CITY OF COALINGA
The Sunny Side of the Valley

CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

February 15, 2024
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 February 15, 2024 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. Police Department 2023 Annual Report

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 - February 1, 2024
2. Adopt Resolution No. 4198 Authorizing Acceptance of a Grant Award in the Amount of $24,633 from Senate Bill 1383 Local Assistance Grant Program Through the State of California Department of Resources Recycling and Recovery (CalRecycle)
3. Approve Agreement with Merced Community College to Provide a Paramedic Field Internship Program
4. Authorize Staff to Change City Wireless Services From Verizon to T-Mobile
5. Approve Animal Shelter Services Agreement between City of Coalinga and Gimme Love
6. Authorize Assistant City Manager to Execute Lease Agreement with Cal.Net to Install Wireless Relay Point at Palmer Reservoir
7. Authorize Assistant City Manager to Execute Design and Construction Engineering Task Orders with City Engineer for Work related to Affordable Housing Sustainable Communities (AHSC) Grant
8. Housing Successor Agency Consideration of Resolution No. SA 346 Supporting the Allocation of Housing Bond Proceeds In the Form of a Loan for Phase One (31 units) of the Proposed 62 Unit Senior Housing Development Project to be Located at The Corner of Elm and Walnut

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Discussion, Direction and Potential Action regarding Measure J Renewal

   Marissa Trejo, City Manager
2. Presentation of the City of Coalinga Traffic Signal Warrant Counts/Analysis for Jayne Ave at Willow Springs, Juniper Ridge, and Enterprise Parkway

   Sean Brewer, Assistant City Manager

7. ANNOUNCEMENTS

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

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION

1. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8. Property: 605 E Valley (APN: 083-123-07) City Negotiator: City Manager, Negotiating Parties: County of Fresno Auditor-Controller/Treasurer-Tax Collector; Under Negotiation: Terms of Property Purchase, Including Price.

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:	Police Department 2023 Annual Report
Meeting Date:	Thursday, February 15, 2024
From:	Marissa Trejo, City Manager
Prepared by:	Jose Garza, Chief of Police

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
🗋	2023_Annual_Report.pdf	2023 Annual Report

Coalinga Police Department
2023

ANNUAL REPORT



By Police Chief Jose V. Garza

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Coalinga Police Department

MISSION STATEMENT

Our mission is to maintain peace and order through the provision of police services that are of the highest quality and responsive to the needs of the community. We will contribute to the safety and security of the community by apprehending those who commit criminal acts, by developing partnerships to prevent, reduce, or eliminate neighborhood problems by providing police services that are fair, unbiased, judicious, and respectful of the dignity of all individuals.

VALUES STATEMENT

Dedication to timely, excellent, and efficient service to the community.

Honest and ethical behavior by the members of this agency.

Having the upmost integrity and professionalism for the position in which we hold.

Using innovative, creative, and proactive approaches in meeting the demands of crime prevention and law enforcement responsibilities.

Engaging in strategic and future planning and to keep abreast of the latest in law enforcement technology and techniques.

Sensitivity is the key quality that we should bring to our interaction with the public and other agencies in the criminal justice system with whom we interact with.

CHIEF'S MESSAGE

Greetings Coalinga Citizens, Leaders, and Business Owners,

It has been such an honor and privilege serving the citizens of Coalinga and leading the men and women of the Coalinga Police Department (CPD). I am proud to announce that we ended 2023 with a reduction of crime by 15%, compared to an increase of 17% of crime at the end of 2022. The 15% decrease equates to 49 less people victimized in our City. It is the goal of this Department to further reduce the number of people victimized in 2024. In addition, we went beyond our expectations in meeting the goals we set for 2023. We completed Phases 2 through 5 of our Community Video Policing Program (CVPP), which involved the installation of surveillance cameras and license plate captures at10 specific locations in the City. This was made possible by funding from the Bureau of Justice Assistance Rural Violent Crime Reduction Initiative grant, California Intergovernmental Risk Authority, and State funds from Senator Anna Caballero.

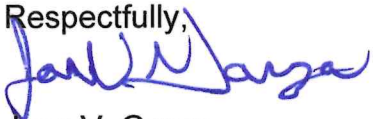
In addition, on October 1, 2023, we were awarded a grant from the Board of State and Community Corrections Organized Retail Theft (BSCC-ORT), which will fund additional two officers through 2027, and help complete Phase 6 of our Community Video Policing Program by adding an additional 36 cameras and license plate captures at specific locations in the City. This financial support from these organizations totaled approximately 2 million dollars towards public safety. The reduction of crime could not be possible without the hard work of the men and women of the Coalinga Police Department and the support of the community, and local leaders. Please refer to the State of the Department statement on the next page, which will clarify the Department's direction, problem solving strategies used to reduce crime, accomplishments, and the subgoals for year 2024.

We ended 2023 with a safer community. However, to keep the momentum going, we need to continue to work together to make our community safer for our families. We need your help, and you can help in several ways. For example, report crime when it occurs, provide any camera footage that captures the suspect (s) committing the crime, and be a good witness. The majority of the criminals arrested are residents of our community. These criminals have countless free programs to help them change their behavior if they choose to. We can only hope the message below posted in the holding facility of the Police Department is read and taken to heart by our resident criminals. Thank you for your continued guidance and support.

Chief's Message to the Criminals in our Community

To the violent gang members, drug dealers, pedophiles, and career thieves preying on our citizens. You are not welcome in our City if you continue to victimize our citizens. The Police Department, in partnership with the citizens of Coalinga, will hold you accountable for your actions. We will do everything under the law to stop and arrest you and displace you if we could from our city limits. It is up to "YOU"-you have a choice, stop victimizing our citizens and become a productive citizen of our community, leave our City, or go to jail, no exceptions.

Respectfully,



Jose V. Garza
Chief of Police

STATE OF THE DEPARTMENT

The State of the Department is heading in the right direction, which will further enhance police services and public safety in the City of Coalinga. This past year 2023, we received approximately 2 million dollars from grants, which will fund two additional officers through 2027, and help complete Phase 6 of our Community Video Policing Program by adding an additional 36 cameras and license plate captures at specific locations in the City. The two additional sworn officer positions will allow the Department to have 24 sworn officers, a staffing level of sworn officers never seen in the City of Coalinga. The ratio of 24 officers is approximately 1.7 officers per 1000 population, which is where we need to remain for the population we serve. It has been my experience that 1.7 to 2.0 sworn officers per 1000 population is a goal that law enforcement agencies strive to achieve, to optimize police services, increase proactivity, and enhance community-police partnerships.

In the 2022 Annual Report, three overarching goals were created through an assessment process to identify how the Department can serve the citizens of Coalinga and reduce crime. These overarching goals will be used as the foundation for the annual report to update the Department's direction, problem solving strategies used to reduce crime, strategies to enhance community trust, and accomplishments for each of the overarching goals. I end the State of the Department with year 2024 subgoals that the Department will strive to achieve each day throughout the next year.

Goal 1: Lead and Build the Department

The Coalinga Police Department is a full-service law enforcement agency conducting operations 24 hours a day, 365 days a year. The Police Department provides primary 911 Police Dispatch responsibilities for the City of Coalinga. The Police Department is divided into two Divisions- Support Services and Operations. Support Services Division consists of 911 dispatch center, records, training, holding facility, fleet services, and scheduling. The Operations Division consists of patrol, investigations, field training, reserves, auditing cannabis facilities, animal control, and property and evidence. Commander Sean Young currently oversees both divisions. My goal as the community grows is to add another commander so we can increase each division's efficiency and effectiveness.

The adopted annual budget for Fiscal Year (FY) 2023/2024 was $4,233,871, which funded 22 sworn officers and 10 non-sworn civilians. However, we were challenged in filling the allocated sworn officers' positions due to two sergeants retiring. The Department promoted two corporals to the rank of sergeant, but we were then left with two corporal vacancies. At the end of 2023, we had 19 sworn officer positions filled. We currently have candidates in the background so we are optimistic that the positions will be filled in the year 2024.

Accomplishments:
The strong advocacy of the City Manager Marissa Trejo, support of the Coalinga City Council, and the funds from the BSCC-ORT will increase sworn officer's levels never seen in the City of Coalinga. The added staffing will allow the Department to have a minimum of 16 patrol officers assigned to patrol and create a Detective Unit. In addition, the funding will add two plain vehicles to our fleet, along with additional computers and large TV monitors for dispatch, officers, and detectives to monitor.

Goal 2: Reduce Crime

We ended 2023 with a safer community but to keep the momentum, we need to continue to work together and hold these criminals accountable for their actions. Prior to implementing the Community Video Policing Program in the City of Coalinga, the Department was solely dependent on camera footage from businesses or residents to help investigate crime after it occurred. We implemented Community Video Policing Program to enhance the safety of our residents and businesses, which had a significant impact on reduction of crimes in the City.

We understand Coalinga residents might have privacy concerns in the Department's use of surveillance cameras and license plate captures in the City. The grants we received required our agency to have a policy in place on the uses of a surveillance system, which we have under Policy 338-Public Safety Video Surveillance System (refer to City of Coalinga website, Police Departments policies for further details on policy 338). The following Policy 338.2 reads:

> *The Coalinga Police Department operates a public safety video surveillance system to complement its anti-crime strategy, to effectively allocate and deploy personnel, and to enhance public safety and security in public areas. Cameras may be placed in strategic locations throughout the City to detect and deter crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters and to assist City officials in providing services to the community.*
>
> *Video surveillance in public areas will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.*

Accomplishments:
In January 2023, funding from the Bureau of Justice Assistance Rural Violent Crime Reduction Initiative allowed the department to complete Phases 2 to 5 of our Community Video Policing Program (CVPP), which added additional cameras and license plate captures at 6 locations. The cameras and license plate captures installed at 10 locations in the City have already had a positive impact in aiding the department in investigations to reduce crime. On October 1, 2023, we were awarded a grant from the Board of State and Community Corrections Organized Retail Theft, which will fund additional two officers through 2027, and help complete Phase 6 of our Community Video Policing Program, which will add an additional 36 cameras and license plate captures at specific locations in the City.

Unfortunately, we did not meet one goal for 2023. Goal 4 was to create a new "homeowner" ordinance, which holds owners accountable to stop criminal activity occurring in their homes by family members who may be involved in illegal activity (e.g., gangs, drugs), or face a stiff fine. The goal was not completed due to state restrictions implemented by the Governor of California.

Goal 3: Build Community Trust

On August 30, 2023, the Department hosted the first Police Chief's Advisory Board (CAB) meeting, which is comprised of Council District representatives, school officials, managers, business owners, and community members. The purpose of the Board is to provide feedback on proposed police programs and priorities, along with being a sounding board for the Department on how we can

address issues of concern and improve our services. In addition, the Council's committees on Animal Control and Beautification were added under the umbrella of the Chief's Advisory Board. At our last meeting in December 2023, members made recommendations on what they would like the Department to address in the year 2024, which were added to 2024 subgoals.

Accomplishments: In building community trust, The Police Department continues to be fully immersed in the development of community-police partnerships. In 2023, we positively engaged the community at numerous events, such as Mardi Gras, Autism Awareness Walk, Annual Horn Toad Parade/Carnival, Easter Egg Hunt, Trunk for Treats, Christmas Parade, and Christmas Gifts Give Away. In addition, in the month of October, we launched Cop-tober every Saturday and who can forget dunking Commander Sean Young and officers in the water tank at National Night Out. These events have enhanced community trust with Coalinga Police Department employees.

We will continue to work on these three overarching goals and expand our work to accomplish the following 2024 subgoals with your continued guidance and support.

For Fiscal Year (FY) 2024

Below are the subgoals that fall under the respective overarching goals that will be accomplished in 2024.

Goal 1: Lead and Build the Department

Subgoal 1a: Hire additional officers and create a Detective Unit.

Goal 2: Reduce Crime

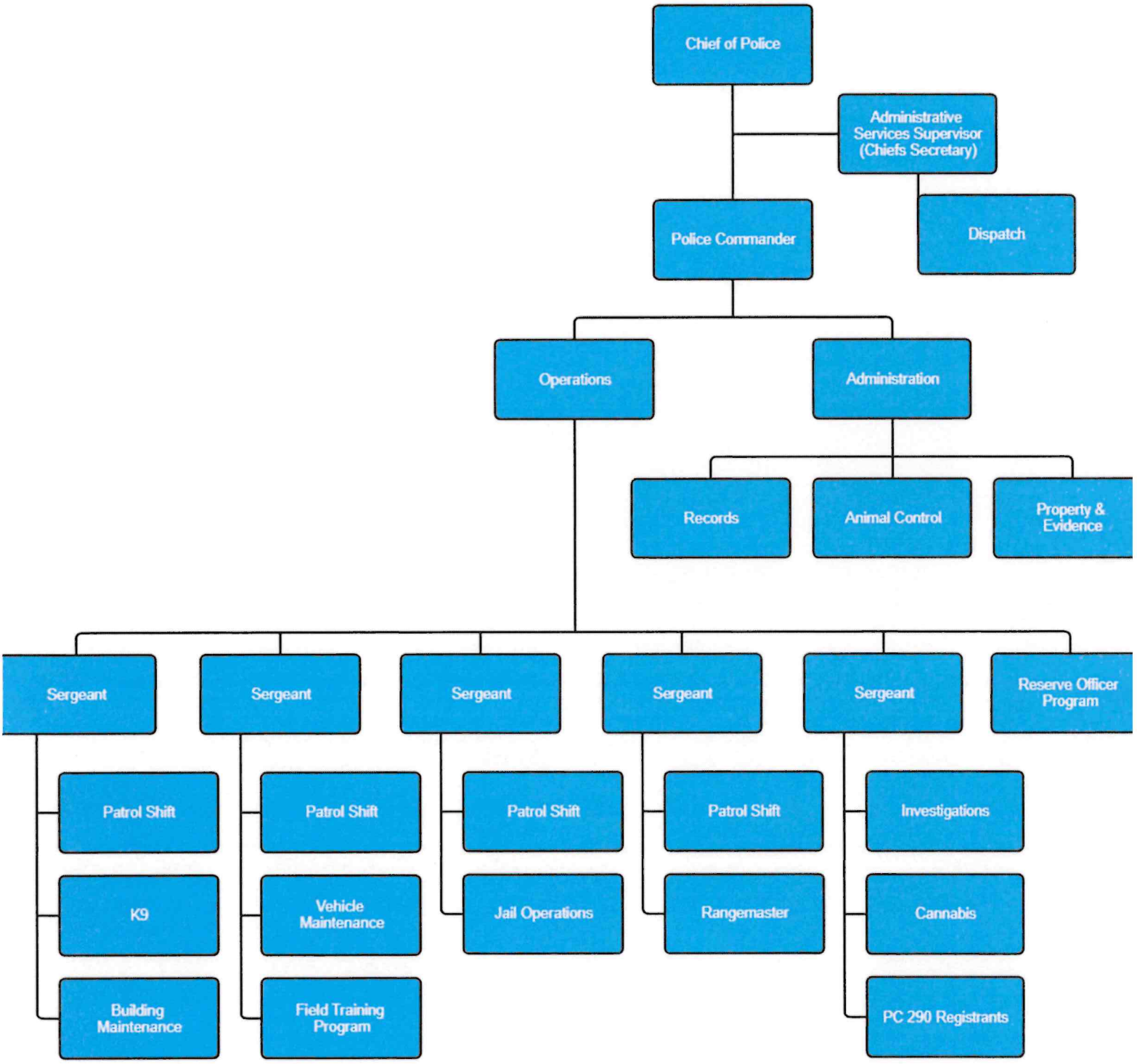
Subgoal 2a: Complete Phase 6 of the Community Video Policing Program by installing 36 new video surveillance cameras and monitoring equipment.

Subgoal 2b: Implement Year 1 of the BSCC-ORT grant, which includes developing and implementing an evaluation plan of process and outcome measures, specific to the goals of the grant for the next three years, and forming a coalition of Retailers and installing 50 Hide/Lock/Take vehicle theft prevention signs in Retailers parking lots. (refer to city website on adoption of the Agreement on October 5, 2023).

Goal 3: Build Community Trust

Subgoal 3a: Address the Police Chief's Advisory Board members' recommendations, such as increase traffic safety around the schools, especially in the morning, decrease the number of vehicles, and off-road vehicles speeding on city streets, decrease homeless trespassing on private property, and increase proactive patrolling of city streets.

COALINGA POLICE DEPARTMENT
ORGANIZATIONAL CHART



2023 Staffing Levels – 31 Positions

Sworn Staff: 19 Full Time
1 Part Time Sworn

1	Chief of Police
1	Police Commander
5	Police Sergeants
2	Police Corporals
10	Police Officers
1	Vacant Reserve Police Officer

Professional Staff: 8 Full Time
3 Part-Time

1	Administrative Services Supervisor
7	Police Technicians 5 – Dispatchers 1 – Records Clerk 1 – Evidence Technician
1	Part Time Animal Control Officer
1	Part Time Police Technician
1	Vacant Part Time Police Technician

Uniform Crime Report Statistics

The Uniform Crime Report (UCR) is the oldest measure of crime reporting in the United States. Developed in the 1920s by the FBI, the report receives its data from victims' reports of crime to law enforcement. There are 7 Part 1 Crimes in the Uniform Crime Report (Homicide, Rape, Robbery, Assault, Burglary, Larceny and Auto Theft), which are mandated reporting to the Department of Justice each month by all Law Enforcement agencies. Law Enforcement agencies use month to month and year to year analysis to predict crime trends.

By the end of 2023, Part 1 Crimes decreased by 15%, which meant we had 49 less people victimized in the City of Coalinga, compared to an increase of 17% of crime at the end of 2022. According to the Month to Month and Year to Year Table of Part 1 Crimes below, there was an increase in Rapes and Auto Thefts, and a decrease in Robbery and Burglary in 2023.

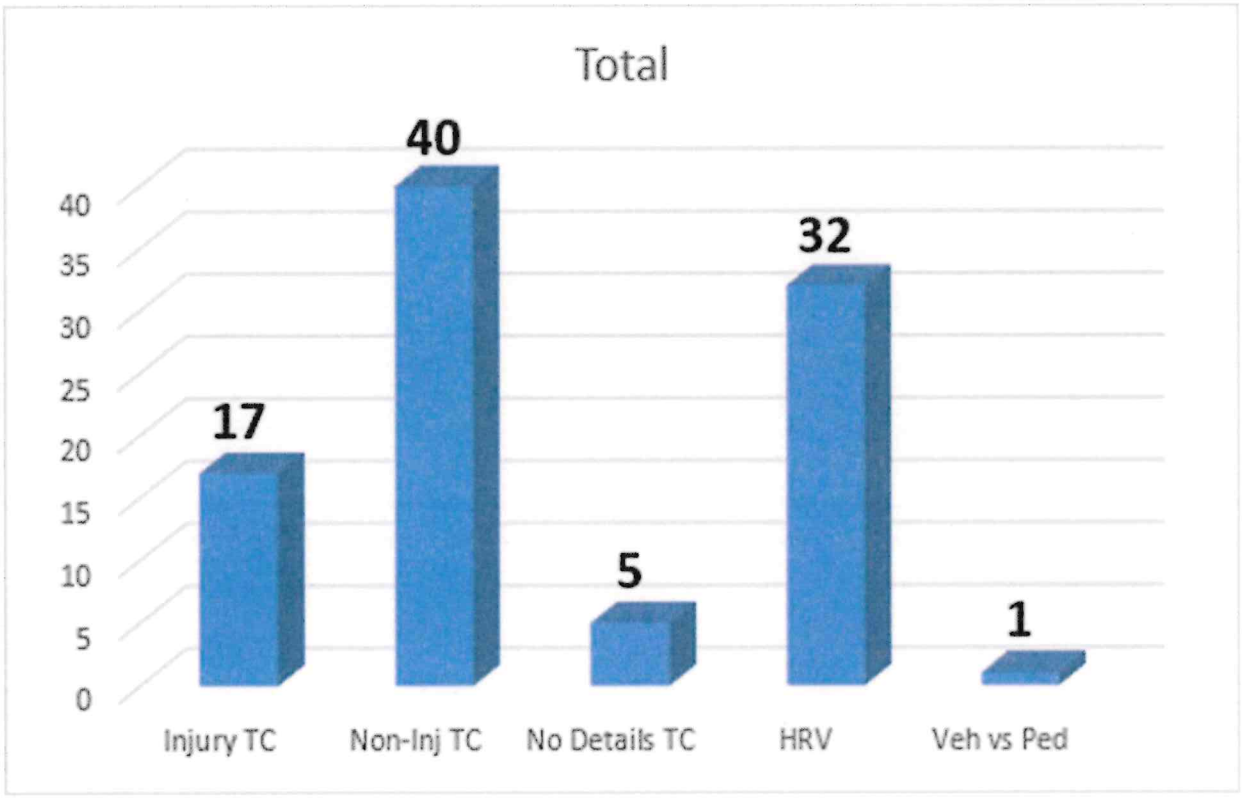
PART 1 CRIMES						
	Last DEC	This DEC	% CHANGE	YTD 2022	YTD 2023	% CHANGE
HOMICIDE	0	0	0%	0	0	0%
RAPE	0	1	-100%	4	7	75%
ROBBERY	1	0	-100%	6	3	-50%
ASSAULT	9	10	11%	165	141	-15%
BURGLARY	3	0	-100%	55	18	-67%
LARCENY	7	5	-29%	85	90	6%
AUTO THEFT	3	1	100%	10	18	80%
TOTAL PART ONE	**23**	**17**	**-26%**	**325**	**276**	**-15%**

Calls for Service Statistics:

The best way to analyze the activity of the Police Department is using raw calls for service data. This data shows both activities generated by the public and by patrol. In 2023, the Police Department handled 15,564 Calls for Service (CFS) compared to 2022, the Police Department handled 13,704 CFS, which is a 13.6 % increase in calls for service in 2023.

Traffic Accident Statistics:

The Coalinga Police Department is responsible for traffic enforcement for the City of Coalinga. In 2023, the Department responded to 95 traffic accidents that occurred in the city.



Animal Control Statistics

Gimme Love, a non-profit organization, is responsible for the care and welfare of the animal shelter in the City of Coalinga. The Police Department uniform patrol officers responded to 208 animal complaints and wrote 20 reports in 2023.

Gimme Love's 2023 Intake Statistics:

Total Dogs 610
Owner surrender 184
Stray 414
Impound 12
Return to owner 114
Rescue 452
Adopt 44
Deceased 5

Total Cats 300
Stray 300
Owner surrender 26
Impound 16
Adopt 20
Return to owner 3
Rescue 253
Deceased 65

1 Rabbit adopted
1 Chinchilla adopted
1 Pig returned to owner
Total intake: 955

Canine Program

The City of Coalinga has two K9 Handlers, Sergeant Damian Sparks and his K9 Boss and Corporal David Cano and his K9 Nitro.

K9 Boss went in service in late June of 2023 and had 8- Apprehension Deployments, 6-surrenders, 0-contacts (bites), and 2-searches with no finds.

In addition, K9 Boss had 20 -Narcotics Detection Deployments, 15 finds, and 5 alerts with no finds (odor is there even if narcotics are not). Over ½ pound of illegal narcotics such as crystal methamphetamine, cocaine, fentanyl and or narcotic paraphernalia seized 288.2 grams of illegal narcotics and due to K9 Boss' positive alerts for narcotics, two firearms were located and seized.

K9 Nitro had 9-Narcotics Detection Deployments, - 9 alerts and approximately 16 grams of methamphetamine seized.

Press Releases

In 2023, the Coalinga Police Department sent out 20 Press Releases. The following are two Notable Cases:

Firearm and Narcotics Recovered in Search Warrant

On March 28, 2023, officers of the Coalinga Police Department, with the assistance of the Crisis Response Team from the California Department of Corrections and Rehabilitation, Avenal Police Department and Huron Police Department served a search warrant at 6 different locations within the City of Coalinga. The search warrant was related to the shooting that took place on the evening of February 14th, 2023, at Keck Park. The locations include residences and apartments in the 100 block of South Princeton, 300 block of Adams, 300 block of East Polk, 400 block of East Polk, 700 block of North Coalinga, and the 100 block of East Cherry.

