

Minutes
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
September 5 2013

1. CALL TO ORDER

Mayor Lander called the meeting of September 5, 2013 to order at 7:00 PM, PDT.

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

Others Present: City Manager Rene Ramirez, City Attorney Laurie Avedisian, HR Director Marissa Chavez, Police Chief Cal Minor, Fire Chief Steve Henry, Finance Director Mari Jimenez, Assistant Community Development Director Sean Brewer, Administrative Analyst Mercedes Garcia, Economic Development Assistant Shannon Jensen, Police Lieutenant Scott Ingram, Police Sergeant Darrel Blevins, Officer Justin Gaskins and other Police Officers

City Clerk Wanda Earls

City Treasurer Olga Keough - Absent

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Commendation for Lifesaving Action Officer Justin Gaskins

Police Chief Cal Minor said it is an honor to appear before this Council to recognize one of our officers for an outstanding performance. In law enforcement a few times in our careers' do we have the opportunity to actually save someone's life. Officer Gaskins is one of these individuals. On August 22nd at approximately 3:30 dispatch received a call of a possible drowning victim in one of our residential neighborhoods. Office Gaskins responded (arriving within 2 minutes) and went into the backyard finding an unconscious female victim with her husband trying to assist her. Officer Gaskins assessed the situation, realized she was not breathing and had no heart beat; he immediately began CPR directing the husband to help by providing life saving breaths to her. Paramedics arrived and did an excellent job and the victim was transported to the hospital. The victim is in recovery.

Officer Gaskins thanked the Chief and City for granting to him this award. He indicated he did nothing more than any officers would have done. He is glad he could be there to make a difference.

2. Proclamation Presentation to Pleasant Valley 4-H Club

Mrs. Christian Welch, Leader of PV 4-H Club along with Ms. Anthony

Next week is our Fresno County 4-H Week, September 8th through 15th. We will have a display at the Chamber of Commerce office. 4-H is an informal educational program allowing youth to learn by doing. 4-H is a community of young people across America who are learning leadership, citizenship and life skills. Our 4-H Club has many different projects; animal, sewing, arts and crafts and cake decorating projects. Nine members are getting ready to exhibit their animals, sewing and arts and crafts projects at the Fresno County Fair.

Mayor Lander congratulated the 4-H Club and read the Proclamation honoring them.. He said the young people he has know to be members of 4-H have gone on to become outstanding young people and good citizens of the community.

3. CITIZEN COMMENTS

Mayor Lander asked if anyone present is going to make a comment regarding Forest Street. If not, he would like to read the following statement. "Due to an oversight, the public hearing scheduled for tonight as it relates to an abandonment of the specific remnant partial located on Forest Street has been rescheduled for our next regular Council Meeting on October 3, 2013 at 7:00 PM. We are sorry for any inconvenience that this may have caused."

Mr. Glenn Mitchell said he understands that later in the evening, the Council is going to receive a presentation about a downtown arch sign. He thinks it is a fine piece of sculpture. There are some things he thinks would be germane to the discussion and he would appreciate that you keep it in mind as you are taking a look at this. He does not know if these questions are going to be answered in the presentation:

- Is this arch going to be used for hanging classic banners? There should be hardware fixed to the arch in order to accommodate the banners and you should be mindful of the fact that when the winds do blow you can get a lot of wind-loading on that structure.
- He would like to know if the plans include wiring the arch for power? It would be a wonderful opportunity for seasonal lights.
- Thirdly, he wonders whether the project will be fitted with a public address system on which light music could be constantly or seasonally played? He thinks it would add to the ambience of downtown.
- He wonders what the overall visual impact of the downtown arch would be with the clock in the background? He believes you could take the image of the arch and photoshop it over a photograph of the downtown plaza looking in the direction of the town clock.
- He is wondering if the bottom part of the derrick should be fitted all the way around on each derrick with small two or three inch rods which would detour enthusiastic climbers of the derrick and not be visually detracted?

Ms. Roberta Jorgens, Senior Citizen, asked if anything is being done to provide a fulltime veterinarian service to Coalinga. The Tulare Veterinarian Hospital is coming over twice per week. They are only here for a couple of hours. Her cat became sick on a Thursday evening and by Sunday he had pass away. There was no one to go to and no one to call.

Mayor Lander said we have not discussed that but can address it. Whether it would happen we don't know.

Ms. Jorgens asked Mercedes what is being done about the relief driver for the bus.

Ms. Mercedes Garcia stated that is up to Fresno County EOC for a relief driver. We have not had anyone apply for the position of the relief driver.

Ms. Jorgens asked if she has considered recruiting within the City of Coalinga to cross-train?

HR Director Marissa Chavez indicated that Mercedes' department has our two fulltime drivers and the one relief. There is no one to be cross-trained because they are already transit drivers. We have had recruitment going for a relief driver for the past year and we don't have a lot of interest. We have looked at training someone interested if they don't currently have all the training they need. There is no one on City staff that we can train to be a relief driver.

Ms. Jorgens asked if the City is checking into that possibility.

Ms. Chavez replied to the negative. It is up to the City Manager.

City Manager Ramirez said this is funded by the Fresno County Rural Transit Authority so we would work with them in terms of whether they are going to fund any other positions. It is up to them as to whether they would fund it. Mercedes is always trying to find other drivers.

Ms. Jorgens asked if the City has looked into KART (King's County Rural Transit). It is another area of rapid transit. They do come to Avenal.

City Manager Ramirez said they have had no conversation with KART. It would rather be a conversation we would have with the Fresno County Rural Transit Authority. They oversee the program; we are just trying to administer it locally to provide the service.

Ms. Jorgens said she would like to see something done. (Cannot under words)

City Manager Ramirez said he does not have an answer for that.

Administrative Analyst Garcia said some of these questions were brought to Fresno County Rural Transit when we had the Unmet Needs meeting. The other part of that is Kings County Transit does not have additional funding to run an additional route to Hanford.

Mayor Lander thanked those participating in citizens comments.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

Council Member Keough pulled Item 13 for explanation.

Fire Chief Henry and City Manager Ramirez offered further explanation regarding the Tax Transition and Communications Agreement.

*Motion to Approve Consent Calendar Items; 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13, 14, 15, 16, 17, 18 and 19 Made by Council Member Keough, Seconded by Council Member Ramsey. Motion **Approved** by a Roll-call (5/0) Vote: Keough, Ramsey, Garcia, Oxborrow, Lander*

1. Check Register (07/01/13 - 07/31/13)
2. FY 13/14 Continuing Budget Resolution No. PFA 13-02
3. FY 13/14 Continuing Budget Resolution No. 3618
4. FY 13/14 Continuing Budget Resolution No. SA -310
5. Adoption of Resolution No. 3616 Approving an Owner Participation Loan Agreement for the Deferral of Impact Fees and the use of Housing Bond Proceeds to the Warthan Place Apartments Multi-Family Housing Development for the Sum Total of \$2,464,737.00.
6. Minutes - June 13, 2013 (Special Meeting).
7. Minutes - June 26, 2013 (Special Meeting).
8. Minutes - July 11, 2013 (Special Meeting).

9. Minutes - July 11, 2013 (Special Meeting).
10. Minutes - July 18, 2013 (Special Meeting).
11. Minutes - August 1, 2013
12. Minutes - August 15, 2013
13. Tax Transition and Communications Agreement Proposal by Fresno County Fire Protection District
14. Notice to Successor Agency of the Housing Successor Agency's Intent to Use \$10,000 of Housing Bond Proceeds for Existing Housing Assistance Activities
15. Notice of Completion for El Rancho Blvd Left Turn Pocket (Project No. 12-004)
16. Notice of Completion and Approval of Change Orders #1-5 for the Elm Ave Beautification Project (Phase 2A)
17. Amendment to the Memorandum of Understanding between the City of Coalinga and the Coalinga Police Officers' Association
18. Consideration of Resolution No. 3617 Confirming Support for PG&E's Application to the California Public Utility Commission for an Enhanced Economic Development Rate
19. Coalinga Water Usage Chart Through July 2013

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. City Council Authorization Directing the City Manager to Prepare and Execute a Contract for Services with Arrow Sign Company in the Amount of \$143,016 for the Design, Manufacturing and Installation of the Plaza Entrance Archway Sign and Wayfinding (Kiosk) Signage.

Sean Brewer, Assistant Community Development Director

City Manager Rene Ramirez indicated they have some pictures of proposed archway sign they wish to share with the Council and community. It is an exciting project which should only augment the Plaza improvements that are starting up next week.

Community Development Director Assistant Sean Brewer gave a PowerPoint presentation highlighting the design of the Plaza Entrance Sign and Way-finding (kiosk) sign.

I. RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to prepare and execute a contract for services with Arrow Sign Company in the amount of \$143,016 for the design, manufacturing and installation of the Plaza Entrance Sign and Way-finding (kiosk) signage.

II. BACKGROUND:

On June 25, 2013 staff solicited proposals from qualified contractors/firms to prepare and submit a proposal for designing, providing fabrication and installing a plaza archway sign, kiosk and associated accoutrements on the westside of 5th Street near Elm Avenue in Coalinga. The required components of the bid included design of the entrance sign based on an existing example provided for Council, and a kiosk which represents an oil derrick that will serve as a business information tool and legacy information center for AERA Energy, a contributing sponsor for the way-finding (kiosk) sign. The signage and kiosk shall have

lighting features and maintain an oil industry theme as part of the design. Electrical points of connection will be provided by the City.

The estimated schedule of completion will coincide with the Plaza Project and the plan is to have it in place at the tail end of the Plaza Project. Construction will start in September and continue through late November and have completion by mid-December. The Plaza Project is expected to be done on December 5th. Staff is estimating to have this installed the week following. We have a very tight schedule for the Plaza.

Couple of questions asked by Mr. Mitchell.

There will be hardware installed for banners. The people putting up the banners should have eyelets cut into the banner to allow the wind to flow through.

City Manager Ramirez said in reference to the banners, the contractor said there is enough clearance for a truck to drive under. In your packet there are some renderings of the sign. You are looking at about 14'8" from the crown of the road to the bottom of the banner.

Mr. Brewer said in terms of power; there will be power stubbed out to the sign to light the sign. In terms of additional seasonal lights; we don't expect to have additional lighting wrapped around the sign. We do have outlets throughout the Plaza because that was one thing communicated at one of our Committee meetings.

As to music, there is some extra conduit for music.

As to the overall visual impact, based on the distance between Elm and Cedar, he doesn't see there being any impact.

Council Member Keough had mentioned something during one of our workshops as to the beacon light having an impact on the visionability in coming in to the Plaza heading west. We actually had our engineers look at some of those images and they are going to be low enough and the beacon high enough that there should be no visual impact there.

On the bottom of the derrick, the actual columns are 7 feet; we made sure that the columns were high enough that it should deter anyone wanting to climb on the derrick. Hopefully, they are going to be visible enough that we won't have anyone wishing to do that.

The structure is all tube rolled steel. The rock facade is going to be the same as what is going on all of the seat walls in the Plaza. The blue portion is perforated metal. It will have a color to it and you will see the light coming through and air/wind can flow through it.

The spotlight on the left is actually going to shine in the derrick. The pedestrian light will be along the bottom of the column.

The kiosk will go near Frame Park. AERO Energy is going to be a funding source for this kiosk and two of the panels will be attributed to AERO and their legacy. The other will be a directory for the Plaza. The other side will be a corkboard type panel where the nonprofits can post their events, etc.

The lighting for the Coalinga Plaza wording and the pumper jack are LED backlit.

The kiosk will have lighting for visual and to avoid any vandalism. All materials will be made to guard against any graffiti.

Mayor Lander thanked Mr. Brewer and staff for a great, great job done and all the effort put forth to refurbish our Coalinga Plaza.

We actualaly had a protest on this bid but it did not slow us down. You will see a "Road Closed" sign on Monday.

The businesses have all been contacted by the contractor if not once but two or three times. We had a pre-construction meeting on the Plaza at 7:30 AM yesterday. We invited the businesses to come and a few showed and ask questions. The contractor is very understanding of the businesses and their situation.

We are starting on the 9th. We want to give as much access to the businesses as we can during this construction period. They are to sawcut and leave 6 feet of sidewalk. The only time they will not have frontal access to their building will probalby be a three week period of time.

City Manager Ramirez said we have a construction manager onsite. We pay good money for this service. As long as that contractor is working, Mendoza & Associates will have someone onsite everyday. Their job is to interface with our community and business folks downtown. The contractor seems to want to make an effort to reach out to our business community. The Plaza will be closed for about three months. Hopefully, the weather holds out because they could finish sooner.

Mayor Lander said when construction was done in front of his business it was challenging but the contractor did a good job keeping us informed of the progress, etc.

Motion to Approve and Authorize the City Manager to Prepare and Execute a Contract with Arrow Sign Company in the Amount of \$143,016 for the Design, Manufacturing and Installation of the Coalinga Plaza Entrance Sign and for the Way Finding Kiosk Sign. Motion Made by Council Member Garcia, Seconded by Mayor Pro-tem Oxborrow. Motion **Approved** by a Roll-call (5/0) Vote. Garcia, Oxborrow, Keough, Ramsey, Lander

2. Monthly Report Police Department - Chief of Police Cal Minor

Police Chief Cal Minor:

Personal - vacant sergeant position and vacant officer position. Pending upgrade for additional sergeant vacant (dependent on budget resolution) vacant dispatcher position and a vacant part-time ACO. Two officers are on light duty. This impacts our patrol operations and our investigations. Patrol is still our priority. Some of our investigations are being delayed. Officers are having to work patrol shifts.

Stats:

Residential burglaries are down 50 %

Commercial burglaries are up 70% (We have been charging those with intent as burglary.)

Vehicles plunged to none.

Vehicles thefts

Petty thefts are down.

Grand thefts are down..

100% increase in arson - one for this month. (Between Fire Department and PD we have had zero arson fires for the last two reporting periods.)

Animal Patrol: Picked up 66 animals this period; 30 dogs, 20 cats, 16 skunks.

The skunks are fighting back and trying to overwhelm us. We will get ahead of them.

64 shopping carts were picked up. We will continue because, we all agreed, they are a visual blight on the community.

Case highlights:

Theft at local Mini-mart credited to one of our continual problems in our City. Officers viewed the video and confirmed and arrested person for commercial burglary. He was found in a local park. Officers did a

great job. Since the first of this year, we have arrested this person 8 times and cited him 4 times for scavenging. They do work through the court system, we do get a conviction and we do receive some relief from them. It just takes time.

We had a unique incident where we worked in conjunction with the Sheriff's Department on a stolen vehicle. There was a chase and the person got away from the Sheriff's Deputy. Later that morning several of our citizens discovered a teenager wandering around in the oilfields. We had some pending charges on him and so did the Sheriff's Department. Alert citizens didn't believe his story and talked him into their vehicle taking him to the Police Department. We assisted him and it worked out great.

One of our local businesses had a person go in and steal some items; he was arrested for burglary. It is the 15th time he has been arrested this year. He is the one arrested last year 37 times. He was bragging to the deputy at the County jail that he has 45 cases pending. Of those 45 cases, 38 of them are ours. At some point he is going to be held accountable.

Investigations:

We only did one investigation search warrant during this period. Our investigation sergeant was on vacation in Europe for the World Police Games. He was actually in Ireland and represented the City well by winning two metals. We have International representation from our Police Department. He does this all at his own expense. We are proud of him.

The officers that work for him have been assigned to patrol and that takes away from the investigations side of it. They are just delayed.

Officers are working very hard out there and our City is safer due to their efforts..

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3. Monthly Report Fire Department - Fire Chief Steve Henry

Chief Steve Henry:

We have had some changes in our department. A couple of paramedics left; one for Oakland Fire and the other for San Jose Fire. Just recently we lost firefighter/paramedic Dan Young to a position in the Long Beach Fire Department. We are down to eighteen members. Yesterday Firefighter Steven Benitos came into my office and closed the door. He has been offered a position in the San Diego Fire Department. He has family down there and previously lived there. He is expecting a child and it is important to be closer to family.

This leaves us in a lurch. We are working with HR Director Marissa Chavez to do a recruitment for firefighter/paramedics. We should be doing interviews this month. His concern is we have a small pool of candidates to pick from. We are looking for a level of candidate to perform our level of service. He is very concerned about finding the right person for the job.

With that, we have a position for a firefighter/EMT so we have opened a recruitment, as of today, for that

person internally; this is being offered to our reserves. There are ten reserves for the position and he is confident, considering the quality of our reserves, to find the right person.

He has been saying for a year now that from Ground Emergency Transport we are going to receive monies. This past Thursday, we began the process of making a claim. With the assistance of Mari Jimenez in the Finance Department, Dwayne Gabriel and our office assistant we are going to start the process which is due by the end of November. This is for reimbursement from Medical all the way back to January of 2010. We should see that large amount of money coming to us. It may come in increments but it is coming.

He was in Chicago for a Fire Chief's Conference. His flight back there was partly for the Institute he is attending. We met with a lot of chiefs and he had the opportunity to talk with a chief from a Los Angeles city. Part of this network was allowing him to look at customer service. He got a good look at what we do here in Coalinga in comparison to what the large cities do; we are way ahead of the large cities in what we do. The L. A. city chief was asking me question rather than me asking him questions. He even did a follow-up phone call to continue our discussion.

The leadership and quality of folks who attend those conferences is beyond reproach. He brought back leadership management ideas.

The number one cause of death of a firefighter you would think would be a building collapse or from wildfires. The truth is, it is Cancer. Some of the liability the city assumes is because of carcinogenics in some of these building structures. It is the offgassing of the furniture, etc. We respond to these fires wearing our badge of honor. This type of mentality has exposed us to carcinogenics over and over again. We are going to institute a personal protective equipment inspection to be done monthly. We are starting a policy to clean those turnouts so they last longer and they also don't spread that carcinogenics around to folks unrelated to the fire. The other is that we need to begin looking at Capital Improvements as a secondary (cannot understand wording). When we have these contaminants on our turnouts we need to take them off and put them in an extractor and give the firefighter other clothing to wear until those get cleaned. It takes a day or so to get those clean. We can do that in house; he just needs to go after some grant money to make this happen. We want to identify these types of hazards and target our grant monies and capital improvement funding toward that goal.

Lastly, we had a lot of discussion on grant opportunities. There are a lot more out there and he is going to be a lot busier chasing those grants.

Did you see in the news that the State of California is burning. Lately we have sent patrols out to the incidents in the Sequoia and Sanislaus National Forests for a total of fourteen days. We sent an engine assigned to the rim fire at Yosemite for nine days. We should have an increase in reimbursements to us. This is a significant year for fires.

Calls for service:

- 203- 84% were EMS calls
- 4% were fires with a whopping (cannot understand words).
- 1% service calls
- 1% hazardous condition calls
- 9% good intent calls
- 1% false alarms.

We have proactively addressed the issues of false alarms and it seems to be working.

Total training hours are very impressive at 694 hours. We attended the Airport Crash Fire Resue Training and we had eleven members attend and become qualified.

For the Hazmat First Responders Operation we had nineteen of our members go through this training and they met that requirement with the State. We are now compliant in our Hazardous Materials portion of our training. That training was funded through the cooperative efforts of not only the City Fire Department but the International Association of Firefighters and our local Firefighters Organization.

We only had 203 EMS calls for this month; August is usually our busiest month. This did affect our revenue for our ambulance.

He will answer any question you might have.

7. ANNOUNCEMENTS

Mayor Lander announced next meeting to be October 3rd.

City Manager Ramirez gave an update on the following:

Claremont Custody Center (Originally Item 6.4)

There has been a lot of activity up in Sacramento in regard to inmates. What is the Governor going to do with the 10K inmates? We have been at the ACCAP's meetings and there has been a lot of effort by the folks at ACCAP to lobby and remind the Governor and the Department of Corrections and Rehabilitation that there are four CCFs that are vacant.

He thinks they have gotten their attention because part of what they have been discussing is if they have to place inmates somewhere, they are considering the four CCFs.

He just wanted to keep you updated on these possibilities.

Council Member Garcia shared a letter of support from the Sheriff's Department. Council Members have a copy of the letter. Council Member Garcia has suggested that the City may also want to send a letter of support indicating we like the way things are being discussed in Sacramento. The Governor has his position and Mr. Steinberg has his position. It sounds like this could be positive for the community.

The Council can talk about it and/or give him some direction on this subject.

Council Member Ramsey indicated he thinks the Council/City should be proactive in reference to this issue and send a letter of support of the CCFs. We need to let the State Department know we are ready and willing to work on this at any time.

ACCAPs is telling them that we are ready to go. Supervisor Perera went to a meeting today for State supervisors. They also supported the Governor on his proposal.

The way we hear it, if the Governor's proposal is accepted, the City of Shafter and Taft would be the first to receive inmates. Coalinga and Delano would be considered after the first of next year. They have not, personally, talked to them.

We need to let the State know that we are ready to go. However, we still have to do the modifications to the CCF. It has to accommodate Level 3 inmates. There is a \$2M cost to modify the facility. It is going to cost Delano \$4M. With the \$3.15B budget that they have, there may be monies available to cover these costs.

Our lobbyist has been sending information. He sends part of what he gets to Mayor Lander and City Manager Ramirez is on the mailing list. Everybody appears to be for the issue, even Steinberg on the other side seems to be on board..

Mayor Pro-tem Oxborrow asked who is going to make these decisions.

Council Member Ramsey said when the modified came up ,we did not put in a proposal. The Cities of Shafter and Taft actually submitted their proposals detailing how they were going to put up the additional fencing, etc. When they did this, we were standing in the background.

City Manager Ramirez said another part to this could be that the Cities of Shafter and Taft are still paying debt service. Our facility and Delano's facility are paid for. They have a few more years of debt service in excess of \$1M.

Mayor Pro-tem Oxborrow said his understanding is that Delano is in need of repair much more than Coalinga.

Council Member Ramsey said ACCAP is pushing for long term contracts i.e., ten to twenty years. He thinks Coalinga would be interested in a fifteen or twenty year contract.

Mayor Lander said on Tuesday he spoke to Suzanne Fox and she is setting up a meeting for Mr. Ramirez and he with the Secretary for a one-on-one to voice our concern and get more detail as to what would happen if this situation would be approved. She said to not pay too much attention to what you read in the newspaper. Today, we read that they are at an impasse.

He related that Coalinga is willing to do whatever is needed. We will come up there if needed, just let us know. He is going to see Huff while he is up there and Connie Conway as well as the Secretary.

Council Member Ramsey said that they have contacted all of the assembly members and State senators who represent our area; they are in support, too.

Mayor Lander said he agrees with Council Member Garcia that we should write a letter to the appropriate individuals letting them know we solicit their support to the CCF.

Council Member Garcia agrees and a trip up there may be even better.

Council was in consensus of the City Manager creating a letter to be sent.

Council Member Ramsey said they are going to have an adhoc meeting and you are supposed to be invited to that meeting. Some members of ACCAP are going to go and do some talking; you will probably be invited to that session, too.

City Manager Ramirez said while this is going on in Sacramento, the Chief, Marissa and he had another conversation with another company that provides substance abuse programs. We just want to insure if Plan A does not materialize, we have a Plan B in place. They want to get their homework done so they can come back to Council and say that we think this is a good alternative Plan B. Hopefully, Sacramento will inform us that they want Claremont and inmates are on the way.

Mayor Lander said he wants to make it clear that Claremont is not reopening immediately. We don't know what the State is going to do and we are open and looking at all option. Let's not spread it around the community that Claremont is opening next week. etc.

City Manager Ramirez:

He wants to apologize to the Treasurer, she is not here tonight. Part of her role is to provide a monthly report to the Council on our expenditures and give us an idea on the fund balance, etc. - we have been having a hard time getting information to her.

Right now, we are trying to get the books closed for the month of July so she can prepare that report. She

has been very kind in asking for information. Part of the problem is we are understaffed. They have a lot of responsibility; they still have to provide the same reports, have payroll to process and we still deal with the Department of Finance on the Successor Agency on a regular basis. His understating in talking to some of the City Managers in Fresno County yesterday, we can expect an audit from the Controller's Office anytime. There are lots of things on the shoulders of those in our finance office.

Unfortunately, we have not found the process to provide the information to the treasurer. We want to make it easy on the staff and easy for our treasurer to do her job. We will get better at this and we apologize to her for delaying her process.

The next meeting is October 3 at 7:00. There will be a Joint Meeting with the Planning Commission at 6:00 to talk about the Zoning Code.

There is activity at the new Palmer Tank site. Things are happening.

Mid Valley wants to have the fall clean-up on Saturday, November 9th. More information is to come through the newspaper, etc.

The Council had asked about clearing up the creeks. - Mid Valley has volunteered to provide support with some roll-off containers in a couple of places. One will probably be near Phelps Avenue and another could be near the Olsen Park area.

He and Mercedes have talked about contacting people who may want to volunteer to assist. He thinks the high school seniors have to do community service hours. We will talk to WHCC and, of course, there may be those in the community who want to volunteer. We will get the information out so you will know how to cleanup the creek.

Something we need to keep in mind, as dry as those creeks are, his experience here in Coalinga (ten plus years ago) is that those creeks are consider a navigable waterway for U.S. You cannot go in there and start pulling out stumps, you cannot move logs or pull out trees or rocks. You can't touch the dirt in the creek without a permit from the Army Corp of Engineers.

Fresno County Film Commission's Office said a scout with a Japanese film company may want to film at the CCF - they are pushing hard for Westside film projects. Also, the Hunts Company was just over at the Harris Ranch Motel area this past week. They have been filming out at Five Points to make some kind of commercial for their products.

With the Downtown Reconstruction Project the Archway sign should attract those driving through our City.

8. FUTURE AGENDA ITEMS

Council Member Keough:

Sports Complex - he is asking for scenarios on park; who is taking over and can it be done?

Community is getting upset. He wants scenarios on what can be done.

This Council has never dealt with meetings on the internet. Can meeting be placed on internet? Majority of people in town do not have access to Channel 4.

Coaching around here. - Same people volunteering and they get burned out. Council can discuss certificate to recognize coaches for their dedication to our youth. Award them so they feel appreciated.

Oxborrow

Two weeks ago - trees noticed that are really bad on 3rd and Forest Street.

Mr. Brewer said letters were sent to property owners.

9. CLOSED SESSION

1. Conference with Labor Negotiator Government Code 54957.6. CITY NEGOTIATORS: Rene A. Ramirez, City Manager; Marissa Chavez, Human Resources Director; Laurie Avedisian, City Attorney. EMPLOYEE (ORGANIZATION): General Employees; Non-Represented Employees; International Association of Fire Fighter's

10. ADJOURNMENT

Mayor Lander adjourned the meeting at 8:16 PM, PST.

1. Item

Ron Lander, Mayor

City Clerk/Deputy Clerk

Date



Coalinga Police Department
Location: 270 N. Sixth Street
Mail: 155 W. Durian Street
Coalinga, CA 93210

Phone (559) 935-2313
FAX (559) 935-1756
email: police@coalinga.com
www.coalinga.com

COMMENDATION FOR LIFESAVING ACTION

OFFICER JUSTIN GASKINS

On August 22, 2013, at 1337 hours, our department received a call from 444 Washington Street in Coalinga on a report of a drowning victim that was unconscious and not breathing. You arrived two minutes later at 1339 hours to find both the husband and wife near their raised pool in the backyard. He was kneeling beside his wife trying to get her to wake up. You took control of the scene, checked her for a pulse and found none, at that time you immediately started Cardio Pulmonary Resuscitation (CPR). You continued CPR and was even able to instruct the victim's husband to give his wife two breaths until a pulse was restored. You were assisted and eventually relieved by arriving Fire Department Personnel.

Your quick actions at arriving on scene, controlling a very emotional situation coupled with your training in the use of CPR played a major role in this Coalinga resident recovering from this incident.

Your life saving actions on that day is to be commended by the Coalinga Police Department, the City of Coalinga, and is presented to you by the Chief of Police.

Cal Minor
Chief of Police

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

Subject: Commendation for Lifesaving Action Officer Justin Gaskins
Meeting Date: September 5, 2013
From: Cal Minor, Chief of Police
Prepared by: Darren Blevins, Lieutenant

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
	Commendation.pdf	Commendation for Lifesaving Action

[TO BE PLACED ON CITY OF COALINGA LETTERHEAD]

September __, 2013

Successor Agency to the Redevelopment
Agency of the City of Coalinga
155 West Durian
Coalinga, CA 93210

To Whom It May Concern:

The City Council of the City of Coalinga, acting as the Successor Housing Agency to the former Redevelopment Agency of the City of Coalinga, at a duly convened meeting on August 15, 2013, approved the use of \$1.5 million in RDA Housing Bond Proceeds for the Warthan Place Apartments project. This action is further memorialized in Resolution No. 3616 approved by the City Council on September 5, 2013. The use of these bond proceeds must be included on ROPS 13-14B. Please recognize this letter as the notice required by Health & Safety Code section 34176(g)(1)(B).

