714	NE 11 20 15	501-503-72020	138.49
	0005525	08/23 7053841979	City Yard	501-508-72020	257.85
	0005525	08/23 7053841123	Cherry Ln	502-510-72020	88.58
	0005525	08/23 7053841358	College Alley S Side Cat Pro	502-510-72020	82.22
	0005525	08/23 7053841066	NE Crn Harvard & College	502-510-72020	9.53
	0005525	08/23 7053841243	Pine Alley	502-510-72020	92.91

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	0005525	08/23 7053841102 N end of Malple St		502-510-72020	56.66
	0005525	08/23 7053841657 Behind 595 Roosevelt Alley Light		502-510-72020	60.57
	0005525	08/23 7053841361 Alley S Pleasant & E Warthan		502-510-72020	64.20
	0005525	08/23 7053841574 Coalinga Alley Madison & Mont		502-510-72020	66.38
	0005525	08/23 7053841979 City Yard		502-510-72020	257.85
	0005525	08/23 7053841697 Baker Alley		502-510-72020	107.36
	0005525	08/23 7053841783 California Alley		502-510-72020	78.20
	0005525	08/23 7053841466 Fres Alley Tyler & Polk		502-510-72020	108.59
	0005525	08/23 7053841312 Thompson Btwn Valley & Polk		502-510-72020	54.21
	0005525	08/23 7056603692 SE 33 20 15 WWP		503-520-72020	2,515.75
	0005525	08/23 7052100780 NE SE 33 20 15 WWP		503-520-72020	19,902.20
	0005525	08/23 7053841367 Sewer Lift Station Kim		503-521-72020	39.00
	0005525	08/23 7053841328 Sewer Lift Pump P/L		503-521-72020	108.70
	0005525	08/23 7053841979 City Yard		503-521-72020	257.85
	0005525	08/23 7053841194 Sewer Lift Pump Echo		503-521-72020	369.57
	0005525	08/23 7053841845 Sewer Lift Station Polk		503-521-72020	136.13
73020	9/28/2023	02664	Phillips Electric, LLC		603.00
	INV0346	08/23 FD Wiring for Station Alerting		101-416-84070	303.00
	INV0365	09/23 BLDG Replace Lightbulbs		101-432-84030	300.00
73021	9/28/2023	1828	Shaw's Air Conditioning & Heating		97.00
	67974715	07/23 FD A/C Service		101-416-84030	97.00
73022	9/28/2023	1858	Sparkletts		374.70
	9689215-091423	08/23 BLDG Bottled Water Delivery		101-432-72010	127.90
	9689215-091423	08/23 PW Bottled Water Delivery		502-510-70440	123.40
	9689215-091423	08/23 PW Bottled Water Delivery		503-521-70440	123.40
73023	9/28/2023	1944 CC	US Bank Corporate Payment Center		6,320.09
	USBCDAUG2023-00	08/23 CD ICC-Com Plumbing Inspector Exam RSmith		101-404-86010	230.00
	USBCDAUG2023-00	08/23 CD Zoom-Monthly Membership Fee		101-404-86030	14.99
	USBCDAUG2023-00	08/23 CD ICC- Annual Membership-RSmith		101-404-86030	160.00
	USBCDAUG2023-00	08/23 CD Fresno County Clerk-22-02 NOE Parcel Ma		101-404-86500	51.18
	USBCDAUG2023-00	08/23 CD Fresno County Clerk-CDA 22-02		101-404-86500	51.18
	USBCDAUG2023-00	08/23 PW NRPA-Playground Inspector Pratice Exam		306-440-98574	120.00
	USBCDAUG2023-00	08/23 WP Fresno Airport-PWX Conference Parking		501-503-86010	15.00
	USBCDAUG2023-00	08/23 WP Grand Hyattt-PWX Conference Breakfast		501-503-86010	4.54
	USBCDAUG2023-00	08/23 WP Tacos El Gordo-PWX Conference Lunch		501-503-86010	17.31
	USBCDAUG2023-00	08/23 WP TST Smoking Gun-PWX Conference-Dinner		501-503-86010	32.94
	USBCDAUG2023-00	08/23 WP Grand Hyatt--PWX Conference Coffee		501-503-86010	3.20
	USBCDAUG2023-00	08/23 WP Grand Hyattt-PWX Conf Lodging AUribe		501-503-86010	620.06
	USBCDAUG2023-00	08/23 WP Grand Hyattt-PWX Conf Lodging SBrewer		501-503-86010	261.53
	USBCDAUG2023-00	08/23 WP Grand Hyatt-PWX Conference-Coffee		501-503-86010	1.80
	USBCDAUG2023-00	08/23 WP San Prado-PWX Conference Lunch		501-503-86010	24.22
	USBCDAUG2023-00	08/23 WP SQ Burgers-PWX Conference-Lunch		501-503-86010	15.96
	USBCDAUG2023-00	08/23 PW SQ Burgers-PWX Conference-Lunch		501-508-86010	15.95
	USBCDAUG2023-00	08/23 PW Grand Hyattt-PWX Conf Lodging EDeleon		501-508-86010	443.38
	USBCDAUG2023-00	08/23 PW Grand Hyattt-PWX Conf Lodging LMiller		501-508-86010	413.38
	USBCDAUG2023-00	08/23 PW Grand Hyattt-PWX Conf Lodging SBrewer		501-508-86010	261.53
	USBCDAUG2023-00	08/23 PW San Prado-PWX Conference Lunch		501-508-86010	24.22
	USBCDAUG2023-00	08/23 PW Grand Hyatt-PWX Conference-Coffee		501-508-86010	1.80
	USBCDAUG2023-00	08/23 PW Grand Hyatt-PWX Conference-Coffee		501-508-86010	3.20
	USBCDAUG2023-00	08/23 PW Grand Hyattt-PWX Conference Breakfast		501-508-86010	4.54
	USBCDAUG2023-00	08/23 PW Fresno Airport-PWX Conference Parking		501-508-86010	15.00
	USBCDAUG2023-00	08/23 PW TST Smoking Gun-PWX Conference-Dinner		501-508-86010	32.94
	USBCDAUG2023-00	08/23 PW Tscos El Gordo-PWX Conference Lunch		501-508-86010	17.30
	USBCDAUG2023-00	08/23 PW San Prado-PWX Conference Lunch		502-510-86010	24.21
	USBCDAUG2023-00	08/23 PW Grand Hyatt-PWX Conference-Coffee		502-510-86010	3.20
	USBCDAUG2023-00	08/23 PW Fresno Airport-PWX Conference Parking		502-510-86010	15.00
	USBCDAUG2023-00	08/23 PW Grand Hyattt-PWX Conf Lodging EDeleon		502-510-86010	443.37

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	USBCDAUG2023-00	08/23 PW Grand Hyatt-PWX Conference-Coffee		502-510-86010	1.80
	USBCDAUG2023-00	08/23 PW Tscos El Gordo-PWX Conference Lunch		502-510-86010	17.30
	USBCDAUG2023-00	08/23 PW Grand Hyattt-PWX Conf Lodging LMiller		502-510-86010	413.37
	USBCDAUG2023-00	08/23 PW Grand Hyattt-PWX Conference Breakfast		502-510-86010	4.54
	USBCDAUG2023-00	08/23 PW SQ Burgers-PWX Conference-Lunch		502-510-86010	15.95
	USBCDAUG2023-00	08/23 PW TST Smoking Gun-PWX Conference-Dinner		502-510-86010	32.93
	USBCDAUG2023-00	08/23 PW Grand Hyattt-PWX Conf Lodging SBrewer		502-510-86010	261.53
	USBCDAUG2023-00	08/23 WWP Grand Hyatt-PWX Conference-Coffee		503-520-86010	1.80
	USBCDAUG2023-00	08/23 WWP Grand Hyattt-PWX Conference Breakfas		503-520-86010	4.54
	USBCDAUG2023-00	08/23 WWP Grand Hyattt-PWX Conf Lodging AUribe		503-520-86010	620.06
	USBCDAUG2023-00	08/23 WWP Tscos El Gordo-PWX Conference Lunch		503-520-86010	17.31
	USBCDAUG2023-00	08/23 WWP TST Smoking Gun-PWX Conference-Din		503-520-86010	32.94
	USBCDAUG2023-00	08/23 WWP SQ Burgers-PWX Conference-Lunch		503-520-86010	15.96
	USBCDAUG2023-00	08/23 WWP San Prado-PWX Conference Lunch		503-520-86010	24.22
	USBCDAUG2023-00	08/23 WWP Fresno Airport-PWX Conference Parking		503-520-86010	15.00
	USBCDAUG2023-00	08/23 WWP Grand Hyattt-PWX Conf Lodging SBrewe		503-520-86010	261.53
	USBCDAUG2023-00	08/23 WWP Grand Hyatt-PWX Conference-Coffee		503-520-86010	3.20
	USBCDAUG2023-00	08/23 PW Grand Hyattt-PWX Conf Lodging SBrewer		503-521-86010	261.52
	USBCDAUG2023-00	08/23 PW TST Smoking Gun-PWX Conference-Dinner		503-521-86010	32.93
	USBCDAUG2023-00	08/23 PW Grand Hyattt-PWX Conf Lodging EDeleon		503-521-86010	443.37
	USBCDAUG2023-00	08/23 PW Grand Hyatt-PWX Conference-Coffee		503-521-86010	3.19
	USBCDAUG2023-00	08/23 PW SQ Burgers-PWX Conference-Lunch		503-521-86010	15.95
	USBCDAUG2023-00	08/23 PW Grand Hyattt-PWX Conf Lodging LMiller		503-521-86010	413.37
	USBCDAUG2023-00	08/23 PW San Prado-PWX Conference Lunch		503-521-86010	24.21
	USBCDAUG2023-00	08/23 PW Grand Hyatt-PWX Conference-Coffee		503-521-86010	1.80
	USBCDAUG2023-00	08/23 PW Tscos El Gordo-PWX Conference Lunch		503-521-86010	17.30
	USBCDAUG2023-00	08/23 PW Fresno Airport-PWX Conference Parking		503-521-86010	15.00
	USBCDAUG2023-00	08/23 PW Grand Hyattt-PWX Conference Breakfast		503-521-86010	4.54
73027	9/28/2023	2001	Willdan Financial Services		1,330.00
	010-54766	05/23 2023 CPI Fee Update		140-422-98660	1,330.00
73028	9/28/2023	2002	Wittman Enterprises, LLC		11,076.99
	2308019	08/23 FD EMS Ambulance Billing		117-416-75040	11,076.99
DFT0004735	9/1/2023	1677	Newport Trust Company		202.50
	0005426	457 Newport $$		950-000-32100	202.50
DFT0004736	9/1/2023	1677	Newport Trust Company		2,928.58
	0005427	457 Newport %		950-000-32100	2,928.58
DFT0004737	9/1/2023	1677	Newport Trust Company		1,796.96
	0005428	457 Newport EE$ / ER%		950-000-32100	1,796.96
DFT0004738	9/1/2023	1869	California State Disbursement Unit		905.53
	0005441	SDU Fresno County		950-000-34010	905.53
DFT0004739	9/1/2023	1207	City of Coalinga		423.07
	0005442	Unreimbursed Medical		950-000-34500	423.07
DFT0004740	9/1/2023	1025	AFLAC Group Insurance		2,487.02
	0005443	AFLAC Pre Tax		950-000-34600	1,852.75
	0005443	AFLAC After Tax		950-000-34600	634.27
DFT0004741	9/1/2023	02078	SDI		2,610.08
	0005444	SDI		950-000-31500	2,610.08
DFT0004742	9/1/2023	02077	SDI (Mgr)		334.50
	0005445	Mgr SDI		950-000-31500	334.50
DFT0004743	9/1/2023	1331	Employment Development Dept.		10,657.98
	0005446	State WH		950-000-31200	10,657.98

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
DFT0004744	9/1/2023	1956	United States Treasury		73,210.83
	0005447	Fed W/H		950-000-31100	25,954.85
	0005447	Social Seccurity		950-000-31300	38,298.98
	0005447	Medicare		950-000-31400	8,957.00
DFT0004745	9/1/2023	02539	Metropolitan Life Insurance Company		2,504.91
	0005449	Metlife 9/1/2023		950-000-32300	2,504.91
DFT0004746	9/8/2023	02078	SDI		3.11
	0005457	SDI		950-000-31500	3.11
DFT0004747	9/8/2023	1956	United States Treasury		52.94
	0005458	Social Seccurity		950-000-31300	42.90
	0005458	Medicare		950-000-31400	10.04
DFT0004748	9/15/2023	1677	Newport Trust Company		202.50
	0005473	457 Newport $$		950-000-32100	202.50
DFT0004749	9/15/2023	1677	Newport Trust Company		3,110.18
	0005474	457 Newport %		950-000-32100	3,110.18
DFT0004750	9/15/2023	1677	Newport Trust Company		2,206.76
	0005475	457 Newport EE$/ER%		950-000-32100	2,206.76
DFT0004751	9/15/2023	1207	City of Coalinga		38.46
	0005477	Dependent Care-Health Equity		950-000-34500	38.46
DFT0004752	9/15/2023	1869	California State Disbursement Unit		905.53
	0005490	SDU Fresno County DCSS		950-000-34010	905.53
DFT0004753	9/15/2023	1207	City of Coalinga		423.07
	0005491	Unreimbursed Medical		950-000-34500	423.07
DFT0004754	9/30/2023	1025	AFLAC Group Insurance		2,487.02
	0005492	AFLAC Pre Tax		950-000-34600	1,852.75
	0005492	AFLAC After Tax		950-000-34600	634.27
DFT0004755	9/15/2023	02078	SDI		2,644.99
	0005493	SDI		950-000-31500	2,644.99
DFT0004756	9/15/2023	02077	SDI (Mgr)		362.99
	0005494	Mgr SDI		950-000-31500	362.99
DFT0004757	9/15/2023	1331	Employment Development Dept.		11,545.39
	0005495	State WH		950-000-31200	11,545.39
DFT0004758	9/15/2023	1956	United States Treasury		76,800.09
	0005496	Fed W/H		950-000-31100	28,024.63
	0005496	Social Seccurity		950-000-31300	39,530.42
	0005496	Medicare		950-000-31400	9,245.04
DFT0004763	9/15/2023	1956	United States Treasury		-2,875.00
	CM0000508	Fed W/H		950-000-31100	-2,875.00
DFT0004789	9/29/2023	1677	Newport Trust Company		202.50
	0005540	457 Newport $$		950-000-32100	202.50
DFT0004790	9/29/2023	1677	Newport Trust Company		1,994.12
	0005541	457 Newport %		950-000-32100	1,994.12
DFT0004791	9/29/2023	1677	Newport Trust Company		2,689.18
	0005542	457 Newport EE$/ER%		950-000-32100	2,689.18
DFT0004792	9/29/2023	1207	City of Coalinga		38.46
	0005544	Dependent Care-Health Equity		950-000-34500	38.46

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DFT0004793	9/29/2023	1869	California State Disbursement Unit		905.53
	0005558	SDU Fresno County DCSS		950-000-34010	905.53
DFT0004794	9/29/2023	1207	City of Coalinga		423.07
	0005559	Unreimbursed Medical		950-000-34500	423.07
DFT0004795	9/29/2023	1025	AFLAC Group Insurance		2,487.02
	0005560	AFLAC After Tax		950-000-34600	634.27
	0005560	AFLAC Pre Tax		950-000-34600	1,852.75
DFT0004796	9/29/2023	02078	SDI		2,601.94
	0005561	SDI		950-000-31500	2,601.94
DFT0004797	9/29/2023	02077	SDI (Mgr)		253.37
	0005562	Mgr SDI		950-000-31500	253.37
DFT0004798	9/29/2023	1331	Employment Development Dept.		10,209.32
	0005563	State WH		950-000-31200	10,209.32
DFT0004799	9/29/2023	1956	United States Treasury		71,070.68
	0005564	Fed W/H		950-000-31100	23,957.02
	0005564	Social Seccurity		950-000-31300	38,183.64
	0005564	Medicare		950-000-31400	8,930.02
DFT0004800	9/5/2023	02753	Global Payments		2,278.77
	0005568	2023-09 CC Fees 7941 Counter Payments		501-406-92090	911.51
	0005568	2023-09 CC Fees 7941 Counter Payments		502-406-92090	797.57
	0005568	2023-09 CC Fees 7941 Counter Payments		503-406-92090	524.12
	0005568	2023-09 CC Fees 7941 Counter Payments		504-406-92090	45.57
DFT0004801	9/5/2023	02753	Global Payments		12,851.38
	0005569	2023-09 CC Fees 7945 Online Payments		501-406-92090	5,140.55
	0005569	2023-09 CC Fees 7945 Online Payments		502-406-92090	4,497.98
	0005569	2023-09 CC Fees 7945 Online Payments		503-406-92090	2,955.82
	0005569	2023-09 CC Fees 7945 Online Payments		504-406-92090	257.03
DFT0004745R	9/1/2023	02539	Metropolitan Life Insurance Company		-2,504.91
	0005449C	METLIFE 09/01/2023 Reversal		950-000-32300	-2,504.91
DFT0004754R	9/30/2023	1025	AFLAC Group Insurance		-2,487.02
	0005492C	AFLAC After Tax Reversal		950-000-34600	-634.27
	0005492C	AFLAC Pre Tax Reversal		950-000-34600	-1,852.75
				Grand Total:	**1,612,434.95**

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	203,066.00
102 - PD EVIDENCE FUND	800.00
105 - COPS GRANT FUND	89,945.88
107 - GAS TAX FUND	22,332.63
110 - LTF - ARTICLE 8 FUND	10,524.86
111 - SB1-ROAD REHAB MAINT ACCT FUND	155,252.30
117 - IGT-INTERGOVERNMENTAL TRANSFER	26,407.48
140 - GENERAL CAPITAL PROJECTS FUND	1,330.00
305 - CALTRANS GRANTS FUND	25,114.08
306 - SPECIAL REVENUE GRANTS FUND	14,895.02
307 - ARPA GRANT FUND	7,715.01
308 - AB179 TECH IMPROVEMENT	24,597.64
309 - RURAL VIOLENT CRIME REDUCTION INITIATIVE GR	134,329.15
501 - WATER ENTERPRISE FUND	420,827.99
502 - GAS ENTERPRISE FUND	82,737.03
503 - SEWER ENTEPRISE FUND	71,693.17
504 - SANITATION ENTERPRISE FUND	2,124.06
815 - LOW/MOD HOUSING ASSET FUND	3,779.50
820 - RORF-REDEV OBLIG RETIREMENT FUND (RDA)	1,940.05
950 - PAYROLL TRUST & AGENCY FUND	313,023.10
Grand Total:	**1,612,434.95**

Account Summary

Account Number	Account Name	Payment Amount
101-000-10003	Retention Payable	-2,305.00
101-401-70010	Office Supplies	166.24
101-401-72030	Telephone	290.87
101-401-84010	Office Equip. Repairs &	15.88
101-401-86010	Training, Travel, & Confe	707.90
101-401-88011	Legal Services	7,552.18
101-401-88040	Computer Programming	93.15
101-401-88100	Professional Services	400.00
101-404-70010	Office Supplies	16.14
101-404-70060	Small Tools & Equipment	269.16
101-404-70100	Uniforms	33.17
101-404-70160	Gasoline & Diesel	117.93
101-404-72030	Telephone	91.59
101-404-84010	Office Equip. Repairs &	38.78
101-404-86010	Training, Travel, & Confe	261.58
101-404-86030	Subs., Dues, & Publicatio	174.99
101-404-86500	Planning-Reimbursable F	102.36
101-404-88040	Computer Programming	126.92
101-404-88100	Professional Services	3,651.70
101-404-88101	Administrative Fees	0.99
101-405-70010	Office Supplies	760.33
101-405-70030	Postage & Freight Out	26.66
101-405-70160	Gasoline & Diesel	80.12
101-405-72030	Telephone	120.07
101-405-84010	Office Equip. Repairs &	79.32
101-405-84060	Vehicle Parts, Repairs &	203.60
101-405-86010	Training, Travel, & Confe	1,629.16
101-405-88040	Computer Programming	93.15
101-405-88100	Professional Services	19.19
101-405-88101	Administrative Fees	11.18
101-406-70010	Office Supplies	331.25
101-406-72030	Telephone	13.27
101-406-84010	Office Equip. Repairs &	13.28

Account Summary

Account Number	Account Name	Payment Amount
101-406-86010	Training, Travel, & Confe	36.64
101-406-88011	Legal Services	256.68
101-406-88030	Accounting/Auditing	1,296.30
101-406-88040	Computer Programming	18.16
101-406-88100	Professional Services	2,463.62
101-408-70010	Office Supplies	56.47
101-408-72030	Telephone	43.31
101-408-84010	Office Equip. Repairs &	91.16
101-408-88040	Computer Programming	73.60
101-408-88101	Administrative Fees	5.64
101-408-89060	Psychological Evaluation	400.00
101-408-89070	Fingerprinting	51.00
101-408-89080	Background Investigatio	700.00
101-413-70010	Office Supplies	548.23
101-413-70040	Printing & Binding	36.76
101-413-70060	Small Tools & Equipment	117.54
101-413-70160	Gasoline & Diesel	10,864.60
101-413-70380	Inmate Food/Jail Supplie	446.38
101-413-72010	Water, Gas, Sanitation &	61.30
101-413-72030	Telephone	4,759.16
101-413-84010	Office Equip. Repairs &	257.57
101-413-84060	Vehicle Parts, Repairs &	959.56
101-413-86010	Training, Travel, & Confe	2,050.55
101-413-86030	Subs., Dues, & Publicatio	1,036.35
101-413-88040	Computer Programming	2,463.34
101-413-88080	Laboratory	70.00
101-413-88100	Professional Services	5,570.82
101-413-88101	Administrative Fees	29.70
101-413-90070	Investigative Expenses	2,582.05
101-413-92211	K9 Program Expense	7,200.00
101-413-98040	Major Machinery & Equi	5,165.29
101-415-72010	Water, Gas, Sanitation &	108.20
101-415-72030	Telephone	40.33
101-415-88100	Professional Services	3,750.00
101-416-70010	Office Supplies	52.70
101-416-70050	Education Materials & S	1,387.50
101-416-70070	Audio/Video Equipment	15.95
101-416-70160	Gasoline & Diesel	15,733.09
101-416-70440	Miscellaneous Supplies	142.44
101-416-70450	Station Supplies	788.74
101-416-72010	Water, Gas, Sanitation &	936.09
101-416-72020	Electric	3,711.55
101-416-72030	Telephone	1,146.63
101-416-84010	Office Equip. Repairs &	135.42
101-416-84020	Major Equip. Repairs &	2,440.00
101-416-84030	Buildings Repairs & Mai	2,918.93
101-416-84050	Grounds Repairs & Main	110.21
101-416-84060	Vehicle Parts, Repairs &	13,014.30
101-416-84070	Misc. Repairs & Maint.	669.22
101-416-86010	Training, Travel, & Confe	195.52
101-416-88040	Computer Programming	483.90
101-416-98040	Major Machinery & Equi	2,640.50
101-431-70100	Uniforms	94.00
101-431-70150	Vehicle Parts & Supplies	45.00
101-431-72030	Telephone	51.26
101-432-72010	Water, Gas, Sanitation &	1,581.82
101-432-72020	Electric	13,450.86
101-432-72030	Telephone	670.13

Account Summary

Account Number	Account Name	Payment Amount
101-432-84030	Buildings Repairs & Mai	8,894.25
101-435-72010	Water, Gas, Sanitation &	1,530.29
101-435-72020	Electric	1,641.68
101-435-72030	Telephone	111.73
101-435-84030	Buildings Repairs & Mai	2,027.16
101-435-84060	Vehicle Parts, Repairs &	169.51
101-435-88101	Administrative Fees	2.97
101-440-70100	Uniforms	400.35
101-440-70160	Gasoline & Diesel	90.07
101-440-72011	Water/Electric - City Plot	8,594.43
101-440-84050	Grounds Repairs & Main	161.62
101-440-84060	Vehicle Parts, Repairs &	194.51
101-440-88100	Professional Services	59.25
101-440-98981	Splash Pad Project	47,975.00
102-000-14501	PD Evidence Monies in T	800.00
105-413-98040	Major Machinery & Equi	17,204.26
105-413-98041	COPS Grant Equipment E	72,741.62
107-422-70010	Office Supplies	17.71
107-422-70100	Uniforms	211.22
107-422-70130	Street Materials	3,706.00
107-422-70160	Gasoline & Diesel	319.10
107-422-70190	Street Stripe Paint	27.92
107-422-72011	Water/Electric - City Plot	4,582.55
107-422-72030	Telephone	17.09
107-422-84010	Office Equip. Repairs &	12.71
107-422-86010	Training, Travel, & Confe	3.48
107-422-88030	Accounting/Auditing	432.10
107-422-88040	Computer Programming	113.29
107-422-88100	Professional Services	600.00
107-422-88101	Administrative Fees	3.96
107-422-88130	Grant Writing/Applicatio	12,285.50
110-424-72021	Street Light Electricity	10,524.86
111-000-10003	Retention Payable	-7,865.45
111-422-98978	Cherry Lane Improveme	163,117.75
117-416-70010	Office Supplies	86.83
117-416-70040	Printing & Binding	653.78
117-416-70102	Uniforms	1,514.75
117-416-72030	Telephone	10.19
117-416-75000	Medical Equipment & Su	4,195.01
117-416-75010	Meals-Ambulance Runs	89.85
117-416-75040	Ambulance Billing Contr	11,076.99
117-416-84010	Office Equip. Repairs &	16.69
117-416-84060	Vehicle Parts, Repairs &	7,752.62
117-416-86010	Training, Travel, & Confe	2.06
117-416-86040	Required Certification Tr	670.00
117-416-88040	Computer Programming	17.32
117-416-88101	Administrative Fees	1.39
117-416-89070	Fingerprinting	320.00
140-422-98660	Comprehensive Fee & R	1,330.00
305-422-98902	Phelps Ave Ph 2 Exp STP	3,540.00
305-422-98905	ATP Cycle 6-Trails-Los Ga	740.00
305-422-98974	CMAQ-NW Trail Seg 1/2/	6,522.50
305-422-98975	ATP Cycle 5-Est Polk St Bi	1,148.75
305-422-98982	Trail Improv-ATP Cycle 4	2,002.81
305-422-98998	CMAQ Alley Paving Ph 2	11,160.02
306-404-98578	ADU Grant Expense	7,838.93
306-416-98574	CIRA Grant Expense-Fire	120.49
306-422-98575	Centennial Park DPR Gra	2,570.00