As a result of the search warrant, a pistol, with the serial numbers scratched off and a high-capacity magazine, ammunition, narcotics, narcotics paraphernalia, and gang indicia were recovered. Coalinga residents Daniel Solorio, Kevin Hernandez and Julian Perez-Reynoza were all arrested for charges including Attempted Murder, Conspiracy to Commit Murder, Assault with a Deadly Weapon, Accessory and Criminal Street Gang Members in Possession of Firearms.

Off-Road Vehicle Concerns

The Police Department has been receiving several calls and complaints regarding off-road vehicles driving on the city streets, and many times driving in a reckless manner. The Police Department would like to remind community members taking part in such activity, that it is illegal to operate off-road vehicles on city streets. Any vehicle operated on a city street / highway / freeway must comply with the California Vehicle Code, specifically equipment, registration, insurance, and licensing sections. Parents need to understand that they are just as liable as their children are when allowing them to ride their off-road vehicles on the roadway and can be cited for allowing such actions.

The Police Department will continue to try to enforce the various vehicle code violations when it comes to off-road vehicles. Unfortunately, this will, at times, result in vehicles being towed for those riding them without a valid driver's license, and citations being issued to those not properly equipped to be on city streets and those not properly registered or insured. The Police Department is asking you to ride safely, responsibly, and within the laws of the California Vehicle Code.

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

Subject:	Approve MINUTES - February 1, 2024
Meeting Date:	Thursday, February 15, 2024
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_020124.pdf	Minutes - February 1, 2024

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA
February 1, 2024

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, Police Commander Sean Young, Financial Services Director Mai Vang (via Zoom), Administrative Analyst Mercedes Garcia, Fire Chief Greg DuPuis, Public Works and Utilities Coordinator Larry Miller, and City Clerk Shannon Jensen
Council Members Absent:	None
Others Absent:	Chief of Police Jose Garza and City Treasurer Dawn Kahikina,
Changes to the Agenda:	City Manager Marissa Trejo announced the following changes to the Agenda: 1. Councilman Hedgecock requested that Item No. 5.11 be Tabled for now.

*Motion by Schindler, Second by Hedgecock to Approve the Agenda for the meeting of February 1, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Presentation of 2023 Firefighter of the Year

Fire Chief Greg DuPuis presented Firefighter/Paramedic Arnold Dangaran with a certificate for 2023 Firefighter of the Year.

2. Presentation of Proposed Community Workday to Rehabilitate the Gazebo at Frame Park by Community Scholarship Alliance

Erin Brewer, of the Community Scholarship Alliance presented plans for the community workday to rehabilitate the Gazebo at Frame Park.

3. Introduce Full-Time Animal Control Officer Jonathan Bell

Mayor Horn introduced Full-Time Animal Control Officer Jonathan Bell.

3. CITIZEN COMMENTS

The following individual(s) spoke under Citizen Comments:

Wendy, resident of the Peppertree Apartments and member of Coalinga Tenants United, spoke of concerns of rent increases and maintenance issues.

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

None

4. PUBLIC HEARINGS

None

5. CONSENT CALENDAR

1. Approve MINUTES – January 18, 2024

2. Check Register: 12/01/2023 – 12/31/2023

3. Adopt Resolution No. 4196 Authorizing the City Manager to Submit a Grant Application to the San Joaquin Valley Air Pollution Control District for Administration and Community Development Vehicles Under the Public Benefit Grant Program

4. Waive the Second Reading and Adopt Ordinance No. 864 Amending the Peddlers and Solicitors Licensing Requirements to Exempt Peddlers from the Licensing Requirements for those who do not Make Contact with the Occupants of the Residence

5. Information Only: Fresno County Response on Status of Repairs to Los Gatos Park

6. Information Only: Municipal Code Sections regarding Animal Control

7. Information Only: Fresno County Response on Homelessness and Mental Health Services Provided in Coalinga

8. Annual Review of City of Coalinga Council Rules of Procedure

Councilman Vosburg Pulled Item No. 5.8 for discussion.

Councilman Vosburg requested the City of Coalinga Council Rules of Procedure be updated to include recent changes regarding campaign finance rules. Councilman Vosburg also requested langue be added to address the Council's procedures for filling future vacancies on the Council from a Councilmember vacating their seat.

Mayor Horn requested language be added to address who will run the meeting should the Mayor and Mayor Pro-Tem be absent.

Consensus of the Council is for the City Attorney to draft changes to the City of Coalinga Council Rules of Procedure and bring back for Council's consideration and approval at the March 7, 2024 Meeting.

9. Extend Current Animal Shelter Services Agreement between City of Coalinga and Gimme Love through February 29, 2024

10. Direct City Manager to Coordinate a Teambuilding Event for Elected Officials and City Management Team Annually

11. Direct Staff to Bring Back Suggestions Derived from January 10, 2024 Public Workshop regarding Animal Control for Council Consideration and Potential Approval

Item No. 5.11 was Tabled during Changes to the Agenda at the request of Councilman Hedgecock.

12. Direct City Manager to Partner with Community Scholarship Alliance in their Efforts to Coordinate a Community Work Day to Rehabilitate Frame Park Gazebo

13. Public Works, Utilities & Community Development Quarterly Report for Oct – Dec 2023

*Motion by Vosburg, Second by Schindler to **Approve** Consent Calendar Item Nos. 5.1 through 5.10 and 5.12 through 5.13. Motion **Approved** by a 5/0 Roll-Call Majority Vote.*

Item Nos. 5.11 was Tabled during Changes to the Agenda.

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

None

7. ANNOUNCEMENTS

City Manager's Announcements:

City Manager Marissa Trejo announced that the Code Enforcement Officer and Animal Control Officer attended training in Fresno and won a $5,000 award to be used for animal control.

Mrs. Trejo announced that she, along with City Clerk Shannon Jensen, attended an meeting in Fresno with the Fresno County Homeless Outreach Services department on how they can better serve our community.

Mrs. Trejo announced that the City will be working with Fresno State engineering students who will be designing the space for the development of an outdoor food truck and event space on the vacant lot across from Ron's Barber Shop on Elm Avenue.

Council Member's Announcements:

Councilman Vosburg announced that he will continue to fight for Fresno County's responsibility to repair and maintain Los Gatos Park.

Mayor Pro-Tem Ramirez stated he had also reached out to Fresno County Board of Supervisors Buddy Mendes regarding the condition of the park.

Mayor's Announcements:

None

8. FUTURE AGENDA ITEMS

Councilmember Vosburg requested a Future Agenda Item directing staff to add information received from Kings View (homeless resources) be added to the City's website, posted at the Library and be provided to the Resource Center.

Mayor Horn requested a Future Agenda Item for a quote on window monitor for the front of City Hall where important information can be posted.

Councilman Vosburg requested a Future Agenda Item for information on taking legal action against Fresno County and their lack of action on their responsibilities to repair and maintain Los Gatos Park.

9. CLOSED SESSION

None

10. CLOSED SESSION REPORT

None

11. ADJOURNMENT 6:30 PM

APPROVED:

_____
James Horn, Mayor

ATTEST:

_____
Shannon Jensen, City Clerk

February 15, 2024
Date

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

Subject:	Adopt Resolution No. 4198 Authorizing Acceptance of a Grant Award in the Amount of $24,633 from Senate Bill 1383 Local Assistance Grant Program Through the State of California Department of Resources Recycling and Recovery (CalRecycle)
Meeting Date:	Thursday, February 15, 2024
From:	Marissa Trejo, City Manager
Prepared by:	Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

City Manager recommends the City Council to

1. Adopt Resolution No. 4198 Acceptance of a Grant Award in the Amount of $24,633 from Senate Bill 1383 Local Assistance Grant Program Through the State of California Department of Resources Recycling and Recovery (CalRecycle); and

2. Authorize the Purchase of countertop compost pails to be distributed to residents from Toter in the amount of $12,448.12

II. BACKGROUND:

In September of 2016, former Governor Jerry Brown signed SB 1383 to reduce emissions of short-lived climate pollutants through mandatory recycling of organic waste. The regulations for SB 1383 require jurisdictions to implement a variety of organic waste recovery programs including curbside collection, education and outreach, contamination monitoring, edible food recovery, and inspection and enforcement.

In January 2022, CalRecycle announced the SB 1383 Local Assistance Grant Program to provide jurisdictions with a one-time grant to assist in implementing the various organic waste recovery programs. This was a noncompetitive formulaic grant and all jurisdictions received a minimum distribution of $20,000. The remaining allocation of $57 million is to be dispersed amongst the jurisdictions with approved applications, based upon population. The City of Coalinga submitted a successful grant application to implement many of the required programs. Based on progress achieved thus far, staff believes that the most significant impact would be attained by using the grant funds to promote, educate, and provide resources to residents to aid them in complying with SB 1383. The funding will be used for the purchase of compost and mulch to meet the City procurement requirement or recovered organic waste product target and to purchase countertop compost pails to be distributed to residents upon request at no charge.

III. DISCUSSION:

Authorize the acceptance of the award from CalRecycle for SB 1383 local assistance grant funding in the amount of $24,633, with no local match required for the purchase of compost and mulch to meet the City of Coalinga procurement requirement of organic waste products. The purchase of of countertop compost pails

for food waste to be distributed to residents will also be purchased using grant funds.

IV. ALTERNATIVES:

Not approve Resolution No. 4198.

V. FISCAL IMPACT:

Accepting the grant funds would not result in any anticipated fiscal impacts. The grant program does not have any matching requirements. The funding will enable the City to reach procurement requirements and provide organic waste recovery countertop pails to residents.

ATTACHMENTS:

File Name	Description
RESO#4198_Approving_Acceptance_of_CalRecycle_Grant_Funds_020724.pdf	Resolution 4198
City_of_Coalinga-_2g_Organic_Toter_Bins_V1_(002).pdf	Toter Quote

RESOLUTION NO. 4198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDING FOR THE SENATE BILL 1383 LOCAL ASSISTANCE GRANT PROGRAM THROUGH THE STATE OF CALIFONIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) IN THE AMOUNT OF $24,633

WHEREAS, Public Resources Code sections 48000 et seq. authorize the State of California Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the state's efforts to reduce, recycle, and reuse solid waste generated in the state, thereby preserving landfill capacity, and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle announced the availability of the Senate Bill 1383 (SB 1383) Local Assistance Grant Program intended to provide jurisdictions with a one-time grant to assist in implementing program requirements; and

WHEREAS, the the Recycling and Waste Division submitted a successful grant program application to implement many of the required programs to promote, educate and provide resources to residents to aid them in complying with SB 1383. NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Coalinga

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Coalinga hereby authorizes the City Manager to: Accept the SB 1383 Local Assistance Grant Program funding in the amount of $24,633 from the Department of Resources Recycling and Recovery (CalRecycle)

PASSED AND ADOPTED by the City Council of the City of Coalinga at a Regular meeting held on the **15th day of February 2024**, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

APPROVED:

_____

James Horn, Mayor

ATTEST:

_____

Shannon Jensen, City Clerk

Toter®

1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10300017

Sell To:

Contact Name	Mercedes Garcia
Bill To Name	City of Coalinga
Bill To	155 W Durian Ave Coalinga, CA 93210 USA
Email	mgarcia@coalinga.com
Phone	5599351533 ext 130

Ship To Name	City of Coalinga
Ship To	TBD Coalinga, CA 93210 USA

Quote Information

Salesperson	Michael Lynn
Salesperson Email	mlynn@wastequip.com
Salesperson Phone	(916) 203-9640

Created Date	1/25/2024
Expiration Date	2/9/2024
Quote Number	WQ-10300017 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Quantity	Sales Price	Total Price
2G Organics Bin | Standard Bin Color - Beige	2G Organics Bin | Standard Bin Color - Beige		2,000.00	$3.60	$7,200.00
2G Organics Bin | Standard Lid Color - White, Solid	2G Organics Bin | Standard Lid Color - White, Solid		2,000.00	$0.00	$0.00
2G Organics Bin | Hot Stamp Option	2G Organics Bin | Hot Stamp Option Minimum order 2000 units		2,000.00	$0.77	$1,540.00
Plastics - Graphic	--- One time Set up Charge for New Graphic	Waiving new HS setup fee	1.00	$0.00	$0.00

Payment Terms	Net 30 Days if credit has been established
Shipping Terms	FOB Origin

Subtotal	$8,740.00
Shipping	$2,923.70
Tax	$784.42
Grand Total	$12,448.12

Additional Information

Additional Terms

Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale (“Wastequip’s Terms””) located at: https://www.wastequip.com/terms-conditions-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip’s Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information

Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation

1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10300017

and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

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

Subject:	Approve Agreement with Merced Community College to Provide a Paramedic Field Internship Program
Meeting Date:	Thursday, February 15, 2024
From:	Marissa Trejo, City Manager
Prepared by:	Greg DuPuis, Fire Chief

I. RECOMMENDATION:

The Fire Chief recommends approving the agreement with Merced Community College Paramedic Program to provide a Paramedic field internship program between the City of Merced Fire Department and the City of Coalinga Fire Department.

II. BACKGROUND:

The City of Merced is entering into ALS transport services and is seeking locations to send their Paramedic interns for field internship once they complete the classroom portion of their training. All interns will be City of Merced Firefighters assigned to a Coalinga Fire Department Paramedic who is designated as a Fresno County Paramedic Preceptor.

III. DISCUSSION:

The City of Merced Fire Chief contacted the Chief and asked if we would be interested in providing a location to send their Paramedic interns for the field internship phase. The Merced Chief felt his students would be better served with a known Fire Department that provides ALS transport services. The City of Coalinga was recommend for our call volume, call types, reputation of Paramedics, and commitment to education.

The Fire Department has 3 preceptor level Paramedics that have expressed interest in taking on an intern. They will be able to provide a high level of experience and clinical training opportunities in an appropriate clinical setting. The Department would only have one intern at a time and that intern will be assigned the same shift as his preceptor. There would be no changes to staffing levels.

IV. ALTERNATIVES:

1. Do not approve the agreement

V. FISCAL IMPACT:

None

ATTACHMENTS:

File Name	Description
EMS_Clinical_Affiliation_Agreement-revised_2023.pdf	Merced Community College Agreement

Merced Community College District
Emergency Medical Services Programs
Clinical Affiliation Agreement

Company

Start Date *End Date*

This Emergency Medical Services (EMS) Clinical Affiliation Agreement ("Agreement") is between Merced Community College District ("District"), a California community college district and political subdivision of the State of California, and ("Company"). District and Company are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District offers an approved healthcare education program leading to certification or licensure of its studentsas Emergency Medical Technicians and Paramedics which require clinical training experience; and

WHEREAS, Company is a provider of emergency medical services and has the ability to provide this clinical training experience; and

WHEREAS, it is essential for Students in healthcare education programs at District to acquire such clinical training experience during their learning process; and

WHEREAS, it is beneficial to Company to contribute to the education of a future supply of healthcare professionals;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties hereto do herebyagree as follows:

1. TERM. This Agreement shall commence on **and shall continue in full force and effect thereafter until and including** ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

2. TERMINATION.

   A. Termination without Cause. Either Party may terminate this Agreement without cause by giving the other Party one full semester advance written notice. Students then enrolled in clinical training experience shall be entitled to complete the full semester prior to the termination of the Agreement.

   B. Termination with Cause. Either Party may terminate this Agreement at any time for cause upon delivery of a written notice to the other Party if the other Party materially defaults in the performance of any provision of this Agreement and such default continues for a period of thirty (30) days after delivery of a written notice to the other Party stating the specific default.

3. GENERAL RESPONSIBILITIES OF DISTRICT.

   A. Designation of Students. District shall designate students from those enrolled in its Emergency Medical Services ("EMS") Program for assignment to Company for clinical training experience ("Students"). District shall designate a District staff member to coordinate the Students' clinical training experience at the Company. Students must meet minimum requirements of EMS Program.

   B. CPR Certification. District shall require current Cardiac Pulmonary Resuscitation ("CPR") certification of each EMS Student prior to beginning the clinical training experience. District shall advise the Students that they shall carry theirCPR certification during the clinical training experience.

   C. EMT Certification. District shall require current EMT certification of each Paramedic Student prior to the beginning of the clinical training experience. District shall advise the Students that they shall carry their EMT certification during their clinical training experience.

   D. Uniforms and Identification. District shall require Students to wear the uniform requirements of the EMS Program, and the Company, if any. All Students shall be required to wear a photo ID nametag stating their name and institution and designating them as a Student.

   E. Program Administration.

      i. District shall provide administrative service for attendance and academic records, and the preparation of official reports for local, state and other supervisory groups.

      ii. District shall prepare the necessary schedules, directives and memoranda relating particularly to the EMS Program for the Company.

iii. District shall provide a list of eligible Students who will be assigned to Company for clinical training experiences during that semester. District shall notify Company, in advance, of any changes in assignment of Students for clinical training experience made during the semester.

iv. District will provide Company with the current clinical goals and objectives for Students.

E. Facility Policies and Procedures. District shall direct Students to comply with the policies and procedures of the Company, including, but not limited to adherence to the EMT or Paramedic scope of practice as required by the Department of Public, Health County of Merced, attached hereto and made a part hereof as Exhibit A.

F. Protection of Health Information. District shall direct Students regarding confidentiality of patient information and governing use and disclosure of individually identifiable health information under federal law, specifically, 45 C.F.R. parts 160 and 164 (pertaining to the "Health Insurance Portability and Accountability Act"). Solely for the purpose of defining Students' role in relation to the use and disclosure of Company's protected health information, Students are defined as members of Company's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, Students are not and shall not be considered to be employees of Company.

4. GENERAL RESPONSIBILITIES OF COMPANY.

A. Access to Clinical Training Experience. Company shall provide experience and clinical training opportunities of educational value in appropriate clinical settings for learning experiences for Students designated by District and as prescribed by District's objectives.

B. Acceptance of Students. Company shall accept Students designated by District for clinical training experience assignments. Students assigned to Company for clinical training experiences are under the supervision, control, and responsibility of Company while participating in clinical training experience.

C. Orientation.

i. Company shall provide District with copies of appropriate policies and procedures.

ii. Company shall instruct all Students regarding the confidentiality of all information obtained concerning any patient, event, or occurrence while participating in clinical training experience.

iii. Company shall provide an individual qualified to provide instructional guidance who shall coordinate the training programs, the use of visual aids, and Student orientation to the organization, including workplace safety issues and other information specific to clinical training experience.

D. Staff. Company's staff shall participate in the educational learning process as a resource to Student. Company's staff will not be decreased because Students are participating in clinical training experience.

E. Medical Resources. Company shall provide access to patient care reports for patients encountered during clinical training experience for use by Students as appropriate and as mutually defined by Company and District.

F. Patient Responsibility. Company shall at all times retain the authority and responsibility for patient care and related duties when Students are participating in clinical training experience.

G. Removal from Assignment or Clinical Training Experience. Company may at any time summarily dismiss Students from a clinical training experience for causes related to the quality of patient care, or conduct of Students while participating in clinical training experience. Company must contact District's EMS Programs Director in the event of a Student dismissal and Company must provide a report to District and Student detailing the reason(s) for the dismissal, which reasons shall not be those prohibited under Section 9.

H. Emergency Medical Care. Company shall provide emergency medical treatment for those Students who are injured or exposed to air or blood borne pathogens while participating in clinical training experience. An incident report shall be prepared by Company in accordance with Section I, below.

I. Incident Report. While participating in clinical training experience, in the event that a Student is involved in an incident involving the health or safety of any individual, Company agrees to prepare a written incident report and provide a copy of such incident report to District, District EMS Programs Director, as well as to the involved Student. In the event that an investigation of an incident involving a Student is conducted by Company, District shall be provided with a copy of the results of the investigation.

J. Licenses and Permits. Company shall maintain all approvals, licenses and permits required by the State of California, county or any local governmental agency, necessary to provide clinical training experience provided herein.

5. DISTRICT AND COMPANY FURTHER AGREE.

A. Rules. Designated Students shall be subject to the rules and regulations of District and Company.

B. Waiver. Prior to participating in clinical training experiences, Company will instruct Students to read, understand, and sign Company's internal clinical training waiver, attached hereto and made a part hereof as Exhibit B.

C. Schedule. The semester dates and the days and hours of clinical training experience assignments shall be mutually agreed upon by District and Company. Clinical training experience shall take place at specific dates, times and at the approved locations. Company shall have a list of names of all Students with their training schedule.

D. Student Health Insurance. Individual health insurance coverage is a responsibility and at the discretion of Students.

E. No Student Payment.

i. Students shall receive no salary or stipend for the clinical service they may give in the course of clinical training experience, with the exception of Students who may have received a scholarship.

ii. Company may not furnish any uniform or transportation for Students.

F. Healthcare Standards. The standards of the healthcare programs shall be maintained by District and Company at a level equal to or exceeding the standards set forth by the appropriate State regulatory agencies.

G. Privacy of Student Records. The Parties acknowledge that Student educational and medical records are protected by the Family Education Rights and Privacy Act ("FERPA") and California law, and that Student permission must be obtained before releasing Student records. District agrees to provide guidance to Company with respect to complying with FERPA and associated state laws.

H. Compliance with Laws. Both Parties agree to comply with all local, state and federal laws and regulations.

6. INDEMNIFICATION.

A. Indemnification by District. District agrees to indemnify, defend and hold harmless Company and each of its parents, affiliates, subsidiaries, authorized representatives , officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney's fees, whether against District, Company or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by District, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of Company.

B. Indemnification by Company. Company agrees to indemnify, defend and hold harmless District, District's Board of Trustees, and each of their parents, affiliates, subsidiaries, authorized representatives , officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney's fees, whether against Company, District or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Company, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of District.

7. INSURANCE.

A. The Agency shall maintain during the term of this Agreement General Liability Insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage. The insurance policy(ies) shall be endorsed to name Merced Community College District, its trustees, officers, agents, employees, and volunteers as additional insureds as their interest appear. Workers Compensation insurance within the statutory limits is required of employers.

8. DISPUTE RESOLUTION.

A. In the event of any dispute arising under the terms of this Agreement, Company and District shall meet and confer within seventy-two (72) hours of the request of any Party with the objective of negotiating in good faith to resolve such dispute. If within seven (7) calendar days of this meeting, or such longer period as may be mutually agreed upon by the Parties, the dispute cannot be resolved by the Parties' mutual satisfaction, the Parties shall mutually select a mediator to facilitate the resolution of the dispute through mediation. The mediator shall conduct the proceedings as he or she deems appropriate to resolve the dispute. The fees and expenses of the mediator shall be divided equally between the Parties, provided that each Party shall be responsible for their own costs, including the costs of counsel, related to the mediation. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty-five (45) days of the initial request for mediation.

9. NON-DISCRIMINATION.

A. The Parties shall not discriminate on the basis of race, color, religion, nationality, national origin, ancestry, pregnancy, sex, genetic information, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or military or Vietnam-era veteran status in its acceptance, assignment, treatment, evaluation or compensation of Students who participate in programs sponsored or arranged by District.

B. Consistent with the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, and Title II of the American with Disabilities Act, 42 U.S.C. § 12132 (collectively the "Acts") the Parties recognize their obligation to disabled Students who can meet the essential eligibility requirements of ride-along experience with or without reasonable accommodation. While the Acts do not require Company to substantially modify or lower its standards to accommodate disabled Students, the issue of reasonable accommodation depends on the individual circumstances of each Student, and this determination requires a fact-specific, individualized analysis of the disabled individual's circumstances and the accommodations that might allow him or her to meet ride-along experience standards. The Parties agree to participate in the accommodation process as required by law.

10. GENERAL TERMS AND CONDITIONS.

A. Trademark/Logo Use. Company must obtain written approval from District's Public Information Office ("PIO") to use District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Company with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Company's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Company shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

B. Independent Contractor. The Parties expressly agree that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between or among District, Company, and/or Students, but rather as an agreement by and between independent contractors. Company shall not assume any liability under any employment law based on Students performing services, receiving education, or traveling pursuant to this Agreement. Students are volunteers at Company and are not employees of either Party during their ride- along experience. In accordance with applicable law, the District shall provide workers' compensation coverage during the course and scope of the Students' ride-along experience.

C. Policies & Procedures and Rules & Regulations. Company will comply with District's policies, procedures, rules and regulations and applicable laws.

D. Assignment. The obligation of Company pursuant to this Agreement shall not be assigned by Company without the express, written approval of District.

E. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

F. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

G. Successors and Assigns. This Agreement shall be binding upon and be to the benefit of the Parties and their respective successors and permitted assigns.