Sincerely,

Rene Ramirez
Executive Director

OWNER PARTICIPATION AND LOAN AGREEMENT

by and between

THE CITY OF COALINGA

and

WARTHAN PLACE APARTMENT INVESTORS, L.P., A CALIFORNIA LIMITED PARTNERSHIP

(Warthan Place Apartments)

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Exhibit A: Legal Description of the Property

OWNER PARTICIPATION AND LOAN AGREEMENT
(Warthan Place Apartment Investors)

This Owner Participation and Loan Agreement (the "Agreement") is entered into as of _____, 20____ (effective date), by and between the City of Coalinga (the "Agency") and Warthan Place Apartment Investors, L.P., a California Limited Partnership (the "Borrower") with reference to the following facts:

RECITALS

A. The Agency is the "Housing Successor Agency " to the former Coalinga Redevelopment Agency pursuant to the provisions of AB1X26 and AB 1484 and is empowered to allocate available Housing Bond proceeds to qualified affordable housing projects pursuant to the provisions of Health and Safety Code § 31176(g);

B. The Borrower owns or will own that certain real property located inside the City of Coalinga and more particularly described in the attached Exhibit A (the "Property"). The Borrower intends to construct eighty (80) units of affordable family housing and one (1) manager's unit (the "Project").

C. The Agency desires to provide financial assistance to Borrower for development of the Project in the amount of Two Million Four Hundred Sixty Four Thousand Seven Hundred Thirty Seven Dollars (\$2,464,737) (the "Loan"), as defined herein. The Loan consists of a non cash portion of Nine Hundred Sixty Four Thousand Seven Hundred thirty-Seven Dollars (\$964,737), deferring impact fees charged by the City for the Development and a cash portion consisting of One Million Five Hundred Thousand Dollars (\$1,500,000) of Housing Bond Proceeds.

D. Through this Agreement and accompanying documents the Agency is imposing occupancy and affordability restrictions on the Development in order to meet replacement housing requirements applicable to the Redevelopment Area pursuant to Health and Safety Code Section 33413(a) and low and moderate income housing production requirements pursuant to Health and Safety Code Section 33413(b)(2)(B).

E. The California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA"), imposes no conditions on the Agency's consideration and approval of this agreement, because the project is exempt from CEQA requirements pursuant to Public Resources Code Section 15332.

NOW, THEREFORE, the Agency and the Borrower (collectively the "Parties") agree as follows:

ARTICLE 1
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

(a) "Agency" is the "Housing Successor Agency " to the former Coalinga Redevelopment Agency pursuant to the provisions of AB1X26 and AB 1484 and is empowered to allocate available Housing Bond proceeds to qualified affordable housing projects pursuant to the provisions of Health and Safety Code § 31176(g);

- (b) "Agreement" shall mean this Owner Participation and Loan Agreement.
- (c) "Approved Development Budget" shall mean the proforma development budget, including sources and uses of funds, as approved by the Agency, and attached hereto and incorporated herein as Exhibit B, but which may be amended with the approval of the Agency as set forth in this Agreement.
- (d) "Approved Financing" shall mean all of the following funds acquired by the Borrower and approved by the Agency for the purpose of financing the Development, in addition to the Loan:
- (i)
- (e) "Borrower" shall mean Warthan Place Apartment Investors, L.P., a California limited partnership, and its permitted successors and assigns hereunder. Community Revitalization and Development Corporation, a California nonprofit corporation is the managing general partner of the Borrower. Cyrus Youssefi, individually and Egis Group, Inc., a California S Corporation are the other general partners of the Borrower.
- (f) "City" shall mean the City of Coalinga, a municipal corporation.
- (g) "Deed of Trust" shall mean the deed of trust that will encumber the Development to secure repayment of the Loan. The form of the Deed of Trust shall be provided by the Agency.
- (h) "Default" shall have the meaning set forth in Section 7.1 below.
- (i) "Development" shall mean the Property and the Improvements.
- (j) "Guarantor" shall mean Cyrus Youssefi, an individual and Egis Group Inc., a California Corporation, whose President is John Cicerone.
- (k) "Guaranty" shall mean the performance guaranty from the Guarantor to the Agency in a form provided by the Agency.
- (l) "Hazardous Materials" shall have the meaning set forth in Section 4.6 below.
- (m) "Hazardous Materials Claim" shall have the meaning set forth in Section 4.6 below.
- (n) "Hazardous Materials Law" shall have the meaning set forth in Section 4.6 below.
- (o) "Improvements" shall mean the Eighty -One (81) units to be constructed under this Agreement, including appurtenant landscaping and improvements.
- (p) "Loan" shall mean the loan from the Agency to Borrower in the total principal amount of Two Million Four Hundred Sixty Four Thousand Seven Hundred Thirty Seven Dollars (\$2,464,737) consisting of a non cash portion of Nine Hundred Sixty Four Thousand Seven Hundred Thirty-Seven Dollars (\$964,737), deferring impact fees charged by the City for the Development, as set forth in Exhibit C (the "Impact Fee Portion") and a

cash portion consisting of One Million Five Hundred Thousand Dollars (\$1,500,000) of Housing Bond Proceeds (the "Construction Portion").

(q) "Loan Documents" shall mean this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust. The "Loan Documents" also means such amendments as may be needed. "Note" shall mean the promissory note that will evidence Borrower's obligation to repay the Loan. The form of the Note shall be provided by the Agency.

(r) "Parties" shall mean the Agency and Borrower.

(s) "Property" shall mean the real property located in the City of Coalinga, County of Fresno, California, more particularly described in the attached Exhibit A.

(t) "Regulatory Agreement" shall mean the Regulatory Agreement and Declaration of Restrictive Covenants between the Agency and the Borrower associated with the Loan.

(u) "Term" shall mean the term of the Loan and of the Regulatory Agreement, which is fifty-five (55) years from the date of the certificate of occupancy for the Development.

(v) "Transfer" shall have the meaning set forth in Section 5.1 below.

(w) "Unit" means one of the Eighty One (81) units of housing to be constructed on the Property.

Section 1.2 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A:	Legal Description of the Property
Exhibit B:	Approved Development Budget
Exhibit C:	Impact Fees

ARTICLE 2 LOAN PROVISIONS

Section 2.1 Loan. The Agency shall loan to the Borrower the Loan in the principal amount of Two Million Four Hundred Sixty Four Thousand Seven Hundred Thirty Seven Dollars (\$2,464,737) consisting of non cash deferral of impact fees in the amount of Nine Hundred Sixty Four Thousand Seven Hundred thirty-Seven Dollars (\$964,737) and a cash portion consisting of One Million Five Hundred Thousand Dollars (\$1,500,000) of Housing Bond Proceeds for the purposes set forth in Section 2.3 of this Agreement. The obligation to repay the Loan shall be evidenced by the Note in the form provided by the Agency.

Section 2.2 Interest.

(a) Subject to the provisions of Section 2.2(b) below, the outstanding principal balance of the Loan shall accrue interest at the annual rate of three percent (3%), per annum, commencing on the date of this Agreement and continuing until the Loan is fully repaid.

(b) In the event of a Default, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law.

Section 2.3 Use of Loan Funds.

(a) The Borrower shall use the Impact Fee Portion in the amount of Nine Hundred Sixty Four Thousand Seven Hundred thirty-Seven Dollars (\$964,737) to defer payment for City of Coalinga impact fees and the Borrower shall use the Construction Portion of One Million Five Hundred Thousand Dollars (\$1,500,000) in cash of Housing Bond Proceeds to pay for construction costs consistent with the Approved Development Budget.

(b) The Borrower shall not use the Loan funds for any other purpose without the prior written consent of the Agency.

Section 2.4 Security. Borrower shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and recording it as a lien against the Property junior and subordinate to the deeds of trust securing the construction and permanent financing consistent with the Approved Development Budget. Agency's executive director is authorized to approve and execute such subordination agreement as may be reasonably required by the construction and permanent lenders as specified in the Approved Development Budget. The subordination agreement(s) must be in a form acceptable to Agency Counsel and which is structured to minimize the risk that the Deed of Trust and/or Regulatory Agreement would be extinguished as a result of a foreclosure by a senior lender or other holder of the senior lien. The subordination agreement must provide the Agency with adequate rights to cure any defaults by Borrower, including (i) providing the Agency or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (ii) providing the Agency with a cure period of at least sixty (60) days to cure any default.

Section 2.5 Loan Disbursement. The Loan Disbursement shall consist of (i) the Impact Fee Portion will shall be a deferral of the City of Coalinga impact fees as set forth in Exhibit C with such deferral to occur simultaneously with the issuance of building permits for the project and (ii) the Construction Portion shall be disbursed in four or less disbursements in accordance with the following provisions of this section. The Agency shall not be obligated to make such deferral of impact fees or disbursement of the Loan or take any other action under the Loan Documents unless the following conditions precedent are satisfied prior to such disbursement:

(a) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under the Loan Documents.

(b) Borrower has executed and delivered to the Agency the Loan Documents and the Deed of Trust and the Regulatory Agreement have been executed and delivered to escrow to be recorded against the Property in the Office of the Recorder of the County of Fresno upon the close of the escrow.

(c) Borrower shall use the Impact Fee Portion from the Loan Disbursement to defer paying City of Coalinga impact fees and shall use the Construction

Portion to pay for development costs in accordance with the Approved Development Budget.

(d) Borrower has delivered to the Agency a copy of Borrower's organizational documents and an authorizing resolution authorizing Borrower's execution of the Loan Documents and the transactions contemplated by the Loan Documents.

(e) A title insurer reasonably acceptable to the Agency is unconditionally and irrevocably committed to issuing an ALTA Lender's Policy of insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the Agency, and containing such endorsements as the Agency may reasonably require.

(f) Borrower has obtained a commitment letter from a tax credit equity investor in form, substance, and amount consistent with the Approved Development Budget, and acceptable to and approved by the Agency.

(g) Borrower has obtained a letter from the California Tax Credit Authority awarding Borrower tax credits for the Development and delivered a copy of such to the Agency.

(h) The Agency has received copies of the Guaranty executed by Guarantor;

(i) The Agency has received a written draw request from the Borrower, including certification that the condition set forth in Section 2. 5(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Development Budget;

(j) When a disbursement is requested for the Construction Portion, the written request must be accompanied by (i) certification by Borrower's architect reasonably acceptable to Agency that the work for which disbursement is requested has been completed (although Agency reserves the right to inspect the Property and make an independent evaluation), and (ii) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to Agency. Borrower shall apply all disbursements for the purpose(s) requested.

Section 2.6 Repayment Schedule. The Loan shall be repaid as follows:

(a) The Loan shall have a Term that commences on the date of this Agreement and expires fifty-five (55) years after the date of the certificate of occupancy for the Development.

(b) Commencing on April 15 of the sixteenth year after the issuance of certificate of occupancy for the Development, and on April 15th of each year thereafter for the Term of the Loan, Borrower shall make repayments of the Loan equal to fifty percent (50%) of Residual Receipts (the "Agency's Share of Residual Receipts") as defined below. The Agency's Share of the Residual Receipts shall be credited first against accrued interest and then against outstanding principal and shall be accompanied by the Borrower's report of Residual Receipts (including an independent auditor's report regarding the auditor's review of Annual Operating Expenses). The Borrower shall provide the Agency with any documentation reasonably requested by the Agency to substantiate the Borrower's

determination of Residual Receipts. The remaining fifty percent (50%) of any Residual Receipts shall be available for distribution by the Borrower in accordance with its Partnership Agreement. Notwithstanding the foregoing, if, during the fifteen (15) years beginning with the issuance of certificate of occupancy for the Development, there are Residual Receipts, then the Residual Receipts shall be used first to pay to Borrower any portion of the developer fee (which fee shall in no event exceed Two Million Dollars (\$2,000,000) plus accrued interest as shown in the Approved Development Budget) that has not been previously paid to the Borrower; fifty percent (50%) of any remaining balance of the Residual Receipts shall be paid to the Agency and the fifty percent (50%) of any remaining Residual Receipts shall be available for distribution by the Borrower in accordance with its Partnership Agreement.

(c) All principal and accrued interest on the Loan shall be due in full on the earlier to occur of (i) the date of any Transfer not authorized by the Agency, (ii) the date of any Default, or (iii) fifty-five (55) years after the date of the certificate of occupancy for the Development.

(d) The Borrower shall have the right to prepay the Loan at any time without premium or penalty. However, this Agreement and the Regulatory Agreement shall remain in effect for the entire Term, regardless of any prepayment.

(e) The following definitions shall apply for purposes of this Section 2.7:

(i) "Annual Operating Expenses" with respect to a particular calendar year shall mean the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and assessments imposed on the Development; debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans associated with development of the Development and approved by the Agency, including but not limited to the Bond Financing; property management fees and reimbursements, not to exceed fees and reimbursements which are standard in the industry and pursuant to a management contract approved by the Agency; premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, and trash collection; maintenance and repair; any annual license or certificate of occupancy fees required for operation of the Development; security services; advertising and marketing; cash deposited into reserves for capital replacements of the Development in an amount not to exceed Two Hundred Fifty Dollars (\$250) per Unit or such other amount as may be required by investors or lenders; cash of approximately One Hundred Forty-Five Thousand Dollars (\$145,000) deposited into operating reserves at the time of completion and rent up and in accordance with the requirements of the California Tax Credit Allocation Committee or such other amount as may be required by investors or lenders; asset management fees paid to the tax credit investor; extraordinary operating costs specifically approved by the Agency; payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved by the Agency and not listed above. Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account.

(ii) "Gross Revenue," with respect to a particular calendar year, shall mean all revenue, income, receipts, and other consideration actually received from

operation and leasing of the Development. "Gross Revenue" shall include, but not be limited to: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development (or applied toward the cost of recovering such proceeds); and condemnation awards for a taking of part or all of the Development for a temporary period. "Gross Revenue" shall also include the fair market value of any goods or services provided in consideration for the leasing or other use of any portion of the Development. "Gross Revenue" shall not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

(iii) "Residual Receipts" in a particular calendar year shall mean the amount by which Gross Receipts (as defined above) exceeds Annual Operating Expenses (as defined above).

Section 2.7 Reports and Accounting of Residual Receipts.

(a) Audited Financial Statement. In connection with the annual payments as defined in Section 2. 8(b), within sixty (60) days of the end of the Borrower's fiscal year, the Borrower shall furnish to the Agency an audited statement duly certified by an independent firm of certified public accountants approved by the Agency, setting forth in reasonable detail the computation and amount of Residual Receipts during the preceding calendar year.

(b) Books and Records. The Borrower shall keep and maintain on the Property, or at its principal place of business, or elsewhere with the Agency's written consent, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts. Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement which provide for the calculation of Residual Receipts on a cash basis. All such books, records, and accounts shall be open to and available for inspection by the Agency, its auditors or other Agency authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Borrower may be required to furnish any governmental agency shall at all reasonable times be open for inspection by the Agency at the place that the books, records and accounts of the Borrower are kept. The Borrower shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) Audits. The receipt by the Agency of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the Agency of any loan repayment for any period shall not bind the Agency as to the correctness of such statement or such payment. Within three (3) years after the receipt of any such statement, the Agency or any designated agent or employee of the Agency at any time shall be entitled to audit the Residual Receipts and all books, records, and accounts pertaining thereto. Such audit shall be conducted during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an

audit, the Agency shall deliver a copy of the results of such audit to Borrower. If it shall be determined as a result of such audit that there has been a deficiency in a loan repayment to the Agency, then such deficiency shall become immediately due and payable with interest at the default rate set forth in this Agreement, determined as of and accruing from the date that said payment should have been made. In addition, if Borrower's auditor's statement for any Development Fiscal Year shall be found to have understated Residual Receipts by more than five percent (5%) and at least Five Thousand Dollars (\$5,000), and the Agency is entitled to any additional Loan repayment as a result of said understatement, then Borrower shall pay, in addition to the interest charges referenced hereinabove, all of the Agency's reasonable costs and expenses connected with any audit or review of Borrower's accounts and records.

(d) Maximization of Residual Receipts. Borrower agrees at all times during the term of the Loan to continue its operations of the Development and to use its skills and diligence to produce the maximum Residual Receipts, subject to the rent and occupancy requirements of the Regulatory Agreement.

Section 2.8 Non-Recourse. Except as provided below, neither the Borrower nor any partner of the Borrower shall have any direct or indirect personal liability for payment of the principal of, or interest on, the Loan or the performance of the covenants of the Borrower under the Deed of Trust. The sole recourse of the Agency with respect to the principal of, or interest on, the Note and defaults by Borrower in the performance of its covenants under the Deed of Trust shall be to the Property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Agency thereunder, or (b) be deemed in any way to impair the right of the Agency to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the Agency under Sections 3.8, 3.10, 4.6 and 8.4 of this Agreement or liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

Section 2.9 Expiration of Loan Approval: If Borrower fails to obtain a letter by December 31, 2014, from the California Tax Credit Authority awarding Borrower tax credits for the Development then the Agency's approval of the Loan contemplated herein shall terminate and be null and void.

Section 2.10 Reinstatement of Impact Fees: The Agency reinstates impact fees for the Development and agrees to submit forms illustrated as Exhibit C to the California Tax Credit Allocation Committee to substantiate the impact fees for the Development.

ARTICLE 3
CONSTRUCTION OF THE DEVELOPMENT

Section 3.1 Permits and Approvals. All permits and approvals necessary for the construction of the Improvements on the Property must be received no later than July 1, 2015 or the Agency, at its option, and with thirty (30) days' prior written notice to the Borrower and opportunity to cure, may declare Borrower in default hereunder. Agency shall use its best efforts to expedite such permits.

Section 3.2 Pool. Borrower agrees to build a pool and not a playground in the Development.

Section 3.3 [Intentionally Deleted]

Section 3.4 [Intentionally Deleted]

Section 3.5 Completion Guaranty: Prior to commencement of construction of the Development, the Borrower shall deliver to the Agency copies of the Guaranty executed by the Guarantor.

Section 3.6 Commencement of Construction. Borrower shall cause the commencement of construction of the Development no later than July 1, 2015.

Section 3.7 Completion of Construction. Borrower shall diligently prosecute construction of the Development to completion, and shall cause the completion of the construction of the Development no later than twenty four months after the start of construction. For purposes of this section 3.7, start of construction shall mean the permit date on the first building permit issued for the Improvements.

Section 3.8 Construction Pursuant to Laws.

(a) Borrower shall cause all work performed in connection with the Development to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including (without limitation and where applicable) the prevailing wage and other requirements of Sections 1770 et seq., of the California Labor Code and implementing rules and regulations, and (ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower shall be responsible to the Agency for the procurement and maintenance thereof, as may be required of Borrower and all entities engaged in work on the Development. The Borrower acknowledges and agrees that the Agency has made no representations to Borrower that the prevailing wage and other requirements of Labor Code Sections 1720 et seq., are not applicable to the construction of the Development and that the Borrower and not the City or Agency shall be responsible for determining whether or not the prevailing wage and other requirements of Labor Code Sections 1720 et seq., are applicable to the construction of the Development.

(b) The Borrower shall defend (with counsel reasonably acceptable to the Agency) the Agency against any claim for damages, compensation, fines, penalties or other

amounts arising out of the failure or alleged failure of any person or entity (including the Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., and implementing regulations of the Department of Industrial Relations or comply with the other applicable provisions of Labor Code Sections 1720 et seq., and implementing regulations of the Department of Industrial Relations in connection with the construction, pursuant to this Agreement, of the Development or any other work undertaken or in connection with the Property and shall indemnify and hold the Agency harmless against any damages, compensation, fines, penalties or other amounts resulting from the successful prosecution of such claim. This Section 3.8(c) shall survive the repayment of the Loan, the reconveyance of the Deed of Trust and the expiration of the Term and the Agreement Term.

Section 3.9 Income Certifications and Marketing Plan.

(a) Borrower must determine the income eligibility of each tenant household pursuant to Agency approved tenant certification procedures within sixty (60) days before the household's expected occupancy of one of the Development's units. Borrower shall certify each tenant household's income on an annual basis.

(b) The maximum household income of a household occupying the Development, and the total charges for rent, utilities, and related services to each household occupying the Development, shall be maintained as provided in the Regulatory Agreement.

(c) No later than sixty (60) days following Borrower's commencement of construction of the Development, Borrower shall submit to the Agency for approval its plan for marketing the Development to income-eligible households as required pursuant to the Regulatory Agreement, including information on affirmative marketing efforts and compliance with fair housing laws.

(d) Upon receipt of the Marketing Plan, the Agency shall promptly review the Marketing Plan and shall approve or disapprove it within thirty (30) days after submission. If the Marketing Plan is not approved, Borrower shall submit a revised Marketing Plan within thirty (30) days. If the Agency does not approve the revised Marketing Plan because Borrower fails to make specific revisions requested by the Agency, Borrower shall be in default hereunder.

Section 3.10 Relocation. If and to the extent that acquisition and construction of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation California Government Code Section 7260 et seq., and accompanying regulations) with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. The Borrower shall defend (with counsel reasonably acceptable to the Agency and City), the Agency and City against any claim for damages, compensation, fines, penalties, relocation payments or other amounts arising out of the failure or alleged failure of any person or entity (including the Borrower, City or Agency) to satisfy relocation obligations related to the acquisition and construction of the Development.

Section 3.11 Equal Opportunity. During the construction of the Development there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

Section 3.12 Progress Reports. Until such time as Borrower has received a certificate of occupancy from the City, Borrower shall provide the Agency with quarterly progress reports regarding the status of the construction of the Development, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.16 below.

Section 3.13 Construction Responsibilities.

(a) It shall be the responsibility of Borrower to coordinate and schedule the work to be performed so that commencement and completion of construction will take place in accordance with this Agreement.

(b) Borrower shall be solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the Agency with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the Agency, and should not be relied upon by Borrower or by any third parties as a warranty or representation by the Agency as to the quality of the design or construction of the Development.

Section 3.14 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the Agency or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the Agency a surety bond in sufficient form and amount, or provide the Agency with other assurance satisfactory to the Agency that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the Agency may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the Agency may require Borrower to immediately deposit with the Agency the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The Agency may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction on the Development for a continuous period of thirty (30) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property. Borrower authorizes the Agency, but without any obligation, to

record any notices of completion or cessation of labor, or any other notice that the Agency deems necessary or desirable to protect its interest in the Development and Property.

Section 3.15 Inspections. Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the Agency and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement.

Section 3.16 Approved Development Budget; Revisions to Budget. As of the date of this Agreement, the Agency has approved the Approved Development Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Development Budget to the Agency for approval within fifteen (15) days of the date Borrower receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Approved Development Budget. Written consent of the Agency Board shall be required to amend the Approved Development Budget when such amendment results in uses of funds exceeding sources of funds by more than five hundred thousand dollars (\$500,000). . The Agency Board shall utilize best efforts to agendaize this request for its next Board meeting to approve or disapprove requested amendments to the Development Budget within 30 (30) working days of receipt of a request for approval.

ARTICLE 4 LOAN REQUIREMENTS

Section 4.1 Applicability. The Borrower shall comply with this Article Four throughout the Term.

Section 4.2 Financial Accountings and Post-Completion Audits. No later than sixty (60) days following completion of construction of the Development, Borrower shall provide to Agency an initial estimated unaudited financial accounting of all sources and uses of funds for the Development. No later than one hundred fifty (150) days following completion of construction of the Development, Borrower shall submit an audited financial report showing the sources and uses of all funds utilized for the Development.

Section 4.3 Information. Borrower shall provide any information reasonably requested by the Agency in connection with the Development.

Section 4.4 Records.

(a) Borrower shall maintain complete, accurate, and current records pertaining to the Development for a period of five (5) years after the creation of such records, and shall permit any duly authorized representative of the Agency to inspect and copy records. Such records shall include all invoices, receipts, and other documents related to expenditures from the Loan funds. Records must be kept accurate and current.

(b) The Agency shall notify Borrower of any records it deems insufficient. Borrower shall have twenty-one (21) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the Agency in such notice, or if a period longer than twenty-one (21) days is reasonably necessary to correct the deficiency, then Borrower shall begin to correct the deficiency within twenty-one (21) days and correct the deficiency as soon as reasonably possible.

Section 4.5 Audits. Borrower shall make available for examination at reasonable intervals and during normal business hours to Agency all books, accounts, reports, files, and other papers or property with respect to all matters covered by this Agreement, and shall permit Agency to audit, examine, and make excerpts or transcripts from such records. The Agency may make audits of any conditions relating to this Agreement.

Section 4.6 Hazardous Materials.

(a) Borrower shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Borrower shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the Agency in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The Agency shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower. Borrower shall indemnify and hold harmless the City and the Agency and their council-members, board-members, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by the Agency in connection with clauses (i) and (ii), including but not limited to reasonable attorneys' fees. This obligation to indemnify shall survive termination of this Agreement.

(d) Without the Agency's prior written consent, which shall not be unreasonably withheld, Borrower shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the Agency's reasonable judgment, impair the value of the Agency's security hereunder; provided, however, that the Agency's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the Agency's consent before taking such action, provided that in such event Borrower shall notify the Agency as soon as practicable of any action so taken. The Agency agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Borrower establishes to the reasonable satisfaction of the Agency that there is no reasonable alternative to such remedial action which would result in less impairment of the Agency's security hereunder; or (iv) the action has been agreed to by the Agency.

(e) Borrower hereby acknowledges and agrees that (i) this Section is intended as the Agency's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1), then, without otherwise limiting or in any way affecting the Agency's or the trustee's rights and remedies under the Deed of Trust, the Agency may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the borrower to judgment, and (b) judgment, and (c) any other rights and remedies permitted by law. For purposes of determining the Agency's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Borrower shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Agency in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the Agency upon its demand made at any time following the conclusion of such action.

Section 4.7 Maintenance and Damage.

(a) During the course of both construction and operation of the Development, Borrower shall maintain the Development and the Property in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Borrower has not cured such condition within thirty (30) days after receiving a Agency and/or City notice of such a condition, then in addition to any other rights or remedies available to the Agency and/or the City, the Agency and/or the City shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property.

(b) Subject to the requirements of senior lenders, and if economically feasible in the Agency's reasonable judgment, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the Agency with such changes as have been approved by the Agency. Such work or repair shall be commenced no later than the later of one hundred twenty (120) days after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and shall be complete within one (1) year thereafter (or such longer period for the commencement and completion as may be extended by the Agency in its reasonable discretion). Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then Borrower shall make up the deficiency.

Section 4.8 Fees and Taxes. Borrower shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development to the extent owned by Borrower, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by the Agency, Borrower deposits with the Agency any funds or other forms of assurance that the Agency in good faith from time to time determines appropriate to protect the Agency from the consequences of the contest being unsuccessful.

Section 4.9 Notice of Litigation. Borrower shall promptly notify the Agency in writing of any litigation materially affecting Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 4.10 Operation of Development as Affordable Housing. Upon the execution of this Agreement or the recordation of the Regulatory Agreement, whichever is later, the Borrower shall continuously operate and maintain the Development as family housing rented to occupants and at rent levels in conformity with the Regulatory Agreement.

Section 4.11 Nondiscrimination. The Borrower covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Borrower or any person claiming under or through the Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location,

number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant shall run with the land.

Section 4.12 Mandatory Language in all Subsequent Deeds, Leases and Contracts. All deeds, leases, or contracts entered into by the Borrower as to any portion of the Property shall contain the following language:

(a) In Deeds:

"Grantee herein covenants by and for itself, its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land."

(b) In Leases:

"The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns and all persons claiming under the lessee or through the lessee that his lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, disability, sex, sexual orientation, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) In Contracts:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

Section 4.13 Insurance Requirements. The Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(a) Worker's Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(b) Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(c) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable; provided, however, that if the Borrower does not own or lease vehicles for purposes of this Agreement, then no automobile insurance shall be required.

(d) Property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the Agency, naming the Agency as a Loss Payee, as its interests may appear. If the Property is in a flood zone, Borrower shall also obtain flood insurance.

(e) Blanket Fidelity Bond covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount not less than Three Hundred Thousand Dollars (\$300,000) naming the Agency as a Loss Payee, as its interests may appear.