Account Summary

Account Number	Account Name	Payment Amount
306-422-98576	Sandalwood Park DPR Gr	2,570.00
306-426-98582	Cal Recycle SB 1383 Loca	1,675.60
306-440-98574	CIRA Grant Expense-Mu	120.00
307-401-98579	ARPA Grant Expense	7,715.01
308-413-98040	Major Machinery & Equi	8,317.71
308-416-98040	Major Machinery & Equi	16,279.93
309-413-98040	Major Machinery & Equi	134,329.15
501-000-10003	Retention Payable	-10,037.90
501-406-70010	Office Supplies	63.34
501-406-70030	Postage & Freight Out	920.00
501-406-70040	Printing & Binding	660.08
501-406-70160	Gasoline & Diesel	196.06
501-406-72030	Telephone	192.49
501-406-84010	Office Equip. Repairs &	182.54
501-406-86010	Training, Travel, & Confe	44.24
501-406-88030	Accounting/Auditing	2,592.60
501-406-88040	Computer Programming	248.01
501-406-88101	Administrative Fees	0.32
501-406-92090	Taxes, Licenses, & Fees	6,052.06
501-503-70010	Office Supplies	46.64
501-503-70060	Small Tools & Equipment	217.91
501-503-70100	Uniforms	97.89
501-503-70140	Utility Parts & Supplies	3,083.14
501-503-70160	Gasoline & Diesel	1,013.82
501-503-70210	Chemicals Ammonia	11,540.61
501-503-70240	Chemicals Aluminate Sul	13,701.43
501-503-70400	Chemicals Sodium Perm	17,526.63
501-503-72020	Electric	103,604.76
501-503-72030	Telephone	1,256.23
501-503-80010	Water Purchases	9,996.73
501-503-82030	Equipment Rental	34.00
501-503-84010	Office Equip. Repairs &	181.85
501-503-84020	Major Equip. Repairs &	7,076.11
501-503-84030	Buildings Repairs & Mai	685.24
501-503-86010	Training, Travel, & Confe	2,358.36
501-503-88011	Legal Services	2,368.90
501-503-88040	Computer Programming	174.25
501-503-88081	Outside Laboratory	1,704.75
501-503-88100	Professional Services	12,663.31
501-503-88101	Administrative Fees	3.32
501-503-98441	Water Revenue Bond Pr	207,747.09
501-508-70010	Office Supplies	53.89
501-508-70100	Uniforms	211.27
501-508-70130	Street Materials	166.14
501-508-70140	Utility Parts & Supplies	16,234.68
501-508-70160	Gasoline & Diesel	1,615.34
501-508-72020	Electric	257.85
501-508-72030	Telephone	364.89
501-508-84010	Office Equip. Repairs &	11.72
501-508-84060	Vehicle Parts, Repairs &	126.25
501-508-86010	Training, Travel, & Confe	1,443.72
501-508-86030	Subs., Dues, & Publicatio	79.96
501-508-88040	Computer Programming	120.50
501-508-88100	Professional Services	600.00
501-508-88101	Administrative Fees	3.03
501-508-88130	Grant Writing/Applicatio	1,084.00
501-508-98040	Major Machinery & Equi	257.94
502-406-70010	Office Supplies	59.04

Account Summary

Account Number	Account Name	Payment Amount
502-406-70030	Postage & Freight Out	805.00
502-406-70040	Printing & Binding	577.57
502-406-70160	Gasoline & Diesel	171.55
502-406-72030	Telephone	168.21
502-406-84010	Office Equip. Repairs &	160.43
502-406-86010	Training, Travel, & Confe	36.66
502-406-88030	Accounting/Auditing	2,160.50
502-406-88040	Computer Programming	217.73
502-406-88101	Administrative Fees	0.29
502-406-92090	Taxes, Licenses, & Fees	5,295.55
502-510-70010	Office Supplies	53.88
502-510-70100	Uniforms	211.27
502-510-70140	Utility Parts & Supplies	78.40
502-510-70160	Gasoline & Diesel	1,615.33
502-510-70440	Miscellaneous Supplies	123.40
502-510-72020	Electric	1,127.26
502-510-72030	Telephone	474.33
502-510-80020	PG&E Wholesale Transp	37,703.84
502-510-80030	Gas Purchases for Resale	22,701.94
502-510-84010	Office Equip. Repairs &	33.51
502-510-84060	Vehicle Parts, Repairs &	126.25
502-510-86010	Training, Travel, & Confe	1,330.34
502-510-86030	Subs., Dues, & Publicatio	79.96
502-510-88011	Legal Services	165.62
502-510-88040	Computer Programming	286.11
502-510-88100	Professional Services	5,624.13
502-510-88101	Administrative Fees	6.99
502-510-88130	Grant Writing/Applicatio	1,084.00
502-510-98040	Major Machinery & Equi	257.94
503-406-70010	Office Supplies	28.06
503-406-70030	Postage & Freight Out	529.00
503-406-70040	Printing & Binding	379.54
503-406-70160	Gasoline & Diesel	112.73
503-406-72030	Telephone	99.45
503-406-84010	Office Equip. Repairs &	90.57
503-406-86010	Training, Travel, & Confe	26.29
503-406-88030	Accounting/Auditing	1,641.98
503-406-88040	Computer Programming	123.29
503-406-88101	Administrative Fees	0.21
503-406-92090	Taxes, Licenses, & Fees	3,479.94
503-520-70010	Office Supplies	24.93
503-520-70100	Uniforms	97.89
503-520-70140	Utility Parts & Supplies	57.97
503-520-70160	Gasoline & Diesel	208.55
503-520-72010	Water, Gas, Sanitation &	2,696.51
503-520-72020	Electric	22,417.95
503-520-72030	Telephone	115.55
503-520-82030	Equipment Rental	17.00
503-520-84010	Office Equip. Repairs &	30.33
503-520-84020	Major Equip. Repairs &	3,146.81
503-520-84030	Buildings Repairs & Mai	45.00
503-520-86010	Training, Travel, & Confe	1,414.87
503-520-88011	Legal Services	198.75
503-520-88040	Computer Programming	356.26
503-520-88080	Laboratory	380.00
503-520-88100	Professional Services	600.00
503-520-88101	Administrative Fees	3.32
503-520-98992	WWTP Improvements	3,511.25

Account Summary

Account Number	Account Name	Payment Amount
503-521-70010	Office Supplies	7.24
503-521-70100	Uniforms	211.22
503-521-70130	Street Materials	8.27
503-521-70140	Utility Parts & Supplies	1,882.89
503-521-70160	Gasoline & Diesel	1,615.33
503-521-70440	Miscellaneous Supplies	129.45
503-521-72010	Water, Gas, Sanitation &	186.11
503-521-72020	Electric	911.25
503-521-72030	Telephone	311.88
503-521-84010	Office Equip. Repairs &	7.35
503-521-84020	Major Equip. Repairs &	8,130.06
503-521-84030	Buildings Repairs & Mai	45.00
503-521-84060	Vehicle Parts, Repairs &	126.25
503-521-86010	Training, Travel, & Confe	1,329.75
503-521-86030	Subs., Dues, & Publicatio	79.96
503-521-88040	Computer Programming	222.21
503-521-88100	Professional Services	600.00
503-521-88101	Administrative Fees	3.02
503-521-88130	Grant Writing/Applicatio	1,084.00
503-521-98040	Major Machinery & Equi	257.93
503-521-98904	Clean Water State Revol	12,710.00
504-406-70010	Office Supplies	5.34
504-406-70030	Postage & Freight Out	46.00
504-406-70040	Printing & Binding	33.01
504-406-70160	Gasoline & Diesel	9.80
504-406-72030	Telephone	9.60
504-406-84010	Office Equip. Repairs &	9.54
504-406-86010	Training, Travel, & Confe	1.66
504-406-88030	Accounting/Auditing	86.42
504-406-88040	Computer Programming	12.85
504-406-88101	Administrative Fees	0.03
504-406-92090	Taxes, Licenses, & Fees	302.60
504-535-70100	Uniforms	93.95
504-535-70160	Gasoline & Diesel	1,473.57
504-535-88100	Professional Services	39.50
504-535-88101	Administrative Fees	0.19
815-609-88100	Professional Services	3,779.50
820-610-70010	Office Supplies	7.22
820-610-72030	Telephone	3.48
820-610-84010	Office Equip. Repairs &	1.39
820-610-86010	Training, Travel, & Confe	3.32
820-610-88030	Accounting/Auditing	432.10
820-610-88040	Computer Programming	1.43
820-610-88100	Professional Services	1,387.50
820-610-88101	Administrative Fees	2.65
820-610-96512	Continuing Disclosure Fe	100.96
950-000-31100	Federal Withholding	75,061.50
950-000-31200	State Income Tax Withh	32,412.69
950-000-31300	FICA Withheld	116,055.94
950-000-31400	Medicare Insurance Wit	27,142.10
950-000-31500	State Disability Insuranc	8,810.98
950-000-32100	Employee Deferred Com	33,852.58
950-000-32300	Employee Long Term Dis	599.96
950-000-32350	ER Long Term Disability	2,504.91
950-000-32400	Life Insurance	1,008.04
950-000-33000	CLOCEA Dues Withheld	1,591.00
950-000-33200	CPOA Dues Withheld	1,918.08
950-000-33300	Fire Assoc. Dues Withhel	1,980.00

Account Summary

Account Number	Account Name	Payment Amount
950-000-34010	Other Withholdings Gar	3,166.59
950-000-34060	Prepaid Legal Services	448.32
950-000-34500	Unreimbursed Med/Dep	1,384.59
950-000-34600	AFLAC Insurance Withhe	5,085.82
	Grand Total:	**1,612,434.95**

Project Account Summary

Project Account Key		Payment Amount
None		1,612,434.95
	Grand Total:	**1,612,434.95**

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

Subject:	Information Only: Measure J Quarter Ending June 30, 2023
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Heather Bonilla, Senior Accountant

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
FY_22-23_Measure_J_Revenue_2023-Q2.pdf	FY 22-23 Measure J Revenue 2023-Q2

CITY OF COALINGA
The Sunny Side of the Valley

Measure J

1% Transitions & Use Tax

Fiscal Year 2022-2023

Reporting Period	Total
2022-Jul	**174,156.03**
2022-Aug	**188,572.05**
3rd Quarter True Up	**224,285.92**
2022-Oct	**146,382.81**
2022-Nov	**141,492.46**
4th Quarter True Up	**248,910.58**
2023-Jan	**151,752.20**
2023-Feb	**136,523.82**
1st Quarter True Up	**260,117.47**
2023-Apr	**139,928.91**
2023-May	**161,217.91**
2nd Quarter True Up	**276,387.65**
Total	**2,249,727.81**

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

Subject:	Information Only: Transient Occupancy Tax Quarter Ending June 30, 2023
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Heather Bonilla, Senior Accountant

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
FY_22-23_Transient_Occupancy_Tax_(TOT)_Revenue_2023-Q2.pdf	FY 22-23 Transient Occupancy Tax (TOT) Revenue 2023-Q2

CITY OF COALINGA
The Sunny Side of the Valley

Transient Occupancy Tax

Fiscal Year 2022-2023

Hotel/Motel Name	Jul-Sep 2022 2022-Q3 Reporting Period	Oct-Dec 2022 2022-Q4 Reporting Period	Jan-Mar 2023 2023-Q1 Reporting Period	Apr-Jun 2023 2023-Q2 Reporting Period	Total
Best Western Plus	10,759.21	9,139.15	7,033.42	8,965.97	**35,897.75**
Cambridge Inn	222.60	278.76	341.40	325.20	**1,167.96**
Coalinga Motel	-	-	-	-	**-**
Laura Lodge	1,085.81	368.87	399.15	512.40	**2,366.23**
Royal Lodge	3,500.53	1,132.19	1,312.68	761.85	**6,707.25**
Travel Inn	1,294.80	1,394.70	497.40	1,513.50	**4,700.40**
Total	**16,862.95**	**12,313.67**	**9,584.05**	**12,078.92**	**50,839.59**

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

Subject:	Information Only: Sales Tax Update Quarter Ending June 2023
Meeting Date:	November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Mai Vang, Financial Services Director

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

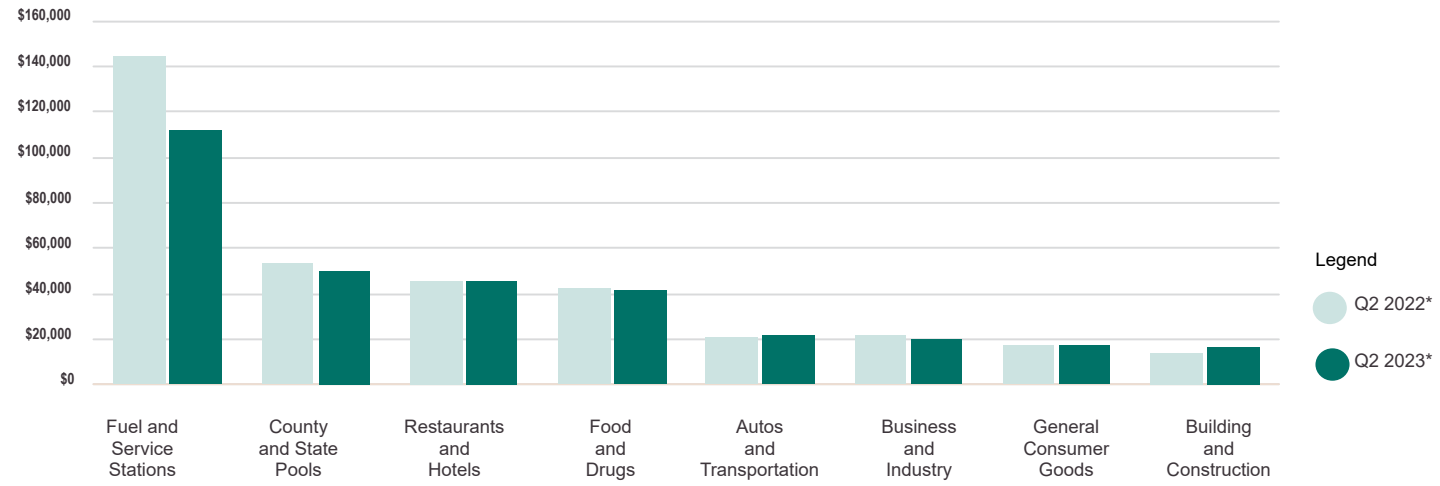
File Name	Description
20231026_-_Coalinga_2Q23_Newsletter.pdf	2023 - Sales Tax Update Quarter 2

CITY OF COALINGA
SALES TAX UPDATE
2Q 2023 (APRIL - JUNE)

COALINGA	-9.5%	-2.3%	-2.9%
TOTAL: $ 325,245	2Q2023	COUNTY	STATE

*Allocation aberrations have been adjusted to reflect sales activity

SALES TAX BY MAJOR BUSINESS GROUP



Measure J
TOTAL: $572,730
1.6%

CITY OF COALINGA HIGHLIGHTS

Coalinga's receipts from April through June were 20.3% below the second sales period in 2022. Excluding reporting adjustments, receipts for the period were down 9.5%.

The largest negative impact this quarter came from fluctuating fuel prices, which cut gas station receipts by slightly more than the statewide average. Expect prices to rise in the future as world market conditions adjust. Fortunately, other major business groups reporting less activity only saw minor declines.

On a positive note, spending for transportation needs and construction were both higher this period, bucking the trend around the State.

Measure J registered a larger drop in fuel-related receipts compared to the Bradley Burns tax. New and used cars sales were significantly less, pushing the auto-transportation group lower, but all other major business groups reported modest gains, an indication that current economic conditions are not completely holding back consumer demand.

Net of adjustments, taxable sales for all of Fresno County declined 2.3% over the comparable time period while those of the San Joaquin Valley were down 3.4%.

TOP 25 PRODUCERS

AutoZone
Beacon Valley Food Mart
Big 5 Sporting Goods
Billingsley Tire Service
Burger King
Burgers, Bait & Beer
Coalinga Fastrip Food Store
Coalinga Hardware
Dollar General
Dollar Tree
Fastrip Mini Mart
Fatte Alberts Pizza
Green Leaf AG
Have a Heart
Ice Bucket Chevron
Little Caesars
McDonald's
O'Reilly Auto Parts
Rite Aid
Save Mart
State Foods Coalinga
Taco Bell
Triple J Ready Mix
Walgreens
West Hills Oil

STATEWIDE RESULTS

California's local one cent sales and use tax receipts for sales during the months of April through June were 2.8% lower than the same quarter one year ago after adjusting for accounting anomalies. The second quarter of the calendar year was impacted by continued wet weather and a difficult comparison with the prior year, which experienced dramatic growth.

The fuel-service stations sector contributed the most to this decline as year-over-year (YOY) falling fuel prices at the pump reduced receipts from gas stations and petroleum providers. Russia's invasion of Ukraine and other world events during this period last year, pushed the global cost of crude oil to record highs. This dynamic also carried into general consumer goods as retailers selling fuel experienced a similar drop. Recently, OPEC and Russia have maintained production cuts having upward pressure on pricing again leading to future comparative growth.

Sustained wet conditions further delayed projects, especially those from the prior quarter, hindering building-construction returns. YOY lumber price declines added to the pull back from building materials providers. Higher interest rates represent a significant headwind for the industry with potential impacts of limited commercial development activity, slowing public infrastructure projects and homeowners left unable to access equity for renovations.

Despite a significant increase in new car registrations, revenue from autos-transportation fell by 1.4%. The improved activity can largely be attributed to rental car agencies restocking their fleets. However, these are wholesale transactions with sales tax charged upon rental of these vehicles. Weak demand for recreational vehicles, boats and motorcycles coupled with elevated overall financing costs remain challenges going forward.

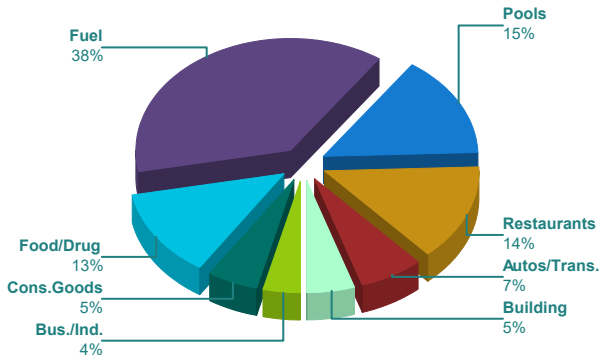
Use taxes remitted via the countywide pools decreased 0.75%, marking the third consecutive quarter of decline. While overall online sales continue to rise, pool collections dropped with the offsetting effect of more in-state fulfillment generated at large warehouses and through existing retail outlets allocated directly to local agencies.

Restaurant sales were a bright spot as the summer season began. Although menu prices have flattened after a year of sharp gains, patrons are making more restaurant trips and are favoring spending their disposable income on experiences. Better sales by office material suppliers and enhanced investments of warehouse-farm-construction equipment contributed to improved returns for the business-industry category.

Sales tax for the remainder of 2023 appears likely to follow the recent trend of moderate declines before leveling off in early 2024. Cooling consumer confidence and greater pressure on household budgets may lead to a lackluster upcoming holiday shopping period. Furthermore, the possibility of a longer and more pronounced slowdown in economic activity exists as the Federal Reserve considers additional interest rate increases to combat high prices that are already stretching consumer wallets.

REVENUE BY BUSINESS GROUP

Coalinga This Fiscal Year*



*ADJUSTED FOR ECONOMIC DATA

TOP NON-CONFIDENTIAL BUSINESS TYPES

Business Type	Q2 '23	Coalinga Change	County Change	HdL State Change
Service Stations	56,502	-21.9%	-17.6%	-19.9%
Quick-Service Restaurants	32,011	3.7%	4.3%	3.2%
Grocery Stores	19,127	8.3%	1.4%	2.9%
Automotive Supply Stores	18,246	0.9%	3.8%	3.3%
Casual Dining	7,877	-13.4%	3.8%	4.6%
Government/Social Org.	2,510	-20.7%	-5.9%	25.1%
Auto Repair Shops	1,253	-33.2%	-1.4%	2.3%

Allocation aberrations have been adjusted to reflect sales activity

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

Subject:	Information Only: Cannabis Related Revenue Quarter Ending June 30, 2023
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Heather Bonilla, Senior Accountant

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
FY_22-23_Cannabis_Related_Revenue_2023-Q2.pdf	FY 22-23 Cannabis Related Revenue 2023-Q2

CITY OF COALINGA
The Sunny Side of the Valley

Cannabis Related Revenue

Fiscal Year 2022-2023

GL Account	GL Name	*Budget*	Jul-Sep 2022 2022-Q3 Reporting Period	Oct-Dec 2022 2022-Q4 Reporting Period	Jan-Mar 2023 2023-Q1 Reporting Period	Apr-Jun 2023 2023-Q2 Reporting Period	Total
101-400-42170	Cannabis Application Fees	*10,000.00*	230.00	600.00	200.00	430.00	**1,460.00**
101-400-42180	Cannabis Regulatory Permit Renewal	*5,700.00*	-	-	-	-	**-**
101-400-42190	Cannabis Revenue Raising Fee	*976,363.00*	66,036.99	128,235.17	204,472.91	69,016.26	**467,761.33**
101-400-42200	Cannabis Regulatory Licensing Fee	*142,621.00*	-	30,057.00	27,054.00	-	**57,111.00**
Total		***1,134,684.00***	**66,266.99**	**158,892.17**	**231,726.91**	**69,446.26**	**526,332.33**

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

Subject:	Information Only: Cannabis Related Revenue Quarter Ending September 30, 2023
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Heather Bonilla, Senior Accountant

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
FY_23-24_Cannabis_Related_Revenue_2023-Q3.pdf	September - 2023

CITY OF COALINGA
The Sunny Side of the Valley

Cannabis Related Revenue

Fiscal Year 2023-2024

GL Account	GL Name	*Budget*	Jul-Sep 2023 2023-Q3 Reporting Period	Oct-Dec 2023 2023-Q4 Reporting Period	Jan-Mar 2024 2024-Q1 Reporting Period	Apr-Jun 2024 2024-Q2 Reporting Period	Total
101-400-42170	Cannabis Application Fees	*5,000.00*	629.00				**629.00**
101-400-42180	Cannabis Regulatory Permit Renewal	-	-				**-**
101-400-42190	Cannabis Revenue Raising Fee	*440,064.00*	24,090.00				**24,090.00**
101-400-42200	Cannabis Regulatory Licensing Fee	*100,526.00*	-				**-**
Total		***545,590.00***	**24,719.00**	**-**	**-**	**-**	**24,719.00**

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

Subject:	Information Only: Street Hump Program for City of Coalinga
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

This was a future agenda item requested by Mayor Pro-Tem Ramirez related to the City's Speed Hump Program.

II. BACKGROUND:

Mayor Pro-Tem Ramirez had a request from residents who were interested in speed bumps in their neighborhood. The City Council adopted a speed hump program on June 3, 2021 that allows residents to petition the City Council to install speed humps in their neighborhoods. Staff is providing information regarding the program for residents to be aware of if they are interested in petitioning the Council to install a speed bump/hump in their neighborhood.

III. DISCUSSION:

Once a valid petition has been handed to the city, a vote process would be enacted. This is a simple 2/3 majority vote would occur. If and when the vote was to pass, there is a 10-day notification minimum to the surrounding area. Residents, extending to 300' of the edge of the segment would be notified. A public hearing would then be held at the earliest City Council meeting, and residents for or against the street hump would have their chance to have themselves heard prior to Council acceptance or rejection.

If council accepts the installation, a durable rubber speed hump would be installed by public works in the area. This rubber street hump would then be replaced by a more permanent asphalt street hump after a 6-month trial period, assuming no successful petitions to remove/relocate the hump passed.

Cost of the program is shared between Public Works and the residents requesting the street hump. Due to the variable nature of street width, an average of 41' was established to generate an average cost of installation. The cost was found to be approximately $1,000 per street hump. Both rubber and asphalt installations were found to be approximately equal cost. When residents form their petition, a "Community Representative" must be established. This individual will then be responsible for collecting funds. A total of $600 will be due at the time the petition is handed to the City. Should the petition fail, $500 of those funds are given back to "Community Representative". The $100 not returned represents costs associated with staff time required to enact the voting process.

More details can be found in the guidelines document attached to this report.

IV. ALTERNATIVES:

V. FISCAL IMPACT:

The cost of each street hump, both rubber and asphalt, were found to be approximately $1,000. This price excludes the labor costs of Public Works employees. The City's portion of the cost share element would be taken from local street funds.

ATTACHMENTS:

File Name	Description
Street_Hump_Program_Guidelines.pdf	Guidelines Document

CITY OF COALINGA

The Sunny Side of the Valley

SPEED HUMP PROGRAM

155 W. Durian Avenue, Coalinga, CA 93210 | p: (559) 935-1533 f: (559) 935-5912 www.coalinga.com

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1 INTRODUCTION

The program is being implemented for residential collector streets, at or below 30 mph and with only one travel lane in each direction. Collector streets could be treated with speed humps pending Fire Department approval. Such streets may require the installation of a “speed cushion”.

Speed humps and tables serve to reduce vehicular speeds as well as reduce cut-through traffic on local residential streets. Both effects are realized when speed humps are installed on a street.

The application of speed humps and tables are limited to streets where geometric configuration or design fails to passively deter many drivers from exceeding the speed limit or from using the streets as bypass routes. The proper application of speed humps enhances public safety.

1.1 WHAT ARE SPEED HUMPS?

Speed humps are typically paved, but may be constructed of durable rubber, and are approximately 3-4 inches high at their center and extend the full width of the street. Speed humps should not be confused with a speed "bump" that is often found in mall parking lots. Speed bumps are generally more aggressive and may cause excessive jolts to the motorist. Whereas the traditional 12-foot hump has a design speed of 15 to 20 mph and is much less jolting to motorists moving at the appropriate speed.

1.2 SPEED CUSHION

Typically, 3” high and 3.5’ long, speed cushions are an innovative solution that can help slow speeders and protect your roads without slowing emergency vehicles. Speed cushions slow cars to between 15-20 mph.