H. Non-Waiver. The failure of District or Company to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

I. Force Majeure. Neither Party shall be deemed in default or in violation of this Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, governmental restrictions or regulations, epidemics or pandemics, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either Party's performance is rendered impossible, the Parties shall cooperate with each other and use their best efforts to remove the impediment or develop a substitute manner of performance.

J. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service, (b) electronic mail, or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: **Merced Community College District**
3600 M Street
Merced, CA 95348
Phone: (209) 384-6000

Company:

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

K. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

L. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

M. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Merced, California.

N. Authority to Execute. The individual(s) executing this Agreement on behalf of Company is/are duly and fully authorized to execute this Agreement on behalf of Company and to bind Company to each and every term, condition and covenant of this Agreement.

O. Approval by District's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

P. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

IN WITNESS WHEREOF, Parties hereby agree.

Company	**MERCED COMMUNITY COLLEGE DISTRICT**
BY:	BY:
Print Name	Print Name **Joe Allison**
Print Title	Print Title **Vice President of Administrative Services**
Date	Date

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

Subject:	Authorize Staff to Change City Wireless Services From Verizon to T-Mobile
Meeting Date:	Thursday, February 15, 2024
From:	Marissa Trejo, City Manager
Prepared by:	Sean Young, Police Commander

I. RECOMMENDATION:

Police Commander is recommending and Staff is requesting the approval to switch wireless services from it's current vendor, Verizon, to T-Mobile.

II. BACKGROUND:

Throughout the last few years, the wireless services through Verizon have been slowly declining. Staff has found the network coverage has not been as good and there are several "dead zones" where coverage drops or causes the phone call to cut in and out within the city. The laptops that are in the patrol vehicles are often found to be unusable due to lack of a wireless connection.

III. DISCUSSION:

Staff was approached by T-Mobile in August, 2023 about possible switching wireless services to their company, and going away from Verizon. The police department was given a few devices for "test and evaluation" for a period of one month. During that month, the police department found that the wireless service was much better, with less "dead zones" throughout the city. Both cell service and the connection with the laptops in the vehicles were improved using the T-Mobile devices.

Looking at the current Verizon bill, the city is paying about $4,130 per month for services, for 83 devices for all departments. A lot of the devices are older models and are due for upgrades, and majority are 4g devices.

T-Mobile is offering to upgrade the majority of the older devices so that all are 5g, replace SIM cards, and provide hot spots for the laptops to replace the SIM cards for better wireless service. The cost of the replacement equipment / devices is about $16,913, but T-Mobile will be providing that upgraded equipment / devices for no cost.

The estimated monthly cost through T-Mobile will be $2,812, for a savings of about $1,318 per month, or about $15,816 annually. This includes free device upgrades.

In talking with the T-Mobile representatives, this monthly cost will not change unless the NASPO (National Association of State Procurement Officials) government contract change, or we add new devices / lines.

There is no contract required by T-Mobile since the City would be under the NASPO Government Contract.

To go away from Verizon, there are a few devices that will need to be bought out since they are still being paid for. There are 11 devices still being paid for and it will cost about $2,033.74 if the switch to T-Mobile is made.

IV. ALTERNATIVES:

Stay with Verizon and not switch to T-Mobile.

V. FISCAL IMPACT:

To go away from Verizon, the City will need to finish paying for newer devices that have been bought in the last year or so. That cost will be about $2,033.74. That cost is unbudgeted, but will be offset by the savings in the first two months after going to T-Mobile.

There will be a positive fiscal impact of about $15,816 annually to the city budget by switching to T-Mobile for the city's wireless services. Currently, the City is paying about $49,560 annually for wireless services through Verizon. The annual cost of T-Mobile will be about $33,744.

ATTACHMENTS:

File Name	Description
T_Mobile_COALINGA_QTE_2_6_24.pdf	T-Mobile Quote

T-Mobile Quotation - Estimated Cost

Customer Information		T-Mobile	
Agency Name:	City of Coalinga	**Remit To Address:**	12920 Southeast 38th Street
Agency Contact:	Sean Young		Bellevue, WA 98006
Agency Phone:	559-935-1525 ext 138		
Email Address:	syoung@cityofcoalinga.ca.gov	**Contract Number :**	
Agency Address:	270 N 6th Street		
City, State & Zip:	Coalinga, CA 93210	**Sales Representative Information**	
Financial Contact POC:		**Name & Title:**	J Booke for Kirt Browning
Email Address:		**Phone:**	559-699-0520
Acct # (if applicable):	TBD	**Email Address:**	kirt.browning5@t-mobile.com

Quote Date: 2/6/2024 **Expiration Date:** 2/29/2024 **Contract Vehicle:** Naspo

Government Hardware

Qty.	Model	Suggested Retail Price	**Government Pricing**	Extended Price
1	Galaxy S23 FE 128GB	$599.99	$0.00	$0.00
11	iPhone 13 128GB	$629.99	$0.00	$0.00
2	Xcover Pro 128G	$599.99	$0.00	$0.00
31	Inseego MiFi X Pro 5G	$264.00	$0.00	$0.00
45	*Total*		Estimated Tax:	TBD
			Total:	**0.00**

Government Service Plans

Qty.	Rate Plan	MRC	% Discount	**Government Pricing**	Extended Monthly Price
15	HSI - SIM only / GVUNLHSI	$35.00	15%	$29.75	$525.00
11	iPhone 13 on L1	$41.00	15%	$34.85	$451.00
1	Galaxy S24 on L1	$41.00	15%	$34.85	$41.00
18	Gov Unltd tablet SIM only / GOVUTB11H	$23.50	15%	$19.98	$423.00
5	Voice L1 SIM only	$41.00	15%	$34.85	$205.00
31	SC Mobile Internet / GVUNLMI	$35.00	15%	$29.75	$1,085.00
2	Xcover Pros on L1	$41.00	15%	$34.85	$82.00
83	*Total*			Subtotal for monthly recurring services:	$2,812.00
				Taxes, Regulatory & Telco Recovery Fee (estimated):	TBD
				Total for monthly recurring services:	

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

Subject:	Approve Animal Shelter Services Agreement between City of Coalinga and Gimme Love
Meeting Date:	Thursday, February 15, 2024
From:	Marissa Trejo, City Manager
Prepared by:	Marissa Trejo, City Manager

I. RECOMMENDATION:

City Manager recommends Council Approve Animal Shelter Services Agreement, as attached, between City of Coalinga and Gimme Love.

II. BACKGROUND:

The City of Coalinga and Gimme love had agreed on the terms for a new Agreement as of January 3, 2024. Gimme Love requested to have their attorney review the Agreement before signing.

The new Agreement was included on the January 18, 2024, City Council Agenda for approval, but Gimme Love requested the City pull the item and move it to the following meeting as their attorney was not done reviewing the Agreement.

The new Agreement was scheduled to be on the February 1, 2024, City Council Agenda for approval, but Gimme Love had informed the City that their attorney was still reviewing the Agreement.

City Manager Trejo suggested an extension of the Agreement through the end of February with a plan to include the new Agreement on the City Council Agenda for the February 15, 2024, meeting. Gimme Love agreed.

III. DISCUSSION:

The new Animal Shelter Services Agreement between City of Coalinga and Gimme Love is attached. It is signed by Gimme Love with a note reading, "At this time and due to illness outbreak cats currently in shelter will remain until well and able to move out to rescue. New cats sick, injured, kittens will be placed in foster homes."

City Manager recommends Council Approve Animal Shelter Services Agreement, as attached, between City of Coalinga and Gimme Love, with an understanding the the number of cats in the shelter may exceed the limit of 25 temporarily until those with an illness are able to be cleared to move to rescues.

IV. ALTERNATIVES:

Do not approve (not recommended)

V. FISCAL IMPACT:

There is an immediate annual expense increase of $7,200 unbudgeted to the City's Fund with future annual increases based on CPI.

ATTACHMENTS:

File Name	Description
GL_signed_new_contract.pdf	Signed Agreement
Gimme_Love_Contract_2.15.24.docx	New Contract

GIMME LOVE AND CITY OF COALINGA ANIMAL SHELTER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 18th day of January, 2024, by and between the City of CITY OF COALINGA, referred to hereinafter as "CITY" and the Gimme Love Animal Shelter, referred hereafter as "Gimme Love".

WITNESSETH;

WHEREAS, the CITY has a need for Animal Shelter Services,

WHEREAS, the CITY may enter into written agreements under CITY Municipal Code Section 6-1.37 (b), with any veterinarian or any organized humane society or association, which will undertake to carry out the provisions of this chapter and maintain and operate an animal shelter, and which will license, take up, impound and dispose of animals.

WHEREAS, GIMME LOVE is able and desires to provide Animal Shelter Services,

NOW, THEREFORE, it is agreed as follows:

A. This Agreement shall take effect on January 6, 2024 and shall remain in full force and effect for a period of three years, ending on January 5, 2027, unless terminated earlier, as provided herein, or until the completion of the new Animal Shelter. This agreement may be extended for a two-year term if agreed upon by both parties and established in writing.

B. Limits of Authority

1. In performing the services required under this Agreement, Gimme Love shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations.
2. Under Section 6-1.37 (a) of CITY Municipal Code, the police department, under the direction of the City Manager, shall supervise the administration and enforcement of Section 6 Chapter 1 of the CITY Municipal Code and of the laws of the State of California pertaining to the control of animals and shall have charge of the City's Animal Shelter facilities.

C. Shelter Operations

1. Business Hours will be Monday – Friday as established by Gimme Love for a minimum of twenty (20) hours per week which must be posted and publicly available.
2. Gimme Love is responsible for training employees and volunteers of Gimme Love and shall not discriminate or allow discrimination against any person or class of persons by reason of race, religion, color, sex, gender, military or veteran status, genetic information, gender identity, ancestry, physical disability, mental disability, age, sexual orientation, medical condition, marital status, or national origin in any manner prohibited by federal and state statutes.
3. Gimme Love will schedule appointments to accommodate members of the public interested in adopting animals from the shelter. Gimme Love will make every effort to accommodate after hours appointment requests.
4. Gimme Love will assist the on duty Animal Control Officer (ACO) with calls for service which pertain to vicious, sick or injured animals, when

available. The ACO will check with Gimme Love prior to picking up any animal to ensure a temporary holding kennel is available. Gimme Love will make every effort to ensure a temporary holding kennel is available. Calls for service which pertain to dead animals that are creating a public nuisance or are hazardous to citizens will be handled by the on duty ACO. When no ACO is on duty, Gimme Love will assist with calls for service pertaining to sick, injured or deceased animals, when available.

D. Services to be Performed

1. Provide shelter services for dogs and sick or injured cats, including abandoned and surrendered kittens up to twelve (12) weeks of age.

E. Standards of Services

1. Gimme Love will lease the Animal Shelter from CITY as described in Exhibit A to shelter dogs and sick or injured cats, including abandoned and surrendered kittens up to twelve (12) weeks of age, and other small animals as needed, from within Coalinga City limits.
2. Gimme Love is permitted to use its existing facility, outside of City limits, to house any and all cats at its own expense.
3. Gimme Love will make every effort to have all animals that come into the Animal Shelter reunited with their owners, adopted, sent to rescue, or released (sick and injured cats only once healed, kittens once old enough, and other small animals as needed) within a timely manner.
4. Gimme Love shall maintain a website and/or social media page that will display adoptable animals. The website and/or social media page shall be updated as needed.
5. Gimme Love shall keep records of the following information of all dogs and cats that come into the Animal Shelter for inspection by the City and to be included in quarterly reports to City Council:
    A. How the animal came into the Animal Shelter (owner surrender, pick up, community member drop off, etc);
    B. If picked up or dropped off, the location the animal was taken from and the date and time;
    C. If owner surrendered or community member drop off, the name and basic contact information of the person dropping off the animal;
    D. Efforts made to reunite animal with owner;
    E. If unsuccessful in reuniting animal with owner, efforts made to get the animal to a rescue;
    F. If unsuccessful in getting animal into a rescue, steps and status of preparing animal for adoption.
6. Gimme Love shall submit quarterly reports to Coalinga City Clerk which will be placed on Coalinga City Council agendas. Quarterly reports will contain information on intake of all animals, their disposition, community outreach efforts, and capacity availability.
7. Gimme Love is responsible for the care of all animals within the Animal Shelter, including but not limited to, feeding, watering, bathing, kennel cleaning, vaccinating, spaying/neutering, and seeking, obtaining and funding medical attention.
8. Gimme Love is responsible for cleaning and general maintenance at the Animal Shelter including, but not limited to, ensuring all bedding is stored in sealed, airtight containers, ensuring all dog and cat food is stored in sealed, airtight containers, ensuring served food is not left out for more than three (3) hours in a twenty-four (24) hour period.
9. Gimme Love is responsible for establishing set feeding times, to be determined at their discretion, and for ensuring animal food is not left out for more than three (3) hours in a twenty-four (24) hour period.
10. Gimme Love is responsible for preparing all dogs and cats within the Animal Shelter for adoption.
11. CITY shall provide free dog licenses to all dogs adopted from the Animal Shelter for the current calendar year.
12. All animals in the Animal Shelter will be considered in the custody of Gimme Love.
13. CITY will be responsible for any major Animal Shelter building repairs.
14. CITY may conduct random inspections of Animal Shelter by providing twenty-four (24) hour verbal notice to Gimme Love. This does not pertain

At this time and due to illness outbreak cats currently in shelter will remain until well and able to move out to rescue. New cats sick, injured, kittens will be placed in foster homes.
2-6-24
2-6-24

to the Animal Control Officer's ability to access the Animal Shelter at any time.

15. Gimme Love shall not shelter more than twenty-five (25) sick or injured cats, kittens or other small animals (not including dogs) at the Animal Shelter and no more than twenty (20) dogs at the Animal Shelter to avoid overcrowding.
16. All dogs and other small animals (excluding cats) will be kenneled within the Animal Shelter at all times, except to receive short term outside time. Dogs are not permitted to free roam within the Animal Shelter except under the immediate supervision of a Gimme Love employee or volunteer.
17. Makeshift kennels are discouraged at the Animal Shelter.
18. Gimme Love will hold two (2) adoption events yearly and microchipping and vaccination clinics throughout the year.
19. Gimme Love is responsible for setting reasonable adoption fees for the Animal Shelter, to be collected and retained by Gimme Love, but shall not charge an adoption fee for a dog or cat to individuals who present eligible identification as a veteran.

F. Release, Hold Harmless and Indemnification Agreement

Gimme Love agrees to indemnify, defend and hold harmless the CITY and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys fees and other expenses which CITY or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway related to Gimme Love, or its employees, agents and subcontractor's performance of the Services and Gimme Love responsibilities and obligations to be performed under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

G. Insurance

1. Workers Compensation Coverage. Gimme Love shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for its employees and volunteers in accordance with the laws of the State of California. In addition, Gimme Love shall require each subcontractor to similarly maintain worker's compensation insurance and employer's liability insurance in accordance with the laws of the State of California for all of subcontractor's employees. The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees and volunteers for losses arising from work performed by Gimme Love for City.

2. General Liability Coverage. Gimme Love shall maintain commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit identified in this paragraph.

3. Automobile Liability Coverage. Gimme Love shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Gimme Love arising out of or in connection with the Services to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

4. Umbrella Coverage. In addition to commercial general liability and automobile liability polices required above, Gimme Love will also maintain umbrella liability coverage that supplements such commercial general liability and automobile liability policies in an amount of not less than five million dollars ($5,000,000) per occurrence. Such umbrella policy will be as broad

as Gimme Love commercial general liability and automobile policies.

5. Endorsements. Each general liability and automobile, and umbrella liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and which are licensed to conduct business in California, and shall be endorsed with the following specific language:

   a. The CITY, its elected or appointed officers, officials, employees, agents and volunteers shall be covered as additional insureds on all such policies of insurance with respect to liability arising out of services performed by or on behalf of Gimme Love.
   b. These policies of insurance shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Gimme Love.
   c. These policies of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
   d. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or volunteers.
   e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents or volunteers.
   f. The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
   g. The general liability insurance coverage shall be at least as broad as Insurance Services Office commercial general liability coverage (occurrence form CG0001). The automobile liability insurance coverage shall be at least as broad as Insurance Services Office form number CA 0001 Code 1 (any auto).

6. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, Gimme Love shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

7. Certificate of Insurance. Gimme Love shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on the date of execution of this Agreement by Gimme Love. Current certification of insurance shall be kept on file with the CITY at all times during this Agreement.

H. Contract not Assignable

Gimme Love shall not have the right, authority, or power to sell, mortgage, or assign this Agreement or the powers granted to it, or any interest therein, for any purpose whatsoever without the prior written permission of the CITY, which may be withheld in the CITY's sole discretion.

I. Gimme Love Independent Capacity

Gimme Love, its officers, employees, agents, and volunteers shall act as independent contractors during the term of this Agreement and not as officers, employees, agents or volunteers of CITY. All employees and volunteers shall remain the employees and volunteers of Gimme Love, and Gimme Love shall be responsible for compensating any paid Gimme Love employees and for making the appropriate compensation withholdings.

J. Method of Payment

As consideration for Gimme Love carrying out the obligations and responsibilities required under this Agreement, the CITY agrees to compensate Gimme Love as follows:

1. CITY shall pay the annual sum of Ten Thousand Dollars ($10,000.00), payable in one lump sum on or about July 1 annually. This annual sum is intended to cover the costs of general Animal Shelter maintenance, cleaning supplies, animal food, spays/neuters, vaccinations, microchips, and other general Animal Shelter operational expenses as determined by Gimme Love.
2. CITY shall pay all utilities (water, natural gas, sewer, garbage, recycling, telephone, internet and electricity) for the Animal Shelter referenced in Exhibit A, up to $3,000 per fiscal year.
3. CITY shall pay Gimme Love a monthly stipend of Two Thousand Nine Hundred Fifty Dollars ($2,950.00). This monthly stipend is intended to cover the cost of general Animal Shelter maintenance, cleaning supplies, animal food, spays/neuters, vaccinations, microchips, and other general Animal Shelter operational expenses as determined by Gimme Love. This monthly stipend will be adjusted each July 1 based on the annualized San Francisco area Consumer Price Index (CPI) factor between the months of April to April. This monthly stipend is intended to cover the cost of general Animal Shelter maintenance, cleaning supplies, animal food, spays/neuters, microchips, and other general Animal Shelter operational expenses as determined by Gimme Love.
4. Each April, Gimme Love will provide CITY with an expense report documenting year to date expenses to account for the annual sum and monthly stipends provided to Gimme Love by CITY.

K. Obligations

Gimme Love shall provide CITY with monthly billing invoices, which shall be payable within thirty (30) calendar days of the City's receipt of each invoice.

L. Default

If either party to this Agreement defaults on any of the terms, conditions or obligations of this Agreement, then the non-defaulting party shall give written notice of default to the defaulting party stating the nature of the default. If the defaulting party fails to remedy or commences to remedy any such default within fourteen (14) calendar days after the date the non-defaulting party was given such written notice of default, the non-defaulting party shall have the right to terminate this Agreement by giving the defaulting party fourteen (14) calendar days prior written notice specifying the effective date of such termination.

M. Termination of Agreement

Either party may terminate this Agreement, without cause upon giving ninety (90) days written notice to the other party.

N. Notices

Any notice to be given in accordance with the provisions of this Agreement shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid and addressed to the following:

CITY:

City of Coalinga

Attn: Marissa Trejo, City Manager

155 W. Durian Ave

Coalinga, CA 93210

Gimme Love:

Gimme Love Animal Shelter
Attn: George and Lori Anderson
70946 W. Hwy 198
Coalinga, CA 93210

Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

O. Binding Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The party prevailing in arbitration shall be entitled to its attorneys' fees and costs.

P. Entire Agreement

This Agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this Agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, between the parties hereto with respect to the operation of the animal shelter. This Agreement may be modified or changed only in writing, fully executed by the parties hereto.

Q. Governing Law and Partial Invalidity

This Agreement shall be governed by the laws of the State of California. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

R. Effect of Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

executed as of the day and year first above written.

_____

_____ Date

City Manager,

ATTEST: _____ _____

City Clerk Date

Lori Anderson

Lori Anderson

[NAME]

Date 2-6-24

George Anderson

George Anderson

[NAME]

Date 2-06-24

EXHIBIT A
Gimme Love and City of Coaling
Animal Shelter Agreement

Animal Shelter Location:

The City of Coalinga Animal Shelter, leased by Gimme Love, is located at 150 W. Elm St, Coalinga, CA, 93210, referred to hereinafter as "Elm," as of the signing of this Agreement. Both parties agree and understand that CITY purchased the property located at 270 S. Sixth St, Coalinga, CA, 93210, referred to hereinafter as "Sixth," and is in the process of converting it into a new Animal Shelter. Both parties agree that Gimme Love shall take occupancy of the Sixth Street Animal Shelter within sixty (60) days of the City of Coalinga Building Department authorizing occupancy AND, within that same sixty (60) day timeframe, Gimme Love shall fully vacate the Elm Street property. Annual lease payment from Gimme Love to CITY is $1.00.

Both parties agree to renegotiate Section J.1. of this Agreement within ninety (90) days of the relocation from Elm to Sixth.

GIMME LOVE AND CITY OF COALINGA ANIMAL SHELTER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 15th day of February, 2024, by and between the City of CITY OF COALINGA, referred to hereinafter as "CITY" and the Gimme Love Animal Shelter, referred hereafter as "Gimme Love".

WITNESSETH;

WHEREAS, the CITY has a need for Animal Shelter Services,

WHEREAS, the CITY may enter into written agreements under CITY Municipal Code Section 6-1.37 (b), with any veterinarian or any organized humane society or association, which will undertake to carry out the provisions of this chapter and maintain and operate an animal shelter, and which will license, take up, impound and dispose of animals.

WHEREAS, GIMME LOVE is able and desires to provide Animal Shelter Services,

NOW, THEREFORE, it is agreed as follows:

A. This Agreement shall take effect on January 6, 2024 and shall remain in full force and effect for a period of three years, ending on January 5, 2027, unless terminated earlier, as provided herein, or until the completion of the new Animal Shelter. This agreement may be extended for a two-year term if agreed upon by both parties and established in writing.

B. Limits of Authority

1. In performing the services required under this Agreement, Gimme Love shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations.
2. Under Section 6-1.37 (a) of CITY Municipal Code, the police department, under the direction of the City Manager, shall supervise the administration and enforcement of Section 6 Chapter 1 of the CITY Municipal Code and of the laws of the State of California pertaining to the control of animals and shall have charge of the City's Animal Shelter facilities.

C. Shelter Operations

1. Business Hours will be Monday – Friday as established by Gimme Love for a minimum of twenty (20) hours per week which must be posted and publicly available.

2. Gimme Love is responsible for training employees and volunteers of Gimme Love and shall not discriminate or allow discrimination against any person or class of persons by reason of race, religion, color, sex, gender, military or veteran status, genetic information, gender identity, ancestry, physical disability, mental disability, age, sexual orientation, medical condition, marital status, or national origin in any manner prohibited by federal and state statutes.
3. Gimme Love will schedule appointments to accommodate members of the public interested in adopting animals from the shelter. Gimme Love will make every effort to accommodate after hours appointment requests.
4. Gimme Love will assist the on duty Animal Control Officer (ACO) with calls for service which pertain to vicious, sick or injured animals, when available. The ACO will check with Gimme Love prior to picking up any animal to ensure a temporary holding kennel is available. Gimme Love will make every effort to ensure a temporary holding kennel is available. Calls for service which pertain to dead animals that are creating a public nuisance or are hazardous to citizens will be handled by the on duty ACO. When no ACO is on duty, Gimme Love will assist with calls for service pertaining to sick, injured or deceased animals, when available.

D. Services to be Performed

1. Provide shelter services for dogs and sick or injured cats, including abandoned and surrendered kittens up to twelve (12) weeks of age.