The Borrower shall cause any general contractor or agent working on the Development under direct contract with the Borrower to maintain insurance of the types and in at least the minimum amounts described in subsections (a), (b), and (c) above, and shall require that such insurance shall meet all of the general requirements of subsections (f), (g), and (h) below, including, without limitation, the requirement of subsection (g). Subcontractors working on the Development under indirect contract with the Borrower shall be required to maintain the insurance described in subsections (a), (b), and (c) above. Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the Agency, its officers, agents, employees and members of the Agency Board.

(f) The required insurance shall be provided under an occurrence form, and Borrower shall maintain such coverage continuously so long as the Note is outstanding, except the blanket fidelity bond need not be maintained following issuance of the certificate of occupancy for the Development. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(g) Comprehensive General Liability, Comprehensive Automobile Liability and Property insurance policies shall be endorsed to name as an additional insured the Agency, and its officers, agents, employees and members of the Agency Board.

(h) All policies and bonds shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the Agency.

ARTICLE 5
ASSIGNMENT AND TRANSFERS

Section 5.1 Definitions. As used in this Article Five, the term "Transfer" means:

- (a) Any total or partial sale, lease, assignment, or other conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to this Agreement or of any part of or interest in the Development, or any agreement to do any of the foregoing; or
- (b) Any total or partial sale, assignment, or other conveyance, or any trust or power, or any transfer in any other mode or form, of, or with respect to, the entire interest of any of the general partners of the Borrower, or any agreement to do any of the foregoing.

Section 5.2 Purpose of Restrictions on Transfer. This Agreement is entered into solely for the purpose of the Borrower's construction and operation of the Development in accordance with the terms of this Agreement and the Regulatory Agreement. The qualifications and identity of the Borrower are of particular concern to the Agency, in view of:

- (a) The importance of the development of the Property to the general welfare of the community;
- (b) The public aids that have been made available by law and by the government for the purpose of making such development possible;
- (c) The reliance by the Agency upon the unique qualifications and ability of the Borrower to serve as the catalyst for development of the Property and upon the continuing interest which the Borrower will have in the Property to assure the quality of the use, operation, and maintenance deemed critical by the Agency in the development of the Property;
- (d) The fact that a change in ownership or control of the owner of the Property, or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the parties in control of the Borrower or the degree thereof, is for practical purposes a transfer or disposition of the Property; and
- (e) The importance to the Agency of the standards of use, operation, and maintenance of the Property.

It is because of the qualifications and identity of the Borrower that the Agency is entering into this Agreement and that Transfers are permitted only as provided in this Agreement.

Section 5.3 Prohibited Transfers. The limitations on Transfers set forth in this Article Five shall apply throughout the Term. Except as expressly permitted in this Agreement, the Borrower represents that it has not made or created, and agrees that it will not make or create or suffer to be made or created, any Transfer, either voluntarily or by operation of law, without the prior written approval of the Agency.

Any Transfer made in contravention of this Section 5.3 shall at the Agency's discretion be void and shall be deemed to be a default under this Agreement, whether or not the Borrower knew of or participated in such Transfer.

Section 5.4 Permitted Transfers Without Prior Agency Approval. The only Transfer permitted at any time without the prior approval of the Agency is the rental of a Unit by the Borrower in the ordinary course of business and in compliance with the Regulatory Agreement.

Section 5.5 Permitted Transfers With Prior Approval.

(a) The Borrower may transfer the general partnership interest to an affiliate of tax credit investor, or other equity investor firm, which affiliate shall be approved in advance by the Agency (and such approval shall not be unreasonably withheld), in the event the general partner is removed by the limited partner of Borrower for cause following default under the Borrower's Partnership Agreement.

(b) Except as permitted under Section 5.4 and 5.5(a), any Transfer shall be permitted only after (a) the Agency, in its sole discretion, has delivered to Borrower its prior written approval of such Transfer, and (b) the transferee has assumed the Borrower's obligations under this Agreement by signing this Agreement of such other reasonable documentation as the Agency may require.

Section 5.6 Release of Borrower. Upon all of the terms of this Article Five being satisfied for a permitted Transfer to be effective, the Borrower or the successor transferor party, as applicable, shall be released from all liability under this Agreement so transferred arising subsequent to the effectiveness of such Transfer.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 6.1 Representations and Warranties. Borrower hereby represents and warrants to the Agency as follows:

(a) Organization. Borrower is duly organized, validly existing California limited partnership and is in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered by the Borrower, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of

this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents). The managing general partner of the Borrower is Community Revitalization and Development Corporation, a California nonprofit corporation. Cyrus Youssefi, individually and Egis Group, Inc., a California S Corporation, are the other general partners of the Borrower.

(d) Valid Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered by the Borrower pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable by and against it in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and general principles of equity.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Loan Documents by the Borrower or of any other documents or instruments executed and delivered, or to be executed or delivered by the Borrower, pursuant to this Agreement, nor the performance by the Borrower of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Borrower, or any provision of the organizational documents of Borrower, or will conflict with or constitute a breach of or a default under any agreement to which Borrower is a party, or will result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance With Laws; Consents and Approvals. The construction of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower, Borrower's general partners, or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially and adversely affect Borrower's ability to repay the Loan or impair the security to be given to the Agency pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than those liens approved by the Agency and described in Section 1.1(d) of this Agreement, liens for current real property taxes and assessments not yet due and payable, and liens in favor of the Agency or approved in writing by the Agency.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the Agency fairly present the information contained therein. As of the date of this Agreement, there has not been any

adverse, material change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Development and the construction of Development in accordance with the plans and specifications approved by the Agency.

ARTICLE 7 DEFAULT AND REMEDIES

Section 7.1 Events of Default. Each of the following shall constitute a "Default" by Borrower under this Agreement:

(a) Failure to Construct. Failure of Borrower to commence and complete construction of the Development within the times set forth in Article 3 above;

(b) Failure to Make Payment. Failure to repay the principal and any interest on the Loan that is due and payable to the Agency pursuant to the Loan Documents.

(c) Breach of Covenants. Failure by Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Borrower and to any limited partner of Borrower who has requested written notice from the City of such failure ("Permitted Limited Partner") or, if the breach cannot be cured within thirty (30) days, the Borrower shall not be in breach so long as Borrower is diligently undertaking to cure such breach and such breach is cured within ninety (90) days; provided, however, that if a different period or notice requirement is specified under any other section of this Article 4, the specific provisions shall control. The Permitted Limited Partner shall have thirty (30) additional days to cure a breach beyond the cure periods for the Borrower described in this subsection. If a Permitted Limited Partner cannot cure a Default because Borrower's general partner is in bankruptcy and/or because the cure requires removal of a general partner of the Borrower and the Permitted Limited Partner is proceeding diligently to remove such general partner of the Borrower in order to effect a cure of the Default, the cure period shall be extended for such reasonable time as is necessary for the Permitted Limited Partner to effect a cure of the Default, but in no event longer than one hundred eighty (180) days after the date of receipt by the Permitted Limited Partner of written notice of Default.

(d) Default Under Other Loans. Failure to make any payment or perform any of Borrower's covenants, agreements, or obligations under the documents evidencing and securing the Approved Financing following expiration of all applicable notice and cure periods.

(e) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging Borrower or Borrower's general partner to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Borrower or Borrower's general partner or seeking any arrangement for Borrower or Borrower's general partner under the bankruptcy law or any other applicable debtor's relief law or statute of

the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower or Borrower's general partner in bankruptcy or insolvency or for any of their properties, or (iv) directing the winding up or liquidation of Borrower or Borrower's general partner, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or Borrower or Borrower's general partner shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the Agency, the indebtedness evidenced by the Note.

(f) Assignment; Attachment. Borrower or Borrower's general partner shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the Agency, the indebtedness evidenced by the Note.

(g) Suspension; Termination. Borrower or Borrower's general partner shall have voluntarily suspended its business or, Borrower or Borrower's general partner has dissolved or terminated.

(h) Liens on Property and the Project. There shall be filed any claim of lien (other than liens approved in writing by the Agency) against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the Agency.

(i) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development, except that condemnation by the City or Agency shall cause the Loan to accelerate but shall not be a Default.

(j) Unauthorized Transfer. Any Transfer other than as permitted by Sections 5.4 and 5.5; provided, however, that a Permitted Limited Partner shall have the right to cure an unauthorized Transfer of the general partnership interest in Borrower by removing the unauthorized general partner and replacing it with a general partner approved by the City which approval shall not be withheld unreasonably.

(k) Representation or Warranty Incorrect. Any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the Agency in connection with any of the Loan Documents, proving to have been incorrect in any material and adverse respect when made.

Section 7.2 Remedies. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the Agency or automatically where so specified, relieve the Agency of any obligation to make or continue the Loan and shall give the Agency the right to proceed with any and all remedies

set forth in this Agreement and the Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The Agency shall have the right to cause all indebtedness of the Borrower to the Agency under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The Agency may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the Agency as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. The Borrower shall be liable to pay the Agency on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the Agency in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The Agency shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The Agency shall have the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. The Borrower agrees to reimburse the Agency for any funds advanced by the Agency to cure a monetary default by Borrower upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law or ten percent (10%) per annum from the date of expenditure until the date of reimbursement.

Section 7.3 Right of Contest. Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the Agency or the rights of the Agency hereunder.

Section 7.4 Remedies Cumulative. Subject to the non-recourse provisions contained in the Note and this Agreement, no right, power, or remedy given to the Agency by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Agency by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the Agency to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Agency of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 8 GENERAL PROVISIONS

Section 8.1 Relationship of Parties. Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the Agency and Borrower or its agents, employees or contractors, and Borrower shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required

of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the purchase of the Property, construction of the Improvements, and operation of the Development, Borrower shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. Borrower shall be solely responsible for its own acts and those of its agents and employees.

Section 8.2 No Claims. Nothing contained in this Agreement shall create or justify any claim against the Agency by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction of the Improvements, or the operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the purchase of the Property, the construction of the Improvements, or the operation of the Development.

Section 8.3 Amendments. No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties.

Section 8.4 Indemnification. The Borrower shall indemnify, defend and hold the Agency, its boardmembers, officers, employees, agents, successors and assigns harmless against all claims made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with the purchase of the Property, or the development, construction, marketing and operation of the Development, except to the extent such claim arises from the grossly negligent or willful misconduct of the Agency. The provisions of this Section 8.4 shall survive the repayment of the Loan, the expiration of the Term and the Agreement Term, and the reconveyance of the Deed of Trust.

Section 8.5 Non-Liability of Agency Officials, Employees and Agents. No member, official, employee or agent of the Agency shall be personally liable to Borrower in the event of any default or breach by the Agency or for any amount which may become due to Borrower or its successor or on any obligation under the terms of this Agreement.

Section 8.6 No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement, except that the investor limited partner of the Borrower shall be a third party beneficiary with respect to notice and cure rights granted the limited partner in this Agreement.

Section 8.7 Discretion Retained By City. The Agency's execution of this Agreement in no way limits the discretion of the City in the permit and approval process in connection with development of the Development.

Section 8.8 Notices, Demands and Communications. Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

Agency: City of Coalinga
155 W Durian
Coalinga, CA 95632
Attention: Executive Director

With a Copy to: Lozano Smith
Attn: Dale E. Bacigalupi, Esq.
7404 N. Spalding Avenue
Fresno, CA 93720

Borrower: Warthan Place Apartment Investors, L.P.
a California Limited Partnership
1006 4th Street, Suite 701
Sacramento, CA 95814

With a Copy to: Law Office of Patrick Sabelhaus
1006 4th Street, Sixth Floor
Sacramento, CA 95814

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable). Copies of notice, sent to Borrower shall also be sent to any limited partner of Borrower who requests such notice in writing and provides its address.

Section 8.9 Applicable Law. This Agreement shall be governed by California law.

Section 8.10 Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and shall bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof shall inure to the benefit of the Agency and its successors and assigns.

Section 8.11 Attorneys' Fees. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 8.12 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 8.13 Force Majeure. In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; quarantine restrictions; freight embargoes; lack of transportation; or court order; or any other similar causes (other than lack of funds of Borrower or Borrower's inability to finance the construction of the Development) beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within

ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In no event shall the Agency be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 8.14 Agency Approval. Whenever this Agreement calls for Agency approval, consent, or waiver, the written approval, consent, or waiver of the Agency Executive Director shall constitute the approval, consent, or waiver of the Agency, without further authorization required from the Agency Board, unless Agency Board is specified in this Agreement. The Agency hereby authorizes the Agency Executive Director to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the Agency. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The Agency Executive Director is also hereby authorized to approve, on behalf of the Agency, requests by Borrower for reasonable extensions of time deadlines set forth in this Agreement. The Agency shall not unreasonably delay in reviewing and approving or disapproving any proposal by Borrower made in connection with this Agreement.

Section 8.15 Waivers. Any waiver by the Agency of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Agency to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the Agency to any act or omission by Borrower shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the Agency's written consent to future waivers.

Section 8.16 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 8.17 Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the Loan.

Section 8.18 Multiple Originals; Counterpart. This Agreement may be executed in multiple original counterparts, each of which is deemed to be an original, and all such counterparts shall constitute one and the same instrument.

Section 8.19 Recordation. The parties acknowledge that the Loan contemplated in this Agreement is the first financing component of several necessary to fund the development. The parties agree to refrain from recording any instruments contemplated under this Agreement or under the related documents until such time as Borrower submits a draw request as set forth in section 2.5(i).

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

WARTHAN PLACE APARTMENT INVESTORS,
L.P., a California Limited Partnership

By: _____
Cyrus Youssefi
General Partner

WARTHAN PLACE APARTMENT INVESTORS,
L.P., a California Limited Partnership

By: Egis Group, Inc.,
a California S Corporation
General Partner

By: _____
John Cicerone
President

WARTHAN PLACE APARTMENT INVESTORS,
L.P., a California Limited Partnership

By: Community Revitalization and
Development Corporation
a California nonprofit corporation,
Managing General Partner

By: _____
David Rutledge
President

AGENCY:

City of Coalinga, a public body corporate and politic

By:_____

Name:_____

Title:_____

ATTEST

By:_____

Agency Secretary

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

Subject: Adoption of Resolution No. 3616 Approving an Owner Participation Loan Agreement for the Deferral of Impact Fees and the use of Housing Bond Proceeds to the Warthan Place Apartments Multi-Family Housing Development for the Sum Total of \$2,464,737.00.

Meeting Date: September 5, 2013

From: Rene A. Ramirez, City Manager

Prepared by: Sean Brewer, Assistant Community Development Director

I. RECOMMENDATION:

Adopt Resolution No. 3616 approving an owner participation loan agreement for the deferral of impact fees and the use of housing bond proceeds to the Warthan Place Apartments multi-family housing development for the sum total of \$2,464,737.

II. BACKGROUND:

The City Council formally approved the Warthan Place Apartment Project consisting of 12 acres for 162 multi-family units in two phases (81 units, phase 1 and 81 units, phase 2) and a 2.81 acre outlot for public/open space use ("Project") on December 18, 2008. On January 15, 2009 Council meeting, Council approved the Initial Study, Negative Declaration, General Plan Amendments, Site Plan, and Tentative Parcel Map for this Project. The City Council approved the Final Parcel Map and Project update on January 17, 2013 allowing for the Warthan Place Apartments investors to purchase the property and move closer to completing the project.

On August 15, 2013 the Warthan Place Apartments Investors submitted an official financing plan and requested that the City allocate \$1.5 million in Successor Agency Housing Bond Proceeds and execute a deferral as a residual receipts loan of \$964,737 in impact fees to support the project. The Council approved the request and directed staff to bring back the appropriate documents required to execute the commitment.

This use of the Housing Bond Proceeds would provide the City a great opportunity to provide affordable/workforce housing, assisting in meeting our Regional Housing Needs Assessment (RHNA) and creating new residential units within the City at an affordable level. The investment per unit would be approximately \$18,500 in Bond Proceeds.

III. DISCUSSION:

Based on direction received by the Council at their August 15, 2013 meeting, staff has prepared a Resolution (No. 3616) approving an owner participation agreement (attached) for \$1.5 million in RDA Housing Bond Proceeds which is to be placed on the next Recognized Obligation Payment Schedule (ROPS) for State Department of Finance review and approval and deferred impact fee loan in the amount of \$964,737. The owner participation agreement will total the sum of \$2,464,737. The proposed Loan has a below market interest rate of three (3) percent, and loan repayment would not begin until the 16th year after project completion at 50% of residual receipts or if project sells or transfers the City will be paid in full.

As a result of the dissolution of redevelopment agencies pursuant to AB 1X 26 and AB 1484, all expenditures must appear on an approved Recognized Obligation Payment Schedule (“ROPS”), and pursuant to Health & Safety Code section 34176(g)(1)(B), the Successor Housing Agency must provide notice to the Successor Agency of its intent to use housing bond proceeds 20 days before the deadline for submission of the ROPS. The next available ROPS for the period of January – June 2014 (“ROPS 13-14B”) is due on October 1, 2013. Therefore, additional action taken under Resolution No. 3616 further authorizes the City Manager to take all actions necessary to carry out the intent of the Resolution, including, without limitation, providing written notice (attached) to the Successor Agency to include use of bond proceeds on ROPS 13-14B pursuant to Health & Safety Code section 34176(g)(1)(B), and 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.

LIMITS OF THE OWNER PARTICIPATION AGREEMENT

The Investors will be submitting a tax credit application for this project to the California Tax Credit Allocation Committee in May of 2014. Investors would submit this application again later in that calendar year in the event their initial application was not approved. This proposed Loan commitment by the City/Successor Agency will expire by the end of 2014 if the Project does not receive these State tax credits.

IV. ALTERNATIVES:

The Council may chose not to proceed with this Agreement, or offer modifications to the terms of this Agreement, and give staff direction to renegotiate terms as directed.

V. FISCAL IMPACT:

The City of Coalinga shall commit to a deferral of \$964,737 in impact fees with anticipated repayment beginning in year 16 with three-percent interest. The former Redevelopment Agency issued its 2009 Series B Tax Allocation Bond in the Amount of \$2,800,000 on July 28, 2009. The indenture of trust approved when the 2009 Series B Bonds were sold requires all amounts in the project account to be used on housing related programs. \$2,240,989.23 in unexpended 2009 Series B Bond proceeds remained on account. \$1,500,000 will be committed of the \$2,240,989.23 leaving a balance of \$740,989.23 remaining for future housing related activities until the loan is paid off.

ATTACHMENTS:

File Name	Description
☐ Ltr from Successor Housing Agency re use of bond proceeds.doc	Successor Agency 20 Day Notice Letter
☐ Owner-Participation-8-27-2013.pdf	Owner Participation Agreement

Example: Base Year Allocation

BASE YEAR ALLOCATION (BYA)			
The ten (10) year agreement provides for a payment to the District for 100 of the BY A for a period of 10 years. BYA to include up to a 2 annual constitutional increase if imposed.		Example: BYA for a reorganization (annexation) of one acre valued at \$100,000 at the reorganization effective date assuming an Effective Tax Rate (ETR) of 0.000775	
Assessed Value:		\$ 5,609,654.00	
ETR:0.000775		0.0775%	
			Add 2%
Year	1	\$ 4,347.48	
	2	\$ 4,434.43	
	3	\$ 4,523.12	
	4	\$ 4,613.58	
	5	\$ 4,705.85	
	6	\$ 4,799.97	
	7	\$ 4,895.97	
	8	\$ 4,993.89	
	9	\$ 5,093.77	
	10	\$ 5,195.64	(110% for 10 year term)
		\$ 47,603.71	

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

Subject: Tax Transition and Communications Agreement Proposal by Fresno County Fire Protection District
Meeting Date: September 5, 2013
From: Rene A. Ramirez, City Manager
Prepared by: Steve Henry, Fire Chief

I. RECOMMENDATION:

Direct staff to enter into negotiations with the Fresno County Fire Protection District (FCFPD) for a ten-year Tax Transition Agreement to include Communications and Dispatch services .

II. BACKGROUND:

In response to a request from the fire protection districts to lessen the impact from lost tax revenue when land is detached from their district, Fresno County Local Agency Formation Commission (LAFCo) adopted a policy requiring a transition agreement between the annexing city and the detaching fire district.

The City of Coalinga does not currently have an agreement with the FCFPD to transition property tax to the city from the district, if annexations occur. Many cities had Transition Agreements with the FCFPD that expired Dec. 31, 2012. With no transition agreement in place, existing LAFCo policy makes it very difficult for the LAFCo to consider and approve new annexations.

Many agreements in place require transitioning property tax over a ten-year period, some over a five-year period; in essence the city would have all taxes being paid to the city to provide fire protection at the end of the time period.

We have met several times over the past 15 months with the FCFPD in an attempt to work out a template that all cities could use to start individual negotiations of Tax Transition. Our negotiations came to an abrupt end when Chief Larkin advised that FCFPD and the City of Clovis had reached a settlement in mediation.

The two essential elements of the Clovis agreement are:

1. Term – 10 years
2. Allocation of Property Taxes – 100% of the Base Year Allocation for ten years defined as the ad-valorem property tax allocation from the County to the District at the time the annexation is recorded with the State. The allocation will be adjusted annually if the County approves the allowed annual Proposition 13 adjustment of two-percent. (This fee is passed through to the developer in Clovis)

The agreement does not contain any provisions addressing the need for the District to transition its operations and operating costs by the end of the ten-year period for any annexations during the term of the agreement. Also, the agreement has a “favored nation” clause requiring amendment of the agreement to reflect differences between this agreement and agreements entered into with other cities.

LAFCo has met on this issue since January of this year and have concluded they do want a Tax Transition in place. They have amended the policy to reflect this with the addition of mediation if the two entities

cannot agree.

III. DISCUSSION:

The current transition agreements in place between FCFPD and the cities Clovis and Kingsburg may not be acceptable to all parties involved, but they are the only ones that are currently in place. In the LAFCo Policies, Standards and Procedure Manual it states “Districts within a city’s sphere of influence should develop plans for orderly detachment of territory from the district or merger of the district as a district territory is annexed to the city and should plan their long-term expenditures accordingly, except where the type of district services provided are not provided by the city.”

While it is agreed upon by the Coalinga Police Chief and the Fire Chief that to provide the most effective fire protection services, common communications between assisting agencies is imperative and to be in conformance with various grant specifications, a change in the Fire Department dispatch services is necessary.

The Coalinga PD dispatcher that answers all 9-11 calls in the City of Coalinga will then "triage" the call to decide if the call will require a fire response, ambulance response or both, then transfer the call to the appropriate dispatch center, Fresno County ECC for fire or Fresno County EMS for ambulance (this is a county policy).

The Coalinga Fire Department is currently using a UHF Frequency and being dispatched by Coalinga PD. It is the only fire department in the county not on a VHF frequency including Kings County FD. This has become a hindrance and a safety issue on the fire ground.

The Fire Chief contacted Fresno County EMS for a quote to provide Communications and Dispatch services to the City of Coalinga Fire Department. That figure was \$7,305 dollars per year. Over a ten year period it equates to \$73,050.

By executing a Tax Transition Agreement, the City of Coalinga would not collect assessed valuation for fire protection on any annexations over the next ten years. As an example, if we use the most significant annexation that could occur (the Granite Quarry site) the assessed valuation might be as shown in the attached example.

FCFPD would receive approximately \$47,000 in assessed valuation over the ten-year period. Thus, the Communications and Dispatch services value would be \$47,000.

Comparing this number to the Fresno County EMS proposal of \$ 73,050, this is a \$26,000 savings over the life of the agreement.

IV. ALTERNATIVES:

1. Reject the idea of a Tax Transition Agreement at this time. Take no action on Tax Transition Agreement and negotiate each future annexation individually.
2. Direct staff to begin negotiating a Communications and Dispatch service agreement separately.

V. FISCAL IMPACT:

Potential loss of approximately \$47,000 in assessed property tax valuation over a ten-year period. If we do not complete any annexations then the amount would be zero and we would still receive the benefit of

communications at no cost.

The potential savings of approximately \$26,000 to the General Fund for the cost of Dispatch services.

ATTACHMENTS:

File Name	Description
 Table_Example_Base_Year_Allocation.doc	Example - Base Year Allocation Table

Minutes
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
June 13,2013

1. CALL TO ORDER

Mayor Lander called the June 13, 2013 City Council Meeting to order at 7:00 PM PDT.

Present: City Manager Rene Ramirez, City Attorney Laurie Avedisian, HR Director Marissa Chavez, Finance Director Mari Jimenez, Community Development Director Assistant Sean Brewer, Police Chief Cal Minor, Fire Chief Steve Henry, Administrative Analyst Mercedes Garcia, Assistant Economic Director Shannon Jensen, Police Lientenant Scott Ingram, Police Sergeant Darrel Blevins and other Police Officers.

Council Members Present:: Ramsey, Garcia, Oxborrow, Lander (Keough Absent)

City Clerk Wanda Earls

Treasurer Olga Keough (Absent)

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Proclamation - 2013 Year of the Child

***Police Chief Minor** swore-in Reserve Police Officer Joe Roscon. He brings years of experience to the department. He has over 32 years experience with the Sheriff's Department and 4 years with the Mendota Police Department.*

***Reserve Police Officer Roscon** expressed his appreciation to serve this community. He is in awe at the professionalism demonstrated by the officers of the Coalinga PD. He has watched the department grow over the years and he is pleased to become a member.*

2. Proclamation - 2013 Year of the Child

Mayor Lander read the Proclamation for 2013 Year of the Child.

3. CITIZEN COMMENTS

***J. D. Garza**-Community Advancement Specialist for First Five Fresno County said he represents an organization focused on the well-being of children. He expressed his appreciation for the Council's adoption of the Proclamation for 2013 Year of the Child.*

***Fire Chief Henry** - Showed a video on the Department's recent participation in the "Fill the Boot" drive. The Coalinga Department raised \$5,200.00 this year which ranked them fourth in the Valley for total donations. This program benefits the Muscular Dystrophy Association.*

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

All approved except for Item #7 - Police Chief Employment Agreement. The item must be approved at a regularly scheduled Council meeting.

Motion to Approve Consent Calendar Items 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12 Made by Council Member Ramsey, Seconded by Mayor Pro-tem Oxborrow. Motion Approved by a Roll-call (4/) Vote. Ramsey, Garcia, Oxborrow, Lander (Keough Absent).

1. Minutes - May 2, 2013 Special Goals & Objectives
2. Minutes - May 2, 2013
3. Authorize the City Manager to enter into a professional services contract with Mendoza & Associates to perform value engineering and construction management services for the plaza beautification project
4. Council Approval to Change the Time for Regularly Scheduled Planning Commission Meetings
5. Memorandum of Understanding Fresno County Law Enforcement Agencies
6. Ratify Renewal of Coalinga State Hospital Ambulance Transport Agreement
7. Authorize City Manager to Extend Employment Agreement with Police Chief
8. Water Transfer Agreement with Harris Feeding Company
9. Check Register: 04/01/13 - 04/30/13
10. Pre-Tax Payroll Deduction Plan for Service Credit Purchases
11. Adoption of Resolution No. 3595 supporting the Fresno County Regional Enterprise Zone
12. Adoption of Resolution No. 3607 Authorizing the Economic Development Corporation, on behalf of Fresno County cities, to submit a Targeted Employment Area Application to the California Department of Housing and Community Development with Respect to the Fresno County Regional Enterprise Zone

Added the word "Housing" to item per City Attorney recommendation.

13. Successor Agency Adoption of Resolution No. 3608 Authorizing Submittal of a 2013 HOME Application for Funding, its Agreement, and any Amendments Related Thereto
14. Recommendation to Pursue CalPOP Energy Efficiency Program at the Wastewater Treatment Plant

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Council Direction on a request from Warthan Place Apartments Investors, LP for Financial Assistance for the Warthan Place Apartments Multi-Family Housing Project located at E. Sacramento Street and Warthan Street

Sean Brewer, Assistant Community Development Director

Assistant Community Development Director Sean Brewer said staff is seeking direction from the Council for a decision related to a financing plan requested by the Warthan Place Apartment Investors, LP due to recent changes in the HOME qualification guidelines for the Warthan Place Apartments Multi-family Housing Project in Coalinga.

Mayor Pro-tem Oxborrow asked what other projects could be considered in reference to this item.

Community Development Director Assistant Brewer is to bring back to the Council goals/projects related to this subject matter.

Consensus of Council is to table this item.

2. Selection of a Voting Delegate (and Voting Alternate) to Represent the City of Coalinga at the Annual Business Meeting at the League of California Cities 2013 Annual Conference.