1.3 HOW TO PETITION FOR A SPEED HUMP

In order to petition for a speed hump in your neighborhood you must:

- Submit a Petition -- ***Petition Process***
- Meet the Qualifying Criteria -- ***Qualifying Criteria***
- Pass a Majority Vote -- ***Voting Process***
- Be Approved by the City Council -- ***Council Approval***

Each step is outlined in this document. If you have further questions, please contact City Hall.

2 DESIGN AND SPECIFICATIONS

2.1 SIGNAGE

The signing includes a 30-inch sign stating, “SPEED HUMP” in four-inch (4”) letters and a second line with an advisory of “SLOW”.

2.2 MARKINGS AND DESIGN

See **Appendix A**

2.3 Materials

The speed hump will be comprised of a durable rubber for a trial period of six months. Should the installation prove to be successful, see ***Trial Period***, a permanent asphalt installation will be scheduled.

3 Petition Process

To begin the process of having a speed hump installed in your neighborhood, a petition must be submitted to City Hall. Petition forms may be found on the city website or at the City Hall reception area.

3.1 Petition Requirements

In order for a petition to be valid, the following requirements must be met:

- Contain a minimum of 10 signatures from residents in the affected segment identified in the petition
- Identifies a Community Representative
- Identifies a valid street segment that meets Qualifying Criteria
- Includes fee payment identified in Cost and Payment

3.2 Petition Acceptance

Once a petition has been submitted, Public Works will verify all of the relevant information and return a confirmation message within fourteen days. This message will include confirmation the petition was valid and forthcoming vote information, see ***Voting Process***.

4 Qualifying Criteria

For the installation of a speed hump to be considered, the following criteria below must be met.

- The total length of the contiguous segments must be at least 400’ in length.
- The street has only one travel lane in each direction (Two-Way Left-Turn Lanes are acceptable).
- Street frontage of subject street segment must be at least 75% developed residential.
- It does not significantly impede emergency response.

Public Works will be the solely responsible in determining the validity of a speed hump installation.

5 Installation, Removal, and Addition of Raised Devices

Installation, removal, and addition of raised devices shall be performed by the Public Works department. All dates provided shall be tentative and based on availability at the time of issuance.

5.1 Trial Period

For a period of six months, the installation of the speed hump will be comprised of a durable rubber material. Should no petitions to remove or relocate the device pass, the installation will then be made permanent. The permanent installation will be comprised of asphalt.

5.2 Installation of Raised Devices

Installation of a raised device will not be performed until the following steps have been completed:

- Voting for a specific segment has finalized.
- Staff has investigated the installation parameters and finalized a design.
- Council has approved the installation.

5.3 Relocation of Raised Devices

Changing the location of existing raised devices on a street may be considered when all of the criteria listed below are met.

- The raised devices were placed in a location conflicting with the adopted guidelines, and another location exists which does not conflict with the adopted guidelines.
- There is a petition with a two-thirds majority of the street's residents in favor of the relocation. One resident signature per household is allowed. A resident may be either an owner or tenant.
- A community meeting should be held to discuss the advantages of raised devices and receive feedback.
- Relocation of raised devices must be approved by City Council.

5.4 Removal of Raised Devices

- Removing existing raised devices from a street may be considered when the criteria listed below are met.
  - The devices are ineffective in reducing speeds of vehicles.
  - Raised devices were placed in a location conflicting with the adopted guidelines, and no other location exists which does not conflict with the adopted guidelines.
  - There is a petition with a two-thirds majority of street's residents' signatures in favor of removal of the raised device. One resident signature per household is allowed. A resident may be either a tenant or owner.
  - A community meeting should be held to discuss the advantages of raised devices and receive feedback.
  - Removal of raised devices must be approved by City Council.

5.5 Addition of Speed Humps

Adding additional speed humps on a street may be considered when all of the criteria listed below are met.

- Where existing raised devices are deemed to be ineffective.
- The distance between existing raised devices or between a device and the end of the street segment must be at least four hundred feet (400') feet apart.
- There is a petition with ten signatures requesting additional raised devices.
- The segment will be balloted prior to installation. A minimum of 25% of ballots mailed shall be received and returned with a 2/3rd majority vote in favor of the addition.

6 Voting Process

A petition consisting of 10 residents, residents, or owners, must be signed, and returned to the City.

Once the petition has been received, residents in the affected area will be noticed via mail and provided a ballot. These ballots must be received prior to the indicated deadline. For the vote to pass, a majority vote of 2/3rds in favor of the installation must be reached, and at least 25% of the residents must have submitted a response. When a street fails to receive the necessary votes, it may not be considered again for three years.

7 COUNCIL APPROVAL

All installations of raised devices must be approved by City Council prior to Public Works may proceed.

7.1 PUBLIC HEARING

Property owners within 300' of the affected parcels will be notified via mail 10 days prior to the public hearing before the City Council.

8 COST AND PAYMENT

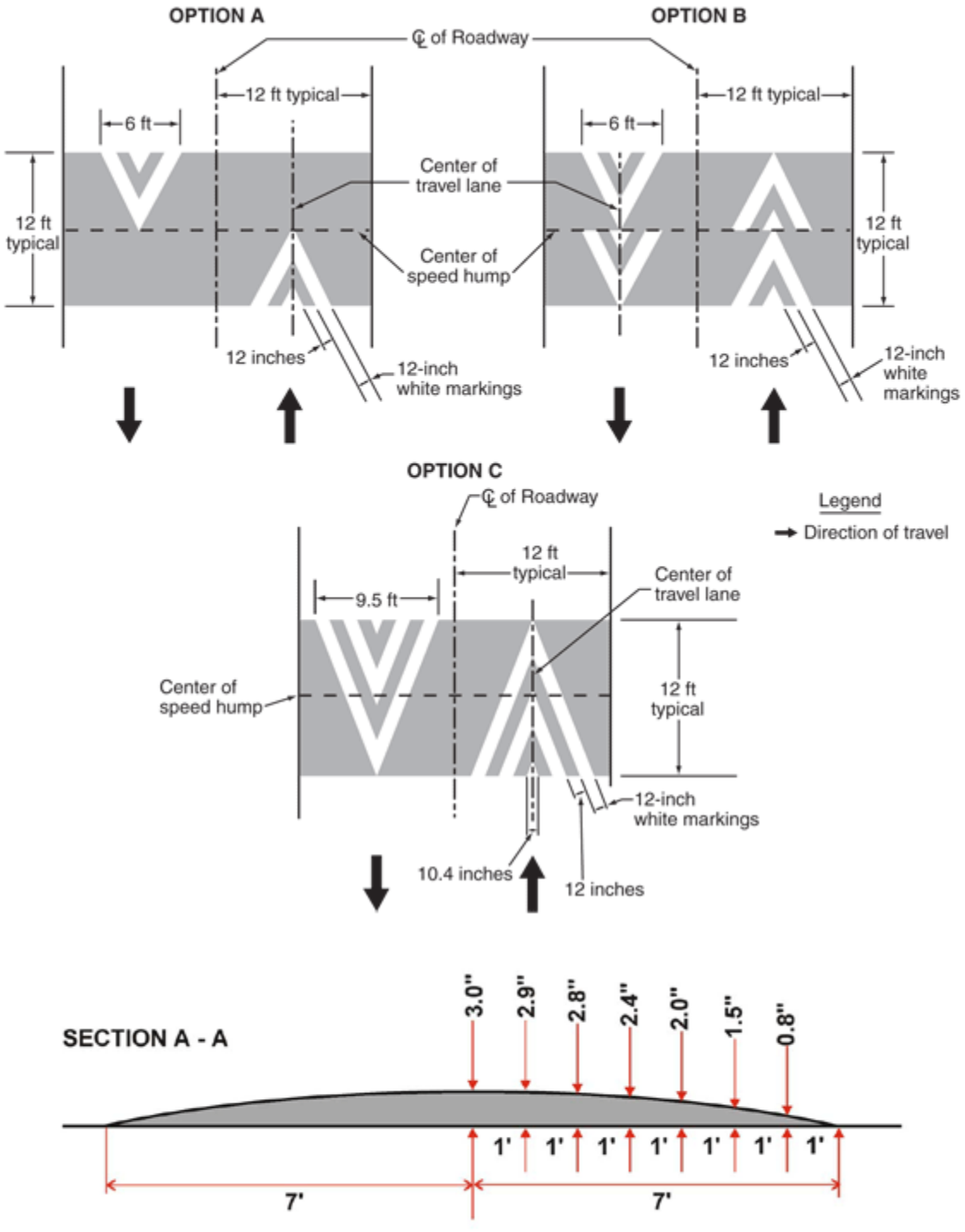
As part of the petition, a "Community Representative" must be identified. This individual is responsible for submitting the final petition, as well as the payment. A payment of $600.00 must be submitted with a valid petition. Should the petition fail, a reimbursement of $500.00 will be issued back to the "Community Representative".

Currently forms of payment, other than utility payments, are in the form of a check, MO/Cashier's Check, or cash. Checks and MO/Cashier's Check made out to the City of Coalinga.

9 APPENDIX A

9.1 GENERAL SPECIFICATIONS

Figure 3B-29. Pavement Markings for Speed Humps without Crosswalks



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

Subject:	Information Only: Animal Shelter Update
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Marissa Trejo, City Manager

I. RECOMMENDATION:

There is no staff recommendation. This item is information only as many members of the public and City Council Members have asked about the status of the new animal shelter.

II. BACKGROUND:

III. DISCUSSION:

The City Engineer is working on updating the floor plans based on the kennel designs approved by UC Davis as determined by recent meetings.

The kennel design requires changes to the plumbing collection system, kennel layout and project specifications to meet UC Davis requirements per their grant for the project.

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: Landscaped Median Water Reduction
Meeting Date:	Thursday November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Larry Miller, Public Works and Utilities Coordinator

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I. RECOMMENDATION:

No Recommendation. This item is informational only and was requested by Councilman Vosburg.

II. BACKGROUND:

During the October 19, 2023 City Council Meeting, Councilman Vosburg requested an impact summary on reduction of water use on landscaped areas within the city.

III. DISCUSSION:

As the State of California has been experiencing more frequent drought intervals, directives to reduce water use on landscape areas have become more and more prevalent. Not including residential landscape use, it is estimated that approximately 10% - 15% of the City of Coalinga's water use goes towards landscaped areas. While it can be difficult to estimate water reduction based on fundamental changes such as changing landscaped areas to more drought resistant plants, most estimates hold the average at 30% - 50%. This number has a wide variance due to existing conditions such as turf area, plant types, etc.

The City of Coalinga has been working to reduce landscape areas for many years and completed projects are as follows:

- Coalinga Plaza
- Washington Street from Sunset Street to Monterey Avenue
- E Roosevelt Street at Alicia Lane
- Cambridge Avenue at Coalinga Middle School Pedestrian Crossing
- Enterprise Parkway at Jayne Avenue
- N Joaquin Street at Washington Street
- W Cherry Lane from Elm Avenue to Falcon Way
- N Monterey Avenue from W Polk Street to Washington Street
- Copper Canyon Court from Sandalwood Street through Buckeye Springs Street
- Sandalwood Street from Juniper Ridge Boulevard to Copper Canyon Court
- Juniper Ridge Boulevard from Jayne Avenue to Sandalwood Street
- Fifth Street from Sunset Street to Cedar Avenue
- Third and Hayes

Areas that have had their turf watering turned off and landscape irrigation altered to only water trees or plants

are as follows:

- Second/Van Ness
- Elm / Baker
- Sunset / Coalinga Plaza

These areas are currently in project planning to have the old turf areas re-landscaped.

Areas that still have turf areas are as follows:

- Sandalwood Park
- Centennial Park
- Frame Park
- Memorial Park
- Walking Beam (E Elm Ave / Phelps Ave)
- Lyons Park (E Polk / Ivy / 5th)
- Fountain near Coalinga Highschool
- Pacific and W Elm

With the exception of Sandalwood, Frame, and Centennial Parks, potential water savings in the identified areas is limited. Given data from 2020, a peak water use year in recent history, water use in our remaining turf areas was approximately 20 acre-feet. Assuming a 50% reduction in use, we could save 10 AF per year.

IV. ALTERNATIVES:

None

V. FISCAL IMPACT:

None

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject:	Waive Second Reading and Adopt 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).
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

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 Waiving the Second Reading of Ordinance No. 862 and formally adopting.

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.

On October 19, 2023, the City Council accepted the planning commissions recommendation and introduced and waived the first reading of said ordinance.

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 adopt Ordinance No. 862.

V. FISCAL IMPACT:

There is no fiscal impact determined at this time.

ATTACHMENTS:

File Name	Description
Ordiance_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

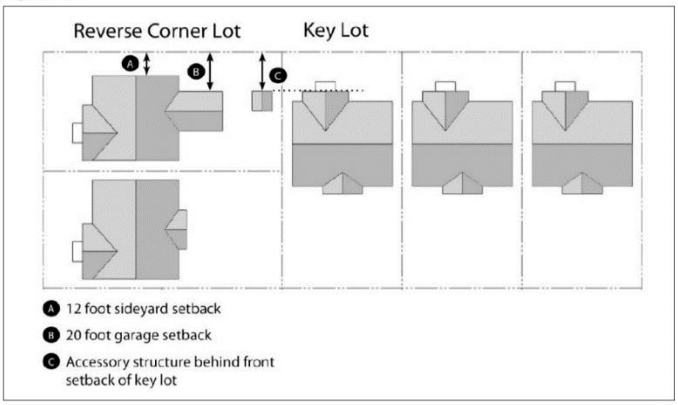
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COALINGA DOES ORDAIN AS FOLLOWS:

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:	Waive Second Reading and Adopt Ordinance No. 863 (Disqualification of Contractors for Public Works Projects)
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Staff Recommends that the City Council Waive the Second Reading and Adopt 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.

At their October 19, 2023 meeting, the City Council introduced and waived the first reading of ordinance No. 863.

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 adopt 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 is 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:	Adopt Resolution No. 4190 Approving a Purchase and Sale Agreement between the Successor Agency and the City of Coalinga for the Purchase of Successor Agency Property (APN 072-131-06; 072-131-07; and 072-131-16ST)
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Marissa Trejo, City Manager

I. RECOMMENDATION:

The City Manager recommends adoption of Resolution No. 4190, approving the Vacant Land Purchase Agreement between the Successor Agency and the City of Coalinga for the purchase of real property located on East Elm Avenue between the Coalinga Plaza and Fourth Street (APNs 072-131-06; 072-131-07; and 072-131-08), also known as Property No. 17 on the City's Long Range Property Management Plan (LRPMP).

II. BACKGROUND:

The City is the Successor Agency to the former Coalinga Redevelopment Agency. As part of the completion of the statewide redevelopment dissolution process in 2012, the Agency transferred nineteen properties to the Successor Agency, including the subject property. The combined parcels total 0.51 acres and are zoned General Commercial (GC).

The City declared the Property as surplus land on August 4, 2022. Since that time, the City completed all procedural requirements outlined in the Surplus Land Act (SLA), including but not limited to the issuance of a Notice of Availability, as required by law. Because the City received no interest from any developers to the Notice of Availability during the requisite notice period, the City's consultants contacted the California Department of Housing and Community Development (HCD) on January 24, 2023 to notify them of the results of the Notice of Availability.

As authorized by law, HCD received the information requested pertaining to the City's SLA process for the Property by the City's consultant and on February 17, 2023, approved the Property for sale or transfer, regardless of the buyer or transferee. The only remaining requirement being that a covenant be placed on the property at the time of transfer requiring that if 10 or more residential units are ever developed on the Property, not less than 15 percent of units be affordable pursuant to SLA.

III. DISCUSSION:

The City is interested in purchasing the property located on East Elm Avenue from the Successor Agency for a purchase price of One Hundred and Ten Thousand and No/100 dollars ($110,000).

The City proposes the property be developed into an outdoor event space.

IV. ALTERNATIVES:

Do not approve Resolution No. 4190, approving the Vacant Land Purchase Agreement between the Successor Agency and the City of Coalinga for the purchase of real property located on East Elm Avenue

between the Coalinga Plaza and Fourth Street (APNs 072-131-06; 072-131-07; and 072-131-08), also known as Property No. 17 on the City's Long Range Property Management Plan (LRPMP).

V. FISCAL IMPACT:

The purchase price of the property is One Hundred Ten Thousand and No/100 Dollars ($110,000) which is not budgeted and would come from the City's General Fund Reserve.

ATTACHMENTS:

File Name	Description
RESO#4190_Purcahse_LRPMP_Prop#17-Lots_Across_from_Ron_s_Barber_Shop_FINAL_110223.pdf	Resolution No. 4190
Vacant_Land_Purchase_Agreement_and_Joint_Escrow_Instructions_-_623_ts96001.pdf	Vacant Land Purchase Agreement

RESOLUTION NO. 4190

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY LOCATED AT 155, 163 AND 165 EAST ELM AVENUE, COALINGA, CA (APN: 072-131-06; 072-131-07; and 072-131-08)

THAT WHEREAS, the City of Coalinga desires to purchase the property located at 155, 163 and 165 East Elm Avenue, Coalinga, CA 93210 currently owned by the Successor Agency to the former Coalinga Redevelopment Agency ("Successor Agency") on the terms shown in **Exhibit 1**; and

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

WHEREAS, said acceptance of real property from the Successor Agency by the City of Coalinga is in compliance with local, state and federal requirements; and

WHEREAS, said acceptance of real property is not a project per California Public Resource Code (PRC) Section §21065 and is therefore exempt from the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED, that said acceptance of real property is exempt from further environmental review pursuant to California Public Resource Code (PRC) Section §21065; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City Council of the City of Coalinga, hereby authorizes the purchase of the real property on the terms identified in the attached **Exhibit 1**; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City Council hereby acknowledges that the City shall take title to the real property subject to the terms of an Affordability Covenant, which is required under the Surplus Land Act, that will be recorded against the real property prior to the City's acquisition of such property; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City Council hereby authorizes the acceptance of the real property via grant deed from the Successor Agency, with said deed to be recorded in the office of the Fresno County Recorder; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that said grant deed shall convey all right, title and interest in and to all those pieces or parcels of land situated at 155, 163 and 165 East Elm Avenue, City of Coalinga, County of Fresno, State of California; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to sign all necessary documents to accomplish said acquisition and acceptance of the real property and to undertake any further action on the City's behalf to acquire the real property in accordance with the terms shown in the attached **Exhibit 1**.

****

PASSED AND ADOPTED by the City Council of the City of Coalinga at a special meeting held on the **2nd day of November, 2023**, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
James Horn, Mayor

ATTEST:

_____
Shannon Jensen, City Clerk

Exhibit 1
Vacant Land Purchase Agreement and
Joint Escrow Instructions

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ ***City of Coalinga*** Date _____

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ ***Mid State Realty*** _____ DRE Lic. # ***01523375***
Real Estate Broker (Firm)

By _____ ***Tawnya Stevens*** DRE Lic. # ***01202124*** Date _____
(Salesperson or Broker-Associate, if any)

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Mid State Realty, 395 E. Elm Ave Suite A Coalinga CA 93210 Phone: **(559)935-5123** Fax: **(559)935-5122** **155, 163 & 165 E.**
Tawnya Stevens
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.
2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.
2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.
2079.16 Reproduced on Page 1 of this AD form.
2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
CONFIRMATION: **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.
2079.18 (Repealed pursuant to AB-1289)
2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.
2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.
2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.
2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.
2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.
2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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EQUAL HOUSING OPPORTUNITY

FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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Tawnya Stevens
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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as “no children” or “English-speakers only”).
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***City of Coalinga*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ Date _____

Seller/Housing Provider _____ Date _____

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EQUAL HOUSING OPPORTUNITY

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ Date _____

Seller _____ Date _____

Buyer _____ ***City of Coalinga*** Date _____

Buyer _____ Date _____

Buyer's Brokerage Firm ***Mid State Realty*** DRE Lic # ***01523375***

By _____ DRE Lic # ***01202124*** Date _____

Tawnya Stevens

Seller's Brokerage Firm ***Mid State Realty*** DRE Lic # ***01523375***

By _____ DRE Lic # ***01202124*** Date _____

Tawnya Stevens

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525 South Virgil Avenue, Los Angeles, California 90020

EQUAL HOUSING OPPORTUNITY

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: ***155, 163 & 165 E. Elm Ave, Coalinga, CA 93210*** ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant ***City of Coalinga*** Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Seller/Landlord _____ Date _____

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EQUAL HOUSING OPPORTUNITY

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 6/23)

Date Prepared: *October 6, 2023*

1. OFFER:

A. THIS IS AN OFFER FROM *City of Coalinga* ("Buyer").
☐ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ Other _____.

B. THE PROPERTY to be acquired is *155, 163 & 165 E. Elm Ave*, situated in *Coalinga* (City), *Fresno* (County), California, *93210* (Zip Code), Assessor's Parcel No(s). *071-131-08, 072-131-06, 071-131-07* ("Property").
Further Described As _____.
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)

C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.

D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.

B. CONFIRMATION: The following agency relationships are here confirmed for this transaction.

Seller's Brokerage Firm *Mid State Realty* License Number *01523375*
Is the broker of (check one): ☐ the Seller; or ☒ both the Buyer and Seller (Dual Agent).
Seller's Agent *Tawnya Stevens* License Number *01202124*
Is (check one): ☐ the Seller's Agent (Salesperson or broker associate); or ☒ both the Buyer's and Seller's Agent (Dual Agent).
Buyer's Brokerage Firm *Mid State Realty* License Number *01523375*
Is the broker of (check one): ☐ the Buyer; or ☒ both the Buyer and Seller (Dual Agent).
Buyer's Agent *Tawnya Stevens* License Number *01202124*
Is (check one): ☐ the Buyer's Agent (Salesperson or broker associate); or ☒ both the Buyer's and Seller's Agent (Dual Agent).

C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).

D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	**Purchase Price**	$ *110,000.00*	☒ All Cash
B		**Close of Escrow (COE)**	☒ *30* Days after Acceptance OR on ☐ _____ (date) (mm/dd/yyyy)	
C	39A	**Expiration of Offer**	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or _____ ☐ AM/ ☐ PM	
D(1)	5A(1)	**Initial Deposit Amount**	$ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer **OR** ☐ _____
D(2)	5A(2)	☐ **Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)**	$ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies **OR** ☐ _____ (date) **OR** ☐ _____
E(1)	5C(1)	**Loan Amount(s):** First Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ FHA (Forms FVAC/HID attached) ☐ VA (Form FVAC attached) ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(3)	7A	**Intended Use**	Investment OR ☐ _____	
F	5D	**Balance of Down Payment**	$ *110,000.00*	
		PURCHASE PRICE TOTAL	$ *110,000.00*	

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	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	**Seller Credit, if any, to Buyer**	☐ $ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR ☐ Other: _____
G(2)	**ADDITIONAL FINANCE TERMS:** _____			
G(3)	21	☐ **Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement** (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.		
H(1)	5B	**Verification of All Cash** (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	**Verification of Down Payment and Closing Costs**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	**Verification of Loan Application**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
I	**Intentionally Left Blank**			
J	19	**Final Verification of Condition**	5 (or _____) Days prior to COE	
K	26	**Assignment Request**	17 (or _____) Days after Acceptance	
L	8	**CONTINGENCIES**	**TIME TO REMOVE CONTINGENCIES**	**CONTINGENCY REMOVED**
L(1)	8A	**Loan(s)**	17 (or _____) Days after Acceptance	☐ No loan contingency
L(2)	8B	**Appraisal:** Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ $ _____	17 (or _____) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	☐ **Purchase of Manufactured Home** Buyer has (or ☐ has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance ☐ Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8J. ☐ **CR attached**
L(4)	8D	☐ **Construction Loan Financing** A draw from the construction loan will not (or ☐ will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	**Investigation of Property**	17 (or _____) Days after Acceptance	
		Informational Access to Property Buyer's right to access the Property for informational purposes only is **NOT** a contingency and does **NOT** create additional cancellation rights for Buyer.	17 (or _____) Days after Acceptance	
L(6)	8F, 17A	**Review of Seller Documents**	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 16A	**Preliminary ("Title") Report**	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 11E	**Common Interest Disclosures** required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8I, 9B(2)	**Review of leased or liened items** (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(10)	8L	**Sale of Buyer's Property** Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ **C.A.R. Form COP attached**		
M		**Possession**	**Time for Performance**	
M		**Vacant Lot Delivery** Property to be delivered subject to tenant rights, if any, except _____.	Upon notice of recordation On COE Date	
N		**Documents/Fees/Compliance**	**Time for Performance**	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	35	Evidence of representative authority	3 Days after Acceptance	

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O	**Intentionally Left Blank**			
P	**Items Included and Excluded**			
P(1)	9	**Items Included - All items specified in Paragraph 9B are included and the following, if checked:** ☐ _____. ☐ _____. ☐ _____.		
P(2)		**Excluded Items:** ☐ _____; ☐ _____; ☐ _____;		
Q	**Allocation of Costs**			
	Paragraph #	**Item Description**	**Who Pays** (if Both is checked, cost to be split equally unless Otherwise Agreed)	**Additional Terms**
Q(1)	11D	Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____	☐ Environmental ☐ Other _____
			☐ Provided by: _____	
Q(2)	15B(1)(D)	Environmental Survey (Phase I)	☐ Buyer ☐ Seller ☐ Both _____	
Q(3)	10	Gov't Point of Sale Requirements **Inspections and reports**	☐ Buyer ☐ Seller ☐ Both _____	
Q(4)	22B	Escrow Fees	☐ Buyer ☐ Seller ☐ Both _____ ☒ Each to pay their own fees	Escrow Holder: *Orange Coast Title*
Q(5)	16	Owner's title insurance policy	☐ Buyer ☒ Seller ☐ Both _____	Title Company (If different from Escrow Holder): *Orange Coast Title*
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(8)		City transfer tax, fees	☐ Buyer ☐ Seller ☐ Both _____	
Q(9)	11E(2)	HOA fee for preparing disclosures	Seller	
Q(10)		HOA certification fee	Buyer	
Q(11)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both _____	
Q(13)		_____ fees/costs Reports	☐ Buyer ☐ Seller ☐ Both _____	
Q(14)		_____ fees/costs Reports	☐ Buyer ☐ Seller ☐ Both _____	
R		**Additional Tenancy Documents** ☐ Income and Expense Statements ☐ Tenant Estoppel Certificate		
S	**OTHER TERMS:** _____			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
☐ Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

☐ Addendum # _____ (C.A.R. Form ADM)
☐ Back Up Offer Addendum (C.A.R. Form BUO)
☐ Assumed Financing Addendum (C.A.R. Form AFA)
☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
☐ Other _____
☐ Short Sale Addendum (C.A.R. Form SSA)
☐ Court Confirmation Addendum (C.A.R. Form CCA)
☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
☐ Other _____

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

☒ Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA)
☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
☒ Wire Fraud Advisory (C.A.R. Form WFA)
☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
(Parties may also receive a privacy disclosure from their own Agent.)
☐ Wildfire Disaster Advisory (C.A.R. Form WFDA)
☐ Trust Advisory (C.A.R. Form TA)
☐ REO Advisory (C.A.R. Form REO)
☐ Other _____
☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ Short Sale Information and Advisory (C.A.R. Form SSIA)
☐ Probate Advisory (C.A.R. Form PA)
☐ Other _____

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

(1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.