E. Standards of Services

1. Gimme Love will lease the Animal Shelter from CITY as described in Exhibit A to shelter dogs and sick or injured cats, including abandoned and surrendered kittens up to twelve (12) weeks of age, and other small animals as needed, from within Coalinga City limits.
2. Gimme Love is permitted to use its existing facility, outside of City limits, to house any and all cats at its own expense.
3. Gimme Love will make every effort to have all animals that come into the Animal Shelter reunited with their owners, adopted, sent to rescue, or released (sick and injured cats only once healed, kittens once old enough, and other small animals as needed) within a timely manner.
4. Gimme Love shall maintain a website and/or social media page that will display adoptable animals. The website and/or social media page shall be updated as needed.
5. Gimme Love shall keep records of the following information of all dogs and cats that come into the Animal Shelter for inspection by the City and to be included in quarterly reports to City Council:

A. How the animal came into the Animal Shelter (owner surrender, pick up, community member drop off, etc);
B. If picked up or dropped off, the location the animal was taken from and the date and time;
C. If owner surrendered or community member drop off, the name and basic contact information of the person dropping off the animal;
D. Efforts made to reunite animal with owner;
E. If unsuccessful in reuniting animal with owner, efforts made to get the animal to a rescue;
F. If unsuccessful in getting animal into a rescue, steps and status of preparing animal for adoption.

6. Gimme Love shall submit quarterly reports to Coalinga City Clerk which will be placed on Coalinga City Council agendas. Quarterly reports will contain information on intake of all animals, their disposition, community outreach efforts, and capacity availability.
7. Gimme Love is responsible for the care of all animals within the Animal Shelter, including but not limited to, feeding, watering, bathing, kennel cleaning, vaccinating, spaying/neutering, and seeking, obtaining and funding medical attention.
8. Gimme Love is responsible for cleaning and general maintenance at the Animal Shelter including, but not limited to, ensuring all bedding is stored in sealed, airtight containers, ensuring all dog and cat food is stored in sealed, airtight containers, ensuring served food is not left out for more than three (3) hours in a twenty-four (24) hour period.
9. Gimme Love is responsible for establishing set feeding times, to be determined at their discretion, and for ensuring animal food is not left out for more than three (3) hours in a twenty-four (24) hour period.
10. Gimme Love is responsible for preparing all dogs and cats within the Animal Shelter for adoption.
11. CITY shall provide free dog licenses to all dogs adopted from the Animal Shelter for the current calendar year.
12. All animals in the Animal Shelter will be considered in the custody of Gimme Love.
13. CITY will be responsible for any major Animal Shelter building repairs.
14. CITY may conduct random inspections of Animal Shelter by providing twenty-four (24) hour verbal notice to Gimme Love. This does not pertain to the Animal Control Officer's ability to access the Animal Shelter at any time.
15. Gimme Love shall not shelter more than twenty-five (25) sick or injured cats, kittens or other small animals (not including dogs) at the Animal Shelter and no more than twenty (20) dogs at the Animal Shelter to avoid overcrowding.

16. All dogs and other small animals (excluding cats) will be kenneled within the Animal Shelter at all times, except to receive short term outside time. Dogs are not permitted to free roam within the Animal Shelter except under the immediate supervision of a Gimme Love employee or volunteer.
17. Makeshift kennels are discouraged at the Animal Shelter.
18. Gimme Love will hold two (2) adoption events yearly and microchipping and vaccination clinics throughout the year.
19. Gimme Love is responsible for setting reasonable adoption fees for the Animal Shelter, to be collected and retained by Gimme Love, but shall not charge an adoption fee for a dog or cat to individuals who present eligible identification as a veteran.

F. Release, Hold Harmless and Indemnification Agreement

Gimme Love agrees to indemnify, defend and hold harmless the CITY and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys fees and other expenses which CITY or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway related to Gimme Love, or its employees, agents and subcontractor's performance of the Services and Gimme Love responsibilities and obligations to be performed under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

G. Insurance

1. Workers Compensation Coverage. Gimme Love shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for its employees and volunteers in accordance with the laws of the State of California. In addition, Gimme Love shall require each subcontractor to similarly maintain worker's compensation insurance and employer's liability insurance in accordance with the laws of the State of California for all of subcontractor's employees. The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees and volunteers for losses arising from work performed by Gimme Love for City.

2. General Liability Coverage. Gimme Love shall maintain commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general

aggregate limit shall be at least twice the required occurrence limit identified in this paragraph.

3. Automobile Liability Coverage. Gimme Love shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Gimme Love arising out of or in connection with the Services to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

4. Umbrella Coverage. In addition to commercial general liability and automobile liability polices required above, Gimme Love will also maintain umbrella liability coverage that supplements such commercial general liability and automobile liability policies in an amount of not less than five million dollars ($5,000,000) per occurrence. Such umbrella policy will be as broad as Gimme Love commercial general liability and automobile policies.

5. Endorsements. Each general liability and automobile, and umbrella liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and which are licensed to conduct business in California, and shall be endorsed with the following specific language:

    a. The CITY, its elected or appointed officers, officials, employees, agents and volunteers shall be covered as additional insureds on all such policies of insurance with respect to liability arising out of services performed by or on behalf of Gimme Love.
    b. These policies of insurance shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Gimme Love.
    c. These policies of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
    d. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or volunteers.
    e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents or volunteers.
    f. The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

g. The general liability insurance coverage shall be at least as broad as Insurance Services Office commercial general liability coverage (occurrence form CG0001). The automobile liability insurance coverage shall be at least as broad as Insurance Services Office form number CA 0001 Code 1 (any auto).

6. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, Gimme Love shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

7. Certificate of Insurance. Gimme Love shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on the date of execution of this Agreement by Gimme Love. Current certification of insurance shall be kept on file with the CITY at all times during this Agreement.

H. Contract not Assignable

Gimme Love shall not have the right, authority, or power to sell, mortgage, or assign this Agreement or the powers granted to it, or any interest therein, for any purpose whatsoever without the prior written permission of the CITY, which may be withheld in the CITY's sole discretion.

I. Gimme Love Independent Capacity

Gimme Love, its officers, employees, agents, and volunteers shall act as independent contractors during the term of this Agreement and not as officers, employees, agents or volunteers of CITY. All employees and volunteers shall remain the employees and volunteers of Gimme Love, and Gimme Love shall be responsible for compensating any paid Gimme Love employees and for making the appropriate compensation withholdings.

J. Method of Payment

As consideration for Gimme Love carrying out the obligations and responsibilities required under this Agreement, the CITY agrees to compensate Gimme Love as follows:

1. CITY shall pay the annual sum of Ten Thousand Dollars ($10,000.00), payable in one lump sum on or about July 1 annually. This annual sum is

intended to cover the costs of general Animal Shelter maintenance, cleaning supplies, animal food, spays/neuters, vaccinations, microchips, and other general Animal Shelter operational expenses as determined by Gimme Love.

2. CITY shall pay all utilities (water, natural gas, sewer, garbage, recycling, telephone, internet and electricity) for the Animal Shelter referenced in Exhibit A, up to $3,000 per fiscal year.
3. CITY shall pay Gimme Love a monthly stipend of Two Thousand Nine Hundred Fifty Dollars ($2,950.00). This monthly stipend is intended to cover the cost of general Animal Shelter maintenance, cleaning supplies, animal food, spays/neuters, vaccinations, microchips, and other general Animal Shelter operational expenses as determined by Gimme Love. This monthly stipend will be adjusted each July 1 based on the annualized San Francisco area Consumer Price Index (CPI) factor between the months of April to April. This monthly stipend is intended to cover the cost of general Animal Shelter maintenance, cleaning supplies, animal food, spays/neuters, microchips, and other general Animal Shelter operational expenses as determined by Gimme Love.
4. Each April, Gimme Love will provide CITY with an expense report documenting year to date expenses to account for the annual sum and monthly stipends provided to Gimme Love by CITY.

K. Obligations

Gimme Love shall provide CITY with monthly billing invoices, which shall be payable within thirty (30) calendar days of the City's receipt of each invoice.

L. Default

If either party to this Agreement defaults on any of the terms, conditions or obligations of this Agreement, then the non-defaulting party shall give written notice of default to the defaulting party stating the nature of the default. If the defaulting party fails to remedy or commences to remedy any such default within fourteen (14) calendar days after the date the non-defaulting party was given such written notice of default, the non-defaulting party shall have the right to terminate this Agreement by giving the defaulting party fourteen (14) calendar days prior written notice specifying the effective date of such termination.

M. Termination of Agreement

Either party may terminate this Agreement, without cause upon giving ninety (90) days written notice to the other party.

N. Notices

Any notice to be given in accordance with the provisions of this Agreement shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid and addressed to the following:

CITY:

City of Coalinga
Attn: Marissa Trejo, City Manager
155 W. Durian Ave
Coalinga, CA 93210

Gimme Love:

Gimme Love Animal Shelter
Attn: George and Lori Anderson
70946 W. Hwy 198
Coalinga, CA 93210

Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

O. Binding Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The party prevailing in arbitration shall be entitled to its attorneys' fees and costs.

P. Entire Agreement

This Agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this Agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, between the parties hereto with respect to the operation of the animal

shelter. This Agreement may be modified or changed only in writing, fully executed by the parties hereto.

Q. Governing Law and Partial Invalidity

This Agreement shall be governed by the laws of the State of California. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

R. Effect of Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

_____ _____
City Manager, Date

ATTEST: _____ _____
City Clerk Date

_____ _____
[NAME] Date

_____ _____
[NAME] Date

EXHIBIT A
Gimme Love and City of Coaling
Animal Shelter Agreement

Animal Shelter Location:

The City of Coalinga Animal Shelter, leased by Gimme Love, is located at 150 W. Elm St, Coalinga, CA, 93210, referred to hereinafter as "Elm," as of the signing of this Agreement. Both parties agree and understand that CITY purchased the property located at 270 S. Sixth St, Coalinga, CA, 93210, referred to hereinafter as "Sixth," and is in the process of converting it into a new Animal Shelter. Both parties agree that Gimme Love shall take occupancy of the Sixth Street Animal Shelter within sixty (60) days of the City of Coalinga Building Department authorizing occupancy AND, within that same sixty (60) day timeframe, Gimme Love shall fully vacate the Elm Street property. Annual lease payment from Gimme Love to CITY is $1.00.

Both parties agree to renegotiate Section J.1. of this Agreement within ninety (90) days of the relocation from Elm to Sixth.

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

Subject:	Authorize Assistant City Manager to Execute Lease Agreement with Cal.Net to Install Wireless Relay Point at Palmer Reservoir
Meeting Date:	Thursday, February 15, 2024
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Assistant City Manager recommends Council authorize Assistant City Manager to execute a lease agreement with Cal.Net to install a wireless relay point at the Palmer Reservoir.

II. BACKGROUND:

The City of Coalinga was approached by Cal.net about installing a wireless repeater with associated equipment on the Palmer Reservoir via magnetic mounts. This will assist Cal.net in their efforts to provide wireless services to the City of Coalinga and surrounding unincorporated areas.

III. DISCUSSION:

The terms of the agreement are summarized as follows but the full lease agreement has been attached:

Term and Renewal: The proposed lease agreement will have an initial term of 10 years, with an option for renewal upon mutual agreement between the city and Cal.net for 5 year extensions. This allows for flexibility in adapting to future technological advancements, changes in the city's needs including long term maintenance needs of the palmer tank.

Rent and Compensation: The lease agreement outlines the terms for rent and compensation to the city for the use of public property. The terms have been negotiated to ensure that the city receives fair compensation for the use of its land while still allowing Cal.net to provide improved services to the community. The rent will be $500 per month that covers the cost of power that will be provided by the City. The agreement allows the city to monitor power consumption (estimated minimal) to ensure that the rent is reasonable.

Technical Specifications and Compliance: The lease agreement includes detailed technical specifications for the installation of the antenna to ensure compliance with all relevant regulations and industry standards. Regular inspections and maintenance will be conducted to uphold these standards throughout the lease term. The installation of the antenna will be via magnetic equipment so there will be no penetration to the palmer tank.

IV. ALTERNATIVES:

- Do not enter into an agreement with Cal.net to lease the palmer tank for the installation of a repeater.

V. FISCAL IMPACT:

Rental revenue to the City will be $500.00 per month for a total of $60,000 over the initial term of the lease to the Water Fund (401-400-48160).

ATTACHMENTS:

File Name	Description
Palmer_Tank_Site_Lease_Agreement_-_COC-Cal.Net_Signed.pdf	COC Cal.Net Lease Agreement

A LEASE BETWEEN THE CITY OF COALINGA

AND

CAL.NET FOR WIRELESS REPEATER / RELAY LOCATION

This Lease for Wireless Repeater / Relay Location, dated **February ___, 2024,** between **City of Coalinga** (Landlord, hereafter referred to as "you" or "your") and Cal.net Inc., a Delaware corporation (Tenant, hereafter referred to as "Tenant", Located at 4101 Wild Chaparral Dr., Shingle Springs, CA 95682), is for the installation and operation of a "Wireless Relay Point" at the Premises defined below. By entering into this agreement, you acknowledge you are the legal owner of the property located at: **Palmer tank site at APN 070-030-67 (partial)**, ("Premises") with full legal authority to enter into this Lease.

1) Lease of Premises: Landlord hereby lease a portion of the Premises, per exhibit "A", to Tenant for the installation and maintenance of a single Wireless Relay Point consisting of antennas, a power box and a disconnect box only per Exhibit "B". Tenant may not sublease space or enter into any other agreement to install equipment except that which is pre-approved by the City. Landlord shall provide electricity to operate equipment and Tenant shall monitor its usage on a monthly basis and report it to the City. Tenant's shall have the right to access and maintain exterior mounted equipment, as required between the hours of 7:00 am to 10:00 pm. Landlord agrees to give reasonable access, by appointment, with prior notification. Tenants work shall be performed by professional standards, including, but not limited to all necessary licenses and compliance with federal, state, and local laws. No work shall commence until the Landlord has issued written notification to begin work.
2) Term: The term of this lease shall be for ten (10) years from the date of initial execution of contract, and/or installation of the equipment. The term will automatically be renewed for successive five (5) year terms thereafter, unless cancelled subject to section (3).
3) Termination: This Lease may be terminated by either party upon ninety (90) days written notice to the other party.
4) Facility Maintenance: The equipment being installed by Tenant is being attached (via magnets) to a significant asset of the Landlords water delivery system. It is understood by the Tenant that if there is any unforeseen maintenance or emergency repairs needed to this facility in order to protect public health, safety and welfare ("Force Majeure Event"), Tenant shall be responsible for temporarily moving equipment in order for unforeseen repairs to be made. Landlord will work with Tenant by providing reasonable time or to the best of Landlord's ability to ensure continued services to their customers. If Tenant cannot move equipment in a timely manner, the Landlord may at its own expense, move the equipment in order to complete maintenance or emergency repairs. In the event of a Force Majeure Event necessitating the relocation of equipment Tenant hereby acknowledges and agrees that the Landlord shall not be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to any lost profits, business interruption, or other economic loss, arising from or related to such Equipment relocation.

   Further, Tenant expressly waives any and all claims against Landlord for any damages, including lost profits, arising out of or in connection with the relocation of equipment due to a Force Majeure in the event Tenant cannot timely relocate equipment.
5) Lease Consideration: As consideration for this lease, during the lease term, Tenant shall provide services to the Landlord over the term of this agreement for a total value of: $60,000.00 plus non-cash services.
   a. Free installation of equipment and setup of one (1) internet connection if needed.

b. Rent commencement for site deployment begins at $500.00/month for the first year, and commences on the first month after construction begins.
c. The City of Coalinga will invoice Cal.net once annually prior to January 1st with new monthly payments to include the annual escalator of 3% spread out over the year, payments for Tower and relay sites are due on the 10th of the month and considered late on the 20th. Cal.net will require a W-9 to be on file before we can issue a payment.

6) Insurance & Repairs: Tenant shall keep in force a policy of public liability and property damage insurance, insuring against all risk and other liability of Tenant arising out of or connected with Tenant's equipment and the use of the Premises. Tenant shall make or pay for all necessary repairs to the Premises arising out of a direct result of Tenant's actions in installing, maintaining, altering, or removing Tenant's equipment, normal wear and tear excluded.

7) Taxes: Tenant shall be responsible for all sales, use, personal and property taxes associated with Tenant's actions and equipment on the Premises.

8) Intellectual Property: Unless otherwise agreed to in writing by Tenant, Tenant's equipment, programming, or configurations, etc. may not be examined or copied by you or any person given consent by you for any reason. Tenant reserves all rights in defending its equipment, programming and configurations from duplication or similar attempts to create a product or service with any likeness to Tenant's product. At all times equipment installed by Tenant shall remain the sole property of Tenant and you shall not take any action to place or allow liens, claims or other encumbrances on Tenant's property. Tenant shall not be restricted from accessing, removing, or recovering equipment mounted on the exterior of the Premises or located inside the Premises during the access hours provided above.

9) Sale of Premises: This Lease shall not bar the sale of the Premises. In the event of a pending sale, the purchaser must be informed of this Lease, and you must provide Tenant with the contact information for the purchaser at the opening of escrow. In the event the purchaser desires to have the equipment removed, Tenant shall receive a 120-day termination notice. If your failure to notify the purchaser of this lease results in loss of or damage to Tenant equipment or creates a significant service loss and/or interruption, you will be liable for all costs associated with the loss and/or interruption.

10) Default & Remedies: Any breach by either party of the provisions of this lease shall be considered default hereunder. The non-defaulting party shall give written notice to the defaulting party, specifying the breach. If the breach is not cured within three (3) business days after the notice is given, the non-defaulting party shall have the right to terminate the lease, seek compensation for damages, and pursue any other remedy available at law or in equity. However, in the event of a default due to events beyond a party's control, the defaulting party shall not be held in default of the lease, unless it is the type of breach that is capable of being cured, and only then until a reasonable period of time has elapsed for the cure to be accomplished. Such events shall include, but not be limited to destruction or foreclosure of the Premises, Tenant's inability to provide service in your area, or the impact of laws, regulations or CC&R's regulating the activities covered in this Lease.

11) General Indemnity: Each party shall indemnify and save the other party harmless from any loss or damage to real property or tangible personal property or from bodily injury, including death, or other economic loss when a party or its employees', subcontractors', or agents' negligent acts or omissions or intentional wrongdoing cause loss, damage or injury to the other party.

12) Sole Agreement; Amendments: This Lease constitutes the entire agreement between the parties regarding the Wireless Relay Point. This Lease may only be modified, or rights under it waived, by a written document executed by both parties. Tenant may assign this Lease to any individual or entity in its sole and absolute discretion.

13) Attorneys' Fees and Costs: The parties agree that should any action, claim or litigation be instituted

by either party against the other, that the prevailing party will be entitled to all of its expenses related to such action, claim or litigation including, but not limited to, reasonable attorneys' fees and costs, both before and after judgment.

14) Notices: Any notice to be given under this lease shall be sent to the party at its address below by personal delivery, first class mail or facsimile transmission, and shall be deemed given when personally delivered, 3 days after deposit into the U.S. mail, postage prepaid, or upon receipt of automatic/electronic confirmation that the fax was delivered. Addresses may be changed by following these notice provisions.

(this area intentionally left blank)

Landlord: City of Coalinga

Marissa Trejo, City Manager
155 W. Durian, Coalinga, CA 93210
559-935-1533

Signature Date

Printed name Title

Cal.net

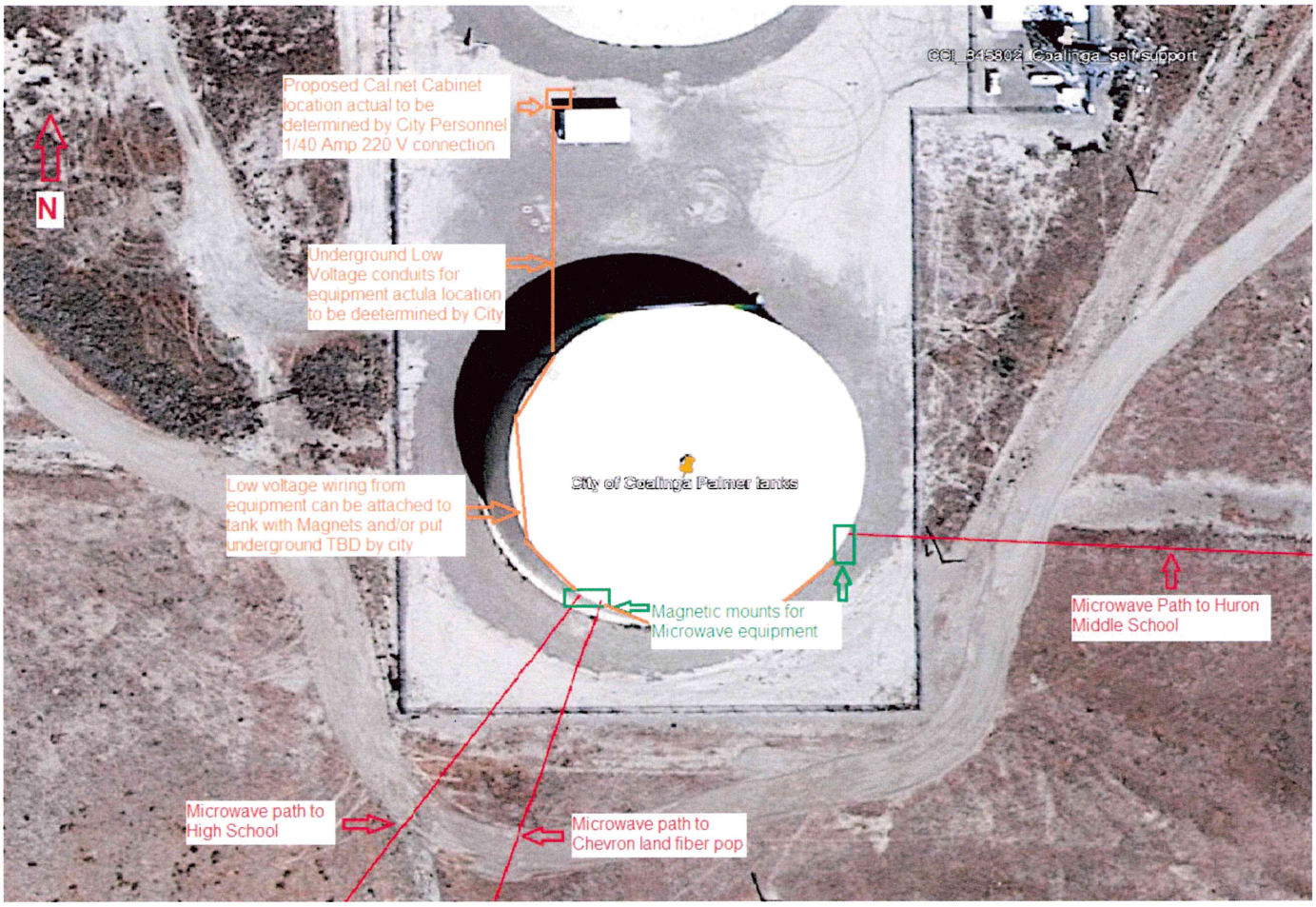
PO BOX 1041
Shingle Springs, CA 95682
530-672-1078

2-6-2024

Cal .net Signature Date

Printed Name Title

Exhibit “A” – Lease Premises & Location of Equipment



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

Subject:	Authorize Assistant City Manager to Execute Design and Construction Engineering Task Orders with City Engineer for Work related to Affordable Housing Sustainable Communities (AHSC) Grant
Meeting Date:	Thursday, February 15, 2024
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Assistant City Manager recommends Council Authorize the Assistant City Manager to execute design and construction engineering task orders with the City Engineer for the work related to the Affordable Housing Sustainable Communities (AHSC) grant.

II. BACKGROUND:

In 2020, the City of Coalinga was awarded funds through the Affordable Housing and Sustainable Communities program (AHSC) in the amount of $5,595,700 which includes $134,720 of grant administration, $4,243,910.00 of STI (Sustainable Transportation Infrastructure) and $1,217,070 of TRA (Transportation Related Amenities).

Scope for STI and TRA projects was established during the application project which includes new sidewalks, ADA Curb Ramps, Street Trees, Lighting, RRFB's, crosswalks, a bus shelter and bike lanes. The project scope exhibit has been attached.

III. DISCUSSION:

Staff executed the final standard agreement and has reviewed the disbursement agreement and just awaiting the executed copy from the State to begin reimbursement. All of this work is eligible for reimbursement, however, reimbursement cannot be requested until the disbursement agreement has been executed. Staff feels that the City can begin and encumber the expenses for a while until the reimbursement agreement is executed where staff will submit its first reimbursement request to the State.