Rene A. Ramirez, City Manager

The Consensus of Council is to select Mayor Ron Lander and City Manager Rene Ramirez as delegate and alternate to represent the City at the Annual Business Meeting at the League of California Cities 2013 Annual Conference.

3. Council authorization to advertise bids for the Plaza Beautification Project

Sean Brewer, Assistant Community Development Director

The Plaza Beautification Project has been identified as a priority project for the City Council through various Goals and Objective sessions as well as a programmed project in the 2009 Redevelopment Agency Revenue Bond.

Staff, in conjunction with its consultants, have been working diligently to shore up the estimated final budget numbers for services rendered as well as construction costs for the Plaza Beautification Project. A final budget has been solidified based on conversations and direction and staff feels that the budgeted amount of \$1,352,315 is conservative but reasonable.

Community Development Director Assistant Director Sean Brewer requested that the Council approve the final budget figures and authorize staff to release bids on July 15, 2013 for the Plaza Beautification Project.

4. Discussion Regarding Parking Behind New Commercial Condominiums Near City Hall

Rene A. Ramirez, City Manager

Staff is seeking concurrence of new direction regarding parking stalls located directly behind the business

condominiums near City Hall. To reinforce the exclusive nature of the parking stalls, the Condo Association may decide to place signs on the wall to indicate exclusive parking.

City Manager Ramirez presented this item to the Council for their consideration.

After brief discussion there was a consensus of the Council is to allow parking for businesses behind new commercial condominiums.

5. Supplemental Water Supply Availability from the City of Fresno

Rene A. Ramirez, City Manager

City Manager Ramirez presented this item to the Council for consideration. Water can be purchased for \$300 per acre foot; \$100 per acre foot but they want twice as much water given back in the form of water credits; \$100 per acre foot but they want twice as much water given back to them when we receive all of our allocation for the year.

Bureau of Reclamation's is looking to see if they can find water for the three communities which is 2,000 acre feet from the water supply. This afternoon the Bureau was to have an internal chat to see if any additional water could be found.

Consensus of Council is to negotiate offer from the City of Fresno for Supplemental Water Supply due to the fact the City used beyond its allocation of 4,560 acre feet last year. Also, to continue discussion with the Bureau.

6. Discussion Regarding Potential New Direction for the Claremont Community Correctional Facility

Rene A. Ramirez, City Manager

City Manager Ramirez indicated the CCF has been vacant for almost two years and previous attempts have not materialized to operate the facility. He has had some internal and external discussions and conversations with others and they think it is time to possibly take the CCF in a different direction and make it an alcohol and substance abuse facility.

Chief Minor, HR Director Chavez and he have met and have prepared a strategic plan for your consideration. This new mission envisions the CCF becoming a facility of choice for law enforcement to provide alcohol and substance abuse programs to detainees. Staff will continue with our due diligence to explore all possible areas to bring back to the Council.

Police Chief Minor said through discussions and if you read the literature out there, it appears to be the one lacking area where agencies are having problems in providing that rehabilitation training. One of the things we have always fallen down in is our ability to secure grant funding. There is a possible Burns Grant which comes out every year and one of the components was to look at alcohol and treatment rehabilitation. With the support of the Council, we have the opportunity to put a program together to pay for the cost of starting the program which would save us from having to charge a higher price to the agencies. Our major focus should be agencies within our region.

After discussion the consensus of Council is to consider the CCF as an alcohol and substance abuse facility to be offered to law enforcement agencies. Staff is directed to look into funding sources and to calculate start-up costs and an operations budget for one year.

7. ANNOUNCEMENTS

City Manager Ramirez said the next regularly scheduled Council Meeting is July 4th. He suggests the Council meet on July 11th, the following Thursday.

He is interested in scheduling a budget workshop for the Council and staff. We have two weeks before the end of the Fiscal Year. It is not the end of the world if we don't adopt a budget by the end of June but we would have to adopt a resolution so the City could continue its financial business. A budget workshop was scheduled for next Thursday at 7:00 PM. Staff will get information out to you for your perusal.

Dollar General, from what he understands from John Self, is going to open tomorrow for a few hours. They hope to have a grand opening within the next couple of weeks.

Mayor Lander has received information they are going to open tomorrow and remain open all day if the employees get the hang of it. If not, they will do some additional training for staff.

City Manager Ramirez said yesterday we had our pre-construction meeting for the Palmer reservoir. Paso Robles Tank will be giving a notice to proceed on July 15. They will begin to get all their information into the engineer for review and hire their subcontractors, etc. They won't be turning ground until the latter part of August. He would like to have a ground breaking ceremony sometime in late August or September. The contractor is in favor of doing this. The project should take about 280 calendar days. Before the end of 2014 the Palmer reservoir should be complete. Decisions will then be made as to whether to rehab the existing Palmer reservoir and investigate the Derrick reservoir west of town.

On the July agenda is a MOU with the Police Officer's Association. There will be a policy regarding out of state travel. He was talking to Shannon Jensen and they would like to have a workshop with the Council probably prior to the next Council Meeting to discuss the EDA buildings and what we want to do with the occupying tenants. Prices need to be established per square foot on the buildings. etc.

It was suggested to talk to our Realtor to establish some square foot pricing.

Staff is asking to work with Quad Knopf, the city engineer, to provide us a geographical information system. We need to update our water maps, sewer maps and gas maps. Randy has had money in the budget for a number of years for this project. They have a nice web based process. This will be coming before you so staff might move forward on this project.

Mari Jimenez has mentioned that the annual Measure "C" claims are coming due. They are resolutions the Council has to adopt so the City can get the money for ADA improvements, the flexible funding money and street maintenance.

Under Closed Session he would like to add the City Manager Evaluation. He has been here for about six months and he needs to know how well he is doing and any area you might see needing improvement.

Mr. Perea sponsored a bill AB 300 and he is wanting to get a portion of the pre-paid phone card's revenue. He wants to take a little of that money and put it into the 911 number fund. If you have a cell phone, you are helping to pay for that 911 service and he feels the pre-paid cards should also be included. He has asked the communities he represents to send a letter of support to this cause.

The Consensus of the Council is to send the letter of support. A letter will be prepared for the mayor's signature.

Mayor Lander said he spoke to CEO Spurgeon of CRMC about the pending bill. The bill AB 900 is in process and has not been voted on. Hopefully, it should be voted on in September. They had a huge rally in Sacramento with 40 people from Coalinga in attendance. His wife and John Self's wife attended the rally. There was approximately 8,000 in attendance from all over California. There are other assemblymen on board in support of this issue.

He received a call today from the Fresno Bee as to the impact if this bill were to fail and the hospital and skilled nursing facility were to close.

He spoke at the Memorial Day Service for the community.

Council Member Ramsey said tomorrow is Flag Day and he wants to remind everyone to display your American Flag. Faith Fellowship is having a ceremony on how to dispose of the American Flag. City Manager Ramirez will conduct the City's Flag Day Ceremony at 8:00 in the morning.

Mayor Lander said you have a report from the Council Of Governments on abatement and how clean our cities are and where Coalinga ranks. Also, he just received the budget from COG for road transit and our ridership is down significantly and they are recommending that Saturday service be cut.

8. FUTURE AGENDA ITEMS

City Manager Ramirez asked that he might have a six month evaluation on the things he is doing well and anything you feel he might improve upon.

Mayor Pro-tem Oxborrow said he spoke to the City Manager earlier and at the July meeting he would like to have an up/down vote on the amount of funding we are going to budget for the EDC. Also, in discussion with the City Manager in reference to the Enterprise Zone we supposedly committed \$3,500 for 15 years. He did not see that in the Resolution. He would like to see where we made that commitment. He would like to have a discussion regarding this subject..

Council Member Ramsey said when we were doing the PERS we talked about coming back, after we re-entered the program, to see if the people could receive back all 100%.

9. CLOSED SESSION

1. Conference with Labor Negotiator Government Code 54957.6. CITY NEGOTIATORS: Rene A. Ramirez, City Manager; Marissa Chavez, Human Resources Director; Laurie Avedisian, City Attorney. EMPLOYEE (ORGANIZATION): General Employees
2. Conference with Legal Counsel Existing Litigation Newman vs. City of Coalinga Case Number 12CECG00119
3. Conference with Legal Counsel - Potential Litigation - Significant exposure to litigation pursuant to Government Code 54956.9(b). 1 case

10. ADJOURNMENT

Mayor Lander adjourned the Council Meeting at 8:21 PM, PDT.

Ron Lander, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Minutes - June 13, 2013 (Special Meeting).

Meeting Date:

From:

Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
📎	20130821143322120.pdf	Minutes - June 13, 2013 (Special Meeting).

Minutes
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
June 26,2013

1. CALL TO ORDER

Mayor Lander called the June 26, 2013 City Council Meeting to order at 5:00 PM PDT.

Council Members Present: Keough, Ramsey, Lander (Absent: Oxborrow and Garcia)

Others Present: City Manager Rene Ramirez, Finance Director Mari Jimenez, and City Clerk Wanda Earls

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

3. CITIZEN COMMENTS

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

Motion to approve Items 1, 2 and 3 of the Consent Calendar Made by Councilmember Ramsey, Seconded by Councilmember Keough. Motion Passed by a (3/0) Vote: Ramsey, Keough, Lander. (Absent May Pro-Tem Oxborrow, Garcia).

1. Resolution No. 3610 Authorizing a Continuing Budget Resolution to Commence on July 1, 2013 and to end on September 5, 2013, Pending the Adoption of a 2013-2014 Fiscal Year City Budget
2. Resolution No. PFA 13-01 Authorizing a Continuing Budget Resolution to Commence on July 1, 2013, and to End on September 5, 2013, Pending the Adoption of a 2013-2014 Fiscal Year City Budget
3. Resolution No. SA-309 Authorizing a Continuing Budget Resolution to Commence on July 1, 2013, and to end on September 5, 2013, Pending the Adoption of a 2013-2014 Fiscal Year City Budget

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

7. ANNOUNCEMENTS

8. FUTURE AGENDA ITEMS

Council Member Ramsey would like the Council to look into the Public Safety Tax.

9. CLOSED SESSION (NONE)

10. ADJOURNMENT

Mayor Lander adjourned the meeting at 5:03 PM. PDT.

Ron Lander, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Minutes - June 26, 2013 (Special Meeting).
Meeting Date:
From:
Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
📎	20130821143344189.pdf	Minutes - June 26, 2013 (Special Meeting).

Minutes
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
July 11,2013

1. CALL TO ORDER

Mayor Lander called the meeting to order at 6:00 PM PDT.

Council Members present: Keough, Ramsey, Oxborrow, Lander (Garcia Absent)

Others Present: City Manager Rene Ramirez, City Attorney Laurie Avedisan, Finance Director Mari Jimenez, Community Development Director Assistant Sean Brewer, Economic Development Assistant Shannon Jensen, Former City Council Member Glen Adams.

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

3. CITIZEN COMMENTS

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR (NONE)

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Discussion and Direction on Coalinga Plaza Business Suites.

Economic Development Assistant Shannon Jensen gave a summary on the Coalinga EDA buildings now known as the Coalinga Plaza Business Suites.

- *Background – Incubator Program*
 - *Built after the earthquake in 1985 with a \$625K grant from U. S. EDA as small business incubators*
 - *Two separate buildings along the Plaza with 14 units covering 16,700 SF and ranging from 240 – 2,943 SF*
 - *City was required to adhere to certain terms and conditions of the grant, which could not be changed without EDA approval*
 - *Type of business*
 - *Rental Rates*
 - *Maximum occupancy*
 - *Incubator reserved for “new” businesses*
 - *Tiered Rent Structure*
 - *Maximum 5 year occupancy*
 - *Make or break point for businesses in 5 yrs*
 - *Grant has been satisfied for several years – City owns buildings*
 - *Council directed staff to sell buildings*
 - *Council re-directs staff to convert units to suites for individual sale and ownership*
- *Condominium: Results of Conversion*
 - *Separate non-profit corporations have been created*
 - *Corporations/associations formed to manage the condos (owners association)*
 - *Shall become active when the first unit is sold*
 - *Owner Associations must adhere to Condo CC&Rs*

- Dictates how the association operates and rules owners must obey
 - Shall prepare an annual operating budget
 - Determine Association Fees
- Conversion
 - Building A
 - Durian Suites
 - Building B
 - Cedar Suites
- Condominiums: Sales and Marketing Considerations
 - Determine Value
 - Appraise before or after Plaza Improvements?
 - Recommendation: Appraise before
 - Marketing Approach
 - Offer current tenants right of first offer/right of first refusal?
 - Offer to open market first?
 - Offer incentives and seller financing?
 - RECOMMENDATION: Offer tenants ROFO/ROFR then open market and offer selling financing (City carries Note for 3-5 yrs with 10-20% down and 7% interest)
 - Council Direction: Who sells to current tenant? Who sells to the open market?
- Currents Tenants
 - Lease Renewals
 - Continue annual renewals or reduce lease term to an alternative term?
 - Recommendation: Continue annual renewals (including 5th year tenants)
 - Lease Rates
 - Maintain current tiered rent structure or establish flat rate?
 - Increase rental rates? If so, when and how much?
 - Recommendation: Establish flat rate comparable to purchase scenario and apply when lease is up for renewal
 - Council Direction: What about the Chamber and the Vet?
 - Displaced Tenants
 - If unit sells and lease expires should tenant be allowed to relocate to a vacant unit?
 - Recommendation: Offer vacant units to displaced tenant
 - Waiting List
 - Continued to maintain waiting list?
 - Recommendation: Continue to maintain a waiting list

After much discussion between staff and council members, it was determined that staff should order appraisals on condo units. Once received, staff and council should come back together to review appraisals and give consideration to the pricing of condo units (Realtors may lend assistance). Also, present tenants need to know any options available to them.

City Attorney will research law in reference to condos and bring back any legal concerns to the Council.

Staff was requested to create chart with different scenarios City might take in reference to the condo units.

7. ANNOUNCEMENTS

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION (NONE)

10. ADJOURNMENT

Mayor Lander adjourned the meeting at 6:47 PM, PDT.

Ron Lander, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Minutes - July 11, 2013 (Special Meeting).

Meeting Date:

From:

Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
📎	20130821143359695.pdf	Minutes - July 11, 2013 (Special Meeting).

Minutes
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
July 11 2013

1. CALL TO ORDER

Mayor Lander called the meeting to order at 7:00 PM. PDT.

Council Members Present: Keough, Ramsey, Oxborrow, Lander (Garcia absent)

Others Present: City Manager Rene Ramirez, City Attorney Laurie Avedisan, HR Director Marissa Chavez, Finance Director Mari Jimenez, Assistant Community Development Director Sean Brewer, Police Chief Cal Minor, Fire Chief Steve Henry, Payroll Manager Frank Esparza, Administrative Analyst Mercedes Garcia, Economic Development Assistant Shannon Jensen, Police Lieutenant Scott Ingram, Police Sergeant Darrel Blevins, Code Enforcement Officer Joey Ramsey

City Treasurer Keough

City Clerk Earls

Changes to the Agenda:

Motion to add Item 10.3 Potential Litigation to Closed Session made by Council Member Ramsey, Seconded by Mayor Pro-tem Oxborrow. Motion Approved by a Voice (4/0) Vote. (Garcia absent).

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Proclamation - Aera Energy LLC., 100 Year Anniversary.

Mayor Lander read the Proclamation for AERA ENERGY LLC - 100 Year Anniversary August 5, 2013.

In 1913 B.H. Van der Linden, a representative of the Royal Dutch/Shell Group of Companies, was searching for oil producing properties on the West Coast and found a field being sold by California Oilfields Ltd. in Coalinga. They purchased the Coalinga oilfields for \$13M. It represented Shell's first foothold in the oil production business in North America. Since that purchase, the Coalinga oilfield has produced more than 290M barrels of oil. In 1997 Shell and Mobil merged their California exploration and production operations to form AERA Energy LLC a stand alone California company.

The Company is a long time member of the Coalinga Chamber of Commerce and serves as a sponsor of the Annual Horned Toad Derby Celebration. In addition, AERA is the principal sponsor of the Coalinga-Huron Library District's Summer Reading Program. Annually, AERA offers two college scholarships to graduating Coalinga High School seniors and participates in the annual West Hills College's foundation benefit golf tournament.

2. Length of Service Award - Fire Dept Volunteers

Fire Chief Steve Henry honored Joey Ramsey and Ron Ramsey with outstanding length of service awards. Countless hours of dedication to the Fire Department and this community was given by both these men.

Joey Ramsey became Volunteer of the Year in 1989 by responding to the highest number of requests for assistance. He continued to give outstanding volunteer service from 2003 through 2009. Joey was presented a Twenty-five Year Service Award.

In 1976 Council Member Ramsey joined the Fire Department. Ron was voted Volunteer of the Year in 1978 and in 1990. He demonstrated dedicated commitment to this Department and the community. A plaque was presented to Council Member Ramsey honoring his 37 years of dedicated service from 1976 to 2013.

Mayor Lander extended his appreciation for their continued service to this community. Council Member Ramsey has served this community as mayor and has served in many other capacities. Joey Ramsey continues to serve the City as an employee.

3. CITIZEN COMMENTS

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

Council Member Keough asked for a correction of the minutes for Special Budget Workshop for June 20, 2013: page 4, paragraph 4 to be changed from "Deficient Budget" to "Balanced Budget". This refers to comment made by Treasurer Keough.

Council Member Keough questioned \$113 expenditure in Finance Report. He inquired about the \$7K to be paid to Quad Knopf in reference to the Web Based GIS; Maintenance Phase (Data updates) \$1K to 4K per year and Ongoing Server Hosting Fee for Web Based GIS \$3K billed bi-annually equaling a total expenditure between \$4K and \$7K annually.

Motion to Approve Consent Calendar Items, 1, 2, 3, 4, 5 with Correction to Minutes changing wording from "deficient budget" to "balanced budget" on Page 4, Paragraph 4 Made by Council Member Keough, Seconded by Council Member Ramsey. Motion Approved by a Roll-call (4/0) Vote: (Garcia Absent)

1. Support of the Abandoned Vehicle Abatement Program
2. Minutes - June 20, 2013 Special Meeting
3. Check Register: 05/01/13 - 05/31/13
4. Authorize City Manager to Execute a Task Order with City Engineer for a Total Not to Exceed \$44,800 for Development of a GIS for Benefit of City's Utility Infrastructure
5. Resolution No. 3611 Certifications and Claim for Collection of Measure "C" Funds for Fiscal Year 2013-14

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Introduce and Waive First Reading of Ordinance No. 774 (Nonconforming uses and structures)
Sean Brewer, Assistant Community Development Director

Assistant Community Development Director Sean Brewer:

The City of Coalinga is in the process of drafting a new zoning code and one of the major changes is the language related to nonconforming uses and structures and how they are regulated. The adoption of this section will have an immediate impact on the citizens of Coalinga. It will allow for the continued use of existing nonconforming uses and structures contrary to the current code that is outdated and utilized an amortization period for the complete elimination of uses and structures that do not conform to the zoning code. Staff is requesting the Council to consider approving Ordinance No. 774 and replace the existing nonconforming use section with the new language which was recommended by the Planning Commission at their June 11, 2013 regular scheduled meeting.

Ordinance No. 774 regulates the uses in a manner that does not impair public health, safety and general welfare while allowing them to remain. This would allow someone who owns a home to restore the home should it be damaged by fire or other calamity. The current code would preclude such restoration from occurring.

*Motion to Approve Introduction and Waive Reading of Ordinance No. 774 an Ordinance of the City Council of the City of Coalinga Amending Article 10 of Chapter 2 of Title 9 of the Coalinga Municipal Code Made by Mayor Pro-tem Oxborrow, Seconded by Council Member Ramsey. Motion **Approved** by a 4/0 Roll-call Vote: Oxborrow, Ramsey, Keough, Lander (Garcia Absent)*

2. Discussion of Housing Element Approach for Planning Period 2015-2023
Sean Brewer, Assistant Community Development Director

Assistant Community Development Director Sean Brewer:

The Fresno Council of Governments has been assigned the responsibility to act as liaison between the 15 cities and Fresno County and the State Department of Housing and Community Development to administer the Regional Housing Needs Assessment (RHNA) Program.

Once the State determines the number of housing units required within the County for all levels of affordability, it is up to the cities and the county to adopt and implement a methodology for distributing that responsibility among the jurisdictions. The housing element document is that policy document that ensures the ability to accommodate that assigned number of units within each given jurisdiction through zone changes, policies, programs and incentives.

Staff is seeking direction from the Council to pursue the approach of a Countywide Housing Element for Planning Period 2015-2023.

Consensus of Council is to "go for it". (Garcia absent)

3. Discussion of Housing Successor Agency Bond Proceeds
Sean Brewer, Assistant Community Development Director

Assistant Community Development Director Sean Brewer:

In 2009 the Council passed an RDA Tax Allocation Bond. As part of that bond was approximately \$2.2M in housing proceeds to be used for low to moderate income qualifying housing activities or projects.

At the Council's last meeting a request was made from the Warthan Place Apartments Investors for a share of those funds in order to leverage phase one of their workforce housing multi-family project. At that

meeting the Council gave direction to staff to table the consideration until Council has had time to discuss other opportunities for the use of funds before making a determination in contributing to the Warthan Place Apartments project.

Staff is bringing this item to the Council for discussion and possible direction for the use of some or all of these remaining funds that have been allocated for low to moderate income housing. The following are projects which have been discussed by Council in past meetings as well as requests by others:

1. West Hills College Build-a-House Program
2. Warthan Place Apartments Request
3. Housing Rehabilitation and Down Payment Assistance Program

Council Member Keough is on record as being against the Warthan Place Apartments request.

Mayor Pro-tem Oxborrow asked about funds he is requesting from the City. He thinks the development would improve that part of town. He thinks it would benefit moderate income families. What is minimum to make him competitive? He has problem with 36 months. Rehabilitation Program and down payment assistance he likes very much. Would \$1M plus impact fees help? There are so many variables to consider.

John Cicerone, C.F.Y. Development, Inc. said he is asking for deferred impact fees and bond funds. He needs as much as possible. If you gave him \$1.7M plus deferred impact fees, it would permit him to apply for tax credits next year and he would be pulling building permits in 2014.

City Attorney Avedisen indicated that bond program does not go away in 2016; oversight boards go away. Bond proceeds should not expire.

Mr. Brewer said in 2016 the successor agencies were to be merged. It is the oversight board being consolidated. Housing Bond proceeds are still in the hands of the City.

Mayor Pro-tem Oxborrow said there are two separate apartment units. We are going to be out of the bond monies for the Phase 2.

Mayor Lander said bottom line is whether to proceed with this or not. The question is do you want to proceed with this and how much do you want to participate.

Keough - NO

Ramsey - Wants tabled.

Consensus of the Council is to **table** this item.(Garcia Absent)

4. Recommendation to Purchase 197 Acre-Feet of Water from the San Luis Delta Mendota Water Authority for \$52,300.00.

Rene A. Ramirez, City Manager

City Manager Ramirez is recommending that the City Council authorize the City Manager to purchase 197 acre-feet (AF) of additional water supply from the San Luis Delta Mendota Water Authority (SLDMWA) for water year 2014 (WY14) at a unit cost of \$265.47 per AF or a total of \$52,297.59.

There has been a couple of water districts that have 36,000 acre-feet at \$112.14 per AF.

Water costing \$265.47 per Af or a total of \$52, 297.59 is more expensive than through the Bureau. The three cities have been told by the Bureau that they are still looking for water for the communities.

Fresno City water has pulled together 2000 AF. If we take 500 acre feet from Fresno they want 1000 acre-ft back.

Mayor Pro-tem Oxborrow wants reports on water consumption, etc. like we used to receive. There are lots of issues. We need to be diligent and know to whom we are selling water. We need to monitor more.

Motion to Purchase 197 Acre-Feet of Water from the San Luis Delta Mendota Water Authority for \$52,300 Made by Council Member Keough, Seconded by Council Member Ramsey. Motion Approved by a 4/0 Roll-call Vote: Keough, Ramsey, Oxborrow, Lander (Garcia Absent)

5. Police Department - Monthly Report
Cal Minor

Chief Minor gave his report on staffing.

Very successful Derby -- no major problems.

Several incidents outside of Derby ended up costing \$15K in overtime.

Burgularies - reduced throughout the year:

Residentials down 29%

Commerical-up

Vehicles down 29% for year.

Officers limiting overtime.

Case highlights May 23 - narcotics - \$500 seized - search warrant for narcotics. Third search warrant served in 600 block of West Elm - suspect arrested.

Shooting on May 25th - Have less than cooperative witnesses - Identified suspect vehicle. In process of identifying shooter.

Next morning there was altercation - identified all suspects involved and arrested all four suspects. Tremendous amount of work. Individual recieved serious stab wounds.

Stabbing in January - suspect identified and arrested and prosecuted - he is scheduled for July 19 for twelve years. This is person we had interest in about our arson fires. Since his arrest in February - arson fires are down.

Long indepth investigation of substitute teacher - working through the judicial system.

Yesterday patrol spotted burglary in progress. Suspect fled before officers arrived. Suspect picked up within three hours.

Takes cooperation of home owner calling right away. Call police first.

Council Member Ramsey - on Facebook - are bicycles still licensed through police department.

Chief said program still active.

6. Fire Department - Monthly Report

Steve Henry

Chief Henry gave report of Battle of the Badges and blood drive. Megan Newton and Ally Witt joined forces to get the word out about the drive. Coalinga Fire Fighters Assoc. barbecued a meal. It was easy to give blood and then have dinner. We collected 120% of our population. We had people from outside our community come and donate blood. We all go to the Central California Blood Bank for our emergency blood needs. Things like this have a big impact not only in the metropolitan area but in the rural area.

Tulare River Fire Department hired one of our reserve fire fighters Dan Wilson. Because of what he has learned here in Coalinga he has asked to stay on the roll because, in time, he would like to come back and volunteer as a reserve for us. He would be working for Tulare and volunteering for us.

Engine. - still pending. The application is being weighted and they seem to think we should be in line for an engine. The assistant chief out of Sacramento shared it could be up to 120 days before we see any of that equipment moving. They are shy at moving this equipment during the peak of the fire season.

The Fire Prevention Bureau has been reborn and the program will be run by Captain Duane Gabriel and Engineer Paul Odoul. They are being trained by brothers from other agencies. While that is going on, our folks will train our shifts and our engine companies will go out and conduct fire prevention. It gives an opportunity for our fire fighters to get inside our businesses to look around so they don't have to figure out what is there in the middle of the night during a fire. Our second newsletter will be going out to our businesses. The firefighters write and build the newsletter and the Firefighters' Association prints it. We are explaining the new fire inspection regulations.

We have been involved in wild land training. We participated in the operational area that was provided for us. It is a one day event with the training here in the Valley. We send them out during the day and bring them back at night so there is no hotel billings.

Patrol 272 was part of a task force with Fresno County, Clovis Fire and Reedley Fire. They were assigned to the Revis incident in Tulare County. Our resources went up there twice out of the twenty two fires they had. We were also involved in the Carson incident in Mariposa the first night. They took pictures to show you what they experienced and they were at the head of the fire. In June there was a fire on the east side of the county and every department in the County was involved in one way or other. We were covering Huron while we were staffed in town. .

For July 4th we had 3 fire calls outside of the City between here and Huron. In the City we had a dumpster and a tree fire. As Chief Minor mentioned our arson rates have dropped drastically in the last few months.

755 total calls - during the past three months - 82% were EMS calls - 3% were fire with \$126K loss - 1% service calls, 2% hazardous conditions, 9% good intent and 2% false alarm calls.

Five members of our confined space recurring training went to rescue training in Selma. We have an agreement with Fresno County Fire District for aid. They conducted training in Selma and for \$25 instead of the \$375 it would have cost to get that training somewhere else, we were able to train five members and

saved a substantial amount (\$6300) from the General Fund.

The Coalinga Firefighters Association is partnering with the International Firefighters for them to come and provide some training for us. We have applied for confined space awareness training and first responder operational training (this is a mandate and we are out of compliance). These classes are being funded totally by the firefighters union at the International level. They are providing instructors, etc. This will save thousands of dollars in training. This will take place the second week of August and it is higher level training. We have issues out at the water plant and we have abandoned oil containers and other types of buildings which could collapse. They will provide us another class in October from the same grant and raise our level of experience. Lemoore Naval Air Station will be providing training in August and it will allow our folks to get crash rescue training. This offers another aspect to our airport.

Training hours were 385 for April, 387 in May and 174 in June.