(2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.

(3) **RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.**

B. ALL CASH OFFER: If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

(1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(1)**.

(2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.

(3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.

(4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and **(ii)** in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. OCCUPANCY: Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.

B. CONDITION OF PROPERTY ON CLOSING:

(1) Unless Otherwise Agreed: **(i)** the Property shall be delivered **"As-Is"** in its PRESENT physical condition as of the date of Acceptance; **(ii)** the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and **(iii)** all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

(2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**

C. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

(1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) NO LOAN CONTINGENCY: If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

(1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) [X] Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. MANUFACTURED HOME PURCHASE: If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

D. CONSTRUCTION LOAN FINANCING: If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.

E. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

F. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.

G. TITLE:

(1) This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.

(2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

H. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11E** ("CI Disclosures").

I. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(9)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(9)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

J. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

K. REMOVAL OF CONTINGENCY OR CANCELLATION:

(1) **For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**

(2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.

(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

L. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(10)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall **(i)** disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and **(ii)** Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

(3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, **(i)** are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and **(ii)** are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

(4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.

(5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.

(6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.

10. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1-3), (5) and **(13-14)** only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1)**.

B. GOVERNMENT POINT OF SALE REQUIREMENTS: Point of sale inspections and reports refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. If any point of sale requirement requires repairs, retrofits or additional costs beyond an inspection or report, further written agreement regarding costs is required. If an agreement is reached, and unless Parties Otherwise Agree to another time period, any such repair, retrofit, or work shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair. If agreement is not reached within the time for removing the Buyer Investigation contingency, then either party may cancel the Agreement.

11. SELLER DISCLOSURES:

A. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

B. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

D. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee for the following items to the HOA (C.A.R. Form HOA-IR): **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; **(v)** the names and contact information of all HOAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

F. SOLAR POWER SYSTEMS: For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

G. ADDITIONAL DISCLOSURES: Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
(8) **LANDLOCKED:** The absence of legal or physical access to the Property.
(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
(12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
(15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
(16) **VIOLATION NOTICES: Seller shall disclose any notice of violations of any Law filed or issued against the Property.**

H. MELLO-ROOS TAX; 1915 BOND ACT: Within the time specified in **paragraph 3N(1)**, Seller shall: **(i)** make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and **(ii)** promptly Deliver to Buyer any such notice obtained.

I. KNOWN MATERIAL FACTS: Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

J. SELLER VACANT LAND QUESTIONNAIRE: Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).

K. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

12. TENANCY RELATED DISCLOSURES: Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:

A. RENTAL/SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; **(ii)** A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.

B. INCOME AND EXPENSE STATEMENTS: If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.

C. TENANT ESTOPPEL CERTIFICATES: If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: **(i)** that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); **(ii)** that no lessor defaults exist; and **(iii)** stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

D. SELLER REPRESENTATIONS: Unless otherwise disclosed under **paragraph 11**, **paragraph 12**, or under any disclosure Delivered to Buyer:
(1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
(2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
(3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.

13. CHANGES DURING ESCROW:
A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B: (i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.
B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
(2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

14. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.

15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:
A. Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
B. Buyer Investigations include, but are not limited to:
(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
(A) A general inspection.
(B) An inspection for lead-based paint and other lead-based paint hazards.
(C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
(D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
(E) Any other specific inspections of the physical condition of the land and improvements.
(2) Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include, but are not limited to, an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
E. Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
F. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKREES DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.

G. SIZE, LINES, ACCESS, AND BOUNDARIES: Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)

H. ZONING AND LAND USE: Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of “setback' requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.

I. UTILITIES AND SERVICES: Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.

J. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.

K. GEOLOGIC CONDITIONS: Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.

L. NATURAL HAZARD ZONE: Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.

M. PROPERTY DAMAGE: Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.

N. NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS: Neighborhood or are conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners'' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.

O. COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS: Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.

P. SPECIAL TAX: Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond At of 1915.

Q. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.

R. MANUFACTURED HOME PLACEMENT: Conditions that may affect the ability to place and use a manufactured home on the Property.

16. TITLE AND VESTING:

A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.

C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.

D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.

E. If Buyer is a legal entity and the Property purchase price is at least $300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 35.**

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

(1) Buyer has the time specified in **paragraph 3** to: **(i)** perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and **(ii)** Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11**.

(2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

(3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.

(4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either **(i)** remove remaining contingencies, or **(ii)** cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.

C. SELLER RIGHT TO CANCEL:

(1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; **(ii)** Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; **(iii)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required **by paragraph 5B** or **6A**; **(iv)** Deliver a letter as required **by paragraph 6B**; **(v)** In writing assume or accept leases or liens specified in **paragraph 8I**; **(vi)** Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; **(vii)** Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **35**; **(viii)** Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 34**; or **(ix)** Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

(1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

(3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: **(i)** be in writing; **(ii)** be Signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. EFFECT OF REMOVAL OF CONTINGENCIES:

(1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

(2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: **(i)** satisfied themselves regarding such contingency, **(ii)** elected to proceed with the transaction; and **(iii)** given up any right to cancel this Agreement based on such contingency.

G. **DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to $1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
19. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
20. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
21. **BROKERS AND AGENTS:**
    A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
    B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
    C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
22. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
    A. **The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section.** If a Copy of the separate compensation agreement(s) provided for in **paragraph 21A** or **paragraph 3 of the Real Estate Brokers Section** is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.

B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3**, **8**, **11**, or elsewhere in this Agreement.

C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.

D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s).Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.

F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.

G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.

23. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

24. MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

25. ATTORNEY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A.**

26. ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.

27. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.

28. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.

29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
30. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
    - **A. "Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
    - **B. "Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
    - **C. "Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
    - **D. "As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
    - **E. "Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
    - **F. "C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
    - **G. "Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
    - **H. "Copy"** means copy by any means including photocopy, facsimile and electronic.
    - **I. Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
    - **J. "Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
    - **K. "Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means **(i)** a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or **(ii)** an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 17. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
    - **L. "Electronic Copy"** or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
    - **M. "Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
    - **N. "Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40.**
    - **O. "Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
    - **P. "Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
    - **Q. "Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

33. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
34. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
35. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 39** and **40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(4)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

36. **LIQUIDATED DAMAGES:**
If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials _____ / _____ **Seller's Initials** _____ / _____

37. **MEDIATION:**
    A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers **(www.consumermediation.org)** or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent.** Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
    B. **ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D.**

38. **ARBITRATION OF DISPUTES:**
    A. **The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.**
    B. **EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.**
    C. **PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.**
    D. **AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.**

E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY." "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____ **Seller's Initials** _____ / _____

39. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. [X] **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: *Marissa Trejo*, *City Manager* .

(4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:

_____

_____.

C. The VLPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, _____ **Date:** _____

Printed name of BUYER: *City of Coalinga*

[X] Printed Name of Legally Authorized Signer: *Marissa Trejo* Title, if applicable, _____

(Signature) By, _____ **Date:** _____

Printed name of BUYER: _____

[X] Printed Name of Legally Authorized Signer: *City Manager* Title, if applicable, _____

[ ] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.

[ ] **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

[ ] **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. [ ] **Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

(4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:

_____

_____.

C. The VLPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

SELLER SIGNATURE(S):

(Signature) By, _____ **Date:** _____
Printed name of SELLER: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
(Signature) By, _____ **Date:** _____
Printed name of SELLER: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____/_____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

REAL ESTATE BROKERS SECTION:

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm *Mid State Realty* Lic. # *01523375*
By *Tawnya Stevens* Lic. # *01202124* Date
By Lic. # Date
Address City State Zip
Email *tawnyastevens@sbcglobal.net* Phone #
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (check all that apply):
☐ Email above ☐ Text to Phone # above ☐ Alternate:

B. Seller's Brokerage Firm *Mid State Realty* Lic. # *01523375*
By *Tawnya Stevens* Lic. # *01202124* Date
By Lic. # Date
Address *395 E. Elm Ave. Ste. A* City *Coalinga* State *CA* Zip *93210*
Email *tawnyastevens@sbcglobal.net* Phone # *(559)647-2682*
☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent) (check all that apply):
☐ Email above ☐ Text to Phone # above ☐ Alternate:

ESCROW HOLDER ACKNOWLEDGMENT:
Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $), Counter Offer numbers and , and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.
Escrow Holder is advised by that the date of Acceptance of the Agreement is
Escrow Holder Escrow #
By Date
Address
Phone/Fax/E-mail
Escrow Holder has the following license number #
☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: / Seller's Brokerage Firm presented this offer to Seller on (date).
Broker or Designee Initials

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EQUAL HOUSING OPPORTUNITY

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, Revised 6/23)

Property Address: ***155, 163 & 165 E. Elm Ave, Coalinga, CA 93210*** ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know, or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not perform, and you have not cancelled the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you known material facts that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. **FINANCE:** Financing the purchase of vacant land and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. **CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. **UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. **ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

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5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER _____ Date _____

SELLER _____ Date _____

BUYER _____ Date _____
City of Coalinga

BUYER _____ Date _____

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EQUAL HOUSING OPPORTUNITY

FAIR APPRAISAL ACT ADDENDUM

(C.A.R. Form FAAA, 6/22)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other _____ ("Agreement"), dated ***10/06/2023***, on property known as ***155, 163 & 165 E. Elm Ave, Coalinga, CA 93210*** ("Property"), in which _____ is referred to as ("Seller") and ***City of Coalinga*** is referred to as ("Buyer").

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

Buyer _____ Date _____
City of Coalinga

Buyer _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant _____ Date _____

City of Coalinga

Buyer/Seller/Landlord/Tenant _____ Date _____

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EQUAL HOUSING OPPORTUNITY

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

Subject:	Direct Staff to Inventory Short Term Rentals within the City and Bring Back Information and Recommended Policies for Managing Short Term Rentals
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Marissa Trejo, City Manager

I. RECOMMENDATION:

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

II. BACKGROUND:

III. DISCUSSION:

This item Directs Staff to Inventory Short Term Rentals within the City and Bring Back Information and Recommended Policies for Managing Short Term Rentals.

IV. ALTERNATIVES:

Do not Direct Staff to Inventory Short Term Rentals within the City and Bring Back Information and Recommended Policies for Managing Short Term Rentals

V. FISCAL IMPACT:

None at this time.

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject:	Authorize City Manager to Execute a Professional Services Agreement with Mead & Hunt for Planning and Environmental Consulting Services for the New Coalinga Municipal Airport
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

Senior Administrative Analyst recommends City Council authorize the City Manager to execute a professional services agreement with Mead & Hunt to provide Airport Planning, Environmental and Consulting Services for the New Coalinga Municipal Airport (C80).

II. BACKGROUND:

FAA requires airport sponsors (the City) to select or re-select a qualified airport consultant every five years through a selection process.

III. DISCUSSION:

Staff recently issued a Request for Statement of Interest and Qualifications to Perform Airport Planning, Environmental and Consulting Services for the New Coalinga Municipal Airport (C80). One response was received. A selection committee comprised of the City Manager, Assistant City Manager, and Airport Manager reviewed the response and deemed Mead & Hunt a qualified firm.

IV. ALTERNATIVES:

Do not authorize the City Manager to enter into a professional services agreement with Mead & Hunt and direct staff accordingly.

V. FISCAL IMPACT:

Executing the professional services agreement with Mead and Hunt places no additional cost onto the Airport budget since grant matching funds were budgeted.

ATTACHMENTS:

File Name	Description
Coalinga_MH_Master_Agreement_Signed.pdf	Mead & Hunt Professional Service Agreement

MEAD AND HUNT, INC.
MASTER PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon execution by the Client. The Scope of Work, Project Cost and Project Schedule sections of the subsequent Task Orders are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Task Orders are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Task Order, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Task Order or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or Task Order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or Task Order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the

Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable, unless/until a properly completed and valid tax-exemption form is received.

To the extent applicable, the Client recognizes meal costs will be charged based on per diem basis and construction managers and site engineers will charge hotel and meal costs on a per diem basis.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction cost costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's

experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Task Order.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent files a petition in bankruptcy is adjudicated bankrupt has an assignee, referee, receiver or trustee appointed in any creditor action has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:
Corbett Smith, CM
Senior Planner, Aviation
1360 19th Hole Dr., Suite 200
Windsor, CA 95492
corbett.smith@meadhunt.com

Client Project Manager:
Mercedes Garcia
Senior Administrative Analyst
155 W. Durian
Coalinga, CA 93210
mgarcia@coalinga.com

For Notices made pursuant to Article 12:
Legal Department: Mead and Hunt, Inc.
6737 W Washington Street, Suite 3500
West Allis, WI 53214
Sonya.Simon@meadhunt.com

For Notices made pursuant to Article 12:
Client Legal Department (optional)
Address
Address
Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE

TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO $100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

A. Worker's Compensation:
of a form and in an amount as required by state law

B. Employer's Liability:
$1,000,000 each accident
$1,000,000 disease, each employee
$1,000,000 disease, policy limit

C. Automobile Liability (including all owned, hired and non-owned vehicles):
$1,000,000 each accident

D. Commercial General Liability (bodily injury and property damage — combined single limit):
$1,000,000 each incident
$2,000,000 annual aggregate

E. Errors and Omissions:
$5,000,000 each incident
$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Task Order, this Agreement shall not be construed as imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other Project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A

PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any

IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which when taken together shall constitute one and the same agreement. The parties agree that a counterpart of this Agreement may be executed by a party and then delivered to the other party by facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original counterpart. The signatories below represent that they are duly authorized by the business entities they represent to sign this Agreement. The effective date of this Agreement is the later of the signature dates below.

Client: City of Coalinga

Name:	Title	Date

Mead and Hunt, Inc.:

Name:	Title	Date
Jeff Leonard JEFF LEONARD	VICE PRESIDENT	11/1/2023

such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with the Task Orders and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the subsequent Task Orders or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

EXHIBIT - SUPPLEMENTAL CONDITIONS

FEDERAL CONTRACT PROVISIONS

FEDERAL CONTRACT PROVISIONS

FAA,
Airports

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects
(Issued on January 20, 2023)

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The following provisions are hereby included in and made part of the attached Contract between CITY OF COALINGA and MEAD & HUNT, INC.

CONTRACT GUIDANCE

For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

For purposes of determining requirements for contract provisions, the term **"contract"** includes professional services, and subcontracts and supplier contracts such as purchase orders.

The term **"contractor"** is understood to mean a contractor, subcontractor, or **consultant;** and means one who participates, through a contract or subcontract (at any tier).

A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

SOURCE: 41 CFR Part 60-4, Executive Order 11246

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	**23.6**
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated

starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **CITY OF COALINGA, COUNTY OF FRESNO, CALIFORNIA.**

A3 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

SOURCE: Title 49 USC § 50101; Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers;* Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

NOT APPLICABLE

A5 CIVIL RIGHTS - GENERAL

SOURCE: 49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE: 49 USC § 47123, FAA Order 1400.11

Title VI Solicitation Notice:

The CITY OF COALINGA in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE : 2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed $150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE: 2 CFR Part 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704

Professional Services – This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND "ANTI-KICKBACK" ACT

SOURCE: 2 CFR Part 200, Appendix II(D), 29 CFR Parts 3 and 5

NOT APPLICABLE

A10 DAVIS-BACON REQUIREMENTS

SOURCE: 2 CFR Part 200, Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147

NOT APPLICABLE

A11 DEBARMENT AND SUSPENSION

SOURCE: 2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A12 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE: 49 CFR Part 26

Contract Assurance (49 CFR § 26.13; mandatory text) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than FOURTEEN days from the receipt of each payment the prime contractor receives from CITY OF COALINGA. The prime contractor agrees further to return retainage payments to each subcontractor within FOURTEEN days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY OF COALINGA. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

SOURCE: Executive Order 13513, DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE: 2 CFR § 200, Appendix II(K), 2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS

SOURCE: 49 CFR Part 32, Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency.

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SOURCE: 2 CFR Part 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE: 29 USC § 201, et seq, 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect

as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I), 49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

SOURCE: 2 CFR Part 200, Appendix II(C), 41 CFR Part 60-1

NOT APPLICABLE

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act

of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

SOURCE: 2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247, 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

NOT APPLICABLE

A22 RIGHT TO INVENTIONS

SOURCE: 2 CFR Part 200, Appendix II(F), 37 CFR Part 401

NOT APPLICABLE

A23 SEISMIC SAFETY

SOURCE: 49 CFR Part 41

NOT APPLICABLE

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts. DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is () is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

SOURCE: 2 CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

   In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

SOURCE: 49 USC § 50104, 49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become

erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

SOURCE: 49 USC § 47112(c)

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

SOURCE: 2 CFR § 200.322, 2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

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

Subject:	Direct Staff to Investigate Feasibility of Installing Signal at Intersection of Echo Canyon and Jayne Ave/SR33
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

This was a future agenda item requested by Councilman Vosburg. Staff does not have a recommendation.

II. BACKGROUND:

Councilman Vosburg would like to have staff investigate the feasibility of installing a signal somewhere along the corridor of Jayne Ave/Hwy33 between Merced Ave and Enterprise. If the Council would like staff to look into this, staff would reach out to a traffic engineer to assist in this effort and provide Council a cost at a future meeting before proceeding with the effort.

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

Not yet determined.

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject:	Authorize City Manager to Remove Wastewater License Requirement from Water Operator Job Descriptions
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Marissa Trejo, City Manager

I. RECOMMENDATION:

City Manager and Assistant City Manager recommend Council Authorize City Manager to Remove Wastewater License Requirement from Water Operator Job Descriptions.

II. BACKGROUND:

Currently, Water Operators are required to possess Wastewater Licenses, though Wastewater Operator classifications exist and already require such licenses.

III. DISCUSSION:

Removing the Wastewater License requirement from the Water Operator Job Description will not only allow Water Operators to advance through the Apprentice-IV levels, but also assist with recruitment in vacant positions.

IV. ALTERNATIVES:

Do Not Authorize City Manager to Remove Wastewater License Requirement from Water Operator Job Descriptions (not recommended)

V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject:	Approve Filing Agent Fee Schedule with Wulff, Hansen & Co. for Mark Roos Yearly Fiscal Status Reports and Annual Debt and Transparency Reports
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Mai Vang, Financial Services Director

I. RECOMMENDATION:

Authorize City Manager to approve attached Filing Agent Fee Schedule with Wulff, Hansen & Co. for Mark Roos Yearly Fiscal Status Reports and Annual Debt and Transparency Reports ("ADTRs") for FYE2023 and the preceding year.

II. BACKGROUND:

Any joint powers authority, including the Coalinga Public Financing Authority (the "PFA"), selling bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985, using the proceeds of the Marks-Roos bonds to acquire one or more local obligation(s) or transfers funds to a local obligor under the terms of a debt contract between a PFA and a Local Obligor, on or after January 1, 1996 is required to submit to the California Debt and Investment Advisory Commission ("CDIAC") Marks Roos Yearly Fiscal Status Reports ("MRYFSRs"), which are required to report annually on the fiscal status of the local obligations acquired until the final maturity of the acquired local obligations. The MRYFSRs must be submitted to CDIAC no later than October 30 of each applicable year.

Under SB1029, all state and local agencies are required to submit an annual report for any issue of debt for which it has submitted a report of final sale on or after January 21, 2017, with CDIAC. These reports are known as Annual Debt and Transparency Reports ("ADTRs"). The reports must be submitted within seven months after the end of each reporting period until the debt is no longer outstanding and all proceeds have been spent. The filing date for the City of Coalinga (the "City"), the Successor Agency to the Coalinga Redevelopment Agency (the "Successor Agency"), and the PFA is January 31 of each applicable year.

III. DISCUSSION:

For Fiscal Year Ending June 30, 2023 the PFA must file one MRYFSR and the City must file two MRYFSRs for the Water/Sewer 2021 bond series A and B. Furthermore, the PFA and the City each need to file their respective reports for Fiscal Year Ending June 30, 2022. MRYFSRs were previously filed for both entities for Fiscal Year Ending June 30, 2021.

For Fiscal Year ending June 30, 2023, the City must file one ADTR for the Fire ladder truck, the Successor Agency must file one ADTR for the 2018 bond, and the PFA must file two ADTRs for the Water/Sewer 2021 bond series A and B. Furthermore, the City, the Successor Agency, and the PFA each need to file their respective reports for Fiscal Year Ending June 30, 2022. ADTRs were previously filed for the applicable entities for Fiscal Year Ending June 30, 2021.

IV. ALTERNATIVES:

1. The City/Successor Agency/PFA could prepare and file the reports without a filing agent.
2. The City/Successor Agency/PFA could engage a different filing agent.

V. FISCAL IMPACT:

The cost for the Filing Agent to prepare and file the MRYFSRs and ADTRs is $450 per report. There are 14 total reports that need to be prepared and filed between Fiscal Years Ending June 30, 2022 and June 30, 2023. The total cost for filing all 14 reports is $6,300.

Fund	Account	Amount
GF	101-416-88100	900.00
Water	501-406-88100	2,250.00
Sewer	503-406-88100	2,250.00
Successor Agency	820-610-88100	900.00
		$6,300.00

ATTACHMENTS:

File Name	Description
20231011_-_FYE23_ADTR-MRYFSR_FilingAgentFeeSched_Coalinga_vF.pdf	Agreement Letter

WULFF, HANSEN & CO.
ESTABLISHED 1931
INVESTMENT BANKERS
100 SMITH RANCH ROAD, SUITE 330
SAN RAFAEL, CALIFORNIA 94903
(415) 421-8900

Mai Vang
Financial Services Director
City of Coalinga
155 West Durian
Coalinga, CA 93210

Dear Ms. Vang:

You have requested that we assist in the preparation and filing of Marks Roos Yearly Fiscal Report(s) ("MRYFSR report(s)") and Annual Debt and Transparency Reports ("ADTR report(s)"), in accordance with Government Code Section 6599.1(b) of the Marks-Roos Local Bond Pooling Act of 1985, as amended (Sections 6584 et seq.) and California Senate Bill No. 1029, respectively.

We understand that for FYE2023, you have three total MRYFSR reporting obligations with respect to the Coalinga Public Financing Authority's Revenue Bonds, Series 2021A and Series 2021B.

Furthermore, we understand that for FYE2023, you have four total ADTR reporting obligations with respect to the Successor Agency of the Former Redevelopment Agency of City of Coalinga's Tax Allocation Refunding Bonds, Series 2018, the Coalinga Public Financing Authority's Revenue Bonds, Series 2021A and Series 2021B, and the City of Coalinga Master Equipment Lease Purchase Agreement dated November 10, 2021.

This schedule contains our proposed fees for these services in connection with these three outstanding issuances. If this schedule is acceptable to you, please sign the acceptance at the end of the document.

Set-up Fee
Create templates for filings: Fee waived (one-time fee per reportable obligation).

Fees for Annual Services
Prepare and file FYE2023 MRYFSR reports with the California Debt and Investment Advisory Commission:

<u>Public Financing Authority Revenue Bonds, Series 2021A and Series 2021B</u>
$450 per report (per year) – three separate filings/reports are required with respect to this obligation

Prepare and file ADTR reports with the California Debt and Investment Advisory Commission:

Successor Agency Tax Allocation Refunding Bonds, Series 2018
$450 per report (per year)

Public Financing Authority Revenue Bonds, Series 2021A
$450 per report (per year)

Public Financing Authority Revenue Bonds, Series 2021B
$450 per report (per year)

Coalinga Master Equipment Lease Purchase Agreement dated November 10, 2021
$450 per report (per year)

We anticipate filing a total of 7 MRYFSR/ADTR for FYE2023.

Should you wish us to provide the same services with respect to other obligations, either currently outstanding or issued in the future, the annual fee will be determined based on the complexity of the filing and must be agreed to by both parties.

Fees for Filing Prior Year Reports
If WH is required to prepare, file and submit MRYFSR and ADTR reports for prior years in order to submit reports for FYE2023, WH shall charge $450 per report (per year) for any report filed with respect to years proceeding FYE2023.

We understand that for FYE2022, there are 3 overdue MRYFSR reports and 4 overdue ADTR reports. Furthermore, we understand that all applicable reports for FYE2021 were successfully filed.

Therefore, we anticipate preparing and filing 7 overdue MRYFSR/ADTR reports, in addition to the 7 MRYFSR/ADTR reports for FYE2023, on behalf of the City.

Expenses of Filing Agent
The Filing Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be paid by the City of Coalinga, subject to prior approval by the City.

Any filing fees or other out-of-pocket costs incurred by the Filing Agent in connection with its duties shall be reimbursed by the City of Coalinga at cost.

Reasonable out-of-pocket expenses incurred should the City of Coalinga request the Filing Agent to attend any in-person meetings in connection with its duties will be reimbursed by the City of Coalinga at cost.

Fees or reimbursements due the Filing Agent shall be payable within 30 days of receipt of an invoice for services provided.

No Municipal Advisory Relationship

You acknowledge and agree that in preparing and filing these reports we will be acting on our own behalf in a commercial, arm's-length transaction and not as a municipal advisor or fiduciary to you. You acknowledge that you have and will continue to consult with your legal and other professional advisors as you deem appropriate. You agree that you will not claim that WH has rendered municipal advisory services of any nature or respect or owes a fiduciary or similar duty to you in connection with the filing of these MRYFSR reports and ADTR reports or the process leading thereto. Any future municipal advisory arrangements between us would be described in a separate document and would not be connected with the service of preparing and filing the MRYFSR and ADTR reports. **We are not acting as a municipal advisor as defined in Section 15B of the Securities Exchange Act of 1934, as amended, in connection with the matters contemplated by this letter of agreement.**

Agreed and Accepted:
City of Coalinga

By_____
Authorized Officer

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

Subject:	Direct Staff to Post Road Diet Survey Results to City's Website, Facebook Page and Send to Caltrans
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

This was a Future Agenda Item requested by Councilman Vosburg. Staff does not have a recommendation.