IV. ALTERNATIVES:

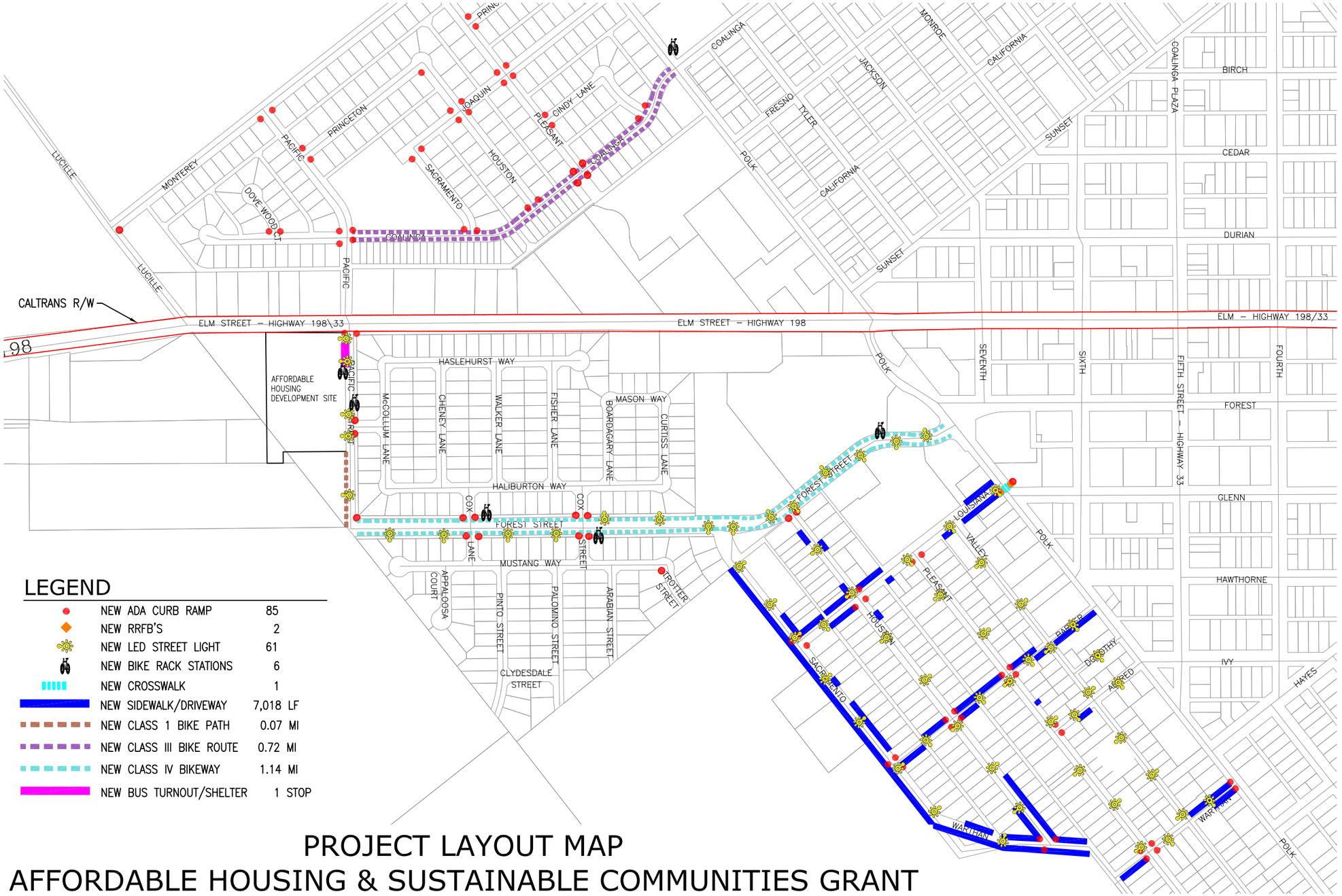
- Do not authorize the Assistant City Manager to execute the attached task orders.

V. FISCAL IMPACT:

The total cost for task orders are $561,790.00. A grant account has been established and all costs will be reimbursable under the grant agreement.

ATTACHMENTS:

File Name	Description
2966_AHSC_Final_Approved_Project_Scope.pdf	Project Scope - Exhibit
Task_Orders_for_AHSC_Grant_-_For_Council.pdf	Task Orders for AHSC Project



LEGEND

●	NEW ADA CURB RAMP	85
◆	NEW RRFB'S	2
✳	NEW LED STREET LIGHT	61
	NEW BIKE RACK STATIONS	6
	NEW CROSSWALK	1
	NEW SIDEWALK/DRIVEWAY	7,018 LF
	NEW CLASS 1 BIKE PATH	0.07 MI
	NEW CLASS III BIKE ROUTE	0.72 MI
	NEW CLASS IV BIKEWAY	1.14 MI
	NEW BUS TURNOUT/SHELTER	1 STOP

PROJECT LAYOUT MAP
AFFORDABLE HOUSING & SUSTAINABLE COMMUNITIES GRANT IMPROVEMENT PROJECT

TRI CITY engineering

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

THE CITY OF COALINGA 1906

PROFESSIONAL SERVICES WORK ORDER
CONSTRUCTION ENGINEERING
TRANSIT RELATED AMENITIES

This agreement entered into the _____day of_____, 20 24 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: Affordable Housing and Sustainable Communities Program – Transit Related Amenities (TRA). The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities of 61 street lights, new bus turnout, and 6 new bike rack stations project. Coordinate Contractors pre-construction meeting, project site meetings, punch list, project closeout activities, Staff Report to Council authorizing Notice of Completion/Project Acceptance filing. Coordinate Response to Contractors Request for Information, Construction Clarifications and Project Inspectors Request for Information, Supervise Contractor Construction Site Meetings.

- Product Submittals; review contractor product submittals for compliance with the Project Plans and Specifications.

- Coordinate with PG&E for street lighting relocations.
- Labor Compliance: Perform labor compliance task, including verifying Certified Payrolls, Subcontractor Utilization and Labor Interviews.
- Progress Reports: Review daily progress reports addressing progress of the work, the project schedule to include City Public Works Inspectors provided daily photographs documenting the progress of the work.
- Contract Change Orders: Prepare Change Orders in compliance with the plans and specifications for City of Coalinga approval.
- Progress Payments: Review contractor's initial schedule of values. Reconcile and document Items of work in compliance with the plans and specifications; Review monthly progress payments for compliance with State funding and City of Coalinga funding procedures for City approval. Maintain funding reporting compliance in accordance with Department of Housing and Community Development Division of Financial Assistance – Administration Affordable Housing and Sustainable Communities Program Guidelines.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for consultant providing the services noted

above, the Client agrees to compensate the Consultant as follows:

$55,050.00

Retainer. The Client shall make an initial payment of -0- dollars ($0.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

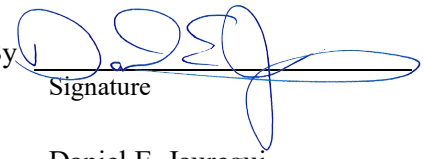
Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By  Signature	Client:	By _____ Signature
Name:	Daniel E. Jauregui For: Tri City Engineering	Name:	Sean Brewer For: City of Coalinga
Title:	President	Title:	Assistant City Manager
Address:	4630 W Jennifer Ave #101 Fresno, CA 93722	Address:	155 W. Durian Ave Coalinga, CA 93210

Reference: 2965CM

PROFESSIONAL SERVICES WORK ORDER
DESIGN ENGINEERING
TRANSIT RELATED AMENITIES

This agreement entered into the _____day of_____, 20 24 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: Affordable Housing and Sustainable Communities Program – Transit Related Amenities (TRA). The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Develop preliminary analysis and identify locations of planned Street Lighting infrastructure, Bus Transit Shelters and Bike Rack Storage/Parking for review by City Staff; including design issues and preliminary costs to conform to budget.
- Prepare 1 set of LED Street Lighting and Bike Rack Improvement Plans; includes design engineering and final working drawings of 61 street lights, new bus turnout, and 6 new bike rack stations all at locations as outlined in scope of work exhibit.
- State Water Resources Control Board General Permit; includes preparation of NPDES General Permit (NOI), Rainfall Erosivity Waiver, Contractor Compliance.
- Prepare Bidding Documents and Final Engineers Cost Estimate for the New LED Street Lighting and Bike Rack Improvement and Release for Bidding; includes specifications, addendums, public advertising of project.
- Provide Project Management during bidding process including "Request for Information" through advertisement period. Supervise Contractor Bid opening and develop Contractor bids spread sheet summary for City Manager review. Prepare draft staff report for City Council Public Hearing and assist City Manager with award of bid.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

$150,140.00

Retainer. The Client shall make an initial payment of -0- dollars ($0.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied

against final invoices.

Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By _____ Signature	Client:	By _____ Signature
Name:	Daniel E. Jauregui For: Tri City Engineering	Name:	Sean Brewer For: City of Coalinga
Title:	President	Title:	Assistant City Manager
Address:	4630 W Jennifer Ave #101 Fresno, CA 93722	Address:	155 W. Durian Ave Coalinga, CA 93210

Reference: 2965DE

PROFESSIONAL SERVICES WORK ORDER
CONSTRUCTION ENGINEERING
SUSTAINABLE TRANSPORTATION INFRASTRUCURE

This agreement entered into the _____day of_____, 20 24 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: Affordable Housing and Sustainable Communities Program – Sustainable Transportation Infrastructure (STI). The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities of 7,018 lineal feet of Concrete Sidewalk, 1 new crosswalk with RRFBs in key locations, 1.93 miles of new context sensitive Class I, Class III, Class IV bikeways, and 85 ADA compliant Curb Ramps project. Coordinate Contractors pre-construction meeting, project site meetings, punch list, project closeout activities, Staff Report to Council authorizing Notice of Completion/Project Acceptance filing. Coordinate Response to Contractors Request for Information, Construction Clarifications and Project Inspectors Request for Information, Supervise Contractor Construction Site Meetings.

- Product Submittals; review contractor product submittals for compliance with the Project Plans and Specifications.

- Labor Compliance: Perform labor compliance task, including verifying Certified Payrolls, Subcontractor Utilization and Labor Interviews.
- Progress Reports: Review daily progress reports addressing progress of the work, the project schedule to include City Public Works Inspectors provided daily photographs documenting the progress of the work.
- Contract Change Orders: Prepare Change Orders in compliance with the plans and specifications for City of Coalinga approval.
- Progress Payments: Review contractor's initial schedule of values. Reconcile and document Items of work in compliance with the plans and specifications; Review monthly progress payments for compliance with State funding and City of Coalinga funding procedures for City approval. Maintain funding reporting compliance in accordance with Department of Housing and Community Development Division of Financial Assistance – Administration Affordable Housing and Sustainable Communities Program Guidelines.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for consultant providing the services noted

above, the Client agrees to compensate the Consultant as follows:

$162,200.00

Retainer. The Client shall make an initial payment of -0- dollars ($0.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

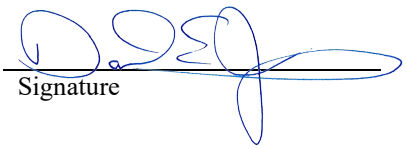
Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By	 Signature	Client:	By	Signature
Name:		Daniel E. Jauregui For: Tri City Engineering	Name:		Sean Brewer For: City of Coalinga
Title:		President	Title:		Assistant City Manager
Address:		4630 W Jennifer Ave #101 Fresno, CA 93722	Address:		155 W. Durian Ave Coalinga, CA 93210

Reference: 2966CM

PROFESSIONAL SERVICES WORK ORDER
DESIGN ENGINEERING
SUSTAINABLE TRANSPORTATION INFRASTRUCURE

This agreement entered into the _____day of_____, 20 24 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: Affordable Housing and Sustainable Communities Program – Sustainable Transportation Infrastructure (STI). The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Develop preliminary analysis and identify locations of planned Curb Ramps and Sidewalk segments for review by City Staff; including design issues and preliminary costs to conform to budget.
- Prepare 1 set of Sidewalk and ADA Curb Ramps Improvement Plans; includes design engineering and final working drawings of 7,018 lineal feet of Concrete Sidewalk, 1 new crosswalk with RRFBs in key locations, 1.93 miles of new context sensitive Class I, Class III, and Class IV bikeways, 85 ADA compliant Curb Ramps, all at locations as outlined in scope of work exhibit.
- State Water Resources Control Board General Permit; includes preparation of NPDES General Permit (NOI), Rainfall Erosivity Waiver, Contractor Compliance.
- Prepare Bidding Documents and Final Engineers Cost Estimate for the New Sidewalk and ADA Curb Ramp Improvements and Release for Bidding; includes specifications, addendums, public advertising of project.
- Provide Project Management during bidding process including “Request for Information” through advertisement period. Supervise Contractor Bid opening and develop Contractor bids spread sheet summary for City Manager review. Prepare draft staff report for City Council Public Hearing and assist City Manager with award of bid.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

$194,400.00

Retainer. The Client shall make an initial payment of -0- dollars ($0.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

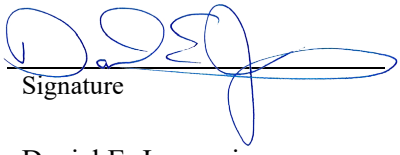
Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By	 Signature	Client:	By	Signature
Name:		Daniel E. Jauregui For: Tri City Engineering	Name:		Sean Brewer For: City of Coalinga
Title:		President	Title:		Assistant City Manager
Address:		4630 W Jennifer Ave #101 Fresno, CA 93722	Address:		155 W. Durian Ave Coalinga, CA 93210

Reference: 2966

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

Subject:	Housing Successor Agency Consideration of Resolution No. SA 346 Supporting the Allocation of Housing Bond Proceeds In the Form of a Loan for Phase One (31 units) of the Proposed 62 Unit Senior Housing Development Project to be Located at The Corner of Elm and Walnut
Meeting Date:	Thursday, February 15, 2024
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Assistant City Manage recommends that the Successor Agency Board (further referred to as "Board") adopts Resolution No. SA 346 reinforcing their support of an allocation of $700,000 in Housing Bond Proceeds to the Senior Apartments Housing Development for 62-units (built in two phases in which the $700,000 Housing Bond Proceeds would be used for the development of the first phase of 31-units) in the form of a loan to be paid back through residual receipts including a deferment of impact fees with similar terms.

II. BACKGROUND:

In 2017, the City Planning Commission approved a 32 unit senior housing project to be located at Elm and Walnut. Since this time the developer has had to deal with changes in the HOME and Tax Credit rules including the impact of the pandemic in order to get this project moving. With updated rules, the developer has updated their project to propose to develop a 62 senior unit apartment project built in two phases on 1.52 acres of vacant land located on the southeast corner of Elm Ave and Walnut. Entitlements and approvals from the City are in process and approval is anticipated in late March. This project is an updated plan from their 2017 entitlements.

As the Council may recall, the commitment of bond proceeds from the Council goes back to 2017 where the developer received land use permits for their development of 32 units and placed an option to purchase the land. The developer has amended their project to develop 62 units in two (2) 31-unit phases. In 2023, the developer closed escrow on the property furthering their commitment to this project.

III. DISCUSSION:

In 2020, the City Council reinstated their commitment to facilitating financial assistance to this developer for their senior living project, however over the course of the last few years the rules have changed making the development less competitive but those rules have recently changed making this project very competitive especially with the infusion of the Successor Housing Agency (formally the RDA) housing bond proceeds. Staff is recommending continuing the commitment to contribute housing bond proceeds.

The purpose of this item is to amend the original resolution to reflect the updated development plan of 62 units assuming the Council's commitment has not changed.

The Developers will be submitting a HOME application for this project to the California Department of Housing and Community Development in early 2024. If successful the Developer would then submit an application for 9% tax credits in 2025. Developers would submit this application again later next calendar year in the event their initial application is not approved. This proposed commitment by the Board would expire on June 30, 2026 if the Project does not receive these Federal tax credits where the Board can reconsider a reallocation of the Housing Bond Proceeds for an additional year.

Reasoning for Assistance by Local Jurisdictions on Affordable Housing:

State law recognizes the vital role local governments play in the supply and affordability of housing. Each governing body (City Council) of a local government in California is required to adopt a comprehensive, long-term General Plan for the physical development of the city. The Housing Element is one of the seven mandated elements of the local general plan. Housing Element law mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community which includes senior citizens. The law acknowledges that, in order for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development. As a result, housing policy in the State rests largely upon the effective implementation of local general plans and, in particular, local housing elements.

Housing Element law recognizes that cities may not have the resources to meet all the housing needs of their residents; however, they are required to meet their fair share of state-determined regional housing need. The projected need for housing is set by the state for each regional Council of Governments (COG). The various COG's, in turn, allocate fair share housing units to the municipalities within their jurisdiction based on existing and projected population growth and past trends for the five-year planning period. The assigned units are broken down by income categories based on the composition of the current populous at each locality.

This project has the potential to provide 62 units currently required under the Housing Element. So, with this project it will help us meet our RHNA goals for Low and Very Low income demographics in supporting diversification of housing opportunities in the City.

Staff feels that this is a great use of housing funds and is exactly what these funds were intended for. These projects have great benefits to the community through investing in the community, providing reduced housing costs for those who are income qualified, an owner/management team committed to the project which is different from privately owned senior development projects. Calls for service have been proven to decrease under this model and tenants are screened prior to tenancy. This project uses tax credit financing which means that there are strict guidelines on renters and ongoing maintenance plans are built into the business plan which differs from other types of privately owned units.

This allocation will be provided in the form of a loan in addition to the amount being loaned to the developer which was approved by the Council for the deferment of impact fees. The loan will have the same terms and conditions the City has previously approved for the Warthan Place Apartments project consisting of a residual receipts repayment from available cash flow with a term of 55 years, and a below market interest rate of 1-3%, secured by a Deed of Trust subordinate to senior regulatory agreements and financing, be repaid on a residual receipts basis commencing after repayment of deferred developer fee from available cash flow 30-50% to repay City Loans. This agreement would ensure repayment of fees beginning no later than year 16.

IV. ALTERNATIVES:

- The Board may choose not to proceed with the re-allocation of Bond Proceeds to the above project.
- The Board may suggest a different amount to allocate to the project

V. FISCAL IMPACT:

The non-audited balance of the Housing Bond Proceeds is $792,000 and with the commitment of $700,000 that would leave a balance of $92,000 available for other housing functions related to income qualified individuals. This is an investment of approximately $22,580 per unit to provide affordable housing and helping in reducing the income to housing costs of the senior citizens of Coalinga.

ATTACHMENTS:

File Name	Description
Resolution_SA_346_-_AMG_Bond_Proceeds.DOC	Resolution SA 346 - AMG Bond Proceeds
Bonds_Request_Letter.pdf	Bond Request Letter AMG
Impact_Fee_Request_Letter.pdf	Impact Fee Deferral Loan Request

RESOLUTION NO. SA 346

A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA APPROVING THE ALLOCATION OF HOUSING BOND PROCEEDS TO THE SENIOR APARTMENTS HOUSING DEVELOPMENT LOCATED AT THE SOUTHEAST CORNER OF ELM AVE AND WALNUT

WHEREAS, the City has Received a Site Plan Review Application for a Senior Apartments Project consisting of 1.52 acres for 62 senior living units to be constructed in 2 31 unit phases; and

WHEREAS, the City of Coalinga elected to serve as the Successor Housing Agency to the former Redevelopment Agency of the City of Coalinga, and has control over the use of housing bond proceeds of the former Redevelopment Agency; and

WHEREAS, City Staff received a request for the use of Housing Bond Proceeds in the amount of $700,000.00 from the 2009 Series B Tax Allocation Bond proceeds for the senior apartments project consisting of 62 units for senior housing, a manager's unit and community building in order to help make the Project become more competitive in the tax credit arena; and

WHEREAS, the $700,000 contribution from the City of Coalinga would support 31 units which represents phase 1 of the project; and

WHEREAS, the Coalinga Senior Associated a CA Limited Partnership will be submitting a tax credit application for this Project to the California Tax Credit Allocation Committee for the upcoming cycle and, if unsuccessful, again for the following cycle; and

WHEREAS, the Project will help the City to meet its Regional Housing Needs Assessment goals; and

WHEREAS, the Successor Housing Agency desires to allocate $700,000.00 in housing bond proceeds.

NOW, THEREFORE, the Successor Housing Agency to the former Redevelopment Agency of the City of Coalinga does hereby resolve as follows:

Section 1. The recitals above are found to be true and correct.

Section 2. The Successor Housing Agency hereby allocates $700,000.00 from the 2009 Series B Tax Allocation Bond proceeds for the Senior Housing Project located at the southeast corner of Elm and Walnut for construction of low and moderate income housing purposes, once all entitlements have been approved and appeal periods exhausted, as further outlined in the staff report accompanying this Resolution.

Section 4. The City Manager or his designee is hereby authorized to take all actions necessary to carry out the intent of this Resolution, including, without limitation, execution of the Regulatory Agreement, Deed of Trust, Notice of Affordability Restrictions, Owner Participation, Loan Agreement; provided, however, that all such approvals are contingent upon approval of use of the Housing Bond Proceeds by the Department of Finance.

The foregoing resolution was approved and adopted at a special meeting of the City Council acting as the Successor Housing Agency to the former Redevelopment Agency of the City of Coalinga held on the 15th day of February, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

_____
Mayor/Mayor Pro-Tem

ATTEST:

_____
City Clerk/Deputy City Clerk

AMG & ASSOCIATES

PO Box 260770
Encino, CA 91426

PACIFIC WEST COMMUNITIES

Date: **February 5, 2024**

Sean Brewer
Community Development Director
City of Coalinga
155 W. Durian Avenue
Coalinga, CA 93210

Re: **Elm Avenue Senior Apartments**
Request for Housing Bond Proceeds

Dear Mr. Brewer,

AMG & Associate's respectfully requests a contribution of $700,000 in housing proceeds from the City's 2009 Bond ("Housing Bond Proceeds") to help facilitate the financing, development and construction of a 31 unit income-restricted senior apartment project located on Elm Avenue ("Project"). The Project will be financed utilizing a combination of HOME funds, 9% tax credits, City of Coalinga Housing Bond Proceeds and the Impact Fee Loan. The HOME application will be submitted to the California Department of Housing and Community Development ("HCD") on April 9, 2024. If the project is awarded the HOME funds, construction would begin in late 2025.

The project is subject to a 55 year tax credit regulatory agreement that ensures the Project remains affordable. The Project will be restricted to tenants who are 55 years or older and have income that are 30-60% of the Area Median Income. Rents for the Project are adjusted accordingly depending on what income brackets tenant falls under.

Thank you for your consideration of this request. These Housing Bond Proceeds loan is an extremely important part of the overall financing strategy for the project.

Should you have any questions, please do not hesitate to call.

Best regards,

Cameron Johnson,
AMG & Associates, LLC

AMG & ASSOCIATES

PO Box 260770
Encino, CA 91426

PACIFIC WEST COMMUNITIES

Date: **February 5, 2024**

Sean Brewer
Community Development Director
City of Coalinga
155 W. Durian Avenue
Coalinga, CA 93210

Re: **Elm Avenue Senior Apartments**
Request for Impact Fee Deferral

Dear Mr. Brewer,

AMG & Associate's respectfully request a deferral of all City of Coalinga Development Impact Fees ("Impact Fee Loan") in the amount of $370,078 to help facilitate the financing, development and construction of a 31-unit income-restricted senior apartment project located on Elm Avenue ("Project"). The Project will be financed utilizing a combination of HOME funds, 9% tax credits, City of Coalinga Housing Bond proceeds and the Impact Fee Loan. The project is subject to a 55 year tax credit regulatory agreement that ensures the Project remains affordable. The Project will be restricted to tenants who are 55 years or older and have income that are 30-60% of the Area Median Income. Rents for the Project are adjusted accordingly depending on what income brackets tenant falls under.

Attached please find an Proposed Loan Terms page which outlines the proposed terms of the Impact Fee Loan.

Thank you for your consideration of this request. The impact fee loan is an extremely important part of the overall financing strategy for the project.

Should you have any questions, please do not hesitate to call.