Mayor Pro-tem Oxborrow asked if there could be some tumble weed training. What can we do to have a successful year this year? The Tamerack trees in the creek bed need clearing. There is debris in the creek bed and debris around within the City.

7. ANNOUNCEMENTS

Council Member Keough said he has visited with department heads and other staff members who have talked with him just to get better acquainted.

Mayor Lander met with COG to talk about Sustainable Communities which includes walking and bicycle paths, air pollution and dust control efforts, etc. He asked that they spend time with City Manager Ramirez and with Mr. Brewer. He let them know we have a very professional staff in Coalinga. They were very impressed with our community.

The hospital bill to be voted on in September. We need to hope for the best.

Channel 47 asked - what do people do when it gets hot? We stay inside.

City Manager Ramirez announced that Thursday the 18th is the next budget meeting at 6:00. The Council agreed to this date.

Mayor Pro-tem Oxborrow would like to see us, at that meeting, have several budget scenarios for Council to consider and how staff has created the budgets.

City Manager Ramirez said they plan to have several scenarios with a recommendation from the City Manager and then discussion with the Council.

Also, we have a meeting on August 1st and he is recommending we meet on August 15 to deal with the bid awards for the Downtown Plaza. There will be two meetings in August. The August 15 meeting should be only one item.

Assistant Community Development Director Brewer indicated there may be one additional item which would be the approval of the archway sign.

On July 3 Congressman Valadeo came to town. Chamber executive Kathy Delano asked that he and Mr. Keough meet with him. There were several additional people from the community in the meeting. We told him about the need for improved water resources.

The prior week he was in Fresno with Mr. Perea. Claremont (CCC) was brought to his attention. The federal government is telling our State they have to release 10,000 inmates. We are not hearing anything from Sacramento about this event though there are empty CCFs in the Valley. Mr. Perea said he was going to work with Assemblyman Salas of the Bakersfield area. He is working on this in behalf of the Kern County facilities. Hopefully, something might come of that. The Police Chief and HR Director and he meet with the folks at the Corcoran State Prison about a substance abuse program and about how the program works, etc. They were very helpful.

Right now our focus is the budget.

The Fresno County Film Commissioner's office is pushing a commercial for the RAM Trucks. They want to do a film on farming/agriculture. He made several contacts and Harris Farms stepped up to say they would love to accommodate them. These past two days a film company with about 50 people were out at the Harris Farms' area filming a commercial for the Dodge Ram truck. The commercial should come out within a couple of months perhaps during the football season.

Today he received notification from our construction manager for the Palmer Tank and the Notice to Proceed was filed and the contractor has 280 calendar days to construct the new Palmer tank.

8. FUTURE AGENDA ITEMS

Council Member Keough wants the Sports Complex placed on the agenda. There are lots of people waiting to see what is going to be done. He wants to know where we are and where we are going? Who owns it and who controls it and what would it take to get it up and going? There seems to be confusion between the park district and the City. He talked to Mr. Honburger and he was unsure. The City pays the utility bills on it, but he is unsure as to who owns it.

Mr. Garcia brought it up in February and he does not recall anything coming back about it.

9. CLOSED SESSION

ADDED: Item 10.3 Anticipated Litigation added to the agenda under Closed Session.

1. Conference with Labor Negotiator Government Code 54957.6. CITY NEGOTIATORS: Rene A. Ramirez, City Manager; Marissa Chavez, Human Resources Director; Laurie Avedisian, City Attorney, EMPLOYEE (ORGANIZATION): General Employees; Coalinga Police Officer's Association;
2. City Manager's Performance Evaluation - Government Code 54957(b).

10. ADJOURNMENT

Mayor Lander adjourned the meeting at 8:55 PM, PDT.

Ron Lander, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Minutes - July 11, 2013 (Special Meeting).

Meeting Date:

From:

Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
📎	20130821143419464.pdf	Minutes - July 11, 2013 (Special Meeting).

Minutes
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
July 18, 2013

1. CALL TO ORDER

Mayor Lander called the July 18, 2013 Special City Council Meeting to order at 6:00 PM, PDT.

Council Members Present: Keough, Ramsey, Garcia, Oxborrow, Lander and City Treasurer Olga Keough and City Clerk Wanda Earls

Others Present: City Manager Ramirez, City Attorney Scott Cross, HR Director Marissa Chavez, Finance Director Mari Jimenez, Police Chief Cal Minor, Fire Chief Steve Henry, Assistant Community Development Director Sean Brewer, Payroll Manager Frank Esparza, Economic Development Assistant Shannon Jensen, Administrative Analyst Mercedes Garcia, Community Development Assistant Sandy Anda, Police Lieutenant Scott Ingram, Police Sergeant Darrel Blevins and other City employees.

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

3. CITIZEN COMMENTS

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR (NONE)

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Discussion of FY 2013/2014 Budget.

City Manager Ramirez said one month ago the Council asked for scenarios to balance the General Fund budget and the actions/methods described to reach said budget scenarios.

In consideration to the Community's best interest, staff is asking direction from the Council as we move forward with the 2013/14 Budget process. With Council's approval, staff does have some tools to repair the General Fund budget for this budget year. There are other issues which need to be addressed.

Staff prepared a General Fund history from FY1999 through FY2013. The summary sheet shows:

- Where we were
- Scenario – 1 and 1A
- Scenario – 2 and 2A
- Scenario – 3A

Explanations were made regarding the Revenue vs. Expenses Charts and also each Scenario.

The Finance Director and City Attorney indicated there are funds in the Coalinga Public Authority of \$300K which might be used as discretionary funds.

It cost the City \$300K to close the CCF. The obligations of the CCF are obligations of the General Fund.

As City Manager he is not recommending the laying off of personnel.

Amount paid to city attorney was discussed.

The General Fund will have to support the O/M for the CCF until its function is restored or until the building is leased or sold. The Council feels something will have to be done within this fiscal year.

It is important that the community understand the improvements to the City, i.e., streets/plaza are not coming from the General Fund but from grant proceeds, gas tax monies, Measure "C" and transportation funding, etc.

Three F/T equivalents salaries have been reallocated from non-Public Safety Departments to other City Funds.

Question was asked about the Fire Department and revenue from Ambulance. The budget has been reduced from \$1.5M to \$1.4M. It is probable that a third ambulance will not be in service this year.

Council Member Garcia said he cannot support reductions to fire and police.

Mayor Pro-tem Oxborrow supports Mr. Garcia's consideration to public safety. There needs to be negotiations with the labor groups.

He feels something needs to be done regarding the CCF. He wants to see a plan to reoccupy, sale or something. Within this one-year period something needs to be done.

He would like staff to look at expenditures to the League of California Cities. Are these types of expenditures necessary when the City is in such a budget crunch? Every opportunity to reduce spending should be made prior to any employee cuts. He knows the City may have to look at a cut in wages and/or furloughs, etc., but not before every other opportunity to cut spending is revisited.

City Manager Ramirez said his recommendation is to consider Scenario – 3A reflecting Revenue of \$6,784,479; subtotal for expenses is \$8,529,000 leaving a variance/deficient of \$2,069,521.

Of interest to this Scenario are two considerations which are General Fund obligations:

· Unfunded ROPS \$125,000 · CCF Operations \$200,000

Someone asked if funds could be taken from the Enterprise Funds to assist in supporting the Police Department?

City Manager Ramirez said the City has to be careful because of Prop 218.

Police Chief Minor indicated cuts would affect the department. The accomplishments over the past three years could not continue. We would no longer be proactive in the narcotics, burglaries, etc. We have already had a spike in burglaries.

The CCF needs to be marketed.

Mayor Pro-tem Oxborrow said he did not think that by-lingual pay is needed. We have had three years running in deficits and we need to do something fast.

Council Member Garcia wants to confer that the \$700K from ICMA would go towards the CalPERS obligations.

Mayor Pro-tem Oxborrow said if we can rent the CCF we would have a surplus. If it is not occupied, we must sale the building.

Council Member Keough made comment in reference to the General Capital Fund.

City Manager Ramirez said the use of the General Capital Fund can be used because it is owed to the General Fund.

Council Member Ramsey indicated if we use all of the \$3M in the General Capital Fund, we are tying our hands.

City Manager Ramirez said the City might go for a Public Safety Tax; 2/3 majority vote is required. Only 50% of majority vote is required for a General Sales Tax initiative.

Mayor Pro-tem Oxborrow said the citizens are taxed to death.

Chevron is going to triple its workforce. They are upgrading their wells. Oil may come back.

General remarks: City needs to make concessions; we have been doing deficient spending for several years now.

Mayor Pro-tem Oxborrow confirmed that he wants no public safety cuts.

Mayor Lander said there are other angles such as cutting the League of California Cities. There are some things which will be hard to do. The Council is trying to find a way not to cut employees.

City Manager Ramirez asked for a meeting on August 1 to discuss labor negotiations.

Right now, he needs direction from the Council as to the ICMA Account, General Fund transfer from the General Capital Fund of approximately \$1.5M and negotiations with the bargaining groups.

Council Member Keough asked what do we do next year?

City Manager Ramirez said the Council may have to look at cuts to staff next year.

Council Member Keough expressed his concern that the Council is just kicking the can down the road.

Council by 5/0 Voice Vote made by Council Member Garcia, seconded by Council Member Ramsey authorized a transfer of approximately \$1.5M from the General Capital Fund into the General Fund. This coincides with using the \$700K balance from the ICMA, 401-A forfeiture account to offset CalPERS contribution for years FY13 and 14 and for Council to begin negotiations with the Bargaining Groups. Keough, Ramsey, Garcia, Oxborrow, Lander.

7. ANNOUNCEMENTS

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION (NONE)

10. ADJOURNMENT

Mayor Lander adjourned the meeting at 7:25 PM, PDT.

Ron Lander, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Minutes - July 18, 2013 (Special Meeting).

Meeting Date:

From:

Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
📎	20130821143433814.pdf	Minutes - July 18, 2013.

Minutes
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
August 1, 2013

1. CALL TO ORDER

Mayor Lander called the August 1, 2013 City Council Meeting to order at 7:00 PM, PDT.

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

Others Present: City Manager Rene A. Ramirez, City Attorney Laurie Avedisan, HR Director Marissa Chavez, Police Chief Cal Minor, Fire Chief Steve Henry, Assistant Community Development Director Sean Brewer, Executive Administrative Analyst Mercedes Garcia, Police Lieutenant Scott Ingram, Building Inspector John Self, Economic Development Assistant Shannon Jensen

City Clerk Wanda Earls

Absent: City Treasurer Olga Keough

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Mid Valley Disposal 2nd Quarter Report.

Shawn Kalpakoff presented the 2nd Quarter Report for Mid Valley Disposal.

Staff from Mid Valley participated in the following events:

Week of the Child

Coalingafest

Horned Toad Derby

During these events, Mid Valley staff was able to reach out to approximately 350 residents with curbside recycling program information. They sponsored the water fights at the Coalinga Horned Toad Derby by providing a 1st place trophy.

This quarter the staff visited 46 commercial businesses and 8 multi-family complexes. Recycling services were implemented at KMart and New Hong Kong Restaurant. Educational materials were delivered at Amandako mobile home park.

The City and Mid Valley will be partnering this fall to provide a community clean-up event. There will also be a tire amnesty event where all of your used tires can be disposed. Electronic waste will also be collected at this event.

2013 Quarter 2 Tonnage:

Residential recycling was 151.73 - green waste 476.74 - refuse 670.76 with total diversion of 49%

Commercial recycling was 111.68 - refuse was 631.89 with total diversion of 15%.

Mid Valley would like to encourage all construction jobs to safely and correctly dispose of all of their waste.

3. CITIZEN COMMENTS

Mr. Bill Lewis commented that the Kidney Dialysis Center is now open Monday, Wednesday and Friday at the Coalinga Regional Medical Center. The Coalinga Recorder should have an article in next week's paper.

Mayor Lander asked about the pending assembly bill having to do with the skilled nursing home and CRMC.

Mr. Lewis indicated he thought it was in the Appropriation's Committee; it should be voted on in September.

Mayor Lander said the Dialysis Center is a wonderful gift to the City. He would like to send a letter of appreciation to those responsible for bringing this important facility to our community.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

Motion to Approve Consent Calendar Items 1, 2, 3, 4, 5, 6 and 7 Made by Council Member Keough, Seconded by Council Member Ramsey. Motion Approved by a Roll-call (5/0) Vote. Keough, Ramsey, Garcia, Oxborrow, Lander.

1. Council Consideration and Approval for a Beer and Wine Off-Sale Business License, through the Department of Alcoholic Beverage Control (ABC) within Census Tract 80 in the City of Coalinga for the Dollar General Store, located at 550 E. Elm Ave.
2. Waive Second Reading and Adopt Ordinance No. 774 (Nonconforming Uses and Structures)
3. Adopt Resolution No. 3612 Authorizing the County of Fresno to Submit Application for a Grant and Act as Lead Agency for Household Hazardous Waste Programs
4. Employment Contract Extension for Police Chief
5. Treasurer's Report - Fund Balances Preliminary Report 6-30-13.
6. Check Register: 06/01/13 - 06/30/13

Council Member Keough had a question regarding Check Register and payments of \$214.56 3x times and \$214.55 once to PG&E. City Manager Ramirez indicated that staff would get back to him directly regarding his question.

7. Adoption of Resolution No. 3613-Ad Valorem Property Tax Assessment for Public Safety Employees of the City of Coalinga

Council Member Keough: What is a Public Safety Employee and/or who is considered a Public Safety Employee? It was answered that sworn-in police and fire department employees are considered public safety employees.

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Adoption of Resolution No. 3614 – An Intention to Vacate a Public Right-of-Way (Forest Avenue) and Setting a Date for Public Hearing

Sean Brewer, Assistant Community Development Director

Assistant Community Development Director Sean Brewer:

The City of Coalinga recently completed a traffic signal and street re-construction project at the intersection of Forest Avenue and Polk Street that re-aligned the intersection with the traffic signal and eliminated the Forest Avenue by-pass roadway connected to Polk Street. The intent is to vacate the public street and reserve the public utility easement along the adjoining property at the northwest corner of Forest Avenue and Polk Street identified as APNs 072-123-03 and 072-123-09.

Staff is recommending that the Council adopt Resolution No. 3614 and set the date of September 5, 2013 at 7:00 PM in the City Council Chambers for a public hearing to vacate the property (Forest Avenue). The Council is approving a Resolution of Intention to Vacate a Public Right-of-way and Setting Date of Public Hearing.

Council Member Keough asked about the City vacating a property. What does that really mean?

Mr. Brewer said it is when the City abandons the property back to the property owners. He thinks the previous owners were Zollie Knight and Bud Oneal.

Motion to Approve Resolution No. 3614 a Resolution of the City of Coalinga City Council for Intention to Vacate a Public Right-of-way and setting Date of Public Hearing Made by Council Member Garcia, Seconded by Council Member Keough. Motion Approved by a Roll--call (5/0) Vote: Garcia, Keough, Ramsey, Oxborrow, Lander.

2. Police Department-Monthly Report
Cal Minor

Police Chief Minor gave the following report:

This covers only a two week period from July 18 through July 31. In reference to personnel we have the same number of officers as the last report. There is one officer vacancy; one on light-duty pending some shoulder surgery; the officer involved in the off-duty accident has been released from the hospital and has an eight to ten week recovery period. This leaves one of our patrol shifts short one person. To fill that position we have to pull officers from narcotics investigations and other crimes.

Our reserve sergeant resigned his position because of increasing responsibilities. He has accepted a promotion to the Porterville area. We value his services and he will be missed.

We have three reserve candidates; all local individuals. We have stopped their backgrounds until we determine the budget situation. We have two paid and two unpaid reserves. They are a valuable asset because we train them to the same level as our regular officers.

Our biggest concern is our part-time animal control officer position. He excepted a full-time position with the City. With the closure of Claremont and other things, we utilized that position extensively. We now have one full-time officer in that position. In addition to their other duties, they had to assume the feeding and cleaning at the dog pound which has to be done everyday. Now we have to pay overtime or pay an officer to feed the animals on the weekends. Hopefully, we will be able to replace the part-time individual. In response to this, unless there is a vicious animal attack, etc., we hold the calls until the ACO is on duty.

Mayor Pro-tem Oxborrow asked if a volunteer might be able to assist in this situation.

Chief Minor said the problem is that we have open houses and meetings in an attempt to gain volunteers. We welcome volunteers to assist us. This situation is every weekend and is a substantial commitment.

Mayor Pro-tem Oxborrow suggested because of all the animal lovers in Coalinga to place an ad in the

paper.

Chief Minor said it would cost us the price for an ad. The city manager and he will talk about it and see if something can be done in that order. We have gone from 17 Citizens on Patrol down to two active individuals. Making a commitment has been an issue. It is never too late to revisit an issue.

Crimes are holding pretty steady

Residential burglaries are even

Commercial burglaries up one

Car burglaries dropped 3

Auto theft up 1

Narcotics arrests dropped significantly - down 1 for this period

For July the animal control officers picked up 25 shopping carts, we removed 7 dead animals, picked up 30 stray animals, reunited 5 with owners and removed 14 skunks. We cannot keep up with the skunks. We had 4 of them at the old city hall just this past week.

Case highlights - some of the phone calls at dispatch are questionable. On July 18 the dispatcher received a phone call from a female claiming she was at the airport in Phoenix saying they are trying to kill me. No other information was provided except not to call the police. We contacted Phoenix Airport Police and they could not find anything. We have no idea because the call was blocked.

On July 20th a lady noticed some individuals walking into an apartment complex carrying some weapons. We made contact with the individuals and they were all on probation. We did a safety search and observed a shotgun. Upon getting a search warrant the shotgun was seized. All were arrested for violation of patrol or patrolee in position of a firearm.

Please call us and bother us because these phone calls lead us to these types of situations. We don't mind taking phone calls from the public and we will investigate their concerns.

The 21st in early morning hours we had an alarm at Big 5. When the officers rolled up the building looked secure and they checked the front doors and they were open. They saw a shoe print on the door and the manager checked and found nothing missing. The person kicked the door just right and the door opened.

The next morning we had an attempted burglary on the Plaza with a broken window and a shoe print. With the surveillance tape from Big 5 we were able to identify the person responsible. .

In reference to all the warrants and arrests we have made over the years; one of the first warrants we did in 2009 and another in 2011 finally came to trial. The person was sentenced to 4 years in State prison.

Last year we had 2 stablings. The first individual accepted a 4 year prison sentence and the other was sentenced to 8 years in State prison. We are happy that some of these cases are working their way through the court system. Both of these individuals were arrested numerous times while they were awaiting trial on those original charges.

Council Member Garcia suggested that press releases on situations like this should be put in the paper.

3. Fire Department- Monthly Report

Steve Henry

Fire Chief Henry reported that the City has sent resources out of the City to the Aspen Fire and up near Huntington Lake. On the 25th firefighter/paramedics Eric Hasemann and Steve Benítez were assigned to assist as fire line paramedics. They were there for the crews on the fire line and they are stationed throughout the different divisions of the fire. Their responsibility is not only to be out with the crews doing the work but in case something goes wrong they are "on site" to begin ALS procedures.

The first day Paramedic Hasemann gets his first assignment in the wild land; this is his first assignment with us. He attended a patient suffering from heat exhaustion. Due to the smoke and inversion layer they could not get a medic flight helicopter up to transport this patient out. They took an incident helicopter, landed it near the patient and they were hauled up to the helicopter and the paramedic was told to get in. Our brand new paramedic got to fly into Fresno and treat the patient in route and then he was returned to the fire line..

On the 30th we had a brush engine staffed with Captain Billy Long, Firefighter/paramedic Marco Paez and firefighter Charlie Herold assigned to the incident. They are going to be part of a contingency group for a very large burning operation which is going to be conducted today, tomorrow and the next day. With any success, if this holds, we should then see containment on that fire quickly. As of 18:00 tonight the containment was up to 45% which is going to be the bottom side and origin of the fire. The open line is out in front and the burning operation is what they are doing. They have put in dozer lines and hand crew lines and they are going to burn off so that burning operation meets the front of the fire. Hopefully, the fire goes out. Hopefully, the weather will hold and a lot of things have to be in place to work efficiently. If not, that could delay the operation. Hopefully, there should be some type of improvement by the end of next week. Our medics will be back probably the later part of next week.

Concerning the Citywide Safety Community Program we have reestablished those meetings and started to firm up the committee. We reviewed where we are at and some of the things needing to be worked on. We'll get back to you in two more months. There are some things we are out of compliance on and we need to begin working on those and reporting to CalOSHA. We also need to do spot inspections and each department needs to do safety inspections.

Our EMS calls for the year: 1,114

Outside agency events: 99 coming into "C" zone which Coalinga represents. That was happening on a regular basis between January and March. We saw a marked increase for April, May, June. Those went up into the mid high 20's. The change is the way we restructured our reserves and our 3rd ambulance had an effect on those numbers. Missing those calls equal about \$57K in revenue.

Our metropolitan response has met its goal of responding within 10 minutes or less 98% of the time.

If you take the exceptions out and get challenged on the exceptions, then we can challenge why we were late; we forgot to press the button or we forgot to go on scene. If we put those in, we are at 100%. It is 10 minutes inside the metropolitan area and 20 minutes in the rural area. It is 100% if you take out the exceptions, 98% if we don't.

Calls for service: 256 total calls - 80% were EMS calls, 4% were fires with zero dollar loss, 1% hazardous condition calls, 13% good intent calls which are basically false alarms canceled in route, etc. 1% false alarm.

Our airport crash fire rescue training is scheduled for August 27, 28 and 29. He would like to extend an invitation to the council members and city manager to attend one of the training sessions and get out on the end of one of the nozzles. We'll put you in gear and allow you to fight the fire like the firefighters do. We are going to try to do that during one of the evening drills. He will get back to you on the exact date. Please let him know. It is a controlled atmosphere; the military sets it up for us and runs it for us and they are extremely happy we are doing this at the airport. They are offering any type of training we are interested in

doing. .

We have invited Fresno County and the Westside fire engines are coming. We will have a planning meeting with the district and the Navel Air Station representatives.

Total training hours this past month - 128 hours.

Mayor Lander expressed his interest in participating in that event.

7. ANNOUNCEMENTS

Council Member Keough said he has an announcement; it has two parts. On Saturday at Fresno State they are having Latino Water Coalition and the Delta Water Summit. He will be attending. Hours are 9:00 AM to 12:30 PM. It is in the Satellite Student Union. Many elected officials from the Central Valley are going to be there for question and answer sessions. coalition

He would like to get Council approval or place on the agenda a letter to be written to Senator Dianne Feinstein. There are a lot of local cities and counties writing her. We could go with COG but he thinks it would look good to come from Coalinga asking for immediate legislation due to the water crisis. He sent Mr. Ramirez a template letter which was written for Kings County. We could substitute Coalinga in its place. The letter explains pretty much in detail what he is talking about. Water is essential to this area. We just purchased an additional 197 acre feet because it is needed for our City. He is pleased the Council did that because it sets a precedence of need. He would really like to support the efforts of our local municipalities, Latino Water Coalition, the water alliance and all these different groups. A letter from us would be a good thing. As you can see for the past three years, our water allotment is going down. If we look at the pattern, we may be receiving less next year. They say there is less snow and more water being run out into the ocean. He is not a scientist on this but he does understand that we need the water.

City Manager Ramirez wants to remind the Council that we are having a second meeting on August 15; we want to start that meeting at 6:00 PM.

He was talking to Mr. Brewer in reference to the Planning Commission. They have been working on a Zoning Ordinance update and they are at a point where we should schedule a couple of workshops for the Council before the September 5 and October 3 meetings beginning at 6:00 PM. to introduce the work that the Planning Commission has done. Prior to the first workshop, we will give you a copy of the draft zoning ordinance. There is a lot involved in this effort and, hopefully, between the month of September and October the Council will have an opportunity to read the draft zoning ordinance document. You may ask questions and at that point staff will be looking to the Council for some direction on October 3. The Planning Commission may be present.

Mr. Brewer said it is very appropriate to have the Planning Commission present for these workshops. We could have 3 or 4 of our consultant group there.

City Manager Ramirez said you may recall the 2010 Census conducted in the community. At the time, we thought there was an issue with under-counting. Mr. Brewer took on the initiative and "dogged" that thing for a while. It turns out that they had not brought in all the Census tracks especially out at the PVSP and State hospital. We received a letter today which says according to the Official Records for the 23rd Decennial Census of the United States on file at the U. S. Census Bureau, as of April 1st, 2010, the City of Coalinga has a population of 18,087 people. We have 4344 inmates.

Thank you to Sean for "dogging" this. It is important to us as there are ramifications to us as to funding and other types of things which may come available to our community.

8. FUTURE AGENDA ITEMS

Mayor Pro-tem Oxborrow said it has been a while since Mr. Ramirez has been blessed with riding around the town checking for Code Enforcement issues. It would be nice to have an hour set aside next week where Mr. Brewer, yourself and he might ride around town, in the afternoon, to view any areas involving Code Enforcement.

Council Member Keough would like a letter written to Senator Diane Feinstein regarding the water issues in the Central Valley.

9. CLOSED SESSION

1. Conference with Labor Negotiator Government Code 54957.6. CITY NEGOTIATORS: Rene A. Ramirez, City Manager; Marissa Chavez, Human Resources Director; Laurie Avedisian, City Attorney, EMPLOYEE (ORGANIZATION): General Employees; Coalinga Police Officer's Association; International Association of Fire Fighter's; Non-Represented Employees;

10. ADJOURNMENT

Mayor Lander adjourned the meeting at 7:18 PM, PDT.

Ron Lander, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Minutes - August 1, 2013
Meeting Date:
From:
Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
📎	20130821143452302.pdf	Minutes - August 1, 2013

Minutes
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
MEETING AGENDA
August 15, 2013

1. CALL TO ORDER

Mayor Lander called the August 15, 2013 City Council Meeting to Order at 6:00 PM, PDT. He led the Council in the Pledge of Allegiance.

Council Members Present: Keough, Ramsey, Garcia, Lander (Oxborrow late)

City Clerk Wanda Earls

City Treasurer Olga Keough

Others Present: City Manager Rene Ramirez, City Attorney Laurie Avedisian, Police Chief Cal Minor, HR Director Marissa Chavez, City Finance Director Mari Jimenez, Assistant Community Development Director Sean Brewer, Administrative Analyst Mercedes Garcia, Economic Development Assistant Shannon Jensen, Police Lieutenant Scott Ingram

Mrs. Sharon Spurgeon, CRMC Administrator said she just received notification from the Department of Health Care Services that rural hospitals will be exempt from the Skilled Nursing Mandate. She wants to thank everyone within this community for their support and everything you did to get us through this hurdle. There is still a call back-item to be addressed, but at this point the 2008 freeze will be lifted and the rates will be adjusted and we will not have a rate reduction going forward.

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

Mayor Lander announced the presentation of the Bronze Award Pins to the Girl Scouts. Five young ladies are the recipients of this Bronze Award. A mother called the Mayor to ask what these young girls can do to participate in helping the community to be a better place. The other young ladies came to the Barbershop .

The Junior Cadet Group 2930 went on a journey in order to complete their Bronze Award. The goal was to complete the Bronze Award which is the highest achievement a Junior Girl Scout can earn. The process takes many steps. The girls learned many things this year in their attempt to make an impact on their community. They talked in depth about topics affecting them in school like bullying, stereotyping and how to step out of their own comfort zone to help a fellow student. They ended their journey with a play that was performed in Frame Park.

The Bronze Award Project came up during a regular meeting and the girls decided they were going to make a difference. Each girl came up with an idea they felt would better help their community; like a creek bed cleanup, a food drive, making blankets for Valley Children's Hospital, doing a fund raiser for a woman's shelter and collecting clothes for foster children. Each girl wanted to be fair to her sister scouts so they decided "heads-up seven-up" would be the only way to choose what projects would win. That is how "Helping Hands" was started. Each girl was separated in a community of her choosing and given a task of making letters to give to businesses, flyers, contracts, etc.

To earn the Bronze Award the girls had to met specific regulations. They had to complete a journal, create their time for the community for a project that was needed, make a plan, put it into action, spread the word and complete a minimum of 20 hours of community service. The result was amazing; they collect approximately 10 bins of donated clothing, 4 bins of miscellaneous items including school items, shoes and

bedding and two bags of toys.

The girls received their Bronze Award Certificates from Mayor Lander.