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

Do not Direct Staff to Post Road Diet Survey Result to City's Website, Facebook Page and Send to Caltrans

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject:	Authorize City Manager to Execute a Lease Agreement between the City of Coalinga and Cenergy Power related to a Proposed Community Solar Facility Near Northwest Intersection of Firestone Road and South Alpine Avenue
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Council Consideration and Authorization for the City Manager to Execute a Lease Agreement Between the City of Coalinga and Cenergy Power Related to a Proposed Community Solar Facility Near the Northwest Intersection of Firestone Road and South Alpine Avenue .

II. BACKGROUND:

On August 3, 2023 Cenergy Power presented a proposed community solar project near the northwest corner of Firestone Ave and Alpine, property currently owned by the City of Coalinga. At the end of the presentation Council directed staff to work with Cenergy to develop a lease agreement to allow access to the property to perform due diligence to establish the sites feasibility for a solar project sized up to 5MW's.

III. DISCUSSION:

This lease option agreement between the City of Coalinga and BAP Power Corporation (Cenergy) would give Cenergy the rights to exclusively develop and build solar on up to 30 acres. See attached site plan. Exhibit 1 in agreement.
The lease option period would be for a two-year period. Cenergy would pay the City $2,000 in consideration and would limit Cenergy’s use of the land to site engineering work and surveys to establish the site’s feasibility for the Solar Project.

If Cenergy deems the site feasible during the lease option period, Cenergy has the discretion to lease the property for a term of 20 years with a required fixed rate of $1,500 per acre per year. The lease may be extendable twice at Cenergy’s discretion for 10 years each with substantially the same terms and conditions. Cenergy agrees to compensate the City for damage to crops or drainage tiles during the development period.

The City currently has an agriculture lease agreement with Lovelace Farms to occupy the entire 471 acres owned by the City which expires each year and historically been renewed each year for an additional 1 year term. If the Council chooses to approve the lease agreement with Cenergy, staff will contact the Lovelace’s to renew its existing lease with the provisions of allowing Cenergy access to the designated 30 acres during the 2-year due diligence period. If within the 2 year period, Cenergy determines that the project is feasible, the City will amend the lease agreement with the Lovelace’s to remove the land to be developed by Cenergy.

IV. ALTERNATIVES:

Do not approve a lease agreement with Cenergy.

V. FISCAL IMPACT:

The City will receive $2,000 per acre for the 2 year due diligence period and $1,500 per acre should they determine that the project is feasible. This could be a revenue source of up to $48,000 over the first 2 year period.

ATTACHMENTS:

File Name	Description
Engineering_Work_Lease_Agreement_-_Cenergy_Power.docx	Cenergy Lease Agreement
Exhibit_1_-_Site_Plan.pdf	Exhibit 1 - Site Plan

LEASE AGREEMENT

This LEASE AGREEMENT (this "Agreement") is effective as of this ____ day of November, 2023 ("Effective Date"), and is made by and between the CITY OF COALINGA, a municipal corporation ("Lessor"), and BAP POWER CORPORATION DBA CENERGY POWER ("Lessee"), on the terms and conditions set forth below.

1. Lease.

1.1 Property. Lessor is the fee simple owner of certain real property located near GPS coordinates 36.12382452824788, -120.2790265541065, just west of the northwest intersection of Firestone Road and South Alpine Avenue in Coalinga, CA 93210. Lessor hereby leases to Lessee the Property depicted on Exhibit 1 which contains up to 30 usable acres of the Property shall be designated for the solar site (the "Solar Site" or the "Property"), and Lessee hereby leases the Property from Lessor, on the terms and conditions set forth in this Agreement.

1.2 Purpose. Under the Agreement, Lessee shall have the exclusive and unobstructed rights to conduct site engineering work and surveys to establish the site's feasibility for a solar project sized up to 5MW AC (the "Solar Project").

1.3 Rights and Easements. Lessor hereby grants to Lessee any and all easements necessary for the purpose stated herein. Upon Lessee's request, Lessor shall execute and deliver to Lessee documents and instruments, satisfactory in form and substance to Lessor and Lessee, evidencing the rights and easements granted pursuant to this Agreement, and Lessee may record such documents and instruments in the official records of the county where the Property is located.

2. Term.

2.1 Original Term. The term of this Agreement (the "Original Term") shall commence on the Effective Date stated herein above and continue until the twenty-four (24) month anniversary of the Effective Date.

2.2 Renewal Option. If, at the end of the above described term, Lessee deems the Solar Site to be feasible for the Solar Project during the Original Term, Lessee may, at its option, lease the Solar Site from Lessor for a term of 20 years in furtherance of the Solar Project. Upon Lessee's exercise of this option, the Parties will memorialize their agreement by entering into a separate ground lease materially consistent with these terms. The Lease shall have a fixed lease rate of $1,500 per acre per year. Such lease may be renewable 2 times at Lessee's election for 10 years each at substantially the same lease terms and conditions as the initial term.

3. Rent. In consideration of the rights granted to Lessee in this Agreement, Lessee will pay Lessor commencing on the Effective Date and continuing until the end of the Original Term, unless this Agreement is sooner terminated. Lessee shall pay Lessor a flat fee equal to two thousand dollars ($2,000.00). Lessee shall pay this fee on the earlier of either (a) 2 months from the Effective Date or (b) once preliminary interconnection capacity is confirmed to be available by the applicable utility company.

4. Development and Operation.

4.1 Lessee Responsibility. Lessee shall have sole control and responsibility for any and all site engineering work and surveys. Lessor shall not, directly or indirectly, interfere with any such undertakings or activities of Lessee, or engage in any activity that might cause a disturbance of any activity at the Property. Lessee agrees to comply with all municipal, county, state, and federal law.

4.2 Insurance. Prior to occupying the Property, Lessee shall obtain a general liability insurance policy insuring against bodily injury, personal injury, and property damage caused by Lessee's use of the Premises in an amount not less than two million dollars ($2,000,000) of combined single limit liability coverage per occurrence, accident or incident. Lessor shall be named as additional insured on all such policies of insurance. Lessee shall cause its insurers to issue endorsements identifying Lessor as an additional insured.

5. Taxes. Lessor shall be responsible for, and shall timely pay before the same become delinquent, all taxes, assessments, or other governmental charges that are imposed on, or arise in connection with, the Property.

6. Maintenance. In the event Lessee fails to maintain the Premises in good order, condition and repair, Lessor shall give Lessee notice to do such acts as are reasonably required to maintain the Premises. In the event Lessee fails promptly to commence such work or diligently prosecute the same to completion, Lessor may but is not obligated to do such acts and expend such funds at the expense of Lessee as are reasonably required to perform such work. Any amount so expended by Lessor shall be paid by Lessee promptly after demand with interest at ten percent (10%) per annum from the date of such payment. Lessee shall keep common and parking areas in a neat, clean or orderly condition and shall repair any damage to the facilities thereof.

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

If the Lessor fails to defend and indemnify as set forth in this Agreement, the Lessee may bring a separate suit against the Lessor for failure to do so. For purposes of any such potential suit the Lessor hereby waives any and all applicable statutes of limitations applicable to indemnity claims arising in connection with prosecution of a lawsuit and the party's rights and obligations for indemnity shall flow from this written agreement.

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

If the Lessee fails to defend and indemnify as set forth in this Agreement, the Lessor may bring a separate suit against the Lessee for failure to do so. For purposes of any such potential suit the Lessee hereby waives any and all applicable statutes of limitations applicable to indemnity claims arising in connection with prosecution of a lawsuit and the party's rights and obligations for indemnity shall flow from this written agreement.

8. Default; Termination.

8.1 Notice and Cure. In the event of an alleged breach or default by either party of any representation, warranty, or obligation under this Agreement, the non-defaulting party shall provide the defaulting party with a reasonably-detailed written notice of such default and a sixty (60) day opportunity to cure such default; provided, however, that if curing the default will reasonably take longer than the said sixty (60) day time period, the defaulting party shall have such

time period reasonably necessary to cure such default, provided that the defaulting party commences to cure the default within the initial sixty (60) day period. Following the application of the foregoing notice and cure requirements, the non-defaulting party may terminate this Agreement and/or exercise any other rights or remedies available to it at law or in equity; provided, however, that the non-defaulting party shall use commercially reasonable efforts to mitigate its damages arising from such default.

8.2 Termination. Notwithstanding any provision of this Agreement to the contrary, Lessee may terminate this Agreement at any time by written notice to Lessor; provided, however, that any notice of termination following the Operations Date shall not be effective until thirty (30) days following Lessor's receipt of such notice. In the event this Agreement is terminated by Lessee in accordance with this section, Lessor authorizes Lessee to execute and record a notice of termination evidencing such termination.

9. Assignment and Sublease. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage otherwise encumber all or any part of Lessee's interest in this Lease or in the Premises, and shall not sublet or license all or any part of the Premises, without the prior written consent of Lessor in each instance, with such consent not being unreasonably withheld and any attempted assignment, transfer, mortgage, encumbrance, subletting or license without such consent shall be wholly void.

10. Miscellaneous.

10.1 Entire Agreement. This Agreement, together with its attached exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, all of which shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the parties hereto. The terms and conditions of this Agreement are not to be construed more liberally in favor of, or more strictly against, either party to this Agreement. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit, or otherwise affect the scope, meaning, or intent hereof.

10.2 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the state in which the Property is located without reference to the choice of law principles of such state or any other state.

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

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

10.5 Costs and Attorneys' Fees. In the event that any party hereto institutes an action or proceeding for a writ of mandate or declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of this Agreement or the transactions contemplated hereby, or in the event any party is in breach of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded, including those incurred in connection with (a) an assertion of any affirmative defense in connection with such action, (b) any appellate review of the judgment rendered in such action or of any other ruling in such action, or (c) any proceeding to enforce a judgment in such action.

10.6 Choice of Law. The Property is located in the County of Fresno, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Fresno County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Both parties hereby waive any rights they may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

10.7 Mediation. Should a dispute arise between any of the parties, the dispute will be submitted to mediation before litigation. Any party may start the process by giving written notice to the other party. The mediator will be selected and mediation conducted through the California Mediation Rules and Procedures, or with the mutual consent of the parties, by another mediation organization or mediator. The mediation will be confidential in accordance with California Evidence Code 1152.5 and the parties will equally bear the mediation costs.

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

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

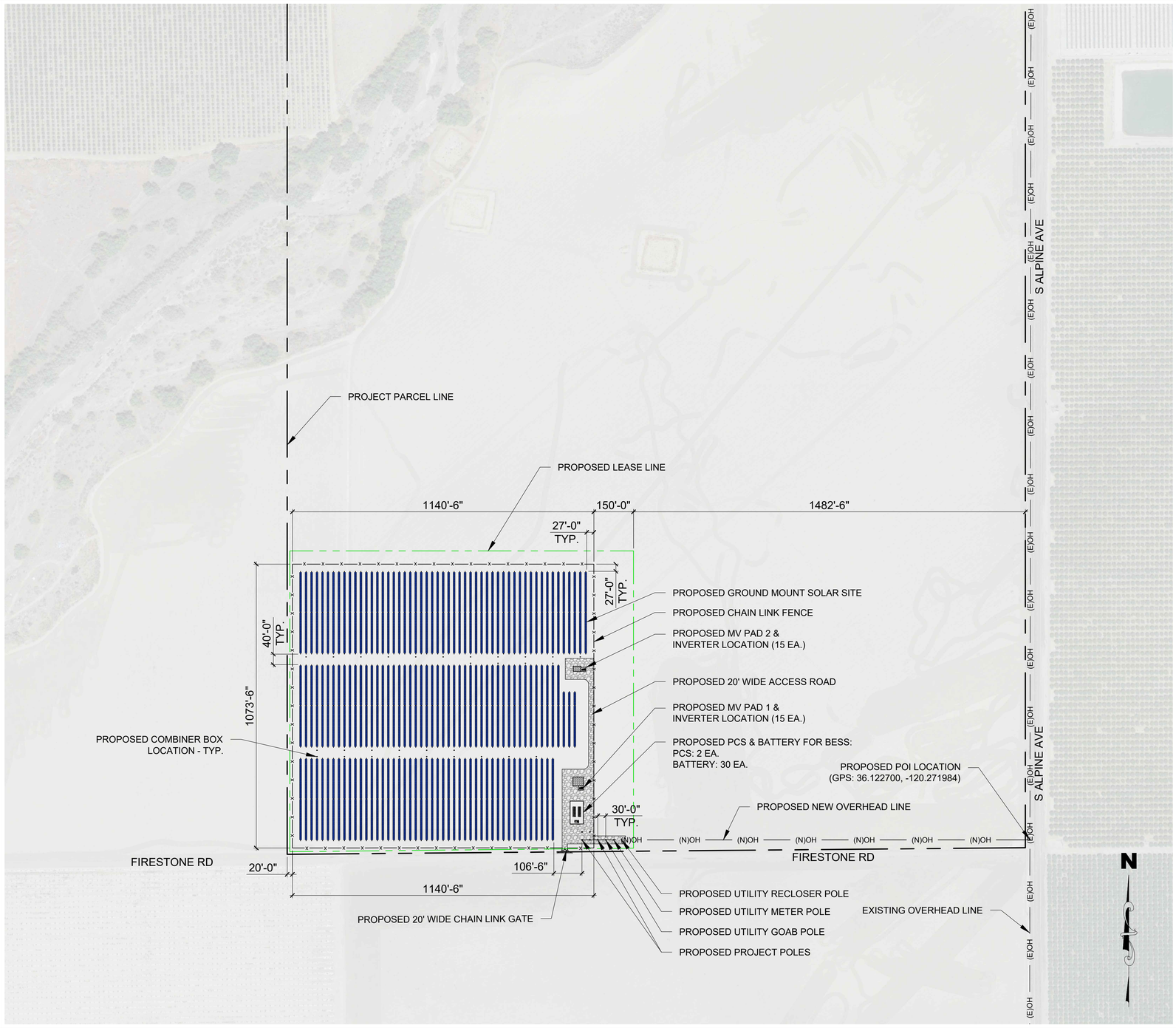
LESSOR:	LESSEE:
_____	_____
Marissa Trejo, City Manager City of Coalinga	William Pham, CEO BAP Power Corporation DBA Cenergy Power
Address for Payment and Notices: 155 W. Durian Coalinga, CA 93210 559-935-1533	Address for Payment and Notices: 26880 Aliso Viejo Parkway, Suite 100 Aliso Viejo, CA 92656 760-603-1933

EXHIBIT 1
PROPERTY/PREMISES

SOLAR PROJECT PLUS STORAGE SITE PLAN

CITY OF COALINGA

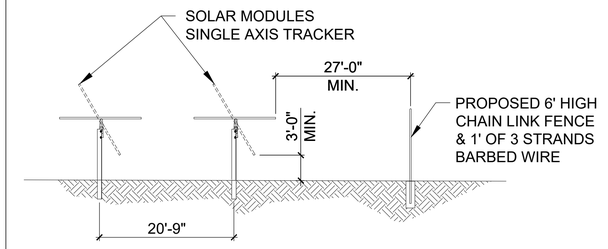
ADDRESS: FRESNO COUNTY, CA 93210 GPS: 36.123168, -120.277551 APN: 08502058T



1 **SOLAR POWER SYSTEM SITE LAYOUT** SCALE: 1" = 200'



2 **VICINITY MAP** N.T.S



3 **TYPICAL RACKING SYSTEM** N.T.S

MODULE MFG: SEG SOLAR INC.
MODULE P/N: SEG-550-BMA-BG, 550Wp. **MODULE QTY.:** 12,150
TOTAL STRING: 450 **MODULES/STRING:** 27
RACK QTY.: 148 (81 MODULE/RACK)
03 (54 MODULE/RACK)
INVERTER MFG: YASKAWA SOLECTRIA SOLAR
INVERTER P/N: XGI 1500-166/166 [600V] **INVERTER QTY.:** 30
BESS PCS: EPC POWER CORP.
BESS PCS P/N: 50-100181 [600V] (DERATED TO 1200kW/kVA) **BESS PCS QTY.:** 2
BATTERY MFG: CONTEMPORARY AMPEREX TECHNOLOGY CO., LIMITED
BATTERY P/N: CATL O852280-E, 372.7 kWh. **BATTERY QTY.:** 30
GCR: 36%
RACKING SYSTEM: SINGLE AXIS TRACKING SYSTEM
FENCE: 6' HIGH CHAIN LINK FENCE & 1' OF 3 STRANDS BARBED WIRE.
TOTAL AREA: 28.1 ACRES (APPROX. INSIDE PERIMETER FENCE)
TOTAL CAPACITY: 6,682.5000 kW-DC (STC).
4,980.0000 kW-AC (NAMEPLATE).
2,400.0000 kW-AC (BESS - 4 HOURS).

4 **PROJECT DATA** N.T.S

☐ IXN ☐ BID SET ☐ IFP ☐ IFPR ☐ IFC ☐ AS BUILT

CENERGY
3176 LIONSHEAD AVENUE, #200
CARLSBAD, CA 92010
www.CenergyPower.com
TEL: 760.603.1933 FAX: 760.683.3116

APPROVED

NO.	DATE	INITIAL	REVISION DESCRIPTION
X1	05/19/23	VN	INITIAL RELEASED
X2	05/22/23	VN	MOVED SYSTEM TO THE SOUTHWEST CORNER, TRACKER SYSTEM
X3	10/14/23	KOA	UPDATED LAYOUT PER SEG 550Wp, BESS AC COUPLED, SPS FORMAT

OWNER

PROJECT: CITY OF COALINGA
ADDRESS: FRESNO COUNTY, CA. 93210
GPS: 36.123168, -120.277551

SHEET TITLE: DETAILED SITE PLAN

SHEET NO.: SP301

CAD FILE: SPS_City Of Coalinga (###)_DetailedSitePlan_003.dwg
..\1 Master Xref\Master\Layout_City Of Coalinga (###)_003.dwg

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

Subject:	Authorize and Approve Contracts for CY 2022 Intergovernmental Transfer Program Participation
Meeting Date:	Thursday, Novermber 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Greg DuPuis, Fire Chief

I. RECOMMENDATION:

The Fire Chief and City Manager recommend authorizing the Fire Chief or the City Manager to sign contracts for participation in the CY 2022 Intergovernmental Transfer Programs. The Health Plan Provider Agreements for Anthem Blue Cross and CalViva Health will be sent to the City once the CY 2022 VRRP IGT Agreement is approved by Council and signed by the City.

1. CY 2022 VRRP IGT Agreement
2. Health Plan Provider Agreement between the City of Coalinga and Anthem Blue Cross.
3. Health Plan Provider Agreement between the City of Coalinga and CalViva Health.

II. BACKGROUND:

Since 2006 the California Department of Health Care Services (DHCS) has offered local governments that provide health care the opportunity to secure additional Medi-Cal revenues by participating in a voluntary Intergovernmental Transfer (IGT) Program with their local Medi-Cal managed care plans. In Fresno County the two managed care plans are Anthem Blue Cross and CalViva. The Coalinga Fire Department provides EMS ambulance transport, a Medi-Cal covered service to Medi-Cal plan members, therefore is eligible to participate in the IGT program. In summary, the IGT process will result in the two Medi-Cal Managed Care Plans paying governmental providers of health care services additonal Medi-Cal revenues to offset previously unreimbursed charges for serving Medi-Cal plan members. The payment amounts are determined by the provider's unreimbursed charges, the number of other local government providers participating in the IGT's in the county or region, the Plan's recommendations, and the State's formulas. The Fire Department has participated in the Rate Range IGT's since 2015.

III. DISCUSSION:

A rate range IGT is implemented through three contracts: One with each of the two plans and one with the DHCS for the transfer of public funds. The contract templates have been approved by the State and Federal governments and have been accepted by many counties and large public health care systems. These documents spell out each entity's obligations regarding transfer of local funds, the use of the funds by the State to increase Plan rates, the payment from the Plan to the provider, and the treatment of the IGT-funded payments by the provider. Before any funds are transferred to the State by a local government, all contracts are signed by the participants. Each IGT, including the contributing governmental entity and the level the Plan rates are increased, are approved in advance by the Federal government. Because our city will do one IGT with Blue Cross and one with CalViva, we will have two sets of documents.

The contracts this year will encompass one full calendar year. Since our participation is based on unreimbursed charges from the Managed Care Medi-Cal plans, our participation will be slightly more since adding a third ambulance for part of this calendar year. Participation in this program has allowed us to create our Non-safety EMS division of the Fire Department.

We will be using proceeds from the previous year's participation to fund this contribution.

IV. ALTERNATIVES:

1. Do not participate in the VRRP IGT program. (Not recommended)

V. FISCAL IMPACT:

Our total to be transferred to DHCS for CY 2022 will be approximately $1,179,136 and will occur 1st quarter 2024. The minimum we will be reimbursed will be $2,801,980, which will result in net new funds of approximately $1,622,844 to be spent on healthcare services.

ATTACHMENTS:

	File Name	Description
🗋	CY_2022_IGT_City_of_Coalinga.pdf	CY 2022 IGT City of Coalinga

INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES ("DHCS") and CITY OF COALINGA ("GOVERNMENTAL FUNDING ENTITY") with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month ("PMPM") contribution increments multiplied by member months, as reflected in Exhibit 1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2022, through December 31, 2022 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-

related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the "Estimated Member Months," in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2022, through December 31, 2022 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2022. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as Intergovernmental Transfer (IGTs), to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share

of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2022, through December 31, 2022, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a

20 percent fee. DHCS has determined that $ 0.00 of the transfer amounts, as shown in the table below, will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS simultaneously with the transfer amounts made under Section 1 of this Agreement. If at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email or submitted in writing to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address as set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Greg DuPuis, Fire Chief
300 West Elm Avenue
Coalinga, CA 93210
(559) 935-1652
gdupuis@coalinga.com

With copies to:

Insert CC Info as identified by Funding Entity

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2022, and shall expire as of June 30, 2025 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

CITY OF COALINGA:

By: _____ Date: _____

(Funding Entity Signer)

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

David Bishop, Acting Division Chief, Capitated Rates Development Division

Exhibit 1

Health Plan	Funding Entity	County	Service Period	Participation %
CalViva Health	City of Coalinga	Fresno	1/2022 - 12/2022	3.86%

Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	$ 0.10	1,697,955	$ 169,796
Child	UIS	$ 0.17	34,842	$ 5,923
Adult	SIS	$ 0.25	661,460	$ 165,365
Adult	UIS	$ 0.49	129,559	$ 63,484
ACA Optional Expansion	SIS	$ 0.05	951,175	$ 47,559
ACA Optional Expansion	UIS	$ 0.42	102,018	$ 42,848
SPD	SIS	$ 0.80	219,608	$ 175,686
SPD	UIS	$ 1.55	15,958	$ 24,735
SPD/Full-Dual	SIS	$ 0.21	136,532	$ 28,672
SPD/Full-Dual	UIS	$ 0.59	453	$ 267
Est. FE Total			3,949,560	$ 724,335

Health Plan	Funding Entity	County	Service Period	Participation %
Anthem Blue Cross	City of Coalinga	Fresno	1/2022 - 12/2022	5.10%

Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	$ 0.13	630,567	$ 81,974
Child	UIS	$ 0.20	11,585	$ 2,317
Adult	SIS	$ 0.29	257,475	$ 74,668
Adult	UIS	$ 0.56	35,419	$ 19,835
ACA Optional Expansion	SIS	$ 0.08	530,628	$ 42,450
ACA Optional Expansion	UIS	$ 0.70	37,367	$ 26,157
SPD	SIS	$ 0.08	92,024	$ 7,362
SPD	UIS	$ 0.53	6,632	$ 3,515
SPD/Full-Dual	SIS	$ -	50,805	$ -
SPD/Full-Dual	UIS	$ -	219	$ -
Est. FE Total			1,652,721	$ 258,278

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

* FMAP is a weighted blend of multiple FMAPs.

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

Subject:	Direct Staff to Investigate what other Cities do with Burnt Buildings and Abatement to Shorten Timeframe
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Marissa Trejo, City Manager

I. RECOMMENDATION:

This item was requested as a Future Agenda Item by Councilman Vosburg and was already in process at the time of the request.

II. BACKGROUND:

III. DISCUSSION:

None at this time. Information collected will be brought back to Council at a later date for consideration.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject:	Consideration of Bid Award for Ramsey Park Splash Pad Project – Modular Restroom Supplier
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

It is recommended that the Coalinga City Council award a Contract in the amount of $382,527.43 to Green Flush, 1420 N Columbia Ridge Way, Washougal, WA, 98671 for the Ramsey Park Splash Pad Project – Modular Restroom. It is also recommended that a contingency of 10% ($38,252.74) be included in the Council action to cover any unforeseen incidentals for a total authorization amount of $420,780.17.

II. BACKGROUND:

April 21, 2022, the Coalinga City Council authorized funds for proposals for the Ramsey Park Splash Pad Project. The project includes hiring a subconsultant to prefabricate and deliver a CMU block modular restroom in Ramsey Park for the General Supplier to install. Elements of hiring a subconsultant and purchasing a restroom structure include: certified engineered drawing plans, specifications, installation instructions, and ordering & delivering of all structure elements and materials.

III. DISCUSSION:

City Staff received and opened three proposals for this project on October 9, 2023. In no particular order, the proposals are:

Company	Proposal Total
Green Flush	**$378,758.90**
Public Restroom Company	**$431,981.00**
Structure Cast	**$218,915.00**
Urban Blue Smart	**$551,000.00**

The apparent responsive lowest bidder is Structure Cast with a total bid proposal of $218,915.00. However, they produced a proposal of a precast concrete building and not the requested CMU block building, creating a non-responsive bid.
The next apparent lowest bidder is Green Flush with a base bid proposal of $378,758.90, they proposed everything requested, creating a responsive bid.
The proposal summary is included as Attachment “A”. If the City Council decides to award the project to Green Flush, and the “Notice to Proceed” is issued, the supplier will start the work on Tuesday, November 21, 2023. The following is a tentative schedule:

Award of Contract: November 02, 2023

Start of Planning: November 21, 2023
Earliest Materials can be Delivered: August 06, 2024

IV. ALTERNATIVES:

Green Flush proposed an additive alternate (add alt) to add on an attached shower for an additional $3,458.00. The project currently has a proposed $7,000.00 (without tax and delivery) shower from an independent company on the budget and it is recommended to accept this add alt from Green Flush. The new total with the add alt is $382,527.43.