Best regards,

Cameron Johnson,
AMG & Associates, LLC

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

Subject:	Discussion, Direction and Potential Action regarding Measure J Renewal
Meeting Date:	Thursday, February 15, 2024
From:	Marissa Trejo, City Manager
Prepared by:	Marissa Trejo, City Manager

I. RECOMMENDATION:

City Manager recommends Council direct staff to bring back a Resolution for a Measure J extension to be placed on the 2024 election ballot.

II. BACKGROUND:

On June 14, 2018, Coalinga City Council adopted Resolution No. 3820 Calling for a Municipal Election to Submit to the Voters a Local Ballot Measure Adopting a One-Percent (1%) Transaction and Use (Sales) Tax to Fund Coalinga City Services including Police and Fire Protection and other General Services and Requesting the Board of Supervisors of Fresno County to Consolidate a Municipal Election on a Local Measure with other Elections to be held on November 6, 2018.

This 1% Sales Tax Measure became known as Measure J.

On September 20, 2018, the Coalinga City Council adopted Resolution No. 3862 providing a Declaration of Intent for Expenditures related to Measure J Revenues as follows:

1. Hire 3 additional Firefighter/Paramedics;
2. Reinstate ten Reserve Firefighter positions to assist with coverage of the community;
3. Hire 2 additional Police Officers;
4. Reactive Police Investigations Unit;
5. Make upgrades to City's Emergency Command Center;
6. Hire additional public safety personnel;
7. Purchase building-wide uninterruptable power supply;
8. Pay fair wages to employees;
9. Hire a Deputy Fire Chief;
10. Improve recruitment, retention and employee morale;
11. Institute a financial reserve.

These priorities were to be addressed within the ten year timeframe of Measure J.

All have been accomplished as written, or by a variation.

On November 6, 2018, Measure J passed.

The 1% sales tax went into effective April 1, 2019, and sunsets on April 1, 2019.

On September 1, 2022, Council discussed Measure J renewal.

Councilman Adkisson spoke in support of renewing Measure J for an additional 10-year period. It was too late to put the Measure on the 2022 ballot, but he asked to have it brought back to be added to the 2024 election ballot. This was the consensus of the Council.

III. DISCUSSION:

On September 1, 2022, the consensus of the Council was to place a Measure J renewal, for an additional 10-year period, on the November 2024 election ballot.

Staff seeks consensus from the Council that is still the direction so that a Resolution can be brought back to place a Measure J renewal item on the 2024 election ballot.

IV. ALTERNATIVES:

Do no direct staff to bring back a Resolution for a Measure J extension to be placed on the 2024 election ballot (not recommended).

V. FISCAL IMPACT:

If Measure J sunsets on April 1, 2019, that would result in a loss of revenue to the City's General Fund of $2,106,042 (101-400-41011) which would be catastrophic to City operations.

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject:	Presentation of the City of Coalinga Traffic Signal Warrant Counts/Analysis for Jayne Ave at Willow Springs, Juniper Ridge, and Enterprise Parkway
Meeting Date:	Thursday, February 15, 2024
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Staff recommends no action at this time as the report states that warrants are not satisfied for any of the study intersections considering existing traffic volumes.

II. BACKGROUND:

At the request of City Council, JK Consulting Group performed consulting services related to Traffic Signal Warrant Counts/Analysis in the City of Coalinga. The project area is generally bounded by Willow Springs Avenue to the west and Enterprise Parkway to the east along State Route (SR) 33-Jayne Avenue. Figures 1 and 2 provide the regional and local context of the Project.

A copy of the report has been provided for the Council's review.

III. DISCUSSION:

The requirements and objectives of the California Department of Transportation (Caltrans) California Manual on Uniform Traffic Control Devices (CA MUTCD) were followed in the preparation of this analysis/memorandum. Warrants 1 (Eight-Hour Vehicular Volume), 2 (Four-Hour Vehicular Volume), and 3 (Peak Hour) from Chapter 4C, Traffic Control Signal Needs Studies, were utilized to determine if a traffic signal is warranted at study area intersections listed below.

Twelve (12)-hour intersection turning movement counts (7am to 7pm) were collected on Thursday, January 11th, 2024, at the following locations:

- Jayne Avenue-Polk Avenue (SR-33) at Willow Springs Avenue
- Jayne Avenue-Polk Avenue (SR-33) at Juniper Ridge Boulevard
- Jayne Avenue-Polk Avenue (SR-33) at Enterprise Parkway

The evaluation shows that Warrants 1 (Eight-Hour Vehicular Volume), 2 (Four-Hour Vehicular Volume), and 3 (Peak Hour) **are not satisfied** for any of the study intersections considering existing traffic volumes. It should be noted that Chapter 4C (Traffic Control Signal Needs Studies) of the CAMUTCD are guidelines used to aid in determining traffic control device needs in various scenarios.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

This action had no fiscal impact unless the Council choses to direct staff to take additional action.

ATTACHMENTS:

File Name	Description
Coalinga_TS_Warrant_Memo_01192024_v01.pdf	Coalinga Traffic Study Warrant Memo

January 19, 2024

Dan Jauregui
Project Manager
Tri City Engineering, Inc.
4630 W Jennifer Avenue, Suite 101
Fresno, CA 93722

RE: City of Coalinga Traffic Signal Warrant Counts/Analysis Memorandum

Dear Dan Jauregui:

JK Consulting Group performed consulting services related to Traffic Signal Warrant Counts/Analysis in the City of Coalinga. The project area is generally bounded by Willow Springs Avenue to the west and Enterprise Parkway to the east along State Route (SR) 33-Jayne Avenue. Figures 1 and 2 provide the regional and local context of the Project.

DATA COLLECTION

The requirements and objectives of the California Department of Transportation (Caltrans) *California Manual on Uniform Traffic Control Devices (CA MUTCD)* were followed in the preparation of this analysis/memorandum. Warrants 1 (Eight-Hour Vehicular Volume), 2 (Four-Hour Vehicular Volume), and 3 (Peak Hour) from Chapter 4C, Traffic Control Signal Needs Studies, were utilized to determine if a traffic signal is warranted at study area intersections listed below. Twelve (12)-hour intersection turning movement counts (7am to 7pm) were collected on Thursday, January 11th, 2024, at the following locations:

- Jayne Avenue-Polk Avenue (SR-33) at Willow Springs Avenue
- Jayne Avenue-Polk Avenue (SR-33) at Juniper Ridge Boulevard
- Jayne Avenue-Polk Avenue (SR-33) at Enterprise Parkway

A speed limit of 55-mph along SR 33-Jayne Avenue and 25-mph along Willow Springs Avenue, Juniper Ridge Boulevard, and Enterprise Parkway was assumed in the development of this analysis. It should be noted that the speed limit along SR 33-Jayne Avenue is the only variable that has a direct impact on the analysis.

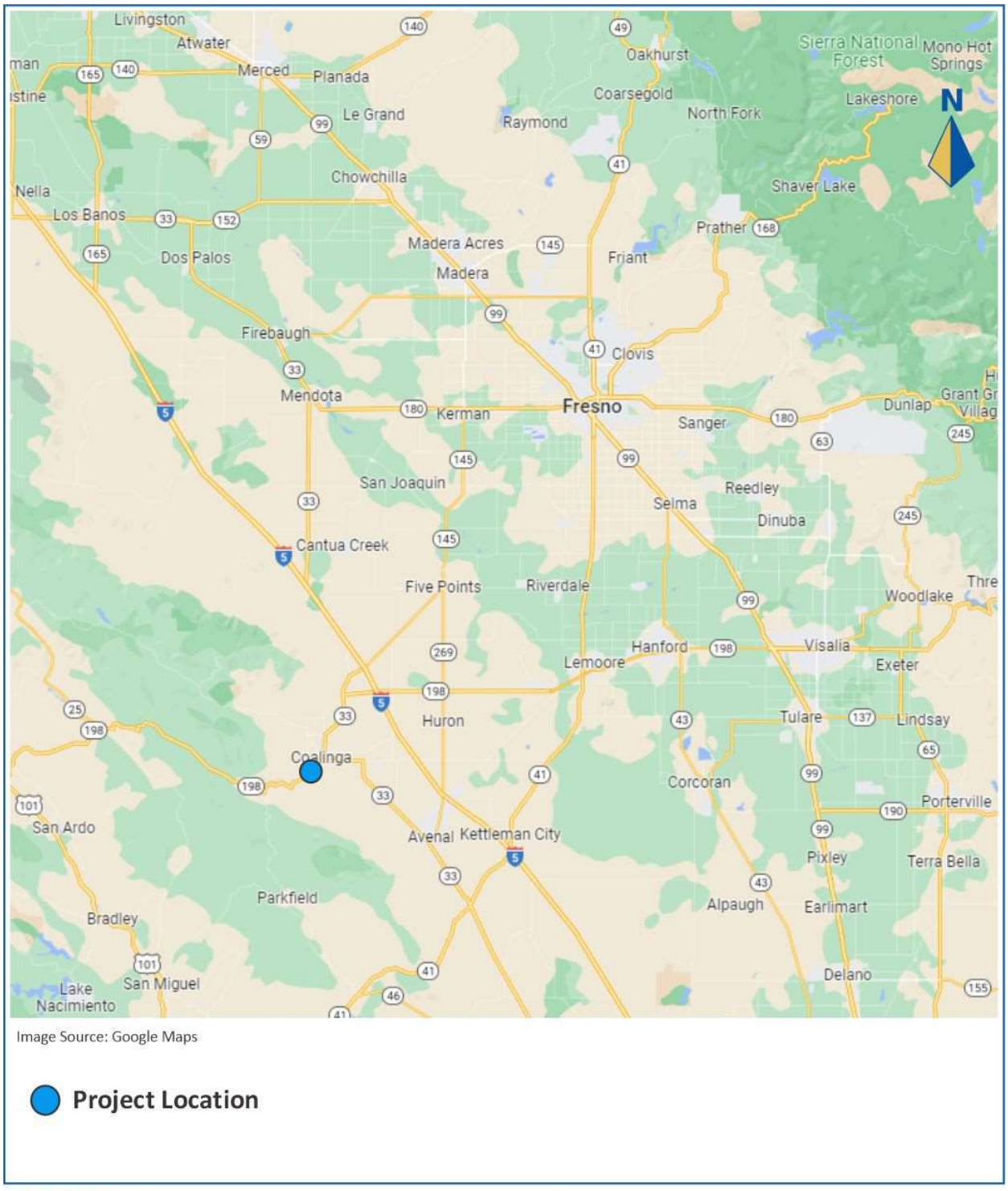


FIGURE 1
Regional Location

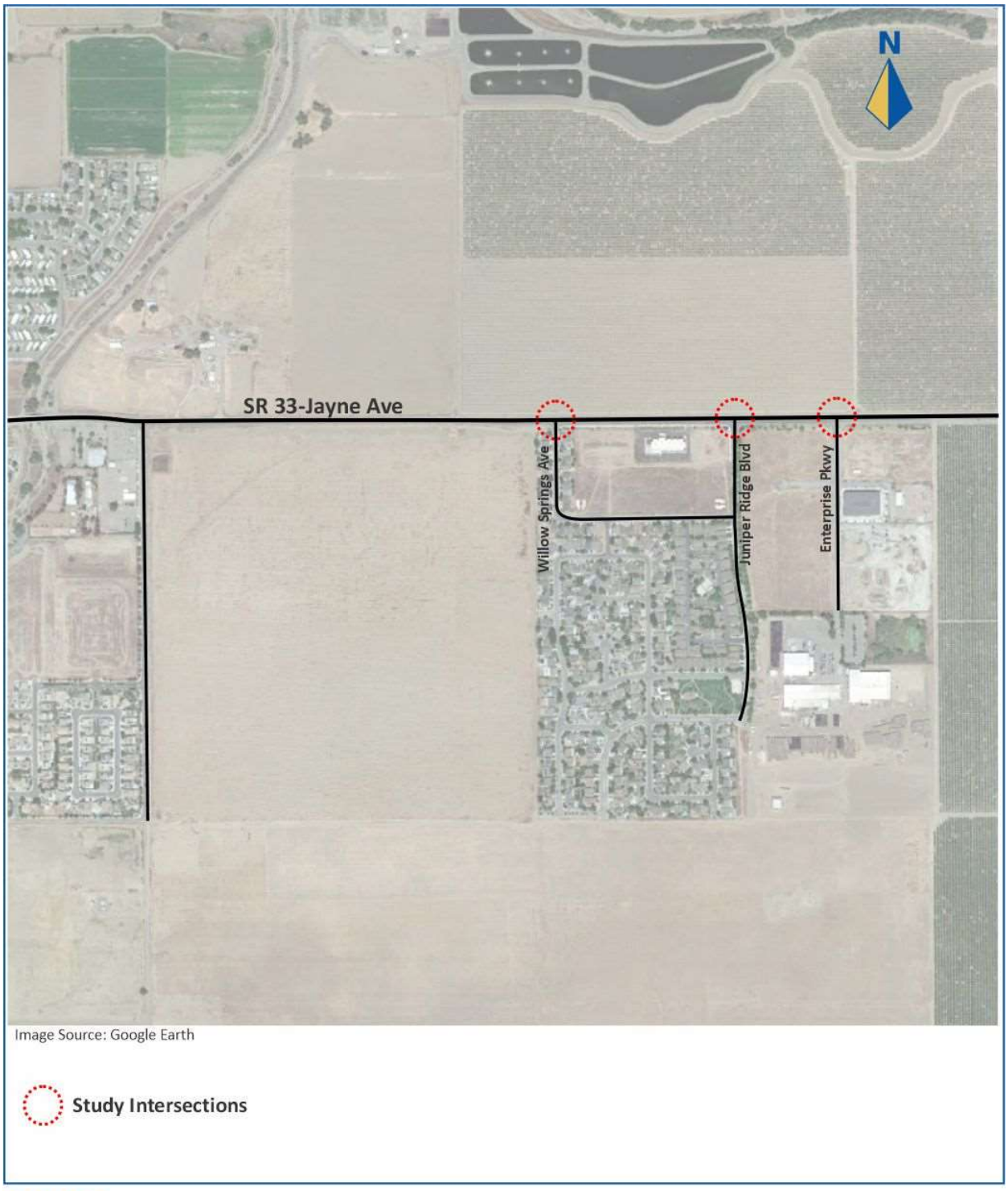


FIGURE 2
Project Location

SUMMARY OF TRAFFIC SIGNAL WARRANT ANALYSIS

The evaluation shows that Warrants 1 (Eight-Hour Vehicular Volume), 2 (Four-Hour Vehicular Volume), and 3 (Peak Hour) **are not** satisfied for any of the study intersections considering existing traffic volumes. It should be noted that Chapter 4C (Traffic Control Signal Needs Studies) of the CAMUTCD are guidelines used to aid in determining traffic control device needs in various scenarios. The need for traffic control devices can be driven by other/additional factors such as the frequency of crashes in the study area. Detailed warrant analysis data and worksheets are attached to this memorandum.

Should you have any further questions or comments, please contact me by phone at (559) 246-4204 or by email at jellard@jkconsultinggroupllc.com.

Sincerely,

Jason Ellard, Principal
JK Consulting Group

ATTACHMENT

WARRANT DATA/WORKSHEETS

COUNT DATE: January 11th, 2024

Major St: SR 33/Jayne Avenue — Critical Approach Speed: 55 mph

Minor St: Willow Springs Avenue — Critical Approach Speed: 25 mph

Speed limit or critical speed on major street traffic > 40 mph..... ☐

In built up area of isolated community of < 10,000 population..... ☐

or

☐ RURAL (R)

☑ URBAN (U)

WARRANT 1 - Eight Hour Vehicular Volume — **SATISFIED** YES ☐ NO ☑

(Condition A or Condition B or combination of A and B must be satisfied)

Condition A - Minimum Vehicle Volume

100% SATISFIED YES ☐ NO ☑

80% SATISFIED YES ☐ NO ☑

	MINIMUM REQUIREMENTS (80% SHOWN IN BRACKETS)												
	U	R	U	R									
APPROACH LANES	1		2 or More		10-11am	11-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches Major Street	500 (400)	350 (280)	600 (480)	420 (336)	441	532	531	470	572	695	826	651	
Highest Approach Minor Street	150 (120)	105 (84)	200 (160)	140 (112)	26	36	30	37	37	38	41	40	

Condition B - Interruption of Continuous Traffic

100% SATISFIED YES ☐ NO ☑

80% SATISFIED YES ☐ NO ☑

	MINIMUM REQUIREMENTS (80% SHOWN IN BRACKETS)												
	U	R	U	R									
APPROACH LANES	1		2 or More		10-11am	11-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches Major Street	750 (600)	525 (420)	900 (720)	630 (504)	441	532	531	470	572	695	826	651	
Highest Approach Minor Street	75 (60)	53 (42)	100 (80)	70 (56)	26	36	30	37	37	38	41	40	

Combination of Conditions A & B — **SATISFIED** YES ☐ NO ☑

REQUIREMENT	CONDITION	✓	FULFILLED			
TWO CONDITIONS SATISFIED 80%	A. MINIMUM VEHICULAR VOLUME	☐	Yes	☐	No	☑
	AND, B. INTERRUPTION OF CONTINUOUS TRAFFIC	☐				
AND, AN ADEQUATE TRIAL OF OTHER ALTERNATIVES THAT COULD CAUSE LESS DELAY AND INCONVENIENCE TO TRAFFIC HAS FAILED TO SOLVE THE TRAFIC PROBLEMS			Yes	☐	No	☑

Use of 70% and 56% Columns in Table 4C-1

COUNT DATE: January 11th, 2024

Major St: SR 33/Jayne Avenue — Critical Approach Speed: 55 mph

Minor St: Willow Springs Avenue — Critical Approach Speed: 25 mph

Speed limit or critical speed on major street traffic > 40 mph..... ☑

In built up area of isolated community of < 10,000 population..... ☐

or

☑ **RURAL (R)**

☑ **URBAN (U)**

WARRANT 1 - Eight Hour Vehicular Volume
(Condition A or Condition B or combination of A and B must be satisfied)

SATISFIED **YES** ☐ **NO** ☑

Condition A - Minimum Vehicle Volume

100% SATISFIED **YES** ☐ **NO** ☑

80% SATISFIED **YES** ☐ **NO** ☑

	MINIMUM REQUIREMENTS - 70% Table 4C-1 (56% SHOWN IN BRACKETS)												
	U	R	U	R									
APPROACH LANES	1		2 or More		10-11am	11-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches Major Street	350 (280)	350 (280)	420 (336)	420 (336)	441	532	531	470	572	695	826	651	
Highest Approach Minor Street	105 (84)	105 (84)	140 (112)	140 (112)	26	36	30	37	37	38	41	40	

Condition B - Interruption of Continuous Traffic

100% SATISFIED **YES** ☐ **NO** ☑

80% SATISFIED **YES** ☐ **NO** ☑

	MINIMUM REQUIREMENTS - 70% Table 4C-1 (56% SHOWN IN BRACKETS)												
	U	R	U	R									
APPROACH LANES	1		2 or More		10-11am	11-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches Major Street	525 (420)	525 (420)	630 (504)	630 (504)	441	532	531	470	572	695	826	651	
Highest Approach Minor Street	53 (42)	53 (42)	70 (56)	70 (56)	26	36	30	37	37	38	41	40	

Combination of Conditions A & B

SATISFIED **YES** ☐ **NO** ☑

REQUIREMENT	CONDITION	✓	FULFILLED			
TWO CONDITIONS SATISFIED 80%	A. MINIMUM VEHICULAR VOLUME	☐	Yes	☐	No	☑
	AND, B. INTERRUPTION OF CONTINUOUS TRAFFIC	☐				
AND, AN ADEQUATE TRIAL OF OTHER ALTERNATIVES THAT COULD CAUSE LESS DELAY AND INCONVENIENCE TO TRAFFIC HAS FAILED TO SOLVE THE TRAFIC PROBLEMS			Yes	☐	No	☑

COUNT DATE: January 11th, 2024

Major St: SR 33/Jayne Avenue — Critical Approach Speed: 55 mph

Minor St: Willow Springs Avenue — Critical Approach Speed: 25 mph

WARRANT 2 - Four Hour Vehicular Volume

SATISFIED* YES ☐ NO ☑

Record hourly vehicular volumes for any four hours of an average day.

APPROACH LANES	One	2 or More	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches - Major Street	✓		572	695	826	651	
Highest Approach - Minor Street	✓		37	38	41	40	

*The plotted point falls above the applicable curve in Figure 4C-1. (URBAN AREAS)	Yes	☐	No	☑
OR, The plotted point falls above the applicable curve in Figure 4C-2. (RURAL AREAS)	Yes	☐	No	☑

WARRANT 3 - Peak Hour
(Part A or Part B must be satisfied)

SATISFIED YES ☐ NO ☑

PART A

SATISFIED YES ☐ NO ☑

(All parts 1, 2, and 3 below must be satisfied for the same one hour, for any four consecutive 15-minute periods)

**Part 1 below unknown since LOS Analysis at intersection was not completed

1. The total delay experienced by traffic on one minor street approach (one direction only) controlled by a STOP sign equals or exceeds four vehicle-hours for a one-lane approach, or five vehicle-hours for a two-lane approach; AND	Yes	☐	No	☐
2. The volume on the same minor street approach (one direction only) equals or exceeds 100 vph for one moving lane of traffic or 150 vph for two moving lanes; AND	Yes	☐	No	☑
3. The total entering volume serviced during the hour equals or exceeds 800 vph for intersections with four or more approaches or 650 vph for intersections with three approaches.	Yes	☑	No	☐

PART B

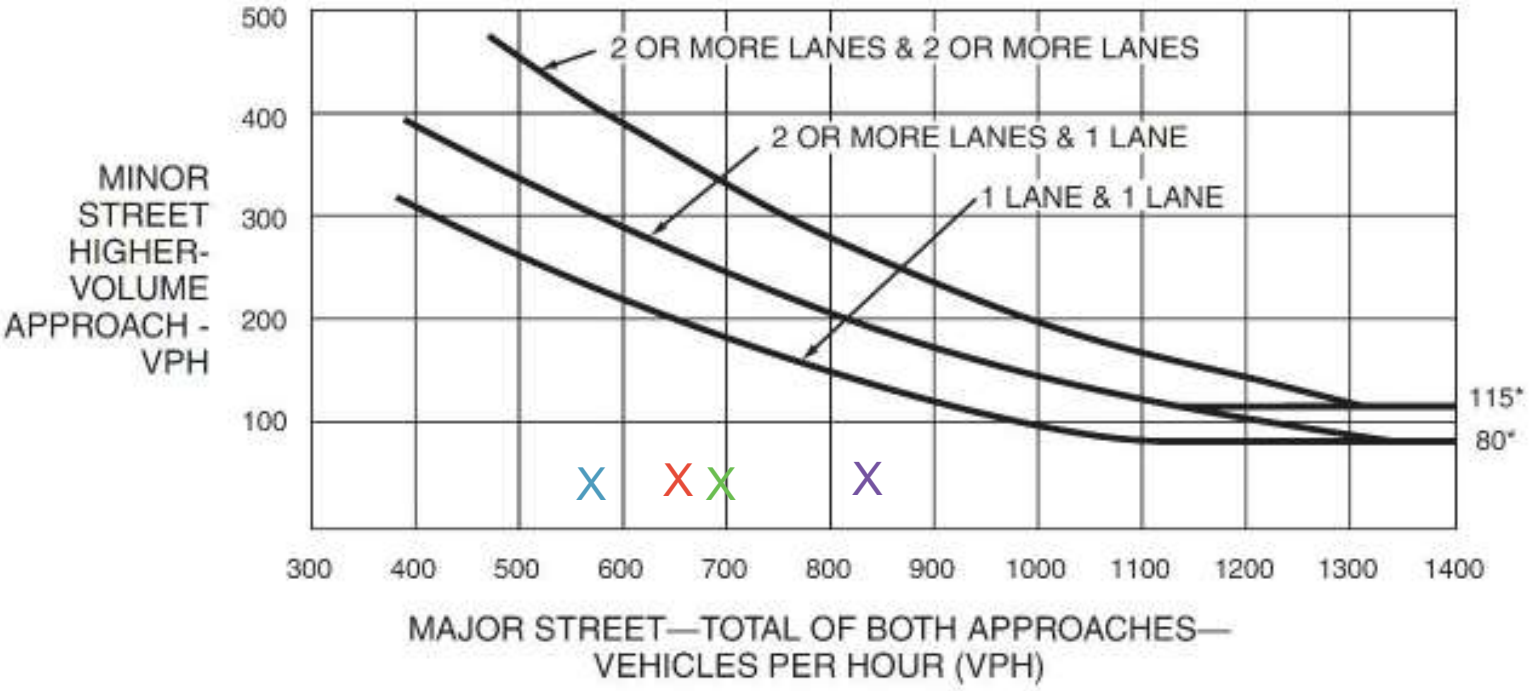
SATISFIED YES ☐ NO ☑

APPROACH LANES	One	2 or More	4-5pm	Hour
Both Approaches - Major Street	✓		826	
Highest Approach - Minor Street	✓		41	