3. CITIZEN COMMENTS

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR (NONE)

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Council Consideration of a request from Warthan Place Apartments Investors, LP for Financial Assistance for the Warthan Place Apartments Multi-Family Housing Project

Sean Brewer, Assistant Community Development Director

Assistant Community Development Director Sean Brewer:

Based on previous discussions at previous Council Meetings, staff has been working with the developer of the Warthan Place Apartments to prepare an official request to the Council to consider the discussions the Council has had regarding the bond proceeds as well as the residual receipts loan which was previously requested.

The staff report is similar to previous meetings. John wanted to have an opportunity to provide an official request to consider, based on previous discussions, and based on the financial situation of his previous applications and future applications. Staff has provided updated financial information as well as performance scope for the project. If the Council should choose to move forward you would need to take action at the next Council Meeting to obligate the RDA bond proceeds as well as execute an agreement for the residual receipts loan.

Council Member Keough said he has questions for John.

You know where he stands, he has made his statement. He does want to say something before we vote tonight. In looking through items about the project it makes him think back to one of the past conversations. You explained what kind of folks would be renting these units. He thought you said librarian, firefighters, etc. did he understand that correctly?

Mr. John Cicerone said the Warthan Place Apartments are considered to be a workforce housing project. By that we mean it will be open to tenants who earn between 30% and 50% of the area median income. That is enforced through a regulation agreement which is recorded on the property. There would be two agreements; one with the City and one with the State. Each year there is a form published by the California Tax Credit Allocation Committee (it is on their website) the income is determined by the number of people who live in the household. The form he has is for 2013. For someone earning 50% of the area median income in Fresno County, with five people in the household, the income would be \$31,300.

Council Member Keough said he has \$46,000 as the median household income; by his records 50% would be \$23,000. Doing a basic Google search it says \$46,000 for this area is median household income. When you were explaining the types of people who would be coming here, he does not see that as being possible. He does not think librarians, firefighters, etc. make \$23,000.

Mr. Cicerone said we would be at 50% of the area median income. He is not certain where you are getting your information. He is telling you that the income levels they have to operate by are the ones shown on this report. If they earn in the low \$30,000's level they would be ineligible. A six person household at 50% is \$33,600. He can absolutely tell you that those incomes are correct. There is a regulatory agreement which will obligate me to meet these levels for 2013. It will change again in 2014.

Council Member Keough asked is \$33,000 what firefighters make per year.

Council Member Garcia said that would be possible in smaller cities; not for Coalinga.

Mr. Cicerone indicated it is for entry level workforce housing.

Council Member Keough said you named certain jobs so you gave that impression. Before the Council votes he thinks it only fair that it is very clear that the impression is not exactly right. It is a little misleading; it is not firefighters, librarians, etc.

Mr. Cicerone said your comment is absolutely right but he doesn't think he said that. He doesn't have the minutes before him and he was talking about entry workforce housing. He thinks he read the number from the income level. He doesn't recall that he mentioned those specific jobs.

Council Member Keough said he would let the Council decide. It says you intend to put a pool in Phase 1. Intentions are not good enough.

Mr. Cicerone said he will put in a pool. There are two amenities he plans to put in, a nice playground, which cost more than the pool. At full buildout he will build two community buildings. Each community building will be the heart of the community with a large entertainment room with high definition TV, games and classroom offering free social services to the tenants.

Council Member Keough verified that the librarians and the firefighters would have a pool.

RECOMMENDATION:

Council consideration of a financial request by the Warthan Place Apartment Investors, LP to allocate \$1.5 million in Successor Agency Housing Bond Proceeds and a deferral as a residual receipts loan of \$964,737 in impact fees for the Warthan Place Apartments Multi-Family Housing Project in Coalinga. Staff is recommending APPROVAL of this request

*Motion to Approve an Impact Fee Deferral Loan Agreement for \$964,737.00 Between the City of Coalinga and CFY Development, Inc. and the allocation of \$1.5M of successor housing bond proceeds to be allocated to the Warthan Place Apartments Project. Made by Council Member Garcia, Seconded by Council Member Ramsey and **Approved** by a Roll-call (3/1) Vote: Garcia, Ramsey, Lander (Keough against) (Oxborrow Absent)*

2. Provide Direction to the City's Voting Delegate and Alternate Delegate on League of California Resolutions

Rene A. Ramirez, City Manager

City Manager Rene Ramirez reported the League of California Cities Meeting will be in Sacramento the latter part of September. The direction made the past month was that the mayor and city manager would be representing the City. Part of the Annual League Conference is they have actions for which they ask for support. In this particular case, they are asking each of the cities to vote to gain a sense of support for the resolutions. One is a water matter and the other has to do with public safety.

The vote will be turned in by those attending the conference.

League of California Cities Resolutions:

Voting Choices

1. Resolution Calling Upon the Governor and the Legislature to work with the League of California Cities and to prioritize Water Bonds to Assist Local Government in Water Conservation, Ground Water Recharge and Reuse of Storm Water and Urban Runoff Programs.

Lander	Oxborrow	Garcia	Ramsey	Keough
Yes	Absent	Yes	Yes	Yes

2. Resolution Calling upon the Governor and Legislature to Enter into Discussions with the League and California Police Chiefs' Association Representatives to Identify and Enact Strategies that will Ensure the Success of Public Safety Realignment from a Local Municipal Law Enforcement Perspective.

Lander	Oxborrow	Garcia	Ramsey	Keough
Yes	Absent	Yes	Yes	Yes

Council Member Ramsey said they attended an ACCAP Meeting several days ago and they talked about the second resolution. A lot of cities are sending letters in support and ACCAP is writing a letter. He would solicit that Coalinga write a letter. The Council agreed.

3. Consideration of Bid Award for the Coalinga Plaza Street Reconstruction Project
Sean Brewer, Assistant Community Development Director

Assistant Community Development Director Sean Brewer:

This has been a longtime coming,

Staff is recommending that the Coalinga City Council award a construction contract in the amount of \$1,449,223.90 to Lee's Paving Inc., 1212 N. Plaza Drive, Visalia, CA 93291 for the Coalinga Plaza Street Reconstruction Project.

Background information is in his staff report. There has been discussion and workshops over several years. He wants to identify the fiscal impact. He really wants to let you know that our bid came in higher than anticipated engineer's cost estimate. We are used to seeing these bids coming in 20-30% lower; he thinks this identifies that the economy is changing a little and picking up. We have a tight window as to construction due to the fact we want to have the least amount of disturbance to the businesses on the Plaza.

Lee's Paving from Visalia has been used before on a previous project. Our construction management has worked on two projects with Lee's and had very successful projects.

We are working with a sign company; we have released the RFP and have chosen a sign company to work with. We should be bringing something back at the September meeting for approval of the design and award of the contract and the way-findings for the kiosk at Frame Park..

Motion to Award a Construction Contract in the amount of \$1,449,223.90 to Lee's Paving Inc., 1212 Plaza Drive, Visalia, CA for the Coalinga Plaza Street Reconstruction Project Made by Council Member Ramsey, Seconded by Council Member Garcia. Motion Approved by a Roll-call (4/0) Vote: Ramsey, Garcia, Keough, Lander (Oxborrow absent).

7. ANNOUNCEMENTS

Mayor Lander reported he was invited to attend the AERA Energy LLC 100th Year Anniversary which was held at the proposed auto museum. There were many presentations by state, county and federal officials and a nice presentation by the CEO of AERA Energy. He learned a lot about Shell Oil Company which he did

not know. He was very pleased to be a part of it. One of the original oil wells is still producing oil at 1.4 barrels per day.

Council Member Keough said he attended the Latino Water Summit two weeks in a row at Fresno State. There were many Valley legislators present. It was a good experience to learn of the water situation in the Valley. He was able to go out with COG to tour the proposed Temperance Flat Reservoir. He learned a lot about the upcoming water bond and what has happened the past 10 years. If and when this water bond is approved it is a 10 or 15 year project. Without water we are not going to grow or improve. This goes back when he asked the Council for a letter to Diane Feinstein to support this program. He appreciates the Council getting behind this. He has been representing Coalinga, on his days off, and bringing back home what he has learned.

City Manager Ramirez:

On July 11th the Council meet in a workshop setting providing us some direction to get an appraisal on the EDA buildings being converted to Condo's. Shannon Jensen and Sean Brewer have been working with an appraiser; he has completed his initial work and is in the process of preparing the report and we anticipate receiving that appraisal within two weeks. Once we receive that appraisal we will present it at a workshop or meeting to discuss the findings. We want to have a discussion as to where we set the fees, rates or sales prices for those buildings.

At the last Council meeting, he mentioned that at your next regularly scheduled meeting on September 5th, we would talk about having a workshop to introduce the Zoning Ordinance Update the Planning Commission has been working on. It is in the process of being reviewed by our legal attorneys Laura Avedisian and Dale Bajacalupi. We think the September 5 meeting is a little premature because we want our attorneys to do a good review of that document. Our goal is to get it into your hands by mid-September and, hopefully, by the October meeting to have a workshop. We want to give the Council as much time as needed for your review. It is a very important document as to planning for the community and we don't want to rush anything.

In reference to the NOVUS process, it was brought to his attention that we are not seeing any minutes to meetings. You should be able to see the minutes, going back to the first meeting that has been in NOVUS. Our Clerk Ms. Earls has done her job preparing the minutes. There is a formatting issue which Sean has been working on. They believe they have a handle on it. What happened when the minutes were prepared is there are some discussion items where the Council had not required a motion. What NOVUS was doing was placing everything in a format and it was indicating a motion was made and a vote, etc. It is confusing and they are fixing these things. The minutes have not been brought to you for approval but they are readily available to read. We want to correct this formatting issue.

On August 5th Chief Minor and HR Director Chavez and he had a conference call with a substance abuse program provider. They are located within the State. We are doing this as part of our due diligence. Those folks are going to provide for us a concept paper on their substance abuse program and also give us an idea of the costs. We are awaiting that and once received we probably will have addition conversation with them and, hopefully, some others.

The other things we did last week was to go to the Corcoran State Prison and they gave us a tour inside their substance abuse program. It is within the prison but outside the confines of the general population. They are behind razor wire and behind an electrified fence. There are approximately eighty inmates there. It was an opportunity to see the program at work. What was interesting to him was there were a couple of "lifers" inmates in there for life. They were providing counseling. They went through a program with the State and received something like 700 hours of training to counsel inmates on substance abuse and some mental health issues. It is part of our due diligence to find out what might be right for our facility out there.

8. FUTURE AGENDA ITEMS

Council Member Keough said he had brought up, at the July 11 meeting, that he would like to see something done about the Sports Complex on Cambridge Avenue.

City Manager Ramirez said Mercedes Garcia and he have been working on this for you. We are at a point with some information that we just want to clarify with the city attorney's office. We are hoping to place it on the meeting agenda in September. They had a conversation with the park's personnel so they are not caught by surprise.

9. CLOSED SESSION

1. Conference with Legal Counsel - Potential Litigation - Significant exposure to litigation pursuant to Government Code 54956.9(b). 1 case.
2. Conference with Legal Counsel - Existing Litigation Government Code 54956.9(d). Deborah S. Ireland v. City of Coalinga, Case No. 12CECG00171.
3. Conference with Labor Negotiator Government Code 54957.6. CITY NEGOTIATORS: Rene A. Ramirez, City Manager; Marissa Chavez, Human Resources Director; Laurie Avedisian, City Attorney. EMPLOYEE (ORGANIZATION): General Employees; Coalinga Police Officer's Association; Non-Represented Employees;

10. ADJOURNMENT

Mayor Lander adjourned the meeting at 6:35 PM, PDT.

Ron Lander, Mayor

City Clerk/Deputy Clerk

Date

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

Subject: Minutes - August 15, 2013
Meeting Date:
From:
Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
📎	20130821143509448.pdf	Minutes - August 15, 2013

September ___, 2013

Successor Agency to the Redevelopment
Agency of the City of Coalinga
155 W. Durian Avenue
Coalinga, CA 93210

To Whom It May Concern:

The City Council of the City of Coalinga, acting as the Housing Successor Agency to the former Redevelopment Agency of the City of Coalinga intends to use a portion of the available unexpended bond proceeds in the amount of \$10,000.00 to cover on-going expenses related to existing housing assistance activities.

The Coalinga Housing Successor Agency has determined that the expenditure is consistent with bond covenants and that there are sufficient funds available.

The use of these bond proceeds shall be included on the ROPS 13-14B. Please recognize this letter as the notice required by Health & Safety Code section 34176(g)(1)(B).

Sincerely,

Rene Ramirez
Executive Director

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

Subject: Notice to Successor Agency of the Housing Successor Agency's Intent to Use \$10,000 of Housing Bond Proceeds for Existing Housing Assistance Activities

Meeting Date: September 5, 2013

From: Rene A. Ramirez, City Manager

Prepared by: Shannon Jensen, Economic Development Assistant

I. RECOMMENDATION:

This staff report is for informational purposes to provide the required notice to the Successor Agency of the Housing Successor Agency's intent to use \$10,000 of Housing Bond Proceeds for existing housing assistance activities as required by AB 1484.

II. BACKGROUND:

AB1x 26, the Redevelopment Dissolution Act, was enacted on June 28, 2011 and was later upheld by the California Supreme Court. The Bill eliminated all redevelopment agencies effective February 1, 2012. On January 12, 2012 the City Council adopted Resolution No. 3489 accepting the designation and declaring the City's intent to serve as the Successor Agency and to retain the housing assets and functions of the former Redevelopment Agency.

On June 27, 2012 the Governor signed Assembly Bill 1484 (AB 1484), a budget trailer bill that took effect immediately. The bill made significant amendments to the original Redevelopment Dissolution Act. One of those amendments was the requirement of an audit called the Due Diligence Review (DDR). The DDR was to be conducted to give the State a thorough accounting of the unobligated cash and cash equivalents that were available for distribution to the affected taxing entities after enforceable obligations were paid. Two reviews were required, one for the housing funds and the other for non-housing funds. The Department of Finance (DOF) was required to issue a Finding of Completion to Successor Agencies that completed the DDRs to the DOF's satisfaction. Following the receipt of a Finding of Completion, Successor Agencies would be authorized to utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants.

The Coalinga Successor Agency received its Finding of Completion on May 9, 2013.

III. DISCUSSION:

The Housing Successor Agency continues to incur costs associated with low and moderate income housing assistance activities, such as loan servicing fees relating to housing assistance loans issued by the former RDA, as well as the City's attempts to secure grant funding to reinstate the City's former housing assistance programs. Staff anticipates incurring \$2,800 through the end of the calendar year and an additional \$7,200.00 during the ROPS 13-14B period from January 1, 2014 through June 30, 2014 for a total of \$10,000.

Of the \$10,000 requested, \$7,000 will be used for the payment of loan servicing fees to Self-Help Enterprises (SHE) on our former RDA housing assistance loans. There are currently 41 loans outstanding with a monthly charge of \$15 per loan for SHE's loan servicing assistance. This equates to \$615 per month,

but to be conservative the amount was rounded up to \$700. We will need to cover these monthly charges from September 2013 through June 30, 2014 on this upcoming ROPS. The remaining \$3,000 represents a grant preparation fee for SHE’s assistance in preparing a 2014 CDBG application, assuming the City is not awarded grant funds for our 2013 CDBG application.

The former Redevelopment Agency issued its 2009 Series B Tax Allocation Bond in the amount of \$2,800,000 on July 28, 2009. The indenture of trust approved when the 2009 Series B Bonds were sold requires all amounts in the project account to be used on housing related programs. To date \$2,240,989.23 in unexpended 2009 Series B Bond proceeds remained on account.

This use of bond proceeds is consistent with bond covenants and there are sufficient funds available.

The Indenture of Trust provides that proceeds shall be used “to increase or improve the supply of low and moderate income housing within or of benefit to the Project Area.” Therefore the proposed expenditure is consistent with the provisions of Indenture of Trust for the 2009 Series B Bonds.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

There shall be no impact to the General Fund.

ATTACHMENTS:

File Name	Description
 LTR 20-Day Notification Re Use of Bond Proceeds SHE Fees 090513.doc	20-Day Notification Letter

RESOLUTION NO. 3618

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
AUTHORIZING A CONTINUING BUDGET RESOLUTION TO COMMENCE ON
SEPTEMBER 6, 2013 AND TO END ON OCTOBER 3, 2013, PENDING THE
ADOPTION OF A 2013-2014 FISCAL YEAR CITY BUDGET**

WHEREAS, the fiscal year for the City of Coalinga ends on June 30, 2013; and

WHEREAS, the City Council has not yet adopted a new budget for the fiscal year commencing July 1, 2013; and

WHEREAS, the City Council anticipates adopting a new budget for the City of Coalinga by the month of October, 2013; and

WHEREAS, the City Council desires to authorize a continuation of usual and customary expenditures until such time as a new budget for the fiscal year 2013-2014 is adopted.

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

1. The City Manager is authorized to continue to expend the funds of the City, in a manner consistent with the expenses shown in the 2012-2013 budget, during the months of September through October 3, 2013, of the new fiscal year, or until the Council adopts a budget for the fiscal year commencing July 1, 2013, whichever first occurs.

2. The City Manager shall not make any capital expenditures during this time period which have not been previously authorized by the City Council, except in the event of a health or safety emergency.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Coalinga on the ____ day of _____, 2013, by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Ron Lander, Mayor

Cindy Johnson, Deputy City Clerk

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

Subject: FY 13/14 Continuing Budget Resolution No. 3618
Meeting Date: September 5, 2013
From: Rene A. Ramirez, City Manager
Prepared by: Mari Jimenez, Financial Services Director

I. RECOMMENDATION:

Staff is recommending the Council adopt Resolution No. 3618 providing authorization for a continuation of usual and customary City spending through the month of September 2013 and until a budget plan for FY14 is adopted. It is staff's goal to complete the budget process for FY14 during the month of September 2013.

II. BACKGROUND:

The Council adopted a similar continuing budget resolution on June 26, 2013 for the period of July 1 through September 5, 2013. The budget process has not been completed and for the City to continue to pay its bills and make payroll, this Resolution needs to be adopted.

III. DISCUSSION:

None.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

With the adoption of this Resolution, the City will be able to pay its usual and customary bills and make payroll during the month of September 2013.

ATTACHMENTS:

File Name	Description
☐ 9-5-13 Continuing Budget Resolution 3618 FY13-14.doc	Resolution No. 3618

RESOLUTION NO. PFA 13-02

**A RESOLUTION OF THE COALINGA PUBLIC FINANCING AUTHORITY BOARD
OF DIRECTORS AUTHORIZING A CONTINUING BUDGET RESOLUTION TO
COMMENCE ON SEPTEMBER 6, 2013, AND TO END ON OCTOBER 3, 2013,
PENDING THE ADOPTION OF A 2013-2014 FISCAL YEAR CITY BUDGET**

WHEREAS, the fiscal year for the Coalinga Public Financing Authority ends on June 30, 2013; and

WHEREAS, the Board of Directors has not yet adopted a new budget for the fiscal year commencing July 1, 2013; and

WHEREAS, the Board of Directors anticipates adopting a new budget for the Coalinga Public Financing Authority by the month of October, 2013; and

WHEREAS, the Board of Directors desires to authorize a continuation of usual and customary Authority expenditures until such time as a new budget for the fiscal year 2013-2014 is adopted.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Coalinga Public Financing Authority as follows:

1. The Executive Director is authorized to continue to expend the funds of the Authority, in a manner consistent with the expenses shown in the 2012-2013 budget, during the months of September through October 3, 2013, of the new fiscal year, or until the Board adopts a budget for the fiscal year commencing July 1, 2013, whichever first occurs.

2. The Executive Director shall not make any capital expenditures during this time period which have not been previously authorized by the Board of Directors, except in the event of a health or safety emergency.

The foregoing Resolution was adopted at a regular meeting of the Board of Directors of the Coalinga Public Financing Authority on the ____ day of _____, 2013, by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Ron Lander, Mayor

Cindy Johnson, Deputy City Clerk

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

Subject: FY 13/14 Continuing Budget Resolution No. PFA 13-02
Meeting Date: September 5, 2013
From: Rene A. Ramirez, City Manager
Prepared by: Mari Jimenez, Financial Services Director

I. RECOMMENDATION:

Staff is recommending the Public Finance Authority adopt Resolution No. PFA 13-02 providing authorization to allow for a continuation of usual and customary Public Finance Authority spending through the month of September 2013 and until the Public Finance Authority and City adopts its budget plan for FY13/14. It is staff's goal to complete the budget process for FY13/14 during the month of September 2013.

II. BACKGROUND:

The Public Finance Authority adopted a similar continuing budget resolution on June 26, 2013 for the period of July 1 through September 5, 2013. The budget process has not been wrapped up, and for the Public Finance Authority to continue to pay their bills, this Resolution needs to be adopted.

III. DISCUSSION:

None.

IV. ALTERNATIVES:

The Public Finance Authority could choose to not adopt this Resolution. Doing so, will prevent the Public Finance Authority from paying any of its bills until a budget plan for FY13/14 is adopted.

V. FISCAL IMPACT:

The fiscal impact is that normal Public Finance Authority operations can continue.

ATTACHMENTS:

File Name	Description
 9-5-13_PFA Continuing Budget Resolution 13-02_FY13-14.doc	Resolution No. PFA 13-02

RESOLUTION NO. SA-310

**A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE SUCCESSOR AGENCY
OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA
AUTHORIZING A CONTINUING BUDGET RESOLUTION TO COMMENCE ON
SEPTEMBER 6, 2013, AND TO END ON OCTOBER 3, 2013, PENDING THE
ADOPTION OF A 2013-2014 FISCAL YEAR CITY BUDGET**

WHEREAS, the fiscal year for the City of Coalinga ends on June 30, 2013; and

WHEREAS, the Board of Directors has not yet adopted a new budget for the fiscal year commencing July 1, 2013; and

WHEREAS, the Board of Directors anticipates adopting a new budget for the Successor Agency of the former Redevelopment Agency of the City of Coalinga by the month of October 2013; and

WHEREAS, the Board of Directors desires to authorize a continuation of usual and customary Agency expenditures until such time as a new budget for the fiscal year 2013-2014 is adopted.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors for the Successor Agency of the former Redevelopment Agency of the City of Coalinga as follows:

1. The Executive Director is authorized to continue to expend the funds of the Agency, in a manner consistent with the expenses shown in the 2012-2013 budget, during the months of September through October 3, 2013, of the new fiscal year, or until the Board adopts a budget for the fiscal year commencing July 1, 2013, whichever first occurs.

2. The Executive Director shall not make any capital expenditures during this time period which have not been previously authorized by the Board of Directors, except in the event of a health or safety emergency.

The foregoing Resolution was adopted at a regular meeting of the Board of Directors for the Successor Agency of the former Redevelopment Agency of the City of Coalinga on the _____ day of _____, 2013, by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Ron Lander, Mayor

Cindy Johnson, Deputy City Clerk

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

Subject: FY 13/14 Continuing Budget Resolution No. SA -310
Meeting Date: September 5, 2013
From: Rene A. Ramirez, City Manager
Prepared by: Mari Jimenez, Financial Services Director

I. RECOMMENDATION:

Staff is recommending the Successor Agency adopt Resolution SA-310 providing authorization to allow for a continuation of usual and customary Successor Agency spending through the month of September 2013 and until the Successor Agency and City adopts a fiscal plan for FY14. It is staff's goal to complete the budget process for FY14 during the month of September 2013.

II. BACKGROUND:

The Successor Agency adopted a similar continuing budget resolution on June 26, 2013 for the period of July 1 through September 5, 2013. The budget process has not been completed to date and for the Successor Agency to continue to pay their bills, this Resolution needs to be adopted.

III. DISCUSSION:

None.

IV. ALTERNATIVES:

The Successor Agency could choose to not adopt this Resolution. Doing so, will prevent the Successor Agency from paying any of its bills until a budget plan for FY14 is adopted.

V. FISCAL IMPACT:

The fiscal impact is that normal Successor Agency operations can continue.

ATTACHMENTS:

File Name	Description
 9-5-13_SA-RDA Continuing Budget Resolution SA-310 FY13-14.doc	Resolution No. SA-310



CITY OF COALINGA

The Sunny Side of the Valley

CHECK REGISTER

COUNCIL MEETING OF
September 5, 2013

Expenses 7/1/13 through 7/31/13 Registers: # 45715 - # 45862 \$ 1,369,653.39

Paychex Payroll Service:

Pay Period Ending	6/30/2013	Direct Deposit plus Payroll Checks	\$	153,633.00
Pay Date:	7/5/2013	Benefit, Taxes, Garnishment Checks	\$	110,607.86
		Paychex Service Fee	\$	745.58
		Payroll Total	\$	264,986.44

Pay Period Ending	7/14/2013	Direct Deposit plus Payroll Checks	\$	138,280.48
Pay Date:	7/19/2013	Benefit, Taxes, Garnishment Checks	\$	100,227.24
		Paychex Service Fee	\$	627.45
		Payroll Total	\$	239,135.17

TOTAL CHECK REGISTERS THROUGH: 7/31/13 \$ 1,873,775.00

				<u>Void Checks</u>	<u>Check Amount</u>
Check No: 45715		Check Date: 07/05/2013			
Vendor: F1364		First Bankcard Center			
23396	B32868 WP 5/13 Chemsan Chemicals	05/10/2013 B32868	Statement Closing	0.00	40.99
20619S	B32868 WWP Safety Equipment	05/10/2013 B32868	Statement Closing	0.00	178.56
14586027	B32868 WWP REG-6/4/13 Excel Train-O'Nea	05/20/2013 B32868	Statement Closing	0.00	79.00
7000667258	B32868 WP AWWA G100-11 Operation & Mgmt	05/24/2013 B32868	Statement Closing	0.00	47.50
S1576812.0	B32868 WP 5/13 Ammonia Pump Motor	05/28/2013 B32868	Statement Closing	0.00	613.09
B1-2693896	B32868 WP 6/13 HughesNet Internet	05/18/2013 B32868	Statement Closing	0.00	49.99
16	B32868 WP 5/13 CDPH Inspection Meals	05/23/2013 B32868	Statement Closing	0.00	17.93
14586026	B32868 WWP REG-6/4/13 Excel Train-Masay	05/20/2013 B32868	Statement Closing	0.00	79.00
14586025	B32868 WWP REG-6/5/13 Excel Train-Masaya	05/20/2013 B32868	Statement Closing	0.00	49.00
77139S	B32868 WP SCADA Pgm Computer/Software	06/05/2013 B32868	Statement Closing	0.00	923.43
14586030	B32868 WWP REG-6/5/13 Excel Train-O'Neal	05/20/2013 B32868	Statement Closing	0.00	49.00
15-MEALS	B32868 WP Training Masaya/O'Neal Excel	06/04/2013 B32868	Statement Closing	0.00	20.52
7374-MEALS	B32868 WP Training Masaya/O'Neal Excel	06/05/2013 B32868	Statement Closing	0.00	18.89
		Check Total:			2,166.90
		Date Totals:		0.00	2,166.90

Check No: 45716		Check Date: 07/08/2013			
Vendor: A0134		Artic Air			
ARC-03JUL2	B32885 07/13 FD Replace A/C Deposit	07/03/2013 B32885	07/13 FD Replace A	0.00	3,137.00
		Check Total:			3,137.00