Coalinga City Council to award the contract and authorize the Mayor and City Clerk to execute the Public Works Agreement in the amount of $382,527.43 plus a contingency amount of $38,252.74 for a total authorized amount for this project of $420,780.17.

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

V. FISCAL IMPACT:

Total authorization request for this contract is $382,527.43 with an additional 10% contingency of $38,252.74 for a total of $420,780.17. This project is funded with a combination of ARPA funds and Park Development Impact Fees which has the available funds to meet the needs of this project. The annual operation and maintenance costs of structure will be included in the overall park's operation and maintenance plan.

This will have no impact on the general fund.

ATTACHMENTS:

File Name	Description
2943-03_RR_Summary_Table.pdf	RR Summary Table
2943-03_RR_Green_Flush_Proposal_R1.pdf	RR Flush Proposal

Ramsey Park Project
Modular Restroom Structure - RFP 22-008-03
RFP Summary Results

Company - Manufacturer	Proposal Total	Add Alt Total Price	Notes	Timeline
Green Flush	**$ 378,758.90**	**$ 382,527.43**	Proposal included: Concrete Masonry Unit (CMU) block walls, metal roof, 2 uni-sex restrooms and custom utility room. Additional items included the requested layout, 2 water fountains, and add alt 1 shower.	Start Design: 11/21/2023 Finish Design: 03/18/2024 Finish Build: 07/26/2024 **Deliver: 08/06/2024**
Public Restroom Company (PRC)	**$ 431,981.00**	**$ -**	Proposal included: Concrete Masonry Unit (CMU) block walls, metal roof, 2 uni-sex restrooms and custom utility room. Additional items included the requested layout, 2 water fountains and 1 water bottle fountain, and 2 showers.	Start Design: 11/21/2023 Finish Design: 05/07/2024 State Approval: 06/06/2024 **Finish Install: 05/27/2025**
Structure Cast	**$ 218,915.00**	**$ -**	Proposal included: Precast concrete walls which was not what was requested in the RFP thus a non-responsive bidder.	Start Design: 11/21/2023 Finish Design: 01/08/2024 Deliver: 02/29/2024 **Finish Install: 03/07/2026**
Urban Blue Smart	**$ 551,000.00**	**$ 631,000.00**	Proposal included: Precast concrete walls which was not what was requested in the RFP thus a non-responsive bidder. Proposal price is for on non-automated cleaning restroom and add alt is for automatic cleaning restroom.	Start Design: 11/21/2023 Finish Design: 05/07/2024 Deliver: 05/14/2024 **Finish Install: 05/17/2024**



GREEN FLUSH
RESTROOMS

Proposal for RFP 22-008-03
Quote #CC01
Presented to:
Tri City Engineering on Behalf of City of Coalinga, CA

Prefabricated Restroom for Ramsey Park

10/24/2023



Introductory Letter

Dan Jauregui
Tri City Engineering
4630 W. Jennifer Ave, Suite 101

Dear Dan,

Green Flush Restrooms is pleased to present our proposal to Tri City Engineering to provide a prefabricated restroom for the City of Coalinga's Ramsey Park. This proposal is for a match to the specifications listed in the RFP 22-008-03, minus the exceptions listed at the end of this proposal.

Green Flush Restrooms is especially qualified to provide the restroom for the City. Our projects number over 150 restroom buildings in 30 states and two Canadian provinces. Our factory partner for this project is Whitley Manufacturing, a company that has shipped almost 40,000 modular units since it was founded in 1945. Whitley Manufacturing provides modular buildings nationwide. Their design and engineering team as well as the Green Flush team is adept at designing structures to meet state and local codes.

Green Flush understands that timeline is very important for this project. While there is too much out of our control to guarantee a delivery date, we expect a lead time of seven months if the City of Coalinga reviews the plans and engineering in a reasonable amount of time. Our company and our supplier will make special efforts to move this project to the front of the queue at every stage of production.

Sincerely,

Kyle Earlywine
Co-Owner, Green Flush Restrooms
Phone: (360) 718-7595 x4
Email: kyle@greenflushrestrooms.com
1420 N Columbia Ridge Way
Washougal, WA 98671

Quote Description

Per specs in attached Quote #50552-8(REV. #1) by Whitley Manufacturing.

Green Flush's custom two cabin restroom building with extra large mechanical room constructed in two modules and delivered to Coalinga, CA ready for operation after others stich the modules together and connect the building to sewer, water, and power. Exterior walls are split-face concrete block. Interior cabin walls are painted block. Also includes metal roofing, concrete floor with floor drain in cabin, passive ventilation system, split level drinking fountains, glass block windows, baby changing tables, interior and exterior lights, stainless steel fixtures (toilets and sinks), sensor-operated sink faucets, seat cover dispensers, paper towel dispensers, recessed waste receptacles, sanitary napkin receptacles, digital comment card, and occupancy indicators on hollow metal doors.

A Green Flush team member will be on-site for technical support during the installation.

Item	Price
Restroom building as described	$305,688.00
Delivery of restroom building to Coalinga, CA	$35,400.00
Crane rental for installation	$6,461.00
Subtotal	**$347,549.00**
8.98% State and local sales tax	**$31,209.90**
Total	**$378,758.90**

EL

ENGINEERS COST WITH ADD ALT

Restroom building as described	$ 305,688.00
Exterior shower	$ 3,458.00
Delivery to Coalinga, CA	$ 35,400.00
Crane rental for installation	$ 6,461.00
Sub Total	$ 351,007.00
Tax (8.98%)	$ 31,520.43
Total	**$ 382,527.43**
10% Contingency	$ 38,252.74
Grand Total	**$ 420,780.17**

Option	Price w/o Tax	QTY	Subtotal
Water heater for sinks	$931.00	1	$931.00
Speakman Sentinel Mark II 2.5 GPM exterior shower	$3,458.00	1	$3,458.00
Green Flush supplied plumber and electrician for connection to utilities within the building after installation	$4,000.00	1	$4,000.00

Site work is not included. Pricing is guaranteed through 12/15/2023. See bid exceptions at the end of this proposal. This quote is based on Green Flush's Standard Terms and Conditions (see separate attachment). The payment terms are listed below.

Delivery

The restroom will be delivered on a semi-truck to the installation site or as close as the semi-truck can get to the installation site.

Green Flush Restrooms purchases carbon offsets for all travel, shipping, and office energy.

Installation Site

131 E Cedar Avenue
Coalinga, CA 93210

Crane Rental

Each restroom module is estimated to weigh 45,000 pounds. The weight may change, and final weight estimates will be reported once construction is underway. The weight is estimated and inexact, so we recommend confirming with the crane company that the weight is not close to the limit of the planned crane.

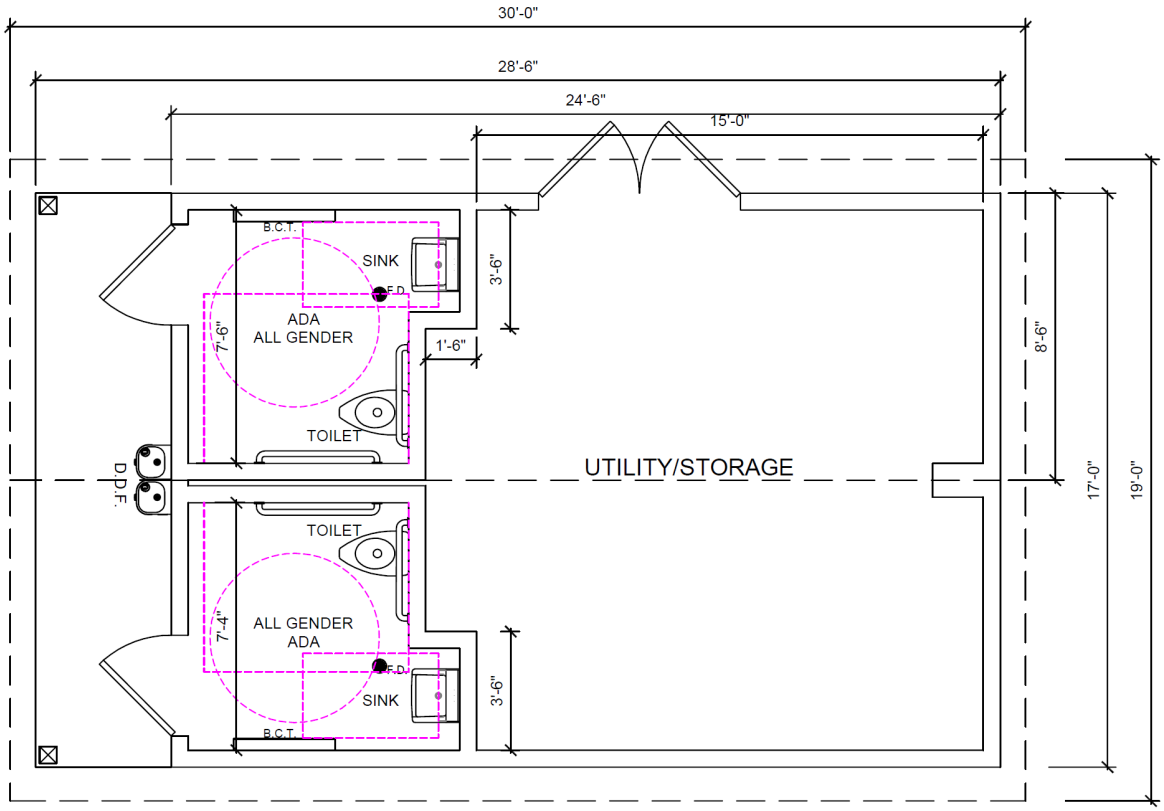
Warranty

All materials and equipment provided by Green Flush Restrooms will have a five-year full warranty beginning on the date the customer is notified the restroom is ready to ship.

Customer Milestones

Due to the recent pandemic, natural disasters, and steel tariffs; material costs will need to be reviewed if the customer misses approval milestone dates agreed upon in a published schedule. Green Flush Restrooms reserves the right to revise and pass along price increases due to missed milestones.

Floor Plan and Design Concept Rendering





These colors are not final. Color selections are decided by the customer.
The covered porch shown in floor plan is not included in this price.

Restroom Specifications

WHITLEY
Manufacturing | Evergreen | East
201 W. First Street S. Whitley, IN 46787 Phone (260) 723-5131 Sales Fax (260) 723-6396 whitley@whitleyman.com
10/16/2023 10:59 AM

		10/13/2023 8:50
CUSTOMER:		***GREENFLUSH TECHNOLOGIES (CITY OF COALINGA, CA PROJECT)***
SALESPERSON:		KEN EARLYWINE/ JARED YOUNG
ESTIMATOR:		LARRY HIGH
FACTORY:		IN
BUILDING:		24'-6"X17'-0" CMU BLDG. (2-CONVENTIONAL UNISEX RESTROOMS- (NO PORCH))
UNITS:		(2) 24'-6"LX8'-5 1/4"W MODULES WITH A 26'X19' BLDG. WITH OVERHANG.
CODE:		2022 CBC/ 2021 IBC (NO ENERGY CODE COMPLIANCE)
STATE:		CA
QUOTE #		**50552-8(REV. #1)**
FRAME:		
	TYPE:	PERIMETER
	MAIN BEAM:	C8"X18.75#/FT CHANNEL AROUND PERIMETER
	MISC.:	PRIME PAINT ANGLE IRON
	X-MEMBER:	NONE
	HITCH:	NONE
	AXLES:	NONE
	MISC:	(12) BOLT-ON LIFTING LUGS SET IN CONCRETE (6 PER MODULE)
		NO SEISMIC PLATES WERE QUOTED
FLOOR:		
	BTM BOARD:	NONE
	INSULATION:	NONE
	JOISTS:	NONE
	DECKING:	NONE
	MISC:	8" THICK 4000 PSI **LIGHT WEIGHT** CONCRETE FLOOR W/ #4 RE-BAR 6" O.C. THE
		LONG WAY AND 12" ON CENTER THE SHORT WAY. **(NO COLOR)**
	MISC.:	CONCRETE IS TO HAVE "PENETRON" ADMIXTURE SINCE NO COLOR
	MISC.:	CONCRETE IS TO HAVE 2-COATS "SILENCURE" "SRT" SEALER OVER
		A LIGHT BROOM FINISH
	COVERING:	NONE (LIGHT BROOMED NATURAL CONCRETE FINISH)
	DUCT:	N/A
	BASE TRIM:	**NONE**
	MISC.:	INSTALL (4) 1" THICK 12"X18" STEEL BAR GRATES OVER 1/4"X1.5X1.5 ANGLE
		IRON SET INTO (2) 18"X24" OPENINGS FOR WASTE MANIFOLDING AND UTILITIES
EXTERIOR WALLS		
	CMU:	127 LF 6" CMU WALLS 8'-0" HIGH W/ 2 BOND BEAMS AND 2 #4 REBAR
		VERTICAL RE-INFORCING AT 24" O.C. WITH #4 RE-BAR, HEADS OF OPENINGS WERE
		QUOTED WITH (7) STEEL EXPOSED PAINTED LINTELS), DURAWALL WIRE

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		WAS QUOTED AT 16" O.C., BLOCK IS NATURAL (NO COLOR) SPLIT FACE EXT. /SMOOTH
		INT. W/ MATCHING MORTAR, SEALER QUOTED ON EXTERIOR WITH VERTICAL
		RE-BAR DRILLED & EPOXIED INTO SLAB
	STUDS:	2"X6" @ 16"O.C. (IN (2) GABLES ONLY AT 17' ENDWALLS)
		(110 MPH WIND LOAD DESIGN)
		(BOTTOM PLATE PRESSURE TREATED & ANCHORED TO BLOCK W/ ALTHREAD ROD)
	WALL HEIGHT:	8'-0" (EAVE) TO 10'-2" (PEAK) FINISHED CEILING HEIGHT
	COVERING:	NONE 8'-0" HIGH (EXPOSED BLOCK ONLY 8'-0" HIGH IN ALL ROOMS)
	MISC.:	PAINT INT. CABIN WALLS 2-COATS 1-COLOR PAINT (WHITE ONLY IN MECH. ROOM)
		(HARDI-PANEL STUCCO PAINTED ABOVE CMU IN GABLES- INSTALL HORIZONTAL
		OVER OSB AND PAINTED TO MATCH WALL COLOR)
		(CMU BLOCK TO BE HELD BACK @ SEAMLINE FOR INSTALL BY OTHERS AT SITE.)
	COLOR:	TO BE SELECTED FROM MANUFACTURERS STD COLORS
	SHEATHING:	1/2" CDX PLYWOOD OR 7/16" OSB (IN GABLES ONLY)
	SHEATHING:	AIR INFILTRATION BARRIER (IN GABLES ONLY)
	INSULATION:	R-19 KRAFT FACED (IN STUD CAVITY IN GABLES ONLY)
	SIDING:	NONE (NATURAL (NO COLOR) SPLIT FACE CMU EXTERIOR WITH SEALER 8'-0" HIGH)
	SIDING:	LP SMART PANEL CEDAR TEXTURE (IN GABLES ABOVE CMU ONLY)
	TRIM:	1X4 SMART TRIM STAINED (IN GABLES ONLY)
	SKIRTING:	NONE EXPOSED FRAME AROUND CONCRETE (PAINTED BLACK)
	MISC.:	SHRINKWRAP
	MISC.:	**NO WALL VENTS QUOTED**
INTERIOR WALLS		
	CMU:	42 L.F. X 8'-0" HIGH PARTITION WALLS W/ 6" SMOOTH CMU
	STUDS:	2"X6" @ 16"O.C. (ABOVE CMU PARTITION WALL AND ANGLED URINAL WALLS ONLY)
	COVERING:	NONE 8'-0" HIGH (EXPOSED SMOOTH CMU 8'-0" HIGH IN ALL ROOMS)
	MISC.:	PAINT INTERIOR CABIN CMU ONE-COLOR PAINT (WHITE ONLY IN MECH. ROOM)
		(HARDI-PANEL STUCCO PAINTED ABOVE CMU IN GABLES- INSTALL HORIZONTAL
		OVER OSB AND PAINT TO MATCH WALL COLOR)
	COLOR:	TO BE SELECTED FROM MANUFACTURERS STD COLORS
	INSULATION:	R-11 UNFACED (ABOVE BLOCK WALLS ONLY AROUND MECHANICAL ROOM)
ROOF:		
	RAFTERS:	2X8 S.P.F. #2 @ 16" O.C.
		3:12 GABLE PITCH (30# LIVE LOAD)
	MATE BEAM:	WOOD LAM BEAM
		LAYERS AS REQUIRED
		MAX SPAN OF (26) FT
	CEILING:	PAINTED 5/16" HARDI-PANEL (STUCCO PATTERN) OVER 7/16" OSB
		FINISHED CEILING HEIGHT OF 8'-0" TO 10'-2" (FOLLOWS PITCH OF RAFTERS)

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	INSULATION	R-22 UNFACED (KRAFT FACED WHERE REQ'D W/ GYP)
	SHEATHING	5/8" CDX PLYWOOD
	ROOFING:	26 GA. HORIZON-LOC STANDING SEAM
	MISC.:	OVER ICE SHIELD TYPE UNDERLAYMENT
	MANSARD:	NONE
	OVERHANG:	12" ON EAVE SIDES AND 9" ON GABLE WALLS
		(WITH SMART PANEL SOFFIT 1X SMART TRIM FASCIA SIZED AS REQUIRED)
	MISC.:	**NO GUTTER OR RAIN WATER COLLECTION SYSTEM**
	MISC.:	TEMPORARY DEADMEN BRACING OR STEEL FOR SHIPPING
DOORS:		
	EXT. DOOR:	36X80 18 GAUGE INSUL. COMMERCIAL STL. W/ **14 GA.** STL.JAMB (GALVANIZED)
	MISC.:	WITH NAIL PLATE HEADER/ JAMB. RE-INFORCEMENT ON BOTH SIDES
		(STEEL JAMB TO BE WELDED FRAME)
		W/ STAINLESS BALL BEARING HINGES W/ NRP AND WEATHERSTRIPPING
		(2) CABIN DOORS WITH SCHLAGE L9456R MORTISED LOCK W/ OCCP. INDICATOR
		(CORRIDOR FUNCTION)
		NO PEMCO THRESHOLD OR DOOR SWEEP ON CABIN DOORS
		(2) CABIN DOOR(S) WITH LCN CLOSER 4040XP CUSH-N-STOP (GRADE I)
		(2) CABIN DOOR(S) WITH TICE 34X10 INTERIOR KICKPLATE ON PUSH SIDE
		(2) CABIN DOOR(S) WITH 24"WX12"H OPERABLE DOOR LOUVER GRILLES
	MISC.:	KEY ALL DOORS ALIKE TO GREENFLUSH MASTER KEY SYSTEM
		QTY OF (2)
	EXT. DOOR:	72X80 18GA INSULATED STEEL W/14GA STEEL FRAME (MECH. ROOM DOOR)
		BLANK
		(1) LEAF W/ SCHLAGE ND80PD STOREROOM FUNCTION LEVER LOCKSET (MECH. RM.)
		(1) LEAF WITH MANUAL THROW BOLTS TOP AND BOTTOM AND ASTRAGAL
		(2) CABIN LEAF(S) WITH 24"WX12"H OPERABLE DOOR LOUVER GRILLES
		W/ BB1279 4 1/2X4 1/2 HINGES- 3 PER DOOR
		PEMCO THRESHOLDS ON MECH. ROOM DOOR
	MISC.:	KEY ALL DOORS ALIKE TO GREENFLUSH MASTER KEY SYSTEM
		(1) MECH. ROOM DOOR WITH STAY CHAINS BOTH LEAVES
		QTY OF (1)
	INT DOOR:	NONE
WINDOWS:		
	SIZE:	32"WX14"H FIXED W/ VINYL FRAME AND ACRYLIC BLOCK (HY-LITE OR EQUAL)
		VINYL FRAME (W/ MASONRY FLUSH FLANGE) (5-BLOCKS WIDE X 2-BLOCKS HIGH)
	GLAZING:	6"X6"X1 1/2" INSUL. GLACIER FROSTED BLOCK (OBSCURE GLASS)
	INT. TRIM:	FRP W/ OUTSIDE CORNER TRIM ONLY
	BLINDS:	NONE
		QTY OF (4)
ELECTRICAL:		120V ONLY
		(GROUNDING OF BLDG. AT SITE IS BY OTHERS)

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	ELEC. PANEL:	120/240 V. 1-PHASE 60 HZ (INTERIOR MOUNT IN MECH. ROOM) (SIEMENS OR EQUAL)
		(WITH THE SERVICE ENTRANCE CONDUIT STUBBED THRU THE WALL FROM MDP)
		(1) SUB-PANEL WITH 100 AMP MAIN BREAKER AND (1) MDP WITH (1) 200 AMP MAIN
		BREAKER (ALL ELEC. HOMERUNS BETWEEN PANELS IN MECH. ROOM IS BY OTHERS)
		QTY OF (2)
	LOADCENTER:	**ELECTRICAL HOMERUNS BETWEEN (2) PANELS ARE TO BE**
		SUPPLIED AND INSTALLED BY THE CUSTOMER @ SITE IN THE MECH. ROOM
	WIRING:	MC CABLE
	INT. LIGHTS:	WALL MOUNT 15 WATT LED SURFACE MOUNTED (CTL LWP15BZDLP)
		QTY OF (5)
	EXT. LIGHTS:	WALL MOUNT 15 WATT LED SURFACE MOUNTED (CTL LWP15BZDLP)
		WITH TIMER SWITCH IN MECH. ROOM
		QTY OF (4)
	RECEPTACLES:	110V 20 AMP ((1) QUAD IN MECH. ROOM)
	SWITCHES:	120V (TOGGLE ONLY FOR MECH. ROOM INT. LIGHT)
	SWITCHES:	120V TIMER FOR EXTERIOR LIGHTS
	SWITCHES:	110 VOLT OCCUPANCY SENSOR TYPE IN RESTROOMS (CEILING MOUNTED)
		(ACUITY CMR-9-2P TO CONTROL LIGHTS AND FANS)
PLUMBING:		
	WTR CLST:	FLOOR MOUNT STAINLESS STEEL (ACORN #R2115-T-2-FVBO) TOILET REAR DISCHG.
		WITH TOP SPUD (TOILET SUPPLIED AND INSTALLED BY THE MFR.)
		AND WITH ZURN Z6000-HET-YB-YC EXPOSED MANUAL FLUSH
		WITH HINGED WHITE OPEN FRONT SEAT
		QTY OF (2)
	LAVATORY:	ELKAY #WCL1923OSDSACMC STAINLESS STEEL LAV
		WITH CHICAGO FAUCET #116.606.AB.1T AUTO SENSOR FAUCET
		QTY OF (2)
	WATER HTR.:	**NONE (SEE OPTION)**
	MISC.:	SINK TRAP GUARD
		QTY OF (2)
	MISC.:	QUAD CLOSE TRAP SEAL (SMITH #2692-02) FOR FLOOR DRAIN
		QTY OF (2)
	WATER COOLER:	HAWS MODEL #1119FR BI-LEVEL DRINKING FNTN **(NO BOTTLE FILLER)**
		(FROST RESISTANT AND NON-REFRIGERATED MOUNTED ON EXTERIOR)
		(WITH (2) #6521FR VALVES W/ WALL BOXES MOUNTED IN MECH. ROOM- MECH.
		ROOM MUST MAINTAIN A 50 DEGREE TEMPERATURE MINIMUM.)
		(SUPPLY AND WASTE LINES WILL NEED TO BE SHIPPED LOOSE AND INSTALLED
		BY OTHERS AT THE SITE BETWEEN THE TWO MODULES TO THE MECH. ROOM)
		QTY OF (1)
	FLOOR DRAIN:	3" CAST IRON BODY- POLISHED NICKEL RING AND GRATE **(VENTED)**
		(ZURN-Z451 W/ INTEGRAL SHALLOW TRAP)
		WITH PFP 2500 TRAP PRIMER AND LINE CAST IN FLOOR
		QTY OF (2)

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	HOSE BIBB:	FROST PROOF (1/2" WITH REMOVABLE HANDLE- "WOODFORD 24P")
		QTY OF (1)
	MISC.:	RIGID FOAM SUPPLY INSULATION ON ALL LINES IN THE MECHANICAL MECH. ROOM
	SUPPLY:	TYPE PEX (WITH (2) 3-WAY DRAIN VALVES FOR WINTERIZATION)
	DWV:	SCH 40 PVC
		(8) ESTIMATED WASTE DROPS RAN TO GRATED OPENINGS BY MFR. EXCEPT DRINKING
		FOUNTAIN (MAIN MANIFOLD BY THE CUSTOMER AT THE SITE.)
	R.RM. ACCESS	TOILET PAPER HOLDER (DBL. ROLL- "ROYCE ROLLS TP2")
		QTY OF (2)
	R.RM. ACCESS	SANITARY NAPKIN DISPOSAL (SURF. MOUNT) (B-270)
		QTY OF (2)
	R.RM. ACCESS	PAPER TOWEL DISPENSER/ WASTE DISPOSAL **(SURFACE MOUNT) (B-3699)**
		QTY OF (2)
	R.RM. ACCESS	TOILET SEAT COVER DISPENSER (SURF. MOUNTED) (B-221)
		QTY OF (2)
	R.RM. ACCESS	GRAB BARS
		QTY OF (6)
	R.RM. ACCESS	COAT HOOK/ DOOR STOP- "B-682"
		QTY OF (2)
	R.RM. ACCESS	6"X8" BRUSHED ALUM. "UNISEX" RESTROOM SIGN ON WALL **NEXT TO DOOR (ADA)**
		QTY OF (2)
	R.RM. ACCESS	BRUSHED ALUM. BABY CHANGING STATION SIGN (NEXT TO DOOR)
		QTY OF (2)
	R.RM. ACCESS	KOALA KB-200 BABY CHANGING STATION (WALL MOUNTED POLYPROPOLENE)
		QTY OF (2)
	MISC.:	**NO LAV. MIRRORS WERE QUOTED**
H.V.A.C.		**NO HEAT OR A/C WAS QUOTED.**
	EXHAUST FAN:	160 CFM (**BROAN #503 WALL MOUNTED & DUCTED THRU MECH. ROOM TO THE**
		REAR OF BLDG.)
		(TIED TO LIGHT SWITCHES FOR OCCUPANCY OPERATION)
		QTY OF (2)
FURNISHINGS:		
		N/A
	MISC.:	(1) METAL FILE FOLDER FOR O/M MANUALS
	STATE LABELS:	CA
	CODES:	2022 CBC/ 2021 IBC/ CA (NO HVAC ENERGY CODE COMPLIANCE)

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	SEALED DWGS:	3RD PARTY AND CA PE FOR CA. APPROVAL
	THIRD PARTY:	THIRD PARTY LABEL
NOTES:		USE GROUP UTILITY
		TYPE VB CONSTRUCTION (UNPROTECTED)
		OCCUPANT LOAD OF (6)
		MIN FIRE SEPARATION OF 11'
		(PROTECTED OPENINGS , IF REQUIRED ARE TO BE BY OTHERS)
		MANUFACTURERS LIMITED WARRANTY IS FOR 1
		YEAR FROM THE DATE OF THE MANUFACTURERS
		COMPLETION DATE ONLY.
		WHITLEY MFG. IS NOT RESPONSIBLE FOR LIQUIDATED DAMAGES.
		WHITLEY MFG. IS NOT RESPONSIBLE FOR LOCAL CODES.
		NOTE- DUE TO CURRENT VOLATILITY IN PRICING, PRICING FOR THIS QUOTE
		WILL BE REVISITED 60 DAYS PRIOR TO PRODUCTION. ANY MATERIAL
		PRICE VARIABILITY WILL BE REFLECTED IN THE UPDATED PRICE.
		NOTE: DUE TO THE RECENT PANDEMIC,
		NATURAL DISASTERS, AND STEEL TARIFFS;
		QUOTES ARE GOOD FOR 30 DAYS. AFTER 30 DAYS
		MATERIAL COSTS WILL NEED TO BE
		REVIEWED AT THE TIME OF ORDER
		PLACEMENT AND PRICE IS
		SUBJECT TO CHANGE AS
		REQUIRED TO COVER ANY
		INCREASES. ONCE THE ORDER IS
		PLACED, THE MFR. HAS THE RIGHT TO REVIEW
		MATERIAL COSTS 60 DAYS PRIOR TO THE START
		OF PRODUCTION. ANY VARIANCES ON MATERIAL
		PRICING WILL BE ADJUSTED ACCORDINGLY AT
		THAT TIME. ANY MATERIAL COST INCREASE OR
		DECREASES WILL BE PASSED ALONG TO THE
		CUSTOMER AT THAT TIME VIA A CHANGE ORDER.