The plotted point falls above the applicable curve in Figure 4C-3. (URBAN AREAS)	Yes	☐	No	☑
OR, The plotted point falls above the applicable curve in Figure 4C-4. (RURAL AREAS)	Yes	☐	No	☑

SR 33-Jayne Avenue / Willow Springs Avenue

Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



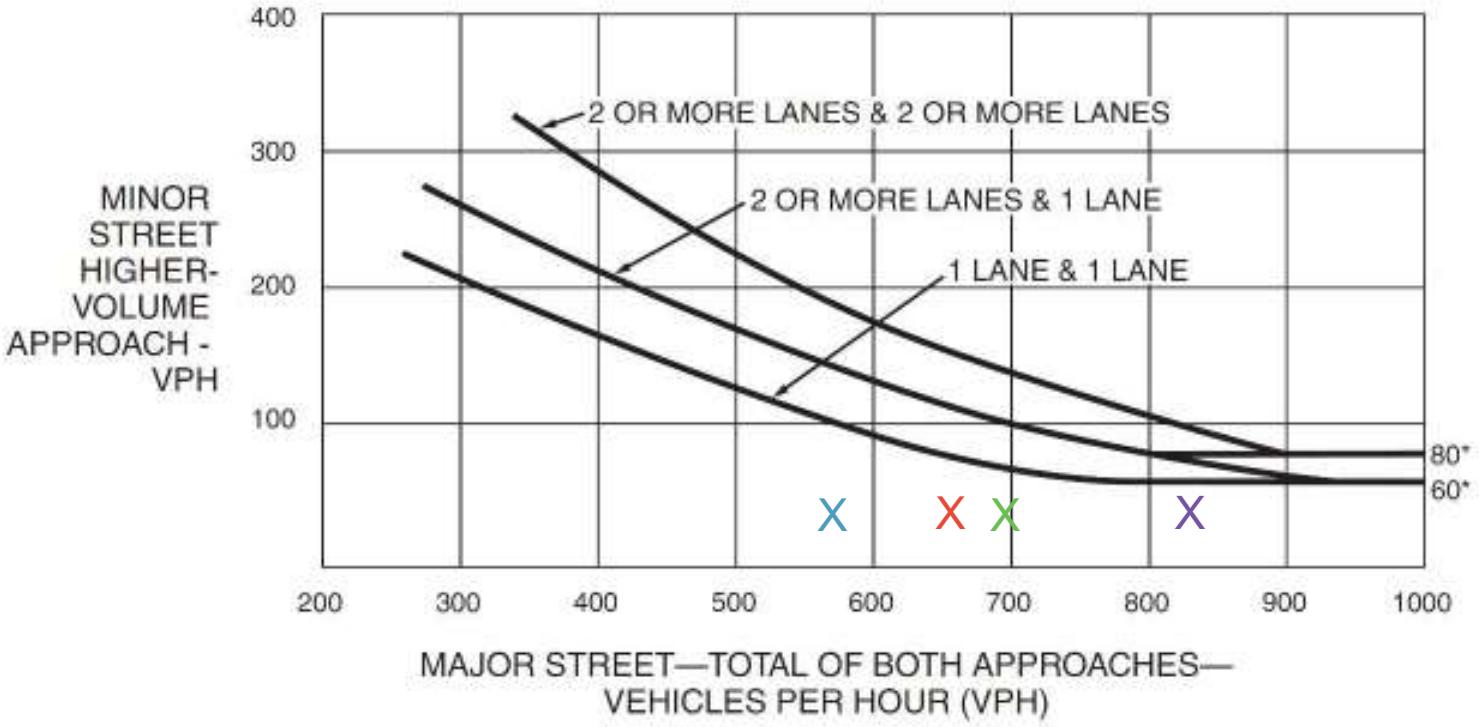
*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND	
X	2pm-3pm
X	3pm-4pm
X	4pm-5pm
X	5pm-6pm

SR 33-Jayne Avenue / Willow Springs Avenue

Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)

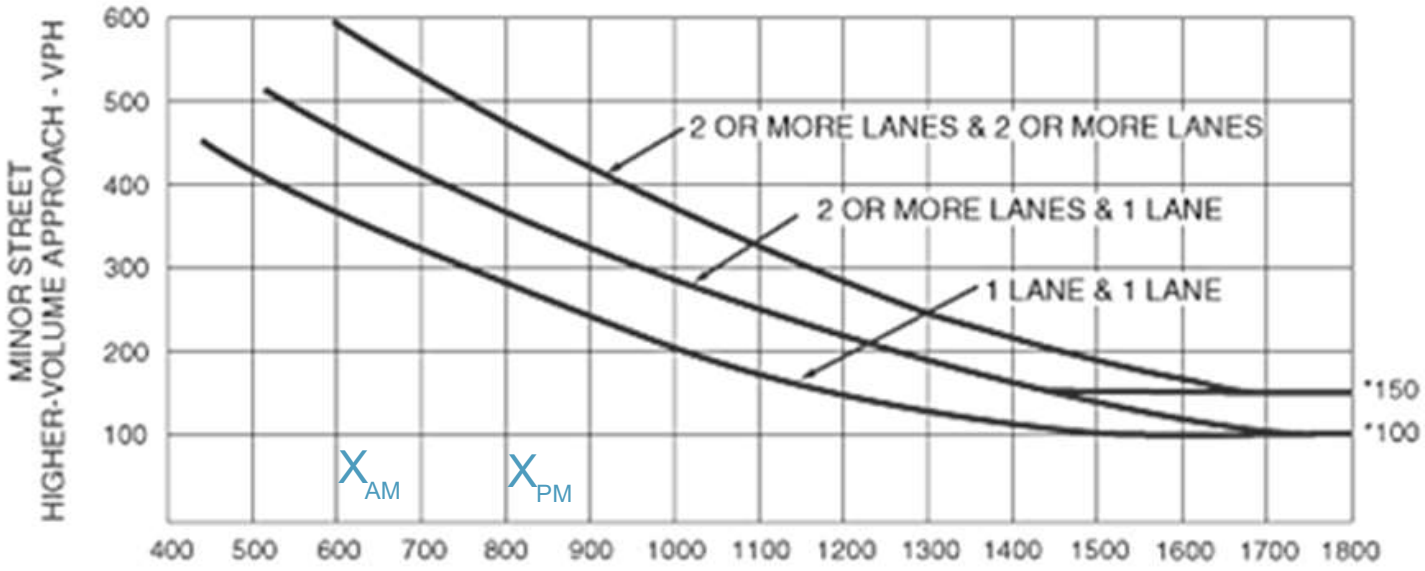


*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND	
X	2pm-3pm
X	3pm-4pm
X	4pm-5pm
X	5pm-6pm

SR 33-Jayne Avenue / Willow Springs Avenue

Figure 4C-3. Warrant 3, Peak Hour



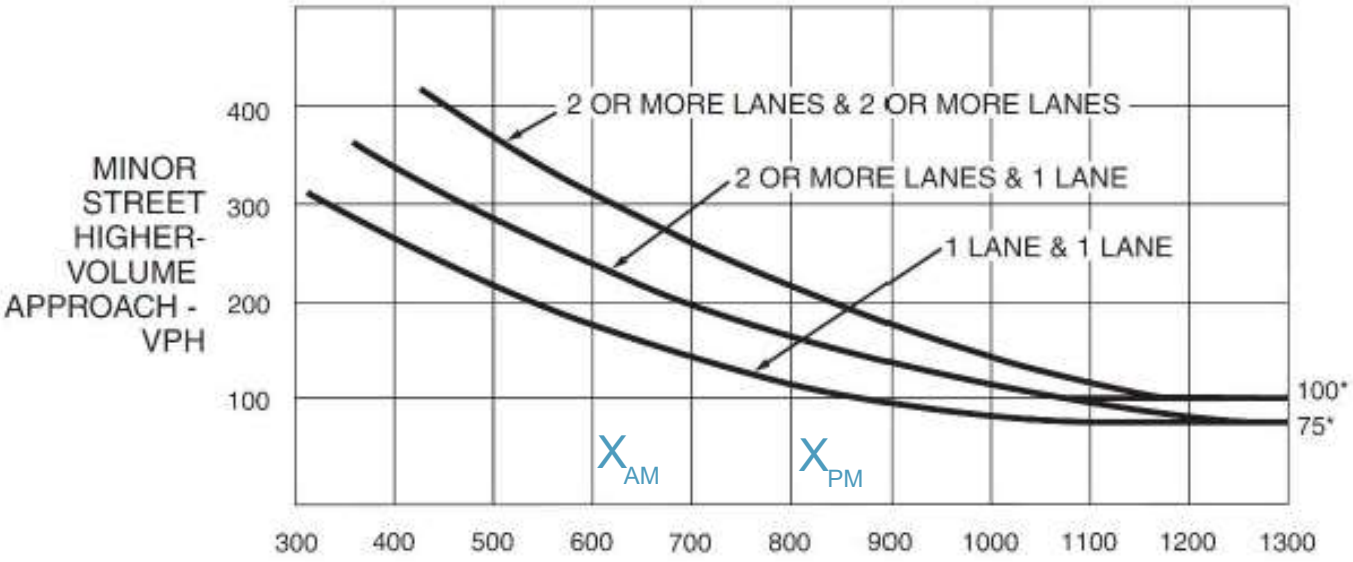
*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND
X_{AM} X_{PM} Existing (2024)

SR 33-Jayne Avenue / Willow Springs Avenue

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND
X_{AM} X_{PM} Existing (2024)

COUNT DATE: January 11th, 2024

Major St: SR 33/Jayne Avenue — Critical Approach Speed: 55 mph

Minor St: Juniper Ridge Boulevard — Critical Approach Speed: 25 mph

Speed limit or critical speed on major street traffic > 40 mph..... ☐

In built up area of isolated community of < 10,000 population..... ☑

or } RURAL (R) / URBAN (U)

WARRANT 1 - Eight Hour Vehicular Volume — **SATISFIED** YES ☐ NO ☑
(Condition A or Condition B or combination of A and B must be satisfied)

Condition A - Minimum Vehicle Volume — **100% SATISFIED** YES ☐ NO ☑; **80% SATISFIED** YES ☐ NO ☑

	MINIMUM REQUIREMENTS (80% SHOWN IN BRACKETS)												
	U	R	U	R									
APPROACH LANES	1		2 or More		10-11am	11-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches Major Street	500 (400)	350 (280)	600 (480)	420 (336)	402	506	523	433	549	637	767	594	
Highest Approach Minor Street	150 (120)	105 (84)	200 (160)	140 (112)	34	31	33	55	49	48	46	47	

Condition B - Interruption of Continuous Traffic — **100% SATISFIED** YES ☐ NO ☑; **80% SATISFIED** YES ☐ NO ☑

	MINIMUM REQUIREMENTS (80% SHOWN IN BRACKETS)												
	U	R	U	R									
APPROACH LANES	1		2 or More		10-11am	11-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches Major Street	750 (600)	525 (420)	900 (720)	630 (504)	402	506	523	433	549	637	767	594	
Highest Approach Minor Street	75 (60)	53 (42)	100 (80)	70 (56)	34	31	33	55	49	48	46	47	

Combination of Conditions A & B — **SATISFIED** YES ☐ NO ☑

REQUIREMENT	CONDITION	✓	FULFILLED			
TWO CONDITIONS SATISFIED 80%	A. MINIMUM VEHICULAR VOLUME	☐	Yes	☐	No	☑
	AND, B. INTERRUPTION OF CONTINUOUS TRAFFIC	☐				
AND, AN ADEQUATE TRIAL OF OTHER ALTERNATIVES THAT COULD CAUSE LESS DELAY AND INCONVENIENCE TO TRAFFIC HAS FAILED TO SOLVE THE TRAFIC PROBLEMS			Yes	☐	No	☑

Use of 70% and 56% Columns in Table 4C-1

COUNT DATE: January 11th, 2024

Major St: SR 33/Jayne Avenue — Critical Approach Speed: 55 mph

Minor St: Juniper Ridge Boulevard — Critical Approach Speed: 25 mph

Speed limit or critical speed on major street traffic > 40 mph..... ☑

In built up area of isolated community of < 10,000 population..... ☐

or

☑ **RURAL (R)**

☑ **URBAN (U)**

WARRANT 1 - Eight Hour Vehicular Volume
(Condition A or Condition B or combination of A and B must be satisfied)

SATISFIED **YES** ☐ **NO** ☑

Condition A - Minimum Vehicle Volume

100% SATISFIED **YES** ☐ **NO** ☑

80% SATISFIED **YES** ☐ **NO** ☑

	MINIMUM REQUIREMENTS - 70% Table 4C-1 (56% SHOWN IN BRACKETS)												
	U	R	U	R									
APPROACH LANES	1		2 or More		10-11am	11-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches Major Street	350 (280)	350 (280)	420 (336)	420 (336)	402	506	523	433	549	637	767	594	
Highest Approach Minor Street	105 (84)	105 (84)	140 (112)	140 (112)	34	31	33	55	49	48	46	47	

Condition B - Interruption of Continuous Traffic

100% SATISFIED **YES** ☐ **NO** ☑

80% SATISFIED **YES** ☐ **NO** ☑

	MINIMUM REQUIREMENTS - 70% Table 4C-1 (56% SHOWN IN BRACKETS)												
	U	R	U	R									
APPROACH LANES	1		2 or More		10-11am	11-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches Major Street	525 (420)	525 (420)	630 (504)	630 (504)	402	506	523	433	549	637	767	594	
Highest Approach Minor Street	53 (42)	53 (42)	70 (56)	70 (56)	34	31	33	55	49	48	46	47	

Combination of Conditions A & B

SATISFIED **YES** ☐ **NO** ☑

REQUIREMENT	CONDITION	✓	FULFILLED			
TWO CONDITIONS SATISFIED 80%	A. MINIMUM VEHICULAR VOLUME	☐	Yes	☐	No	☑
	AND, B. INTERRUPTION OF CONTINUOUS TRAFFIC	☐				
AND, AN ADEQUATE TRIAL OF OTHER ALTERNATIVES THAT COULD CAUSE LESS DELAY AND INCONVENIENCE TO TRAFFIC HAS FAILED TO SOLVE THE TRAFIC PROBLEMS			Yes	☐	No	☑

COUNT DATE: January 11th, 2024

Major St: SR 33/Jayne Avenue — Critical Approach Speed: 55 mph

Minor St: Juniper Ridge Boulevard — Critical Approach Speed: 25 mph

WARRANT 2 - Four Hour Vehicular Volume

SATISFIED* YES ☐ NO ☑

Record hourly vehicular volumes for any four hours of an average day.

APPROACH LANES	One	2 or More	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches - Major Street	✓		549	637	767	594	
Highest Approach - Minor Street	✓		49	48	46	47	

*The plotted point falls above the applicable curve in Figure 4C-1. (URBAN AREAS)	Yes	☐	No	☑
OR, The plotted point falls above the applicable curve in Figure 4C-2. (RURAL AREAS)	Yes	☐	No	☑

WARRANT 3 - Peak Hour

(Part A or Part B must be satisfied)

SATISFIED YES ☐ NO ☑

PART A

SATISFIED YES ☐ NO ☑

(All parts 1, 2, and 3 below must be satisfied for the same one hour, for any four consecutive 15-minute periods)

**Part 1 below unknown since LOS Analysis at intersection was not completed

1. The total delay experienced by traffic on one minor street approach (one direction only) controlled by a STOP sign equals or exceeds four vehicle-hours for a one-lane approach, or five vehicle-hours for a two-lane approach; AND	Yes	☐	No	☐
2. The volume on the same minor street approach (one direction only) equals or exceeds 100 vph for one moving lane of traffic or 150 vph for two moving lanes; AND	Yes	☐	No	☑
3. The total entering volume serviced during the hour equals or exceeds 800 vph for intersections with four or more approaches or 650 vph for intersections with three approaches.	Yes	☑	No	☐

PART B

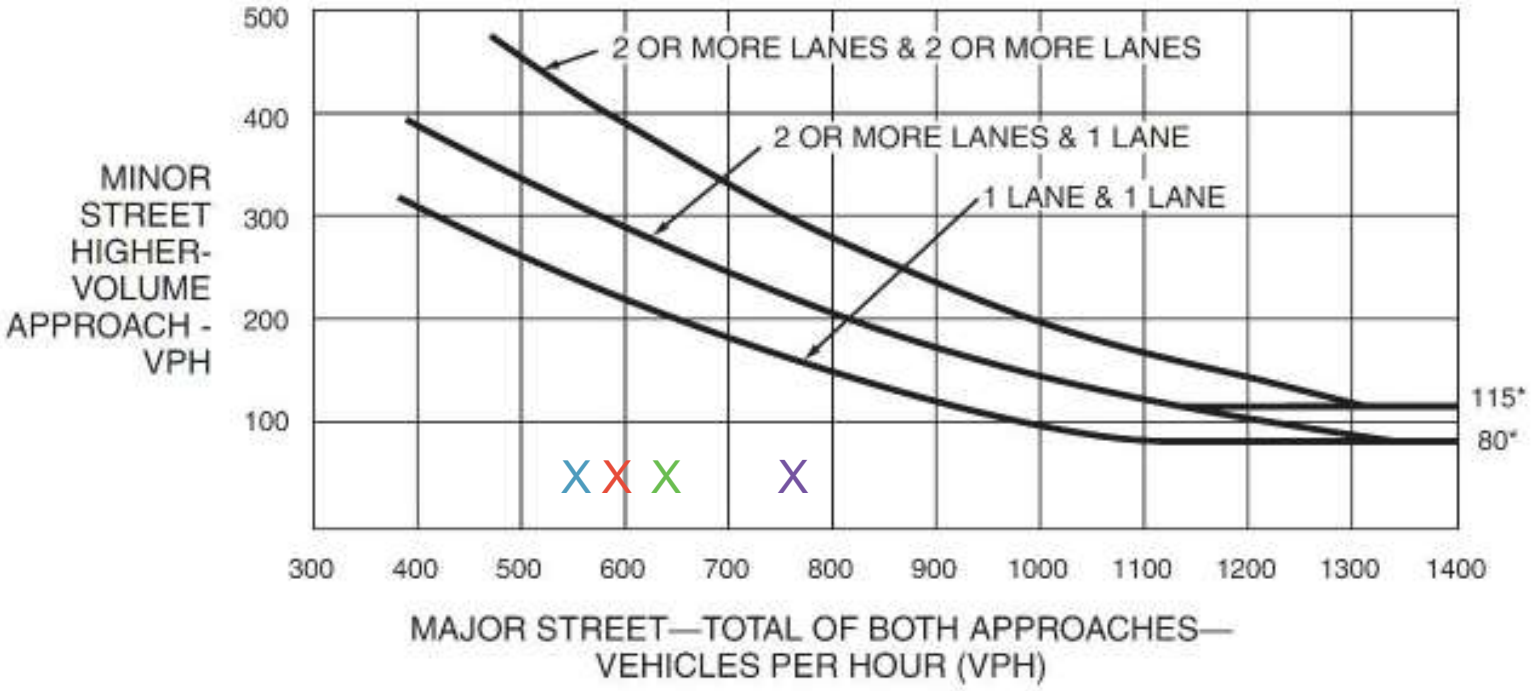
SATISFIED YES ☐ NO ☑

APPROACH LANES	One	2 or More	4-5pm	Hour
Both Approaches - Major Street	✓		767	
Highest Approach - Minor Street	✓		46	

The plotted point falls above the applicable curve in Figure 4C-3. (URBAN AREAS)	Yes	☐	No	☑
OR, The plotted point falls above the applicable curve in Figure 4C-4. (RURAL AREAS)	Yes	☐	No	☑

SR 33-Jayne Avenue / Juniper Ridge Boulevard

Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



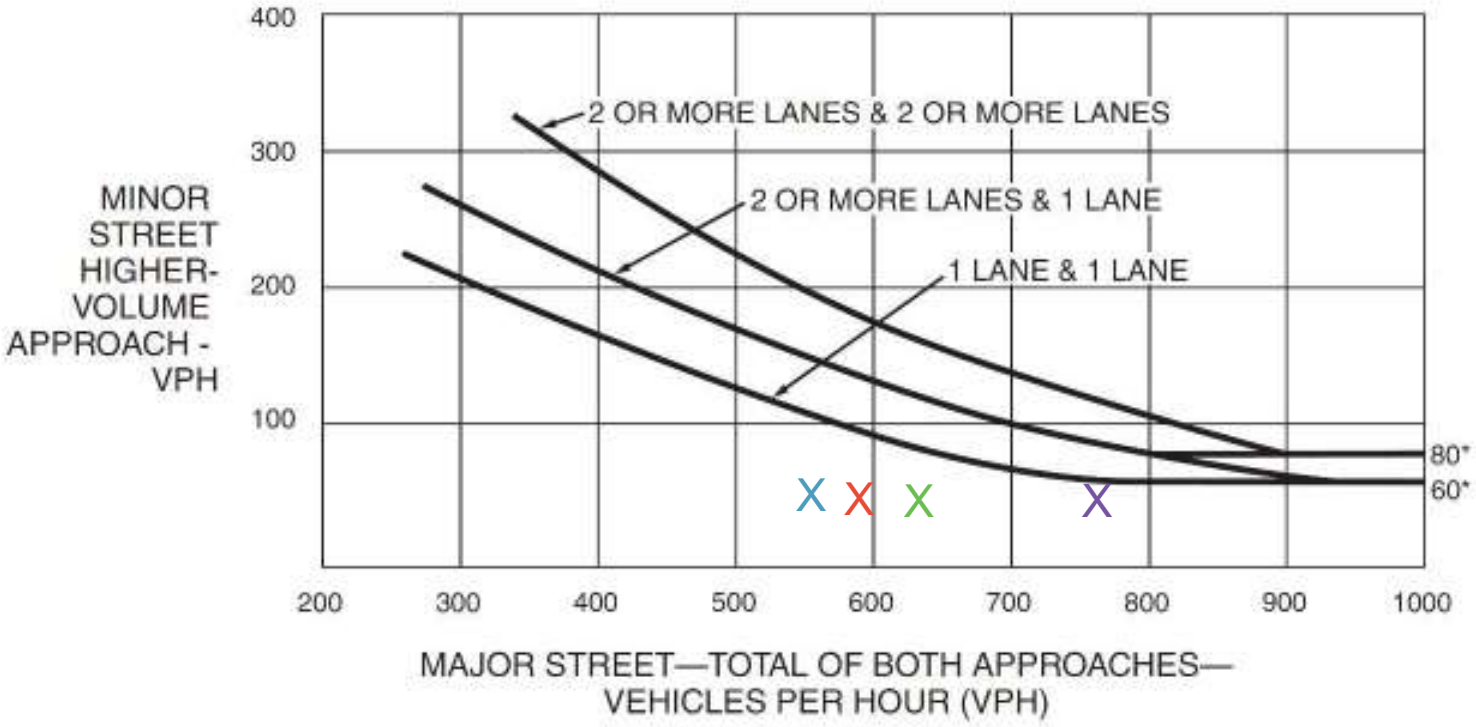
*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND	
X	2pm-3pm
X	3pm-4pm
X	4pm-5pm
X	5pm-6pm

SR 33-Jayne Avenue / Juniper Ridge Boulevard

Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)