Check No: 45717		Check Date: 07/08/2013			
Vendor: P1907		PARSAC			
14-105	B33081 FY 13/14 WWP Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	2,398.15
14-105	B33081 FY 13/14 PW Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	4,494.44
14-105	B33081 FY 13/14 PW Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	4,204.45
14-105	B33081 FY 13/14 WP Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	5,639.25
14-105	B33081 FY 13/14 PW Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	2,230.18
14-105	B33081 FY 13/14 PW Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	740.26
14-105	B33081 FY 13/14 Bldg Maint Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	444.88
14-105	B33081 FY 13/14 SC Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	1,715.66
14-105	B33081 FY 13/14 Bldg Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	1,746.79
14-105	B33081 FY 13/14 CE Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	1,637.33
14-105	B33081 FY 13/14 FD Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	27,883.06
14-105	B33081 FY 13/14 PW Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	1,225.96
14-105	B33081 FY 13/14 HR Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	1,992.18
14-105	B33081 FY 13/14 FIN Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	683.89
14-105	B33081 FY 13/14 Admin Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	1,651.27
14-105	B33081 FY 13/14 Planning Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	600.44
14-105	B33081 FY 13/14 Council Property Ins	06/14/2013 B33081	FY 13/14 Property	0.00	545.00
14-42	B33081 FY 13/14 EDA Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	372.65
14-42	B33081 FY 13/14 RDA Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	8,996.04
14-42	B33081 FY 13/14 UB Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	23,549.02
14-42	B33081 FY 13/14 Transit Worker's Comp In	06/10/2013 B33081	FY 13/14 Worker's	0.00	15,621.52
14-42	B33081 FY 13/14 Sanitation Worker's Comp	06/10/2013 B33081	FY 13/14 Worker's	0.00	3,784.99
14-42	B33081 FY 13/14 PW Worker's Comp	06/10/2013 B33081	FY 13/14 Worker's	0.00	5,871.12
14-42	B33081 FY 13/14 WWP Worker's Comp	06/10/2013 B33081	FY 13/14 Worker's	0.00	11,484.76
14-42	B33081 FY 13/14 PW Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	21,523.91
14-42	B33081 FY 13/14 PW Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	20,135.18
14-42	B33081 FY 13/14 WP Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	27,006.43
14-42	B33081 FY 13/14 PW Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	10,680.35
14-42	B33081 FY 13/14 PW Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	3,545.12
14-42	B33081 FY 13/14 AIR Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	548.91
14-42	B33081 FY 13/14 Bldg Maint Worker's Comp	06/10/2013 B33081	FY 13/14 Worker's	0.00	2,130.53
14-42	B33081 FY 13/14 SC Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	8,216.33
14-42	B33081 FY 13/14 Bldg Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	8,365.41
14-42	B33081 FY 13/14 CE Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	7,841.19
14-42	B33081 FY 13/14 FD Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	133,532.23
14-42	B33081 FY 13/14 PD Worker's Comp Ins	06/10/2013 B33081	FY 13/14 Worker's	0.00	170,397.14
14-09	B33081 FY 13/14 EDA Liability Ins	06/14/2013 B33081	FY 13/14 Liability	0.00	240.82
14-09	B33081 FY 13/14 RDA Liability Ins	06/14/2013 B33081	FY 13/14 Liability	0.00	5,813.71

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14-09	B33081 FY 13/14 UB Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	15,218.61
14-09	B33081 FY 13/14 Sanitation Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	2,446.06
14-09	B33081 FY 13/14 PW Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	3,794.23
14-09	B33081 FY 13/14 WWP Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	7,422.05
14-09	B33081 FY 13/14 PW Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	13,909.88
14-09	B33081 FY 13/14 PW Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	13,012.40
14-09	B33081 FY 13/14 PW Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	17,452.96
14-09	B33081 FY 13/14 PW Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	6,902.20
14-09	B33081 FY 13/14 PW Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	2,291.04
14-09	B33081 FY 13/14 Bldg Maint Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	1,376.86
14-09	B33081 FY 13/14 SC Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	5,309.82
14-09	B33081 FY 13/14 Bldg Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	5,406.16
14-09	B33081 FY 13/14 CE Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	5,067.39
14-09	B33081 FY 13/14 FD Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	86,295.51
14-09	B33081 FY 13/14 PD Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	110,119.54
14-09	B33081 FY 13/14 HR Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	6,165.60
14-42	B33081 FY 13/14 Planning Worker's Comp	06/10/2013 B33081 FY 13/14 Worker's	0.00	2,875.49
14-09	B33081 FY 13/14 FIN Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	2,116.58
14-71	B33081 FY 13/14 Commercial Crime Bond	06/10/2013 B33081 FY 13/14 Commercial	0.00	1,266.00
14-09	B33081 FY 13/14 Admin Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	5,110.53
14-09	B33081 FY 13/14 Planning Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	1,858.29
14-09	B33081 FY 13/14 Council Liability Ins	06/14/2013 B33081 FY 13/14 Liability	0.00	1,686.76
14-105	B33081 FY 13/14 EDA Property Ins	06/14/2013 B33081 FY 13/14 Property	0.00	77.81
14-105	B33081 FY 13/14 RDA Property Ins	06/14/2013 B33081 FY 13/14 Property	0.00	1,878.48
14-105	B33081 FY 13/14 UB Property Ins	06/14/2013 B33081 FY 13/14 Property	0.00	4,917.30
14-42	B33081 FY 13/14 Admin Worker's Comp Ins	06/10/2013 B33081 FY 13/14 Worker's	0.00	7,907.96
14-42	B33081 FY 13/14 Council Worker's Comp	06/10/2013 B33081 FY 13/14 Worker's	0.00	2,610.01
14-105	B33081 FY 13/14 Sanitation Property Ins	06/14/2013 B33081 FY 13/14 Property	0.00	790.35
14-105	B33081 FY 13/14 PD Property Ins	06/14/2013 B33081 FY 13/14 Property	0.00	35,580.87
14-42	B33081 FY 13/14 FIN Worker's Comp Ins	06/10/2013 B33081 FY 13/14 Worker's	0.00	3,275.16
14-42	B33081 FY 13/14 HR Worker's Comp Ins	06/10/2013 B33081 FY 13/14 Worker's	0.00	9,540.55
Check Total:				933,173.00
Date Totals:			0.00	936,310.00

Check No: 45718 Check Date: 07/12/2013

Vendor: A0134 Artic Air

ART-11JUL2	B32885 07/13 FD Replace A/C Final	07/03/2013 B32885 07/13 FD Replace A	0.00	3,138.00
Check Total:				3,138.00

Check No: 45719 Check Date: 07/12/2013

Vendor: S0421 AT&T

2481346552	07/13 AMB 248-134-6552-266-0 Local Svc	07/01/2013 07/13 AMB 248-134-6552-26	0.00	7.61
2388510691	07/13 Lift Station 238-0691-691-6 Local	07/01/2013 07/13 Lift Station 238-06	0.00	31.71
Check Total:				39.32

Check No: 45720 Check Date: 07/12/2013

Vendor: A2831 Avaya Inc.

2732615546	05/28/13-08/27/13 Transit Merlin Phone	06/14/2013 05/28/13-08/27/13 Transit	0.00	29.90
2732608390	06/13/13-09/12/13 FD Merlin Phone	06/14/2013 06/13/13-09/12/13 FD Merl	0.00	334.44
2732615546	05/28/13-08/27/13 Admin Merlin Phone	06/14/2013 05/28/13-08/27/13 Admin M	0.00	1,465.18
Check Total:				1,829.52

Check No: 45721 Check Date: 07/12/2013

Vendor: B1176 Dan Bonilla

TR8991-MEA	07/16/13-07/18/13 MEALS HACH Water	07/10/2013 07/16/13-07/18/13 MEALS H	0.00	30.00
Check Total:				30.00

Check No: 45722 Check Date: 07/12/2013

Vendor: B1086 Bureau of Reclamation

1406200417	B31991 09/13 Water Delivery Est 600 AF	07/11/2013 B31991 09/13 Water Delive	0.00	46,242.00
1406200417	B31991 06/13 Water M & I Restoration	07/11/2013 B31991 09/13 Water Delive	0.00	10,494.88
1406200417	B31991 06/13 Water Trinity M & I Payment	07/11/2013 B31991 09/13 Water Delive	0.00	26.80
1406200417	B31991 06/13 Water Delivery Adjustment	07/11/2013 B31991 09/13 Water Delive	0.00	4,315.92
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Check No: 45723	Check Date: 07/12/2013				
Vendor: R2398	C. A. Reding Co., Inc.				
262691	A59906 07/19/13-10/18/13 FD Copier Maint	06/19/2013 A59906 07/19/13-10/18/13		0.00	135.80
	Check Total:				135.80
Check No: 45724	Check Date: 07/12/2013 VOID				
Vendor: C0152	Central California EMS Agency				
LOY-JULY20	A59898 2013 Paramedic Recert WLOY	06/26/2013 A59898 2013 Paramedic Rec		200.00	
	Check Total:			200.00	
Check No: 45725	Check Date: 07/12/2013				
Vendor: D1862	Doubletree by Hilton Hotel				
TR8476-LOD	07/14/13-07/16/13 LODGING ARouch SLI	07/10/2013 07/14/13-07/16/13 LODGING		0.00	288.79
	Check Total:				288.79
Check No: 45726	Check Date: 07/12/2013				
Vendor: E0115	Earthlink, Inc.				
465248529	06/29/13-07/28/13 Biz Site Monthly Fee	06/29/2013 06/29/13-07/28/13 Biz Sit		0.00	26.95
	Check Total:				26.95
Check No: 45727	Check Date: 07/12/2013				
Vendor: E0065	EBS				
H30996-000	07/13 EE H30996-0000 HMO Health Ins	07/11/2013 07/13 H30996-0000 HMO Hea		0.00	11,501.77
H30996-000	07/13 ER H30996-0000 HMO Health Ins	07/11/2013 07/13 H30996-0000 HMO Hea		0.00	63,215.07
PRE-JUL201	07/13 ER Premier Access Dental Ins	07/11/2013 07/13 Premier Access Dent		0.00	6,127.14
PRE-JUL201	07/13 EE Premier Access Dental Ins	07/11/2013 07/13 Premier Access Dent		0.00	1,115.01
VSP-JUL201	07/13 ER VSP Vision Insurance	07/11/2013 07/13 VSP Vision Insuranc		0.00	81.20
920902	07/13 EE 920902 PPO Health Ins	07/11/2013 07/13 920902 PPO Health I		0.00	3,695.94
920902	07/13 ER 920902 PPO Health Ins	07/11/2013 07/13 920902 PPO Health I		0.00	21,135.49
VSP-JUL201	07/13 EE VSP Vision Insurance	07/11/2013 07/13 VSP Vision Insuranc		0.00	12.79
VSP-JUL201	07/13 EE VSP Vision Insurance	07/11/2013 07/13 VSP Vision Insuranc		0.00	207.38
VSP-JUL201	07/13 ER VSP Vision Insurance	07/11/2013 07/13 VSP Vision Insuranc		0.00	1,384.05
	Check Total:				108,475.84
Check No: 45728	Check Date: 07/12/2013				
Vendor: P3663	Alvaro Preciado				
TR8992-MEA	07/16/13-07/18/13 MEALS HACH Water	07/10/2013 07/16/13-07/18/13 MEALS H		0.00	30.00
	Check Total:				30.00
Check No: 45729	Check Date: 07/12/2013				
Vendor: R0048	Alex Rouch				
TR8476-MEA	07/14/13-07/17/13 MEALS SLI Class	07/10/2013 07/14/13-07/17/13 MEALS S		0.00	170.00
	Check Total:				170.00
Check No: 45730	Check Date: 07/12/2013				
Vendor: S0453	San Luis & Delta-Mendota				
1406200417	B31992 06/13 Water Delivery Adjustment	07/11/2013 B31992 08/13 Water Delive		0.00	2,491.44
1406200417	B31992 08/13 Water Delivery Est 520 AF	07/11/2013 B31992 08/13 Water Delive		0.00	23,134.80
	Check Total:				25,626.24
Check No: 45731	Check Date: 07/12/2013				
Vendor: S0083	Shaw's Air Conditioning & Heating				
PMA218-13	A59867 04/13 WP A/C Maintenance	07/02/2013 A59867 04/13 WP A/C Maint		0.00	475.00
	Check Total:				475.00
Check No: 45732	Check Date: 07/12/2013				
Vendor: A0126	Applied Spectrometry Associate				
4186	B32831 06/13 WP Chemsan Parts Tax	07/01/2013 B32831 06/13 WP Chemsan		0.00	37.67
	Check Total:				37.67
Check No: 45733	Check Date: 07/12/2013				
Vendor: A2747	AT&T Mobility				
X06272013	06/13 698-4614 User: 13 PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch		0.00	37.95
X06272013	06/13 698-4337 User 14: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch		0.00	37.95
X06272013	06/13 210-4792 User 19 Data Transfer	06/19/2013 06/13 PD Data Transfer Ch		0.00	37.95
X06272013	06/13 698-4685 User 11: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch		0.00	37.95
X06272013	06/13 698-4629 User 12: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch		0.00	37.95
X06272013	06/13 210-4537 User 8: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch		0.00	37.95
X06272013	06/13 210-1969 User 3: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch		0.00	37.95
X06272013	06/13 210-1810 User 2: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch		0.00	37.95
X06272013	06/13 210-2573 User 6: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch		0.00	37.95
X06272013	06/13 210.4448 User 7: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch		0.00	37.95

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X06272013	06/13 210-2118 UOne: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch	0.00	37.95
X06272013	06/13 698-4688 User 10: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch	0.00	37.95
X06272013	06/13 698-4711 User 9: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch	0.00	37.95
X06272013	06/13 630-4433 User: 18 Data Transfer	06/19/2013 06/13 PD Data Transfer Ch	0.00	38.15
X06272013	06/13 630-4888 User: 17 Data Transfer	06/19/2013 06/13 PD Data Transfer Ch	0.00	37.95
X06272013	06/13 210-2185 User 4: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch	0.00	37.95
X06272013	06/13 210-2367 User 5: PD Data Transfer	06/19/2013 06/13 PD Data Transfer Ch	0.00	38.15
X06272013	06/13 698-4316 User: 15 Data Transfer	06/19/2013 06/13 PD Data Transfer Ch	0.00	37.95
X06272013	06/13 630-5122 User 16 Data Transfer	06/19/2013 06/13 PD Data Transfer Ch	0.00	37.95
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Check No: 45734	Check Date: 07/12/2013			
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X07022013	06/13 362-4031 Amb Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	10.40
X07022013	06/13 362-4032 Amb Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	10.88
X07022013	06/13 362-5042 PW 50% Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	16.26
X07022013	06/13 362-5042 PW 50% Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	16.27
X07022013	06/13 362-6567 PW 50% Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	16.27
X07022013	06/13 362-6567 PW 50% Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	16.26
X07022013	06/13 210-4509 City Manager Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	124.01
X07022013	06/13 630-2536 Bldg Cell Phone Charges	06/24/2013 06/13 City Cell Phone Cha	0.00	40.52
X07022013	06/13 362-4034 Amb Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	10.40
X07022013	06/13 362-4044 AMB Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	10.88
X07022013	06/13 698-4142 Code Enf. Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	40.53
X07022013	06/13 362-4051 PW 50% Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	6.91
X07022013	06/13 362-4030 Fire Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	10.88
X07022013	06/13 362-4050 PW 50% Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	8.40
X07022013	06/13 362-4051 PW 50% Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	6.91
X07022013	06/13 630-4738 Skate Park Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	10.88
X07022013	06/13 362-4050 PW 50% Cell Phone	06/24/2013 06/13 City Cell Phone Cha	0.00	8.39
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Check No: 45735	Check Date: 07/12/2013			
Vendor: A0250	Automated Office Systems			
CNIN457585	A59780 06/13 PD Copies Made	06/20/2013 A59780 06/13 PD Copies Ma	0.00	78.95
Check Total:				78.95
Check No: 45736	Check Date: 07/12/2013			
Vendor: A0779	dba., AZ Commercial			
5919578927	A59861 06/13 WP Hose Clamps	06/06/2013 A59861 06/13 WP Hose Clam	0.00	27.06
5919578922	A59851 06/13 WP Vehicle Maint Supplies	06/06/2013 A59851 06/13 WP Vehicle M	0.00	313.25
Check Total:				340.31
Check No: 45737	Check Date: 07/12/2013			
Vendor: B3240	Blue Valley Automotive			
214008	A59655 06/13 SC Fuel Filters Shop Stock	06/07/2013 A59655 06/13 SC Fuel Filt	0.00	33.70
213970	A59655 06/13 SC Filters Shop Stock	06/06/2013 A59655 06/13 SC Filters S	0.00	94.36
214017	A59655 06/13 SC Oil Filters Shop Stock	06/07/2013 A59655 06/13 SC Oil Filte	0.00	126.88
214230	A59655 06/13 PD Unit 208 Oil	06/21/2013 A59655 06/13 PD Unit 208	0.00	23.79
214228	A59655 06/13 PD Unit 208 Oil Filter	06/21/2013 A59655 06/13 PD Unit 208	0.00	4.85
214133	A59655 06/13 Sanitation Unit 88 Filters	06/17/2013 A59655 06/13 Sanitation U	0.00	142.13
Check Total:				425.71
Check No: 45738	Check Date: 07/12/2013			
Vendor: C0144	California Building Standards Commission			
CAB-JUN201	A59915 04/13-06/13 Quarterly Bldg Fees	07/02/2013 A59915 04/13-06/13 Quarte	0.00	21.60
Check Total:				21.60
Check No: 45739	Check Date: 07/12/2013			
Vendor: C0002	California Rural Water Assoc.			
TR8991-REG	07/16/13-07/18/13 REGI DBonilla HACH	07/10/2013 07/16/13-07/18/13 REGI DB	0.00	375.00
TR8992-REG	07/16/13-07/18/13 REGI APreciado HACH	07/10/2013 07/16/13-07/18/13 REGI AP	0.00	375.00
Check Total:				750.00
Check No: 45740	Check Date: 07/12/2013			
Vendor: C0471	Chemsearch			
1154271	B32865 06/13 WWP Operating Supplies	06/28/2013 B32865 06/13 WWP Operatin	0.00	830.10
Check Total:				830.10

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Check No: 45741	Check Date: 07/12/2013				
Vendor: C0035	Coalinga Regional Medical Ctr				
248228	A59774 04/13 PD Labs	04/19/2013 A59774 04/13 PD Labs		0.00	30.00
Check Total:					30.00
Check No: 45742	Check Date: 07/12/2013				
Vendor: D3012	DataProse, Inc.				
742052	B32922 04/13 Postage Utility Bills	05/31/2013 B32922 04/13 Postage Util		0.00	2,017.02
742052	B32922 04/13 FTP Site	05/31/2013 B32922 04/13 Postage Util		0.00	83.22
742052	B32922 04/13 Print/Mail 10 Day Notices	05/31/2013 B32922 04/13 Postage Util		0.00	280.00
742052	B32922 04/13 Print/Mail Utility Bills	05/31/2013 B32922 04/13 Postage Util		0.00	1,040.95
Check Total:					3,421.19
Check No: 45743	Check Date: 07/12/2013				
Vendor: D0229	Dept. of Conservation				
SMIP-JUN20	A59914 04/13-06/13 Quarterly SMIP Fees	07/02/2013 A59914 04/13-06/13 Quarte		0.00	74.27
Check Total:					74.27
Check No: 45744	Check Date: 07/12/2013				
Vendor: F0077	Fastenal Company				
CALEM7968	B33047 01/13 WWP Operating Supplies	01/31/2013 B33047 01/13 WWP Operatin		0.00	752.74
CALEM7969	B33043 01/13 WWP Operating Supplies	01/31/2013 B33043 01/13 WWP Operatin		0.00	495.48
CALEM7965	B33045 01/13 WWP Operating Supplies	01/31/2013 B33045 01/13 WWP Operatin		0.00	2,166.19
CALEM7966	B33046 01/13 WWP Operating Supplies	01/31/2013 B33046 01/13 WWP Operatin		0.00	721.90
Check Total:					4,136.31
Check No: 45745	Check Date: 07/12/2013				
Vendor: F0019	FedEx				
2-297-2585	A59775 05/13 PD Shipment 871497555708	06/07/2013 A59775 05/13 PD Shipping		0.00	26.18
2-312-4348	A59785 06/13 PD Shipment 871497555682	06/21/2013 A59785 06/13 PD Shipping		0.00	25.94
2-312-4348	A59785 06/13 PD Shipment 871497555693	06/21/2013 A59785 06/13 PD Shipping		0.00	96.85
Check Total:					148.97
Check No: 45746	Check Date: 07/12/2013				
Vendor: P0289	Fred Pryor Seminars, Inc.				
1157094	B33048 WP Computer Software Manuals	06/14/2013 B33048 WP Computer Softwa		0.00	386.31
Check Total:					386.31
Check No: 45747	Check Date: 07/12/2013				
Vendor: G0389	General Chemical Performance				
90571576	B31846 06/13 WP Aluminum Sulfate	06/20/2013 B31846 06/13 WP Aluminum		0.00	4,169.38
Check Total:					4,169.38
Check No: 45748	Check Date: 07/12/2013				
Vendor: G1180	Golden State Flow				
I-038072	B32938 06/13 PW Water Meter Parts	06/13/2013 B32938 06/13 PW Water Met		0.00	4,555.17
Check Total:					4,555.17
Check No: 45749	Check Date: 07/12/2013				
Vendor: G0372	Grainger				
9148834584	A59557 05/13 WP Operating Supplies	05/22/2013 A59557 05/13 WP Operating		0.00	44.12
9148569974	A59557 05/13 WP Operating Supplies	05/22/2013 A59557 05/13 WP Operating		0.00	337.24
9151633345	A59559 05/13 WP Safety Equipment	05/28/2013 A59559 05/13 WP Safety Eq		0.00	283.67
9151916310	A59559 05/13 WP Safety Equipment	05/28/2013 A59559 05/13 WP Safety Eq		0.00	22.04
9142621508	A32852 05/13 WP Safety Equipment	05/15/2013 A32852 05/13 WP Safety Eq		0.00	688.90
9163808968	B33039 06/13 WP Operating Supplies	06/10/2013 B33039 06/13 WP Operating		0.00	959.42
9135998434	A59548 05/13 WP Safety Equipment	05/07/2013 A59548 05/13 WP Safety Eq		0.00	256.71
Check Total:					2,592.10
Check No: 45750	Check Date: 07/12/2013				
Vendor: G0275	Granite Construction Company				
495537	B32939 06/13 PW Caltrans Glass	06/13/2013 B32939 06/13 PW Caltrans		0.00	229.53
495537	B32939 06/13 PW ASTM Sand	06/13/2013 B32939 06/13 PW ASTM Sand		0.00	291.07
495537	B32939 06/13 PW Cold Mix	06/13/2013 B32939 06/13 PW Cold Mix		0.00	2,074.51
Check Total:					2,595.11
Check No: 45751	Check Date: 07/12/2013				
Vendor: P0039	Precision Graphics				
9782	B32696 05/13 FD Vehicle Graphics	05/09/2013 B32696 05/13 FD Vehicle G		0.00	561.28
Check Total:					561.28

				<u>Void Checks</u>	<u>Check Amount</u>
Check No: 45752	Check Date: 07/12/2013				
Vendor: H0852	Hach Company				
8313931	B32857 05/13 WP Lab Supplies	05/24/2013 B32857	05/13 WP Lab Suppl	0.00	792.29
Check Total:					792.29
Check No: 45753	Check Date: 07/12/2013				
Vendor: I2890	Industrial Electrical Co.				
1044489	A59860 06/13 WWP Aerator Motor Repairs	06/13/2013 A59860	06/13 WWP Aerator	0.00	425.00
Check Total:					425.00
Check No: 45754	Check Date: 07/12/2013				
Vendor: J0332	Jensen's Locksmith Services				
0618201300	A59776 06/13 PD Padlock Keys	06/18/2013 A59776	06/13 PD Padlock K	0.00	30.00
Check Total:					30.00
Check No: 45755	Check Date: 07/12/2013				
Vendor: J2363	Judicial Data Systems Corp.				
3823	A59784 05/13 PD Parking Citations Filed	06/17/2013 A59784	05/13 PD Parking C	0.00	100.00
Check Total:					100.00
Check No: 45756	Check Date: 07/12/2013				
Vendor: P2916	214- Praxair Distribution, Inc.				
46576369	A59960 06/13 AMB Medcial Oxygen	06/28/2013 A59960	06/13 AMB Medcial	0.00	134.76
Check Total:					134.76
Check No: 45757	Check Date: 07/12/2013				
Vendor: P0011	Jaroth, Inc. dba PTS				
538796	A59779 05/13 PD Public Pay Phone Fees	06/17/2013 A59779	05/13 PD Public Pa	0.00	100.00
Check Total:					100.00
Check No: 45758	Check Date: 07/12/2013				
Vendor: P1422	Purchase Power				
1543444188	B32923 06/20/13 PW Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	3.16
1543444188	B32923 06/20/13 HR Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	83.57
1543444188	B32923 06/20/13 RDA Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	10.76
1543444188	B32923 06/20/13 Council Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	8.28
1543444188	B32923 06/20/13 WP Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	84.61
1543444188	B32923 06/20/13 PD Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	256.65
1543444188	B32923 06/20/13 FD Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	27.50
1543444188	B32923 06/20/13 Transit Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	1.84
1543444188	B32923 06/20/13 Bldg Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	17.66
1543444188	B32923 06/20/13 Planning Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	58.18
1543444188	B32923 06/20/13 CE Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	914.40
1543444188	B32923 06/20/13 FIN Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	1,029.85
1543444188	B32923 06/20/13 UB Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	860.35
1543444188	B32923 06/20/13 Admin Postage Refill	06/20/2013 B32923	06/20/13 Postage R	0.00	143.19
1543444188	B32923 06/20/13 Refill Transaction Fee	06/20/2013 B32923	06/20/13 Postage R	0.00	35.00
Check Total:					3,535.00
Check No: 45759	Check Date: 07/12/2013				
Vendor: P0431	Pyro Spectaculars, Inc.				
PYR-JULY20	B32757 2013 4th of July Fireworks Final	02/12/2013 B32757	2013 4th of July F	0.00	7,250.00
Check Total:					7,250.00
Check No: 45760	Check Date: 07/12/2013				
Vendor: Q0436	Quinn Company				
PC45009104	A59663 Sanitation Unit 88 Gaskets/Seals	06/21/2013 A59663	Sanitation Unit 88	0.00	6.88
PC00030017	A59663 06/13 FD Unit U91 Heater/Hoses	06/18/2013 A59663	06/13 FD Unit U91	0.00	340.96
Check Total:					347.84
Check No: 45761	Check Date: 07/12/2013				
Vendor: S0103	Seal Rite Paving and Grading				
3	B32541 Elm Ave Beautification Retention	06/13/2013 B32541	Elm Ave Beautifica	0.00	-1,605.17
3	B32541 Elm Ave Beautification Bill 3	06/13/2013 B32541	Elm Ave Beautifica	0.00	32,103.35
Check Total:					30,498.18
Check No: 45762	Check Date: 07/12/2013				
Vendor: S2122	Sierra Chemical Company				
252124	B31847 06/13 CREDIT WP Chlorine (L2)	06/20/2013 B31847	06/13 WP Chlorine	0.00	-2,000.00
252124	B31847 06/13 WP Chlorine (L2)	06/20/2013 B31847	06/13 WP Chlorine	0.00	3,481.29
Check Total:					1,481.29