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		EXCEPTIONS, NOTES, & CLARIFICATIONS:
		COPIES OF FINAL ENGINEERED AND APPROVED DRAWINGS
		WILL BE LIMITED TO (5) SETS. ADDITIONAL SETS, IF REQ'D.,
		ARE AVAILABLE FOR A NOMINAL FEE.
		ALL SERVICE SINKS AND DRINKING FOUNTAINS UNLESS
		SPECIFICALLY CALLED OUT, ARE TO BE BY OTHERS AT THE
		SITE.
		WHITLEY STANDARD WARRANTY APPLIES UNLESS STATED OTHERWISE
		WARRANTY CLAIMS NOT REPORTED AND APPROVED WILL NOT
		BE CONSIDERED FOR REIMBURSEMENT.
		ALL BUILDINGS HAVE STANDARD SET-UP ITEMS THAT
		NEED TO BE COMPLETED BY YOUR SET-UP SUBCONTRACTOR (I.E.-
		DOOR ADJUSTMENTS, HVAC BALANCING, CROSS SEAM CONNECTIONS,
		ETC.)
		A COPY OF OUR WARRANTY SHIPS WITH ALL COMPLETED PRODUCT
		PLEASE LET US KNOW IF YOU WOULD LIKE A COPY IN ADVANCE
		WHITLEY MFG. IS NOT RESPONSIBLE FOR ANY DAMAGES
		RESULTING FROM ACCIDENTAL OR NEGLIGENT ACTS BY THE
		TRANSPORTATION COMPANIES.
		ALL WINDOWS AND DOORS WILL HAVE A VERTICAL BATTEN AT
		CORNERS FOR A CONTROL JOINT
		ALL FREIGHT AND BLDG. INSTALLATION IS BY OTHERS.
		UNIT WILL BE APPROX. 12' HIGH FROM BOTTOM OF FRAME TO ROOF PEAK.
		ALL DROP DECK TRAILERS FOR HAULING OF UNIT IS TO BE BY THE
		CUSTOMER'S HAULER.
		NO COVE BASE WAS QUOTED WITH CMU.
		MFR. WILL USE TEMPORARY DEADMEN IN THE MECH. ROOM FOR BRACING FOR
		SHIPPING UNDER A LAM BEAM TYPE SPAN BEAM IN EACH MODULE ON BOTH
		SIDES OF THE MATELINE.
		NO ENERGY CODE COMPLIANCE WAS QUOTED.

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		4-ACRYLIC BLOCK WINDOWS WERE QUOTED PER CUSTOMER'S DIRECTION.
		A SURFACE MOUNTED PAPER TOWEL DISPENSER/ DISPOSAL WAS QUOTED.
		(A RECESSED UNIT WAS NOT QUOTED DUE TO CMU CONSTRUCTION.)
		NO WASTE PIPING WAS INCLUDED WITH THE ROUGH-IN FOR THE EXT. SHOWER.
		(2) ELEC. PANELS WERE QUOTED, SO THAT WIRING CIRCUITS IN EACH MODULE
		CAN BE TERMINATED IN A LOAD CENTER IN EACH MODULE. (THE CUSTOMER
		WILL NEED TO SUPPLY AND INSTALL THE ONE HOMERUN FROM ONE PANEL TO
		THE OTHER THAT WILL CROSS THE MATELINE IN THE MECH. ROOM.)
		THE DRINKING FOUNTAIN WILL BE REMOVED AND SHIPPED LOOSE FOR
		RE-INSTALLATION BY OTHERS AT THE SITE. (NOT BY THE MFR.)
		NO ALCOVE WAS QUOTED FOR THE DRINKING FOUNTAINS.
		NO DIGITAL COMMENT CARD OR ANY PROVISIONS FOR SAME, WERE QUOTED.
		THE MODULE WILL HAVE A 1 1/2" GAP AT THE MATELINE WHERE MODULES
		ARE JOINED. THIS GAP WILL NEED TO BE FILLED BY OTHERS AT THE SITE.
		THE DRINKING FOUNTAIN SUPPLY AND WASTE LINES WILL NEED TO BE
		SHIPPED LOOSE FOR INSTALLATION BY OTHERS AT THE SITE BETWEEN
		MODULES WHEN INSTALLING. SOME TYPE OF CHASE WALL MAY NEED TO BE
		ADDED TO ACCOMMODATE THIS PIPING. THERE IS NO WHERE TO RUN THIS
		PIPING WITH CMU MASONRY CONSTRUCTION.
		THE CUSTOMER WILL NEED TO DETERMINE HOW THEY WILL REMOVE THE
		LIFTING EYES OF THE LAST MODULE SET. THEY MAY NEED TO SET THE LAST
		MODULE SHORT OF THE MATELINE AND THEN USE A COM-A-LONG TO DRAW
		THE MODULES TOGETHER.
		NO PORCH WAS QUOTED PER THE CUSTOMER'S DIRECTION.
		ALL CMU WILL NEED TO BE SEAMED UP AT THE SITE AT MATELINES FOR INTERIOR
		AND EXTERIOR WALLS
		REV. #1- DELETED THE (2) URINALS AND CHASE WALLS.

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Quote Number 50552-8(REV. #1) **Date** 10/13/2023 8:50

Modular Manufacturers Scope Clarifications

Section	
Floor	Poured natural concrete floor (no color and broom finish)
Insulation	Insulation for mate lines ships loose for installation by others
Floor Covering	customer to fill 1 1/2" mateline gap as required between modules.
Walls and Partitions	CMU (no color) block (split face exterior with sealer and smooth painted interior)
Wall covering held back	CMU held back at mate line, seam closure material ships loose for install by others
Siding	Siding not held back at mate line, 1x4 closure trim ships loose for installation by others
Insulation	Insulation for seam closures ships loose for installation by others
Roof	wood framed w/ steel standing seam covering (shiploose top cap at mateline)
Roofing	Mate line top cap ships loose for installation by others
Insulation	Insulation for mate line ships loose for installation by others
Vent Extensions	Vent piping stubbed through roof (shiploose extension to be installed by others)
Exhaust Caps	Caps and flashing ship loose for installation by others
Doors	
Adjustments	Final adjustments of doors after modules are set is by others at site.
Keying	Doors keyed per function
Windows	acrylic block obscure
Electric	
Load Center	Two load centers, interconnect by others
Load Center	MDP by factory, home run between panels by others
Switches	Occupancy sensors may require adjustment by others on site
Switches	Daylight sensors may require adjustment by others on site
Plumbing	
Fixtures	Fixtures on mate lines ship loose for installation by others (drinking fountain)
Supply Piping	Piping held back each side of mate line, connection supplied and installed by others
Supply Piping	Pipe insulation held back each side of mate line, wrap by others on site
Supply Piping	Back flow preventer by others
Supply Piping	Floor grating held open for interconnection of supply and waste manifolding by others
Waste Piping	Some manifold joined in mech. room (transition to (8) drops, single manifold is by others)
Waste Piping	Vent piping terminates thru roof, extension shiploose for install by others on site
Valves	Flush valves cleaning and adjusting by others after water supply is activated
Valves	Sensor valve adjustment by others after building supply and power is activated
HVAC	no heat or A/C quoted (passive air circulation and exhaust only)

Exhaust	Roof mount exhaust fans and flashing ships loose for installation by others, if required

Misc

Warranty

Warranty	Manufacturers standard warranty applies, documents ship loose in warranty pack
Warranty	Component manufacturers extended warranty are passed to end user
Warranty	Manufacturing plant must be notified of any warranty claims
Warranty	Warranty claims will not be reimbursed without notification and prior approval

PROPOSAL FORM

RFP 22-008-03

Submit this Form, completely filled out and signed, along with your completed Proposal, which must include the below listed items in the Request for Proposal.

Proposal must include the following items:

1. ☑ INTRODUCTION
2. ☑ LIST OF SUBCONTRACTORS
3. ☑ ITEMIZED LIST OF ALL COSTS
4. ☑ DESIGN CONCEPT
5. ☑ WORK PLAN
6. ☑ PROJECT SCHEDULE/TIMELINE
7. ☑ REFERENCES
8. ☑ GUARANTEE
9. ☑ INSURANCE CERTIFICATION

The undersigned offers and agrees to perform all work, upon which the prices are quoted, at the price set on the Proposal Form, if this Proposal is accepted within sixty (45) days of the submission due date. The undersigned certifies that all restroom building equipment and materials specified in this proposal meet or exceed all required standards. The undersigned further agrees that if approved, building installation work will be provided by a licensed contractor qualified to install this type of equipment.

Proposer acknowledges receipt of the following Addenda: Addendum No. 1_10.6.23, Addendum No. 2_10.12.23

WARNING: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the Proposer, this proposal may be rejected.

TOTAL COST OF PROPOSAL: _____

Three-hundred forty-one thousand eighty-eight **DOLLARS AND** zero **CENTS.**

($ 341,088.00 **)**

PROPOSER'S INFORMATION

By signing below, the signee name below is authorized to do so for the listed company, as listed on the Bidders Information section and by electronically signing below, the business named below expressly agrees to execute this contract electronically and each signature signifies as a legally bound e-signature per the U.S. Electronic Signature and Records Association Act and Uniform Electronic Transitions Act.

By signing below, I certify all of the above figures have been carefully checked and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

By signing below, I certify I have visited the project site, aware of existing conditions which affect the work, and reviewed the Contract Documents, including all Addenda.

By signing below, I certify under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission

Regulations (Chapter 5, Title 2 of the California Administrative Code).

By signing below, I certify under penalty of perjury under the laws of the State of California and the United States of America, that Non-Collusion Declaration of Contractor; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

1. Proposing Firm Green Flush Restrooms	2. Type of Business ☐ Corporation ☐ Jt. Venture ☑ Partnership ☐ Individual DBA _____
3. Business Address 1420 N Columbia Ridge Way City: Washougal State: WA Zip Code: 98671	4. Telephone Number (360) 718-7595 x4 5. Fax Number ( )
6. E-mail Address kyle@greenflushrestrooms.com 7. Name of Authorized Person Kyle Earlywine	8. Signature of Authorized Person Kyle Earlywine

LIST OF SUBCONTRACTORS

The undersigned certifies that he/she has used the sub-bids of the following listed Subcontractors in making up his/her Proposal, and that the duly licensed Subcontractors listed will be used for the work for which they bid, subject to the approval of the City Engineer, and in accordance with the applicable provisions of these Specifications and Plans.

CLASSIFICATION	SUBCONTRACTOR	ADDRESS & TELEPHONE NO.	STATE LICENSE NO.
Modular Builder	Whitley Manufacturing	201 W 1st St, South Whitley, IN 46787 (260) 723-5131	MF 1183291

10/16/2023
Date

Green Flush Restrooms
Proposer's Name

GUARANTEE

The undersigned guarantees to the Owner

That the construction and installation of work for:

Project: Ramsey Park Restroom

Contract: RFP 22-008-03

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work of any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within twelve (12) months after the date on which the contract is accepted by the owner, the undersigned agrees to reimburse the Owner, upon demand, for its expense incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the owner, to replace any such material and to repair said work completely without cost to the owner, so that said work will function successfully as originally contemplated.

In the event the owner elects to have said work performed by the undersigned, the owner undersigned agrees that the repairs shall be furnished and installed within a reasonable time after the receipt of the demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

Contractor:

Business Name: Green Flush Restrooms

Name: Kyle Earlywine

Title: Co-Owner

Signature: Kyle Earlywine Date 10/16/2023

INSURANCE CERTIFICATION

By signing below, I hereby certify that Green Flush Technologies LLC (DBA Green Flush Restrooms)
(Insert company name)

is currently insured by an insurance company that is an "Authorized" carrier by the Insurance Commissioner of the California State Department of Insurance to transact the business of insurance in the State of California and shall be written by insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater. Said insurance will expire on 8/6/24 .

I further hereby certify that, as the signer of this Bid Proposal, I have read and understand the City's insurance requirements as described in the Section entitled "Certificate of Insurance" within these Specifications and that proof of insurance shall be required before the Public Works Services Contract is recommended for award. Such proof shall be provided on an ISO Accord 25(s) form and an endorsement naming the City of Coalinga as additionally insured is on the ISO CG 20 10 11 85 form or any other comparable endorsement, which does not further limit coverage, and which may be approved and accepted by the City.

Kyle Earlywine
(Print name)

Signature of Bidder: Kyle Earlywine 10/16/2023
(Date)

Green Flush Generic Certificate of Insurance

GREEFLU-01 SLIEN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861	CONTACT NAME:	
Alliant Insurance Services, Inc. 916 Main St Vancouver, WA 98660	PHONE (A/C, No, Ext): (360) 695-3301	FAX (A/C, No):
	E-MAIL ADDRESS: reception@biggsinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Ohio Casualty Insurance Company	24074
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Green Flush Technologies LLC
1420 N Columbia Ridge Way
Washougal, WA 98671

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS56769026	8/6/2023	8/6/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						WA STOP GAP	$ 1,000,000
A	AUTOMOBILE LIABILITY			BAS66066935	8/6/2023	8/6/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			USO56769026	8/6/2023	8/6/2024	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000						Prod & Comp Ops	$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Information Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REFERENCES

The Proposer shall provide below at least three (3) separate project references with similar size and design of building and restroom services as specified herein for a previous five (5) year period from the issuance of this document.

Reference #1	
Client	City of Wildwood, Missouri
Contact Name Phone Number Email	Ken Keitel kjkeitel@terraspecstl.com
Project Name	Al Foster Trailhead Restroom
Description and Year Completed	Design-built double occupant flush restroom building Completed 2017

Reference #2	
Client	Adams County, CO (via contractor ECI Construction)
Contact Name Phone Number Email	Dan Schouten (please notify Green Flush if intending to contact Dan 970.669.6291 dan.schouten@ecisite.net
Project Name	Adams County Veteran's Memorial
Description and Year Completed	Design-built, five-module, multi-stall flush restroom with one all-user cabin, concrete block construction with insulation and siding on exterior Completed in 2023

Reference #3	
Client	City of Odessa Texas
Contact Name Phone Number Email	Chris McQuatters (432) 550-8181 cmcquatters@odessa-tx.gov
Project Name	Ratliff Ranch Municipal Golf Course Restroom
Description and Year Completed	Design-Built double occupant flush restroom building Completed in 2020

Work Plan and Project Schedule/Timeline

Receive notice to proceed with drawings
Prepare preliminary drawings for customer - 5 weeks
Make edits to preliminary drawings and prepare engineered drawings 6 weeks
Receive notice to proceed with construction
Factory prepares floor space for restroom construction - 2 weeks
Restroom construction - 10 weeks
Delivery of restroom - 1 week

Standard Terms and Conditions and Payment Terms

- This restroom is sold using Green Flush Standard Terms and Conditions which are sent as an attachment with this quotation.
- 10% Before the start of engineered drawings and calculations for the Product, the Buyer shall pay the Seller a deposit of 10% to cover the Seller's costs for the preparation and approval of engineered drawings and calculations including the costs of plan review and approval by the State Modular Building Office.
- 10% Seller shall begin manufacturing the Product after receiving the approval of the plans and specifications by the local building department and upon receipt of payment equal to an additional 10% of the Purchase Price.
- 70% Prior to shipment of the finished Product from the factory, the Buyer shall pay the Seller a sum equal to the balance owing on the Product minus 10%. The Seller shall not be required to ship the Product until this payment has been received, or other arrangements have been mutually agreed to.
- 10% or remaining balance. Within 25 calendar days of the delivery date, the Buyer shall pay the Seller the full remaining unpaid balance of the Purchase Price. However, at that time, should the Buyer wish to retain monies from the unpaid balance of the Purchase Price due to warranty concerns for which the Seller is liable, the Buyer shall not be required to pay Seller said retained monies until such time as the warrantee work is completed. Monies held for warrantee work shall not be in excess of the actual cost of the warrantee work. The purchase and payment terms herein shall be controlling over any other document.

*The Seller may request partial payments on a monthly basis for expenses incurred in the work of manufacturing the Product.
**The purchase price may be adjusted by written change order, signed by both the Buyer and Seller. Delinquent payments shall be subject to 1% interest per month.

City Testimonial

City of Pacific Grove CA, Butterfly Sanctuary Restroom

"Green Flush provided the City of Pacific Grove with a restroom for our Monarch Sanctuary, a location where constructing a restroom would have been difficult. The restroom that we purchased suits our needs. The restroom is constructed with precise carpentry, looks great and functions perfectly as designed. Their staff is pleasant to work with, they are very responsive to questions and providing assistance during installation. I highly recommend Green Flush and will use them again in the future for our prefabricated restroom needs."
- *Daniel Gho, City of Pacific Grove Public Works Director*

Bid Exceptions

This bid is conditional upon the following exceptions to RFP 22-008-03:

- Green Flush cannot provide California DIR Registration.
- Green Flush is not licensed by the California Department of Housing as our restroom building does not meet the statutory definitions of buildings subject to this rule. We are open to discussing this license with Tri City Engineering and the City of Coalinga.
- Green Flush does will not have a California Contractors License Board Class B.
- Green Flush cannot provide Professional Liability insurance/Errors and Omissions Insurance.
- Green Flush cannot provide auto liability insurance for fleet vehicles as we do not have any company owned vehicles.
- Utility Connections are the responsibility of the customer or contractor.
- A 20-year structure warranty is not included. The warranty is a 5-year warranty.
- The price does not include insurance covering the building off-site, while in transit and on-site until final owner acceptance.


Thank You

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

Subject:	Consideration of Bid Award for Ramsey Park Splash Pad Project – Shade Shelter Supplier
Meeting Date:	Thursday, November 2, 2023
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

It is recommended that the Coalinga City Council award a Contract in the amount of $76,185.78 to Great Western Recreation, 975 S. State Hwy 89, Logan, Ut 84321 for the Ramsey Park Splash Pad Project – Shade Structure. It is also recommended that a contingency of 10% ($7,618.58) be included in the Council action to cover any unforeseen incidentals for a total authorization amount of $83,804.36.

II. BACKGROUND:

April 21, 2022, the Coalinga City Council authorized funds for proposals for the Ramsey Park Splash Pad Project. The project includes hiring a subconsultant to prefabricate and deliver a metal shade shelter in Ramsey Park for the General Supplier to install. Elements of hiring a subconsultant and purchasing a shade structure include: certified engineered drawing plans, specifications, installation instructions, and ordering & delivering of all structure elements and materials.

III. DISCUSSION:

City Staff received and opened three proposals for this project on October 9, 2023. In no particular order, the proposals are:

Company	Proposal Total
Great Western Recreation	**$76,185.78**
All About Play	**$103,300.57**
Zoom Recreation	**$82,143.42**

The apparent responsive lowest bidder is Great Western Recreation with a total bid proposal of $76,185.78. The proposal summary is included as Attachment “A”. If the City Council decides to award the project to Great Western Recreation, and the “Notice to Proceed” is issued, the supplier will start the work on Tuesday, October 24, 2023. The following is a tentative schedule:

Award of Contract:	November 02, 2023
Start of Planning:	November 21, 2023
Earliest Materials can be Delivered:	July 15, 2024

IV. ALTERNATIVES:

The alternative to this council action would be to reject all bids. If all bids are rejected, the City would have to re-advertise or cancel the project. Staff believes that re-advertising the project will not result in lower bids and would push the overall Ramsey Park Project back, creating a longer project timeline.

V. FISCAL IMPACT:

Total authorization request for this contract is $76,185.78 with an additional 10% contingency of $7,618.58 for a total of $83,804.36. This project is funded with a combination of ARPA funds and Park Development Impact Fees which has the available funds to meet the needs of this project. The annual operation and maintenance costs of the structure will be included in the overall park's operation and maintenance plan.

There is no fiscal impact to the general fund.

ATTACHMENTS:

File Name	Description
2943-04_SS__Summary_Table.pdf	SS Summary
2943-04_SS__Great_Western_-_RCP_Shelters_Proposal.pdf	SS Shelter

Ramsey Park Project
Shade Structure - RFP 22-008-04
RFP Summary Results

Company - Manufacturer	Proposal Total	With 10% Contigency	Timeline
Great Western Recreation - RCP Shelters	**$ 76,185.78**	**$ 83,804.36**	Start Design: 11/21/2023 Finish Design: 03/06/2024 Con End: 07/03/2024 **Deliver: 07/15/2024**
All About Play - Poligon	**$ 103,300.57**	**$ 113,630.63**	Start Design: 11/21/2023 Finish Design: 05/15/2024 Order: 08/22/2024 **Deliver: 08/30/2024**
Zoom Recreation - MBCI	**$ 82,143.42**	**$ 90,357.76**	Start Design: 11/21/2023 Finish Design: 03/06/2024 Order: 08/13/2024 **Deliver: 08/21/2024**

Proposal for

Tri City Engineering

Prepared by

GREAT WESTERN
RECREATION

09-18-2023
Job # 110483-01

City of Coalinga - Ramsey Park - Shelter



435-760-5103 | www.gwpark.com

Great Western Recreation
975 S. State Hwy 89
Logan, UT 84321
Cell: 435-760-5103
Office: 435-245-5055
Fax: 435-245-5057
tyler@gwpark.com
www.gwpark.com

09/18/2023
Quote #
110483-01-01

City of Coalinga - Ramsey Park - Shelter

Tri City Engineering
Attn: Erika Lansburgh
4630 West Jennifer Ave, Suite 101
Fresno, CA 93722

Ship to Zip 93210

Quantity	Part #	Description	Unit Price	Amount
1	Model #: TS-H3060-04	RCP - 30' x 60' Steel Hip Shelter- INCLUDED •CA Cert Drawings: includes standard RCP foundation design •Frame: powder coated tube steel •Anchor bolts & templates •Roof Deck: 24-ga. exposed fastener Mega-Rib •Hardware: all required fasteners •Eave Height: 7'-6" ± •Roof pitch: 4:12 •Delivery: to an accessible site NOT INCLUDED •Unloading •Concrete •Concrete embedment (wire mesh, rebar, etc.) •Installation •Rails/ornamentation/benches/cupola •Electrical cutouts (see page 2 for details) •Anything not specifically listed as "Included" *Alt-Option Add @ $1507 for electrical cutouts	$75,987.00	$75,987.00
			Sub Total	$75,987.00
			Discount	($6,078.96)
			Tax	$6,277.74
			Total	**$76,185.78**

Price Quote Includes 2 cutouts

Comments

Your Sales Rep is Tyler Kyriopoulos. Please reach out to Tyler at 435-760-5103 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

Shipping to Site Address:
Ramsey Park
131 E. Cedar Ave
Coalinga, CA 93210

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Installation not included.

Great Western Recreation
975 S. State Hwy 89
Logan, UT 84321
Cell: 435-760-5103
Office: 435-245-5055
Fax: 435-245-5057
tyler@gwpark.com
www.gwpark.com

09/18/2023
Quote #
110483-01-01

City of Coalinga - Ramsey Park - Shelter

TERMS & CONDITIONS:

Remittance Address:
975 S. Hwy 89
Logan, UT 84321

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **PAYMENT TERMS:** Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Great Western Recreation or this signed quotation is required for all orders unless otherwise noted. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Great Western unless otherwise directed.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or as permitted by law) will be added to invoices over 30 days past due.
- **TAXES:** Taxes will be be shown as a separate line item when included. Any applicable taxes not shown will be added to final invoice. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.
- **MINIMUM ORDER:** Our minimum order is $50 (USD) Any order less than $5000 requires cash with order or payment by major credit card.
- **SHIPMENT:** Multiple shipments may be required based on point of origin. Above costs assume one shipment for each vendor quoted.
- **DELIVERY:** It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Amount: **$76,185.78** Date: _____

_____
Signature

Please fill out this ORDER FORM, this is required to process the order.