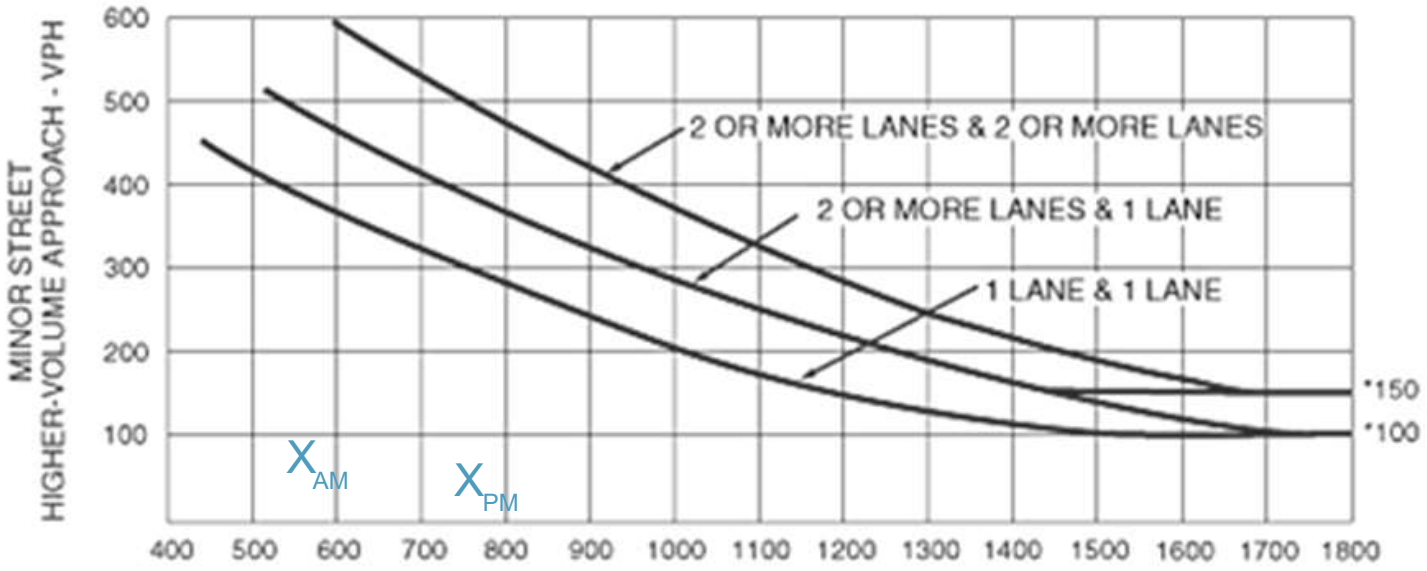


*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND	
X	2pm-3pm
X	3pm-4pm
X	4pm-5pm
X	5pm-6pm

SR 33-Jayne Avenue / Juniper Ridge Boulevard

Figure 4C-3. Warrant 3, Peak Hour



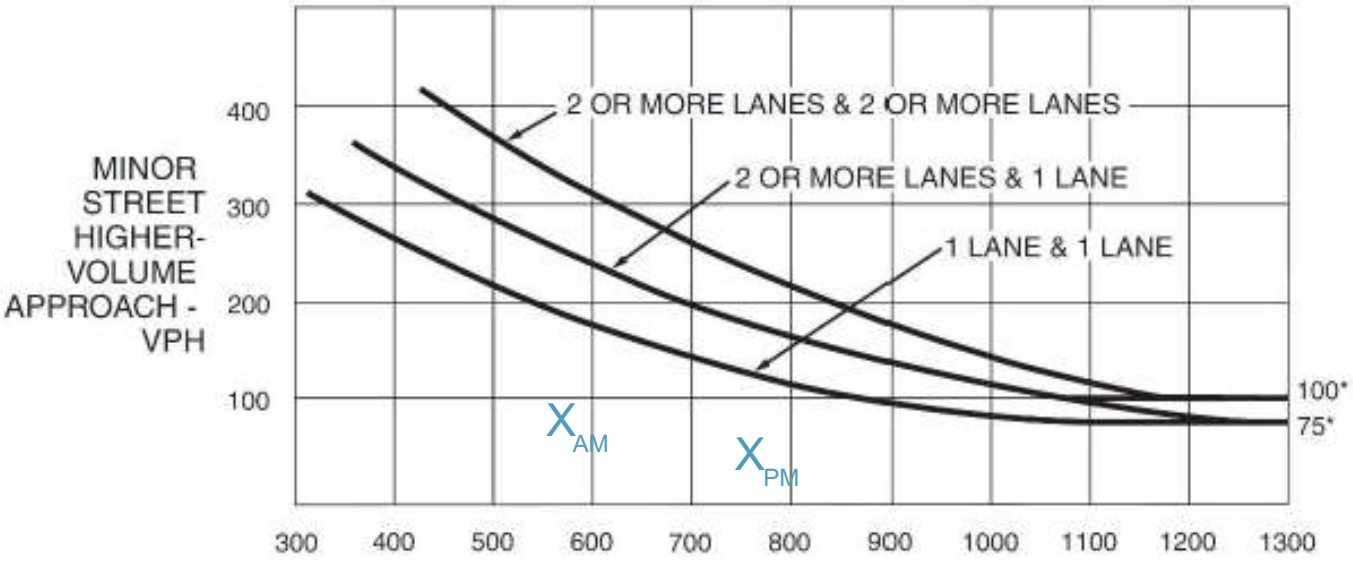
*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND
X_{AM} X_{PM} Existing (2024)

SR 33-Jayne Avenue / Juniper Ridge Boulevard

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND
X_{AM} X_{PM} Existing (2024)

COUNT DATE: January 11th, 2024

Major St: SR 33/Jayne Avenue — Critical Approach Speed: 55 mph

Minor St: Enterprise Parkway — Critical Approach Speed: 25 mph

Speed limit or critical speed on major street traffic > 40 mph..... ☐

In built up area of isolated community of < 10,000 population..... ☑

or } RURAL (R) / URBAN (U)

WARRANT 1 - Eight Hour Vehicular Volume — **SATISFIED** YES ☐ NO ☑

(Condition A or Condition B or combination of A and B must be satisfied)

Condition A - Minimum Vehicle Volume

100% SATISFIED YES ☐ NO ☑

80% SATISFIED YES ☐ NO ☑

	MINIMUM REQUIREMENTS (80% SHOWN IN BRACKETS)												
	U	R	U	R									
APPROACH LANES	1		2 or More		10-11am	11-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches Major Street	500 (400)	350 (280)	600 (480)	420 (336)	373	469	495	426	481	583	733	523	
Highest Approach Minor Street	150 (120)	105 (84)	200 (160)	140 (112)	37	30	36	13	99	34	52	59	

Condition B - Interruption of Continuous Traffic

100% SATISFIED YES ☐ NO ☑

80% SATISFIED YES ☐ NO ☑

	MINIMUM REQUIREMENTS (80% SHOWN IN BRACKETS)												
	U	R	U	R									
APPROACH LANES	1		2 or More		10-11am	11-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches Major Street	750 (600)	525 (420)	900 (720)	630 (504)	373	469	495	426	481	583	733	523	
Highest Approach Minor Street	75 (60)	53 (42)	100 (80)	70 (56)	37	30	36	13	99	34	52	59	

Combination of Conditions A & B — **SATISFIED** YES ☐ NO ☑

REQUIREMENT	CONDITION	✓	FULFILLED			
TWO CONDITIONS SATISFIED 80%	A. MINIMUM VEHICULAR VOLUME	☐	Yes	☐	No	☑
	AND, B. INTERRUPTION OF CONTINUOUS TRAFFIC	☐				
AND, AN ADEQUATE TRIAL OF OTHER ALTERNATIVES THAT COULD CAUSE LESS DELAY AND INCONVENIENCE TO TRAFFIC HAS FAILED TO SOLVE THE TRAFIC PROBLEMS			Yes	☐	No	☑

Use of 70% and 56% Columns in Table 4C-1

COUNT DATE: January 11th, 2024

Major St: SR 33/Jayne Avenue — Critical Approach Speed: 55 mph

Minor St: Enterprise Parkway — Critical Approach Speed: 25 mph

Speed limit or critical speed on major street traffic > 40 mph..... ☑

In built up area of isolated community of < 10,000 population..... ☐

or

☑ **RURAL (R)**

☑ **URBAN (U)**

WARRANT 1 - Eight Hour Vehicular Volume — **SATISFIED** YES ☐ NO ☑

(Condition A or Condition B or combination of A and B must be satisfied)

Condition A - Minimum Vehicle Volume

100% SATISFIED YES ☐ NO ☑

80% SATISFIED YES ☐ NO ☑

	MINIMUM REQUIREMENTS - 70% Table 4C-1 (56% SHOWN IN BRACKETS)												
	U	R	U	R									
APPROACH LANES	1		2 or More		10-11am	11-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches Major Street	350 (280)	350 (280)	420 (336)	420 (336)	373	469	495	426	481	583	733	523	
Highest Approach Minor Street	105 (84)	105 (84)	140 (112)	140 (112)	37	30	36	13	99	34	52	59	

Condition B - Interruption of Continuous Traffic

100% SATISFIED YES ☐ NO ☑

80% SATISFIED YES ☐ NO ☑

	MINIMUM REQUIREMENTS - 70% Table 4C-1 (56% SHOWN IN BRACKETS)												
	U	R	U	R									
APPROACH LANES	1		2 or More		10-11am	11-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches Major Street	525 (420)	525 (420)	630 (504)	630 (504)	373	469	495	426	481	583	733	523	
Highest Approach Minor Street	53 (42)	53 (42)	70 (56)	70 (56)	37	30	36	13	99	34	52	59	

Combination of Conditions A & B — **SATISFIED** YES ☐ NO ☑

REQUIREMENT	CONDITION	✓	FULFILLED			
TWO CONDITIONS SATISFIED 80%	A. MINIMUM VEHICULAR VOLUME	☐	Yes	☐	No	☑
	AND, B. INTERRUPTION OF CONTINUOUS TRAFFIC	☐				
AND, AN ADEQUATE TRIAL OF OTHER ALTERNATIVES THAT COULD CAUSE LESS DELAY AND INCONVENIENCE TO TRAFFIC HAS FAILED TO SOLVE THE TRAFIC PROBLEMS			Yes	☐	No	☑

COUNT DATE: January 11th, 2024

Major St: SR 33/Jayne Avenue — Critical Approach Speed: 55 mph

Minor St: Enterprise Parkway — Critical Approach Speed: 25 mph

WARRANT 2 - Four Hour Vehicular Volume

SATISFIED* YES ☐ NO ☑

Record hourly vehicular volumes for any four hours of an average day.

APPROACH LANES	One	2 or More	2-3pm	3-4pm	4-5pm	5-6pm	Hour
Both Approaches - Major Street	✓		481	583	733	523	
Highest Approach - Minor Street	✓		99	34	52	59	

*The plotted point falls above the applicable curve in Figure 4C-1. (URBAN AREAS)	Yes	☐	No	☑
OR, The plotted point falls above the applicable curve in Figure 4C-2. (RURAL AREAS)	Yes	☐	No	☑

WARRANT 3 - Peak Hour

(Part A or Part B must be satisfied)

SATISFIED YES ☐ NO ☑

PART A

SATISFIED YES ☐ NO ☑

(All parts 1, 2, and 3 below must be satisfied for the same one hour, for any four consecutive 15-minute periods)

**Part 1 below unknown since LOS Analysis at intersection was not completed

1. The total delay experienced by traffic on one minor street approach (one direction only) controlled by a STOP sign equals or exceeds four vehicle-hours for a one-lane approach, or five vehicle-hours for a two-lane approach; AND	Yes	☐	No	☐
2. The volume on the same minor street approach (one direction only) equals or exceeds 100 vph for one moving lane of traffic or 150 vph for two moving lanes; AND	Yes	☐	No	☑
3. The total entering volume serviced during the hour equals or exceeds 800 vph for intersections with four or more approaches or 650 vph for intersections with three approaches.	Yes	☑	No	☐

PART B

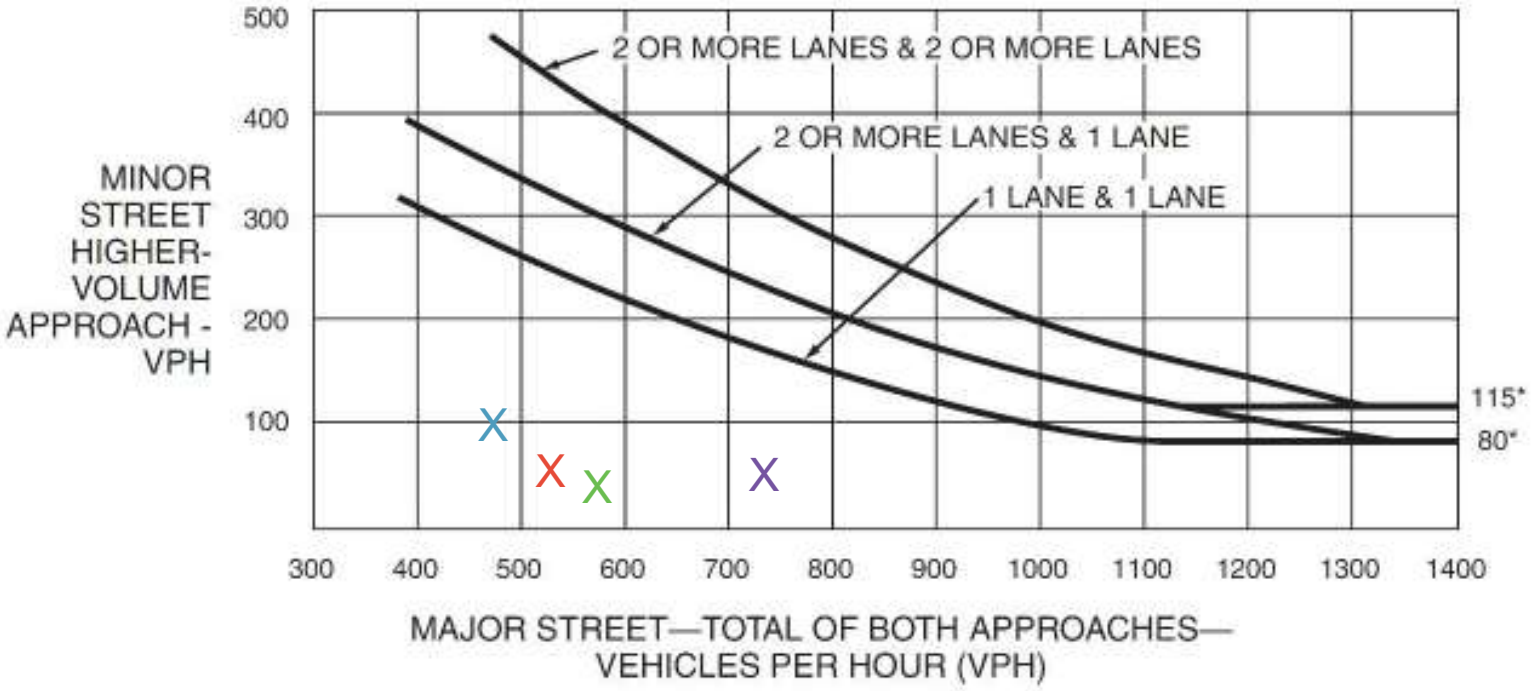
SATISFIED YES ☐ NO ☑

APPROACH LANES	One	2 or More	4-5pm	Hour
Both Approaches - Major Street	✓		733	
Highest Approach - Minor Street	✓		52	

The plotted point falls above the applicable curve in Figure 4C-3. (URBAN AREAS)	Yes	☐	No	☑
OR, The plotted point falls above the applicable curve in Figure 4C-4. (RURAL AREAS)	Yes	☐	No	☑

SR 33-Jayne Avenue / Enterprise Parkway

Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



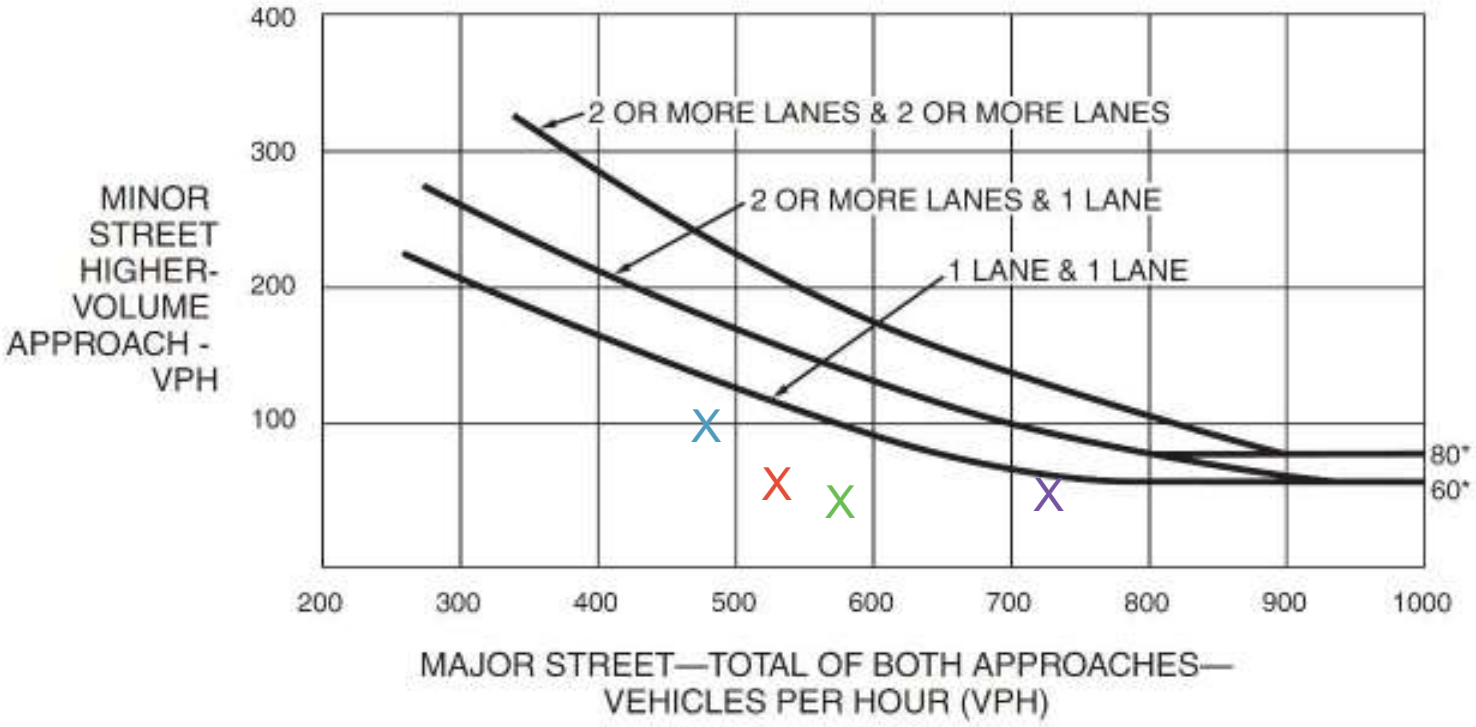
*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND	
X	2pm-3pm
X	3pm-4pm
X	4pm-5pm
X	5pm-6pm

SR 33-Jayne Avenue / Enterprise Parkway

Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)

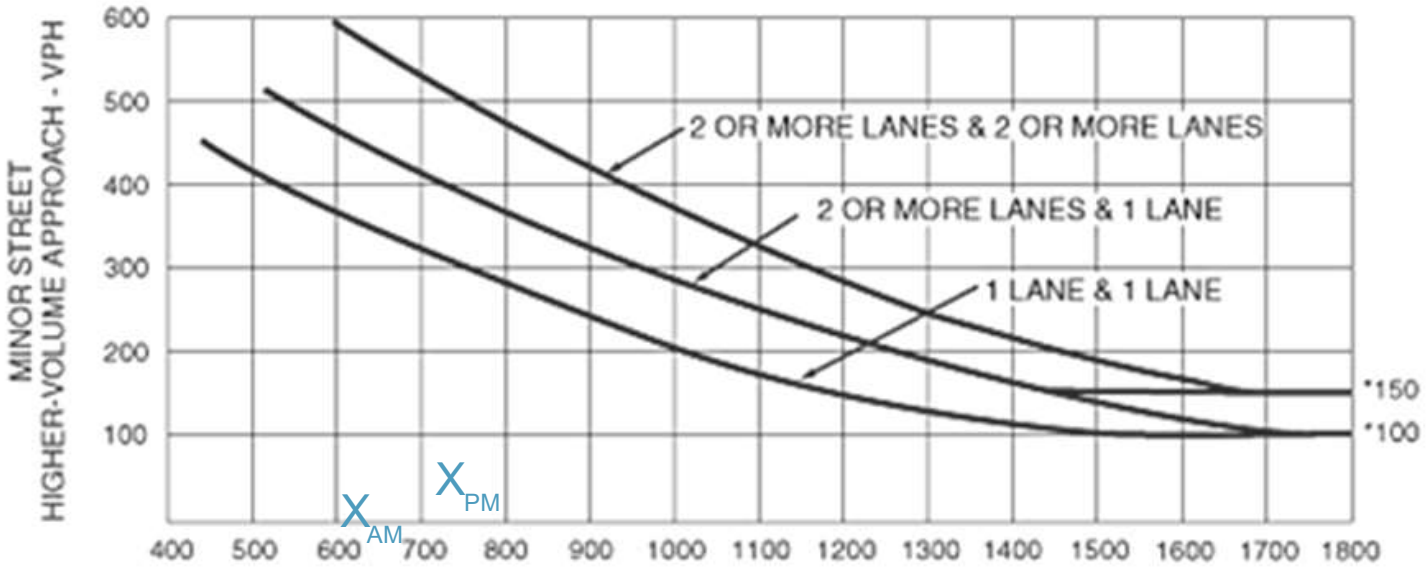


*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND	
X	2pm-3pm
X	3pm-4pm
X	4pm-5pm
X	5pm-6pm

SR 33-Jayne Avenue / Enterprise Parkway

Figure 4C-3. Warrant 3, Peak Hour



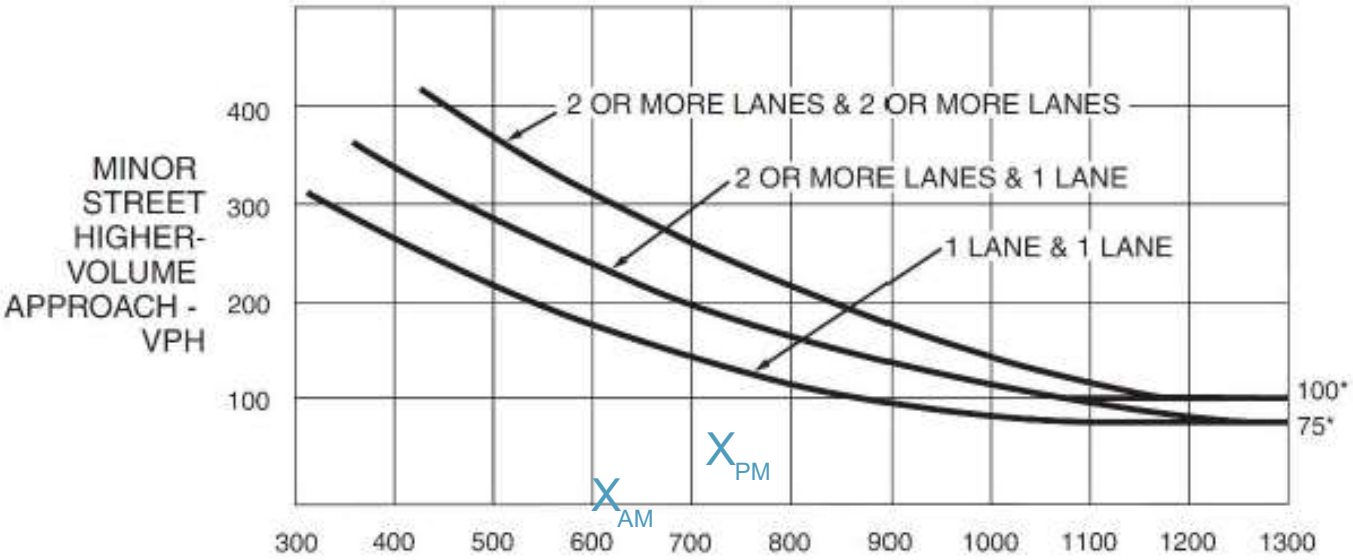
*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND
X_{AM} X_{PM} Existing (2024)

SR 33-Jayne Avenue / Enterprise Parkway

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND
X_{AM} X_{PM} Existing (2024)