SECTION 10 73 46
PRE-FABRICATED SITE SHELTERS

PART 1 GENERAL

1.1 SUMMARY

A. Design, fabrication, finishing, and delivery of pre-engineered, factory-fabricated site shelters.

B. Site work related to installation, by Contractor or Owner, including:
1. Unloading and temporary storage, if any.
2. Soil testing, if necessary.
3. Site preparation.
4. Column foundations, rebar, anchor bolts, and anchor embedment.
5. Concrete slab and embedment.
6. Erection.
7. Field touch up painting of factory finishes, if necessary.

C. Site access for delivery vehicles to be provided by Owner.

D. Related Sections: Section 033000 - Cast-In-Place Concrete: Concrete footings and slabs.

1.2 SYSTEM DESCRIPTION

A. Design shall meet or exceed applicable building code.

B. Pre-fabricated package shall include structural steel framing members, pre-cut roof panels, trim, and fasteners.

C. All bolts shall be hidden, concealed inside the steel tubes.

D. Field labor required to install the pre-fabricated parts. Onsite welding shall not be required or permitted.

1.3 REFERENCES

A. American Society of Testing Material (ASTM)
1. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated
2. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
3. ASTM A563 - Standard Specification for Carbons and Alloy Steel Nuts
4. ASTM A572 - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
5. ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength

B. American Institute of Steel Construction (AISC)

C. American Welding Society (AWS)

D. Steel Structures Painting Council (SSPC); SSPC-SP10 - Near-White Blast Cleaning

E. Leadership in Energy and Environmental Design (LEED)

F. OSHA Standards 29 CFR, Part 1926, Subpart R (Steel Erection), Standard Number 1926.755: Compliance requires a minimum of four anchor bolts per column.

1.4 QUALITY ASSURANCE

A. Designer Qualifications: Design under direct supervision of a Professional Engineer experienced in design of this type of work and licensed in the State where the Project is located.

B. Manufacturer Qualifications: Company experienced in design and manufacture of shelters of the type specified, and having the following:
   1. Minimum five years of experience in design and fabrication of pre-fabricated steel shelters.
   2. Three references of similar shelters completed within the past year.
   3. Fabricator membership in American Institute of Steel Construction (AISC), requiring quality control documentation and procedures. Provide current AISC shop certification upon request.
   4. All welding to be performed to AWS standards by AWS certified welders. Provide welding certification upon request.
   5. City of Los Angeles (CA) fabricator approval
   6. County of Clark County (NV) fabricator approval
   7. City of Houston (TX) fabricator approval
   8. City of Phoenix (AZ) fabricator approval

C. Perform the work in accordance with applicable federal, State, and local building and safety codes and regulations.

1.5 SUBMITTALS

A. Minimum 5 sets of shop drawings, showing all details of construction, including foundation sizes, reinforcement, and locations.
   1. Provide the licensed professional engineer’s state stamp or seal on the shop drawings.
   2. Provide the licensed professional engineer’s state stamp or seal on the structural calculations.

B. Selection Samples: For each finish product specified, color charts representing manufacturer's full range of available colors.

C. Warranty
   1. Provide minimum five year frame warranty against manufacturer defects.
   2. Provide roofing manufacturer’s limited warranty.

1.6 DELIVERY, STORAGE, AND PROTECTION

A. Package factory-finished steel components in foam, cardboard, and stretch wrap to protect the finish during transit.

B. Shipped knocked down for minimal shipping charges.

C. Deliver products to project site in manufacturer's protective packaging.

D. Follow shelter manufacturer's recommendations and instructions, including those printed on the shop drawings. To minimize damage during unloading, use only padded forks or non-marring slings.

E. Store products in manufacturer's unopened packaging well off the ground and covered out of weather until ready for installation.

PART 2 PRODUCTS

2.1 GENERAL

A. Model: TS-H3060-04 as manufactured by RCP Shelters, Inc.

B. Size and dimensions
1. Shape: rectangle
2. Dimensions: 30’ x 60’ - reference preliminary drawings
3. Roof Style: rectangular hip
4. Roof Pitch: 4:12
5. Eave Height: minimum 7’-6”
6. Quantity: reference bid package

C. Approved Manufacturer: RCP Shelters, Inc.
1. 2100 SE Rays Way, Stuart, FL 34994.
2. Toll Free: 800-525-0207
3. Fax: 772-288-0207
4. Website: www.rcpshelters.com
5. Email: info@rcpshelters.com

D. Substitutions: Products other than specified must request and receive approval in writing by addendum at least ten (10) days prior to the bid date. See Instructions to Bidders for further instructions.

2.2 STEEL STRUCTURAL COMPONENTS

A. Structural Framing: fabricated for field assembly using bolted connections with no welding required or permitted; cold-formed shapes prohibited.
1. Columns & Beams: ASTM A500 Grade C structural steel tube. The following shapes are prohibited: I-beams, wide-flange beams, C-channels, Z-shapes.
2. Plates: ASTM A572 Grade 50.
3. Compression Ring: steel plate, ASTM A572 Grade 50.
4. Fasteners

a. Bolts: ASTM A325 high strength bolts.
b. Nuts: ASTM A563 high strength nuts.

5. Column Anchors: ASTM F1554 Grade 36, provided by manufacturer, attached to top of foundation, recessed below slab on grade.
6. Cap plates: factory bent and field installed with hidden fasteners on hip and ridge beams not normal to roof so that metal roof deck does not bear structurally on beam corner only
7. Finish: Powder Coat
   a. Pre-blast inspection to catch and remove oil, grease, and other coatings impeding contaminants
   b. Steel grit blasted to near white condition in accordance with SSPC-SP10, removing all oil residue, mil scale, weld spatter, and slag
   c. Five stage phosphate wash (includes detergent, phosphate, rust protectant sealant)
   d. Epoxy powder coat primer
   e. Double topcoat TGIC polyester powder coat; color to be selected from manufacturer's standard color chart by Owner.
   f. Primer plus finish coats shall be 7-12 mils thick
   g. All materials inspected to meet 100% coating, proper cure, film thickness, and impact resistance
   h. Wet-coat alternatives shall not be acceptable.

B. Roof System: Galvalume® structural metal roof panels with exposed fasteners.
1. Acceptable Panel Profiles:
   a. Mega-Rib - Galvalume® panels with 1-1/2" high ribs, 7.2" on center.
2. Panel Gauge: minimum 24-gauge.
3. Panel Width: 3'-0".
4. Panel Length: Precut to the length from the eave to the ridge; angles factory precut.
5. Panel Orientation: Ribs shall run with the pitch of the roof for proper drainage.
6. Trim: Provide matching roof trim and fasteners.
7. Finish: Factory pre-finished with Kynar 500® paint system; color to be selected by Owner from standard color chart.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that site earthwork has been performed as required for satisfactory installation.

3.2 PREPARATION

A. Install footings and column anchors of size, design, and location as specified by shelter manufacturer on approved shop drawings.

3.3 INSTALLATION

A. Perform installation in accordance with applicable federal, State, and local building and safety codes.

B. Structural special inspections, if required, are to be arranged and paid for by the Contractor or Owner.

C. Install shelter in accordance with manufacturer's approved shop drawing and good construction practices.

D. Install slab in accordance with shelter manufacturer's shop drawings. Slab perimeter dimensions determined by Owner.

3.4 CLEANING AND PROTECTION

A. Clean installed work to like-new condition.

B. Protect installed products until completion of project.

C. Touch-up, repair, or replace damaged finishes before Substantial Completion. Touch up paint provided by manufacturer.

END OF SECTION

TECHNICAL SPECIFICATIONS

Proposal #: 39095

I. **DESIGN CRITERIA**

Structure shall be designed to be free standing, open air pavilion in conformance with all applicable building code. Manufactured by RCP Shelters: 2100 SE Rays Way, Stuart, FL 34994 • Toll-free: 800-525-0207 • F: 772-288-0207 • http://www.rcpshelters.com • info@rcpshelters.com.

II. **SCOPE**

Structure shall be an all steel pavilion over a 4" minimum thickness reinforced concrete slab. Pavilion shall have a clear space, without a center column or open knee bracing. Structure shall be designed by professional engineers. The owner or contractor shall be responsible for unloading, temporary storage, soil testing (if necessary), site preparation, concrete slab, and erection of structures. Owner or contractor is responsible for protection of materials after arrival.

III. **COLUMNS**

The pavilion shall be set on prepared footings. Foundation shall be engineered to manufacturer's design and constructed to local code and good construction practices for the specific site conditions. The structure shall have tube steel corner columns. The columns shall be attached to the top of the concrete foundation by use of anchor bolts, hidden when possible. Anchor bolts shall be provided by RCP Shelters so that foundations can be prepared and ready for installation upon delivery of the pavilion.

IV. **FRAME**

All structural framing of the pavilion shall be structural tube steel with end caps to form a clean, neat appearance with no place for birds to nest or small animals to roost. The compression ring shall be structural steel plate. Since all connections will bolt together, field welding shall not be required. Bolts shall be concealed within the tubing when possible.

V. **POWDER COAT FINISH**

The columns and frame shall be sandblasted to near-white condition, five stage washed, including detergent, phosphate, and rust protectant sealant, epoxy primed, then top coated with TGIC powder. The columns and frame shall be packaged in foam, cardboard, and stretch wrap to protect the finish during transit. The color shall be selected from manufacturer's standard color chart. Field touch up painting shall be required by owner or contractor.

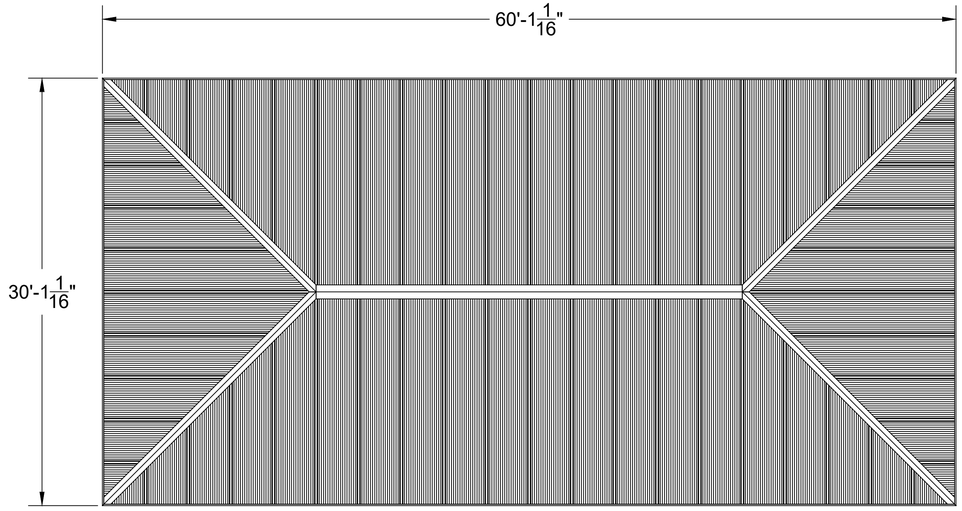
VI. **EAVE & PITCH**

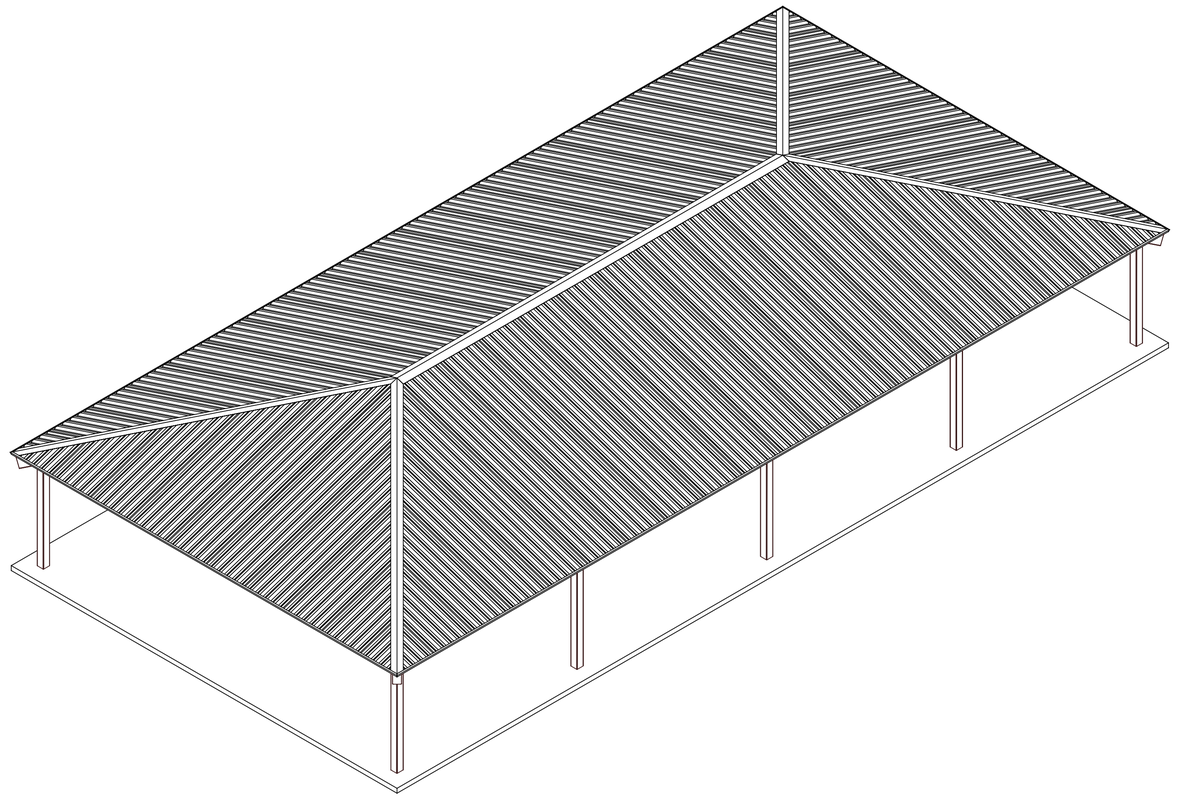
Eave height shall be minimum 7'-6". Roof pitch shall be 4:12.

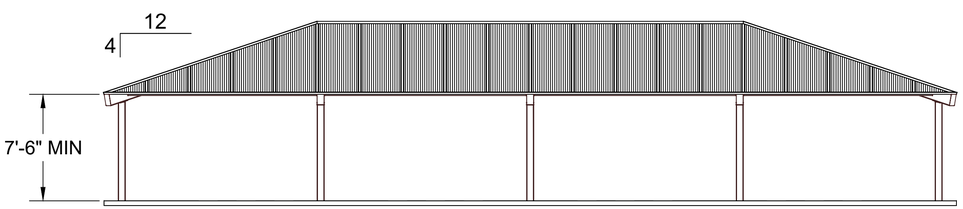
VII. **ROOFING**

The roof system shall be structural 24-gauge exposed fastener Galvalume® panels with 1½" high ribs, 7.2" on center. Ribs shall run with the pitch of the roof for proper drainage. Roof panels shall be 3' wide and precut by the length from the eave to the ridge. Angles shall be factory precut. Matching roof trim & fasteners shall be supplied. Hip and ridge beams shall have cap plates for metal deck bearing, as metal deck cannot structurally bear on beam corner only. Panels and trim shall be pre-painted with the Kynar 500® paint system. Color shall be chosen by owner from the standard color chart, provided upon request.

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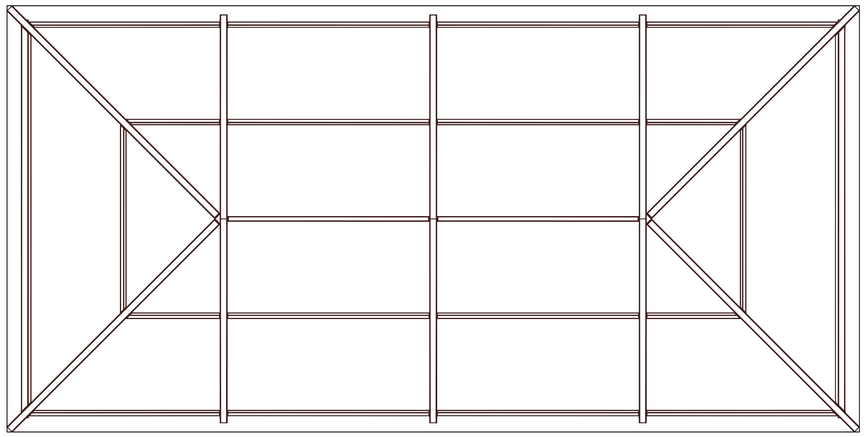
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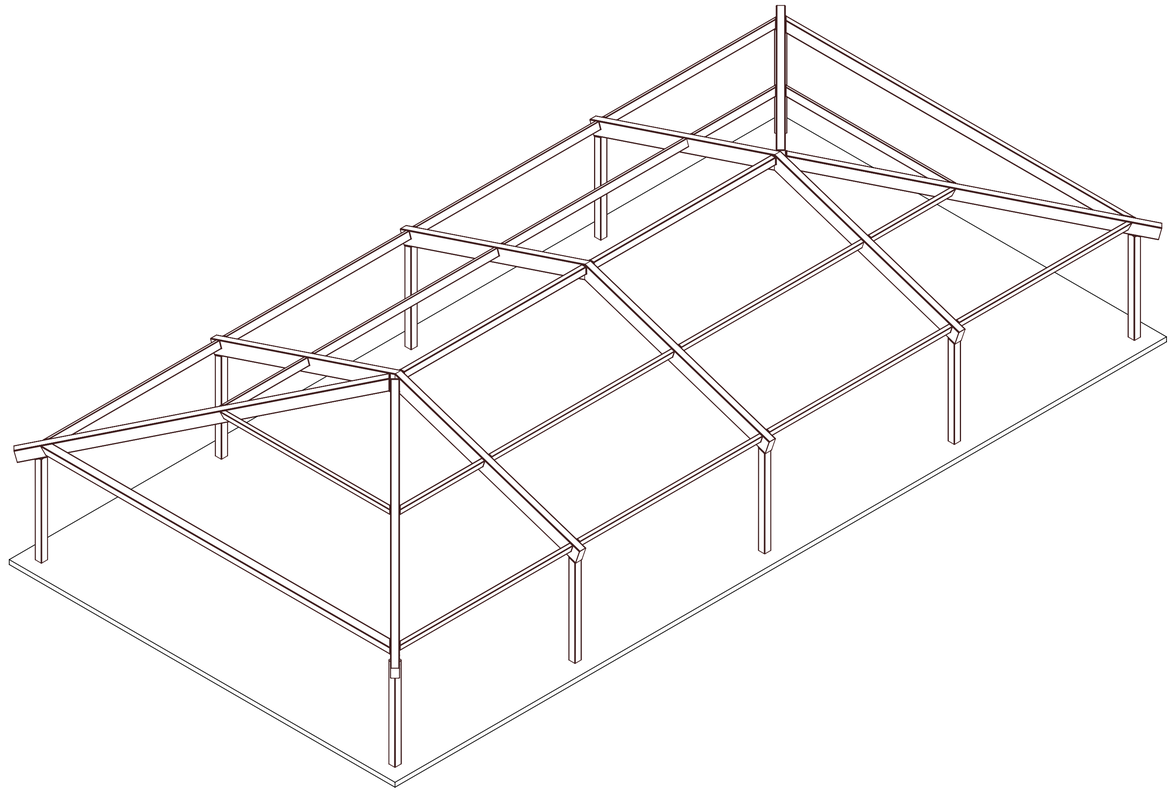
NUMBER OF PURLINS MAY VARY DEPENDING UPON DESIGN LOADS.
SIZES AND SPACING OF PURLINS TO BE DETERMINED DURING FINAL DESIGN.

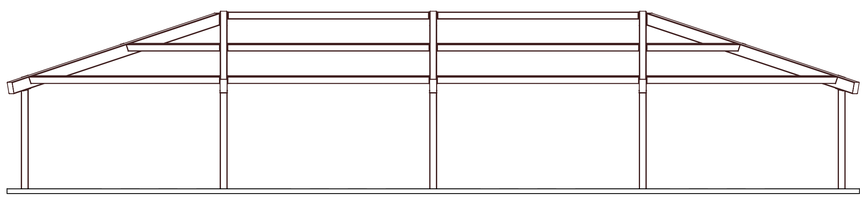
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SHEET NO.:	1 OF 4

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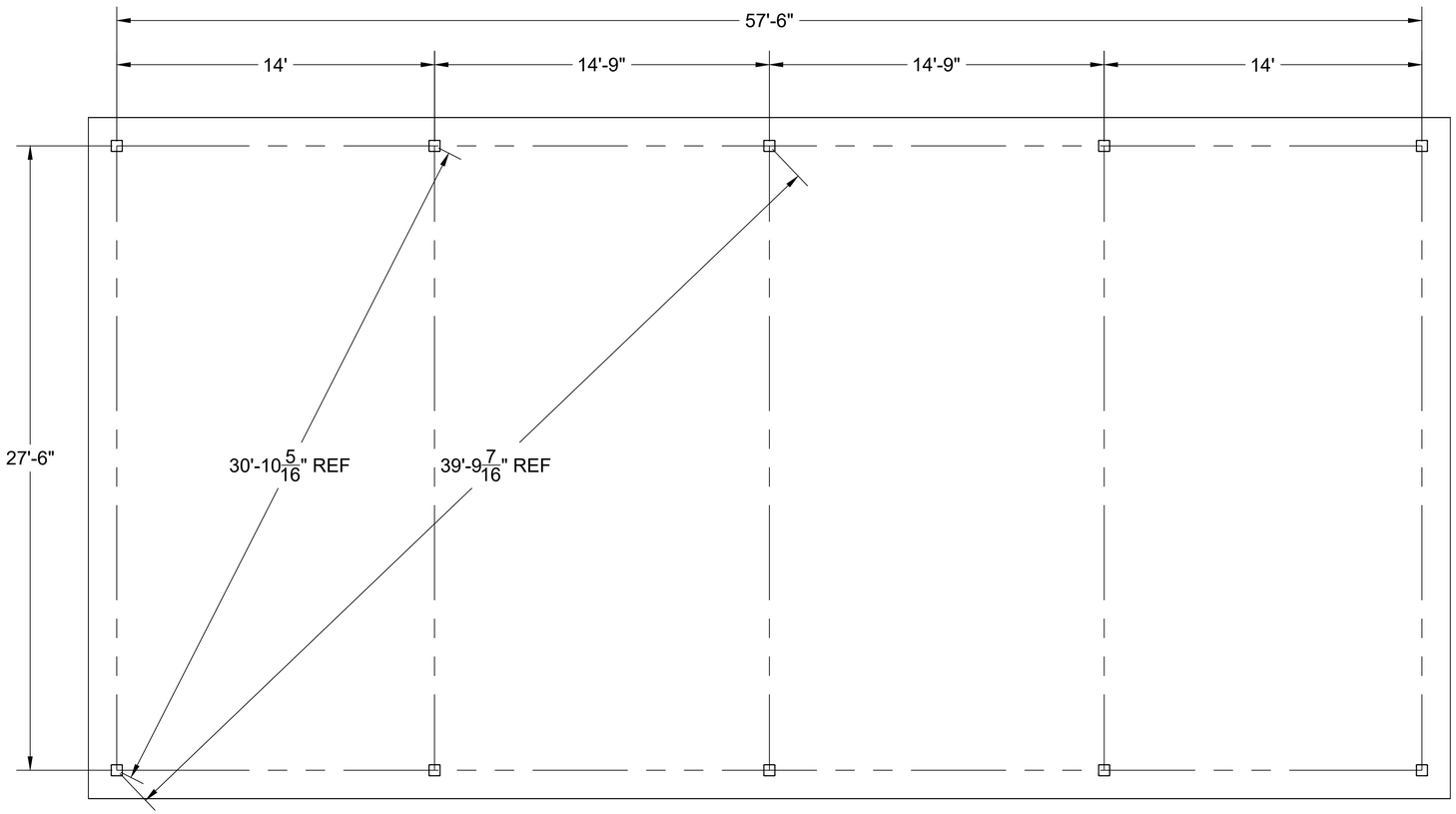
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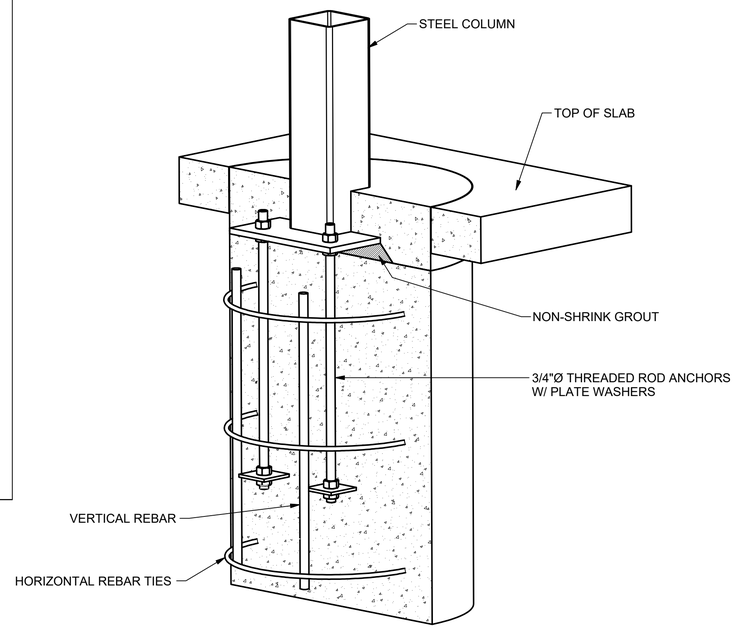
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STEEL COLUMN PIER DETAIL

TYPICAL PIER DIAMETER IS BETWEEN 2'-0" AND 3'-0"±
TYPICAL PIER DEPTH IS BETWEEN 3'-6" AND 5'-6"±

ACTUAL DESIGN WILL VARY DUE TO BUILDING CODE
REQUIREMENTS AND MAY BE SUBSTANTIALLY LARGER.

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