				<u>Void Checks</u>	<u>Check Amount</u>
Check No: 45763	Check Date: 07/12/2013				
Vendor: Y3280	Sparkletts				
9412248070	A58449 06/13 WP Drinking Water	07/01/2013 A58449 06/13 WP Drinking	0.00	92.11	
9689215070	B32612 06/13 Admin Drinking Water	07/04/2013 B32612 06/13 Admin Drinki	0.00	47.14	
Check Total:					139.25
Check No: 45764	Check Date: 07/12/2013				
Vendor: T0482	Telstar Instruments, Inc.				
74012	B33076 05/13 WP CT-300 System Repairs	05/31/2013 B33076 05/13 WP CT-300 Sy	0.00	2,000.27	
Check Total:					2,000.27
Check No: 45765	Check Date: 07/12/2013				
Vendor: T0798	Thomson West				
827372131	A59777 06/13 PD Clear Plus Web Analytics	06/01/2013 A59777 06/13 PD Clear Plu	0.00	224.70	
Check Total:					224.70
Check No: 45766	Check Date: 07/12/2013				
Vendor: V0031	Valley Ford				
91026	A59664 06/13 PD Unit C30 Hoses	06/21/2013 A59664 06/13 PD Unit C30	0.00	138.31	
91004	B32682 06/13 PD Unit C26 Compressor	06/20/2013 B32682 06/13 PD Unit C26	0.00	636.12	
Check Total:					774.43
Check No: 45767	Check Date: 07/12/2013				
Vendor: V3406	Verizon Wireless Services, LLC				
9706803935	06/13 974-6742 PD Cell Phone Charges	06/19/2013 06/13 PD Cell Phone Charg	0.00	71.20	
9706803935	06/13 805-325-3539 PD Cell Phone Charges	06/19/2013 06/13 PD Cell Phone Charg	0.00	12.23	
9706803935	06/13 974-3015 PD Cell Phone Charges	06/19/2013 06/13 PD Cell Phone Charg	0.00	74.45	
9706803935	06/13 974-6734 PD Cell Phone Charges	06/19/2013 06/13 PD Cell Phone Charg	0.00	39.81	
9706803935	06/13 480-528-8224 PD Cell Phone Charges	06/19/2013 06/13 PD Cell Phone Charg	0.00	63.49	
9707236747	A59905 06/13 840-9391 FD Cell Phone	06/25/2013 A59905 06/13 FD Cell Phon	0.00	65.08	
Check Total:					326.26
Check No: 45768	Check Date: 07/12/2013				
Vendor: W0511	West Hills Oil, Inc.				
39574	06/13 6070 PW Fuel	06/15/2013 06/13 6070 PW Fuel	0.00	259.33	
39574	06/13 6070 PW Fuel	06/15/2013 06/13 6070 PW Fuel	0.00	259.33	
39575	06/13 7001 SC Fuel	06/15/2013 06/13 7001 SC Fuel	0.00	137.52	
39575	06/13 7001 Street Sweeping Fuel	06/15/2013 06/13 7001 Street Sweepin	0.00	317.23	
39700	06/13 7001 SC Fuel	06/30/2013 06/13 7001 SC Fuel	0.00	72.38	
39699	06/13 6070 PW Fuel	06/30/2013 06/13 6070 PW Fuel	0.00	166.51	
39699	06/13 6070 PW Fuel	06/30/2013 06/13 6070 PW Fuel	0.00	166.51	
39699	06/13 6070 PW Fuel	06/30/2013 06/13 6070 PW Fuel	0.00	166.52	
39696	06/13 400 PW Fuel	06/30/2013 06/13 400 PW Fuel	0.00	1,239.82	
39696	06/13 400 PW Fuel	06/30/2013 06/13 400 PW Fuel	0.00	255.29	
39696	06/13 400 PW Fuel	06/30/2013 06/13 400 PW Fuel	0.00	255.29	
39696	06/13 400 PW Fuel	06/30/2013 06/13 400 PW Fuel	0.00	255.29	
39696	06/13 400 PW Fuel	06/30/2013 06/13 400 PW Fuel	0.00	255.29	
39700	06/13 7001 Street Sweeping Fuel	06/30/2013 06/13 7001 Street Sweepin	0.00	282.56	
39694	06/13 201 CE Fuel	06/30/2013 06/13 201 CE Fuel	0.00	116.10	
39694	06/13 201 Admin Fuel	06/30/2013 06/13 201 Admin Fuel	0.00	105.35	
39694	06/13 201 Bldg Official Fuel	06/30/2013 06/13 201 Bldg Official F	0.00	51.34	
39697	06/13 600 WP Fuel	06/30/2013 06/13 600 WP Fuel	0.00	749.73	
39697	06/13 600 WWP Fuel	06/30/2013 06/13 600 WWP Fuel	0.00	187.43	
39571	B32991 06/13 300 PD Fuel	06/15/2013 B32991 06/13 300 PD Fuel	0.00	3,742.76	
39569	B322887 06/13 200 FD Fuel	06/15/2013 B322887 06/13 200 FD Fuel	0.00	4,198.21	
39698	06/13 900 MTR RDR/FIN/UTIL Fuel	06/30/2013 06/13 900 MTR RDR/FIN/UTI	0.00	332.76	
39699	06/13 6070 PW Fuel	06/30/2013 06/13 6070 PW Fuel	0.00	166.51	
39573	06/13 900 MTR RDR/FIN/UTIL Fuel	06/15/2013 06/13 900 MTR RDR/FIN/UTI	0.00	88.47	
Check Total:					13,827.53
Check No: 45769	Check Date: 07/12/2013				
Vendor: W0520	Westside Supply				
W063013	A58450 06/13 WP Cylinder Rental Fee	06/30/2013 A58450 06/13 WP Cylinder	0.00	11.00	
086217	A59402 06/13 PW Landscaping Supplies	06/07/2013 A59402 06/13 PW Landscapi	0.00	55.35	
P063013	A59402 06/13 PW Cylinder Rental Fee	06/30/2013 A59402 06/13 PW Cylinder	0.00	27.50	
086216	A59402 06/13 PW Operating Supplies	06/07/2013 A59402 06/13 PW Operating	0.00	416.95	
Check Total:					510.80

			Date Totals:	Void Checks 200.00	Check Amount 290,083.59
Check No:	45770	Check Date:	07/18/2013		
Vendor:	A0130	AT&T			
125125740	A59509 06/13 RVP Project HS Internet	07/07/2013 A59509 06/13 RVP Project		0.00	125.00
			Check Total:		125.00
Check No:	45771	Check Date:	07/18/2013		
Vendor:	S0422	AT&T			
0000044466	06/13 935-1511 Transit Phone Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	20.58
0000044466	06/13 935-1560 Courthouse RVP Project	06/15/2013 06/13 Acc C602222988777 P		0.00	41.06
0000044466	06/13 935-0995 Finance Fax Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	16.27
0000044466	06/13 935-8594 Airport Maint., Phone Chg	06/15/2013 06/13 Acc C602222988777 P		0.00	14.67
0000044466	06/13 935-3022 WP Alarm Phone Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	46.21
0000044466	06/13 935-5518 Waste Lift Phone Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	15.62
0000044466	06/13 935-1875 Echo Cyn Lift Station Pho	06/15/2013 06/13 Acc C602222988777 P		0.00	15.94
0000044466	06/13 935-1896 New Lift Station Phone Ch	06/15/2013 06/13 Acc C602222988777 P		0.00	15.93
0000044466	06/13 935-2275 Sewer Plant Phone Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	14.68
0000044466	06/13 934-1185 PW Yard Phone Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	105.90
0000044466	06/13 934-1231 Service Center Phone Char	06/15/2013 06/13 Acc C602222988777 P		0.00	30.98
0000044466	06/13 935-2981 WP Phone Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	22.85
0000044466	06/13 935-1889 WP Trailer Phone Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	15.93
0000044466	06/13 935-3206 PD Crime Tip Line Chgs.	06/15/2013 06/13 Acc C602222988777 P		0.00	16.32
0000044466	06/13 935-0359 PD Bus. Alarm Phone Chrg	06/15/2013 06/13 Acc C602222988777 P		0.00	15.93
0000044466	06/13 935-1756 PD Fax Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	21.06
0000044466	06/13 935-2313 PD Phone Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	41.58
0000044466	06/13 935-1525 PD Phone Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	61.76
0000044466	06/13 935-8497 PD Direct Multi Line Phon	06/15/2013 06/13 Acc C602222988777 P		0.00	52.90
0000044466	06/13 935-8496 PD Direct Multi Line Phon	06/15/2013 06/13 Acc C602222988777 P		0.00	52.83
0000044466	06/13 935-4210 PD Chief Phone Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	45.27
0000044466	06/13 935-1651 Fire Department Phone Chg	06/15/2013 06/13 Acc C602222988777 P		0.00	168.31
0000044466	06/13 021-9179 Data Transfer Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	265.82
0000044466	06/13 341-1059 PD Upgrades/Admin Ph Chgs	06/15/2013 06/13 Acc C602222988777 P		0.00	89.66
0000044466	06/13 935-5960 Airport Weather Phone Chg	06/15/2013 06/13 Acc C602222988777 P		0.00	58.65
0000044466	06/13 934-1306 Modem, City Hall Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	31.50
0000044466	06/13 935-1531 Main City Hall Phone Chgs	06/15/2013 06/13 Acc C602222988777 P		0.00	588.92
0000044466	06/13 935-3050 Bldg Maint Phone Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	15.93
0000044466	06/13 935-3282 Graffiti Hotline Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	15.96
0000044466	06/13 935-5912 Admin Fax Charges	06/15/2013 06/13 Acc C602222988777 P		0.00	263.61
0000044466	06/13 CCC 935-8350 Phone Charges	06/15/2013 06/13 CCC Acc C6022229887		0.00	30.61
0000044466	06/13 CCC 935-0851 Phone Charges	06/15/2013 06/13 CCC Acc C6022229887		0.00	282.77
0000044466	06/13 CCC 934-1720 Phone Charges	06/15/2013 06/13 CCC Acc C6022229887		0.00	108.37
0000044466	06/13 CCC 238-371-7105 Phone Charges	06/15/2013 06/13 CCC Acc C6022229887		0.00	179.34
0000044466	06/13 CCC 935-0873 Phone Charges	06/15/2013 06/13 CCC Acc C6022229887		0.00	256.38
0000044466	06/13 CCC 234-343-5804 Phone Charges	06/15/2013 06/13 CCC Acc C6022229887		0.00	179.34
			Check Total:		3,219.44
Check No:	45772	Check Date:	07/18/2013		
Vendor:	B0040	Billingsley Tire Service			
166889	B32683 06/13 WWP Unit 79 Tires Repaired	06/27/2013 B32683 06/13 WWP Unit 79		0.00	121.84
166890	B32683 06/13 PW Unit 117 Tire	06/27/2013 B32683 06/13 PW Unit 117		0.00	408.26
166888	B32683 06/13 Sanitation Unit 88 Tires	06/27/2013 B32683 06/13 Sanitation U		0.00	807.57
166892	B32683 06/13 CE Unit 50 Tire Repair	06/27/2013 B32683 06/13 CE Unit 50 T		0.00	20.00
166893	B32683 06/13 PD AC Unit 255 Tires	06/27/2013 B32683 06/13 PD AC Unit 2		0.00	678.82
166883	B32683 06/13 FD Unit 7202 Tire Repair	06/27/2013 B32683 06/13 FD Unit 7202		0.00	20.00
166887	B32683 06/13 PW Unit 46 Tires	06/27/2013 B32683 06/13 PW Unit 46 T		0.00	932.86
166886	B32683 06/13 GAS Unit 79 Tire	06/27/2013 B32683 06/13 GAS Unit 79		0.00	311.25
166885	B32683 06/13 PD Unit C31 Tire Repair	06/27/2013 B32683 06/13 PD Unit C31		0.00	20.00
166884	B32683 06/13 PD Unit C20 Tire	06/27/2013 B32683 06/13 PD Unit C20		0.00	160.28
166891	B32683 06/13 PD Unit C20 Tires	06/27/2013 B32683 06/13 PD Unit C20		0.00	430.51
			Check Total:		3,911.39
Check No:	45773	Check Date:	07/18/2013		
Vendor:	C0002	California Rural Water Assoc.			
TR8990-REG	06/11/13-06/13/13 REGI TO'Neal Electrica	07/15/2013 06/11/13-06/13/13 REGI TO		0.00	325.00

			<u>Void Checks</u>	<u>Check Amount</u>
TR8989-REG	06/11/13-06/13/13 REGI DBonilla Electric	07/15/2013 06/11/13-06/13/13 REGI DB	0.00	325.00
Check Total:				650.00
Check No:	45774	Check Date:	07/18/2013	
Vendor:	C1239	City of Coalinga		
025141-000	06/13 E Elm/Van Ness Trees	06/28/2013 06/13 City tility Bills	0.00	24.69
000232-000	06/13 Plaza Landscape Front, UB	06/28/2013 06/13 City tility Bills	0.00	23.56
000233-000	06/13 Plaza County Offc., UB	06/28/2013 06/13 City tility Bills	0.00	29.14
000237-000	06/13 Frame Park-Lot #3, UB	06/28/2013 06/13 City tility Bills	0.00	63.69
000238-000	06/13 Landscape Lot #9, UB	06/28/2013 06/13 City tility Bills	0.00	23.56
003130-000	06/13 Monroe/NN Monterey, UB	06/28/2013 06/13 City tility Bills	0.00	552.96
003184-000	06/13 W Joaquin, UB	06/28/2013 06/13 City tility Bills	0.00	694.50
003193-000	06/13 Princeton/Wash. Plot, UB	06/28/2013 06/13 City tility Bills	0.00	69.26
003294-000	06/13 Sunset/Fifth St Plot, UB	06/28/2013 06/13 City tility Bills	0.00	42.51
003438-000	06/13 Van Ness/Ash St, UB	06/28/2013 06/13 City tility Bills	0.00	181.83
004178-000	06/13 San Simeon/Posa Chan, UB	06/28/2013 06/13 City tility Bills	0.00	180.05
004295-000	06/13 Phelps Ave/La Cuesta, UB	06/28/2013 06/13 City tility Bills	0.00	255.84
004297-000	06/13 Posa Chanet Blvd, UB	06/28/2013 06/13 City tility Bills	0.00	20.22
004426-000	06/13 Baker-Rotary Plot, UB	06/28/2013 06/13 City tility Bills	0.00	49.20
004490-000	06/13 E Aport Plots/Elm, UB	06/28/2013 06/13 City tility Bills	0.00	39.17
004491-000	06/13 E A Trees/Elm, UB	06/28/2013 06/13 City tility Bills	0.00	20.22
006069-000	06/13 Van Ness-Second St, UB	06/28/2013 06/13 City tility Bills	0.00	41.40
006870-000	06/13 Lynch Park-Triangle, UB	06/28/2013 06/13 City tility Bills	0.00	124.98
008117-000	06/13 Hayes/Plot, UB	06/28/2013 06/13 City tility Bills	0.00	145.50
008395-000	06/13 Forest/2nd St, UB	06/28/2013 06/13 City tility Bills	0.00	20.22
008436-000	06/13 Forest/1st St Plot, UB	06/28/2013 06/13 City tility Bills	0.00	20.22
008463-000	06/13 290 W Elm-Museum, UB	06/28/2013 06/13 City tility Bills	0.00	94.37
008545-000	06/13 6th/Elm Parking, UB	06/28/2013 06/13 City tility Bills	0.00	44.95
008679-000	06/13 Sunset/6th St, UB	06/28/2013 06/13 City tility Bills	0.00	73.72
008739-000	06/13 200 E Pacific, UB	06/28/2013 06/13 City tility Bills	0.00	763.09
009060-000	06/13 Forest/Polk Plot, UB	06/28/2013 06/13 City tility Bills	0.00	20.22
010397-000	06/13 1075 W Elm/Pacific-Lucille, UB	06/28/2013 06/13 City tility Bills	0.00	81.97
010406-000	06/13 E Polk/Warthan Crk Plot, UB	06/28/2013 06/13 City tility Bills	0.00	28.02
008559-000	06/13 160 W Elm-Annex, UB	06/28/2013 06/13 City tility Bills	0.00	43.67
008560-000	06/13 160 W Elm-Holding Cell, UB	06/28/2013 06/13 City tility Bills	0.00	41.76
008558-000	06/13 160 W Elm-Old City Hall, UB	06/28/2013 06/13 City tility Bills	0.00	3.04
008561-000	06/13 148 W Elm-Clinic	06/28/2013 06/13 City tility Bills	0.00	154.53
016283-000	06/13 171 W Elm, UB	06/28/2013 06/13 City tility Bills	0.00	47.41
000240-000	06/13 380-386 Clga Plaza, UB	06/28/2013 06/13 City tility Bills	0.00	62.99
008573-000	06/13 255-296 Clga Plaza, UB	06/28/2013 06/13 City tility Bills	0.00	53.83
018400-000	06/13 Plaza Park Landscaping	06/28/2013 06/13 City tility Bills	0.00	61.46
018401-000	06/13 Centennial Park Landscaping	06/28/2013 06/13 City tility Bills	0.00	690.65
018764-000	06/13 HWY 198/Lucille- Landscaping, UB	06/28/2013 06/13 City tility Bills	0.00	20.22
018761-000	06/13 Copper-Canyon Landscaping	06/28/2013 06/13 City tility Bills	0.00	306.14
020487-000	06/13 Cedar/Fifth Clock Landscaping	06/28/2013 06/13 City tility Bills	0.00	21.33
020947-000	06/13 Forest/Pacific Landscaping	06/28/2013 06/13 City tility Bills	0.00	315.06
020960-000	06/13 299 North Sixth	06/28/2013 06/13 City tility Bills	0.00	27.73
022728-000	06/13 Sandalwood Park #3	06/28/2013 06/13 City tility Bills	0.00	2,185.31
021676-000	06/13 Centennial Park	06/28/2013 06/13 City tility Bills	0.00	1,210.02
021677-000	06/13 Jayne Ave Landscaping CIT	06/28/2013 06/13 City tility Bills	0.00	23.56
021678-000	06/13 Gayle/Hwy 198 Landscaping	06/28/2013 06/13 City tility Bills	0.00	314.45
000005-005	06/1 Bourdeaux/Fresia Landscaping	06/28/2013 06/13 City tility Bills	0.00	316.14
022330-000	06/13 Elm/4th Landscaping	06/28/2013 06/13 City tility Bills	0.00	20.22
022331-000	06/13 Elm/4th Landscaping #2	06/28/2013 06/13 City tility Bills	0.00	20.22
022332-000	06/13 Elm/6th Landscaping	06/28/2013 06/13 City tility Bills	0.00	20.22
022334-000	06/13 Elm/6th Landscaping #2	06/28/2013 06/13 City tility Bills	0.00	57.00
022411-000	06/13 Airport Median 1	06/28/2013 06/13 City tility Bills	0.00	33.38
022412-000	06/13 Airport Median 2	06/28/2013 06/13 City tility Bills	0.00	32.30
003764-000	06/13 CCC East Dorm, Utility Bill	06/28/2013 06/13 CCC Utilitiy Bills	0.00	363.99
003765-000	06/13 CCC West Dorm, Utility Bill	06/28/2013 06/13 CCC Utilitiy Bills	0.00	306.14
003766-000	06/13 CCC Grounds, Utility Bill	06/28/2013 06/13 CCC Utilitiy Bills	0.00	441.57
003767-000	06/13 CCC S Building, Utility Bill	06/28/2013 06/13 CCC Utilitiy Bills	0.00	324.05
003771-000	06/13 CCC Rec. Yard, Utility Bill	06/28/2013 06/13 CCC Utilitiy Bills	0.00	80.86

			<u>Void Checks</u>	<u>Check Amount</u>
010691-000	06/13 Juniper/Jayne, UB	06/28/2013 06/13 City tility Bills	0.00	473.22
010692-000	06/13 Juniper Ridge/Jayne, UB	06/28/2013 06/13 City tility Bills	0.00	108.32
010693-000	06/13 Juniper Ridge/Jayne, UB	06/28/2013 06/13 City tility Bills	0.00	303.82
010736-000	06/13 Sandalwood/Longhollow, UB	06/28/2013 06/13 City tility Bills	0.00	25.84
016302-000	06/13 Cherry Lane-Median, UB	06/28/2013 06/13 City tility Bills	0.00	20.22
016303-000	06/13 Cherry Lane-Median 2, UB	06/28/2013 06/13 City tility Bills	0.00	42.51
016304-000	06/13 Cherry Lane-Median 3, UB	06/28/2013 06/13 City tility Bills	0.00	63.69
016305-000	06/13 Cherry Lane-Median 4, UB	06/28/2013 06/13 City tility Bills	0.00	22.45
000005-003	06/13 Sewer Plant, UB	06/28/2013 06/13 City tility Bills	0.00	658.33
010304-000	06/13 Service Yard, UB	06/28/2013 06/13 City tility Bills	0.00	78.34
010306-000	06/13 Meter Shop, UB	06/28/2013 06/13 City tility Bills	0.00	27.22
013434-000	06/13 Gayle Ave Transit Gas, UB	06/28/2013 06/13 City tility Bills	0.00	265.56
013433-000	06/13 Animal House Fresno/Clga Rd.	06/28/2013 06/13 City tility Bills	0.00	43.64
008484-000	06/13 Firehouse, Utility Bill	06/28/2013 06/13 City tility Bills	0.00	498.06
008562-000	06/13 City Hall Landscape, Utility Bill	06/28/2013 06/13 City tility Bills	0.00	2,180.01
008563-000	06/13 City Hall FIN/PD Gal. Mtr, UB	06/28/2013 06/13 City tility Bills	0.00	734.35
010883-000	06/13 Airport Access Road, UB	06/28/2013 06/13 City tility Bills	0.00	111.47
010891-000	06/13 Airport Spencer House, UB	06/28/2013 06/13 City tility Bills	0.00	56.00
010892-000	06/13 Airport Res., UB	06/28/2013 06/13 City tility Bills	0.00	42.67
000005-001	06/13 Creek Side Plot, UB	06/28/2013 06/13 City tility Bills	0.00	28.02
000006-000	06/13 200 K Elm-Trees, UB	06/28/2013 06/13 City tility Bills	0.00	135.02
000231-000	06/13 Landscape-Post All, UB	06/28/2013 06/13 City tility Bills	0.00	22.45
025141-000	05/13 CREDIT E Elm/Van Ness Trees	05/31/2013 05/13 CREDIT City Utility	0.00	-595.59
025141-000	04/13 CREDIT E Elm/Van Ness TREES	04/30/2013 04/13 CREDIT City Utility	0.00	-386.56
022534-000	06/13 260 Cambridge Sprts Cmplx	06/28/2013 06/13 City tility Bills	0.00	2,684.53
022414-000	06/13 Airport Median 4	06/28/2013 06/13 City tility Bills	0.00	45.31
001424-000	06/13 Hillview/Monterey, UB	06/28/2013 06/13 City tility Bills	0.00	205.23
000239-000	06/13 Landscape Lot #15, UB	06/28/2013 06/13 City tility Bills	0.00	22.45
022413-000	06/13 Airport Median 3	06/28/2013 06/13 City tility Bills	0.00	31.21
Check Total:				19,276.10

Check No: 45775 **Check Date: 07/18/2013**
Vendor: C0140 **Coalinga Ace Hardware, Inc.**

747016	A59558 06/13 WP Operating Supplies	06/25/2013 A59558 06/13 WP Operating	0.00	77.35
746891	A59558 06/13 WP Operating Supplies	06/18/2013 A59558 06/13 WP Operating	0.00	30.17
746925	A59558 06/13 WP Operating Supplies	06/20/2013 A59558 06/13 WP Operating	0.00	11.92
746647	A59558 06/13 WP Operating Supplies	06/06/2013 A59558 06/13 WP Operating	0.00	74.42
746879	A59897 06/13 FD Lightbulbs	06/18/2013 A59897 06/13 FD Lightbulb	0.00	4.46
746738	A59487 06/13 CE Graffiti Removal Sup	06/11/2013 A59487 06/13 CE Graffiti	0.00	38.89
746518	A59763 05/13 PD Key	05/29/2013 A59763 05/13 PD Key	0.00	2.49
746590	A59558 06/13 WP Operating Supplies	06/03/2013 A59558 06/13 WP Operating	0.00	25.19
746196	A59918 05/13 CE Graffiti Removal Sup	05/10/2013 A59918 05/13 CE Graffiti	0.00	27.05
747106	A59904 06/13 FD Unit 171 Belts	06/28/2013 A59904 06/13 FD Unit 171	0.00	2.71
746674	A59558 06/13 WP Operating Supplies	06/07/2013 A59558 06/13 WP Operating	0.00	21.67
746905	A59897 06/13 FD Vehicle Maint Supplies	06/19/2013 A59897 06/13 FD Vehicle M	0.00	4.37
Check Total:				320.69

Check No: 45776 **Check Date: 07/18/2013**
Vendor: D0063 **DASH**

ORD0851664	A59783 06/13 PD Medical Gloves	06/24/2013 A59783 06/13 PD Medical G	0.00	129.65
Check Total:				129.65

Check No: 45777 **Check Date: 07/18/2013**
Vendor: E0008 **Eric Deleon**

32986	A59410 06/13 PW Reimb D-2 Recert	06/27/2013 A59410 06/13 PW Reimb D-	0.00	80.00
Check Total:				80.00

Check No: 45778 **Check Date: 07/18/2013**
Vendor: D0202 **Denny's, Inc.**

32652	A59903 06/13 AMB Run Meals	06/24/2013 A59903 06/13 AMB Run Meal	0.00	18.25
32651	A59903 06/13 AMB Run Meals	06/17/2013 A59903 06/13 AMB Run Meal	0.00	23.65
207660	A59903 05/13 AMB Run Meals	05/30/2013 A59903 05/13 AMB Run Meal	0.00	7.49
32653	A59903 06/13 AMB Run Meals	06/28/2013 A59903 06/13 AMB Run Meal	0.00	18.55
Check Total:				67.94

				<u>Void Checks</u>	<u>Check Amount</u>
Check No: 45779	Check Date: 07/18/2013				
Vendor: D1933	Department of Justice				
980266	A59483 06/13 HR Fingerprints	06/30/2013 A59483 06/13 HR Fingerpri	0.00	164.00	
977554	A59790 06/13 PD H & S Analysis	06/28/2013 A59790 06/13 PD H & S Ana	0.00	85.00	
Check Total:					249.00
Check No: 45780	Check Date: 07/18/2013				
Vendor: E0018	Entenmann-Rovin Company				
0090620-IN	A59959 06/13 FD Paramedic Badge	06/14/2013 A59959 06/13 FD Paramedic	0.00	115.60	
Check Total:					115.60
Check No: 45781	Check Date: 07/18/2013				
Vendor: F0077	Fastenal Company				
CALEM8980	A59858 06/13 WP Operating Supplies	06/28/2013 A59858 06/13 WP Operating	0.00	224.23	
Check Total:					224.23
Check No: 45782	Check Date: 07/18/2013				
Vendor: F1362	First Bankcard				
61457752	A59803 07/13 PD Garden Hose	07/02/2013 Statement Closing Date of	0.00	100.14	
Check Total:					100.14
Check No: 45783	Check Date: 07/18/2013				
Vendor: F1341	First Bankcard Center				
4946376	A59922 Bldg Maint Table Drape Clips	06/06/2013 Statement Closing Date of	0.00	58.00	
Check Total:					58.00
Check No: 45784	Check Date: 07/18/2013				
Vendor: G0372	Grainger				
9168469345	B32864 06/13 WP Operating Supplies	06/14/2013 B32864 06/13 WP Operating	0.00	551.64	
9138803516	A59548 05/13 WP Safety Equipment	05/10/2013 A59548 05/13 WP Safety Eq	0.00	46.22	
Check Total:					597.86
Check No: 45785	Check Date: 07/18/2013				
Vendor: I3621	Independent Sales				
9749	A59916 06/13 Bldg Maint Janitorial Sup	06/28/2013 A59916 06/13 Bldg Maint J	0.00	193.20	
Check Total:					193.20
Check No: 45786	Check Date: 07/18/2013				
Vendor: L1904	Law Offices of Borton & Petrin				
617586-FIN	B33091 03/13 Investigative Services	06/17/2013 B33091 03/13 Investigativ	0.00	193.15	
Check Total:					193.15
Check No: 45787	Check Date: 07/18/2013				
Vendor: L1589	Liebert Cassidy Whitmore				
165760	B33092 05/13 Investigative Services	05/31/2013 B33092 05/13 Investigativ	0.00	2,108.00	
Check Total:					2,108.00
Check No: 45788	Check Date: 07/18/2013				
Vendor: L0370	Life Assist, Inc.				
636889	B32886 06/13 AMB Medical Supplies	06/24/2013 B32886 06/13 AMB Medical	0.00	2,699.94	
Check Total:					2,699.94
Check No: 45789	Check Date: 07/18/2013				
Vendor: L0041	Jordan Loy				
511	A59958 06/13 Reimb AMB Run Meal	06/17/2013 A59958 06/13 Reimb AMB Ru	0.00	10.55	
Check Total:					10.55
Check No: 45790	Check Date: 07/18/2013				
Vendor: M0030	Manesco Corporation				
3768	B32940 06/13 PW Repair Gas Trac J53332	06/24/2013 B32940 06/13 PW Repair Ga	0.00	99.18	
3767	B32940 06/13 PW Repair Gas Trac J45545	06/24/2013 B32940 06/13 PW Repair Ga	0.00	194.78	
3770	B32940 06/13 PW Repair Gas Trac M08437	06/24/2013 B32940 06/13 PW Repair Ga	0.00	99.18	
3769	B32940 06/13 PW Repair Gas Trac J53332	06/24/2013 B32940 06/13 PW Repair Ga	0.00	160.01	
Check Total:					553.15
Check No: 45791	Check Date: 07/18/2013				
Vendor: M0071	Medallion Supply				
2877-43274	A59868 06/13 WWP Operating Supplies	06/28/2013 A59868 06/13 WWP Operati	0.00	293.67	
Check Total:					293.67
Check No: 45792	Check Date: 07/18/2013				
Vendor: M0104	Mendoza & Associates				
13163-1380	B33086 Plaza Beautification Management	06/30/2013 B33086 Plaza Beautificati	0.00	4,989.64	
Check Total:					4,989.64

				<u>Void Checks</u>	<u>Check Amount</u>
Check No: 45793	Check Date: 07/18/2013				
Vendor: M0754	Mid Valley Disposal, Inc.				
86191	B32686 06/13 Sanitation Waste Disposal	06/17/2013 B32686 06/13 Sanitation W	0.00	793.67	
87355	B32686 06/13 Sanitation Waste Disposal	06/27/2013 B32686 06/13 Sanitation W	0.00	747.21	
36062	A59964 05/13 FD Green Waste Disposal	05/24/2013 A59964 05/13 FD Green Was	0.00	8.00	
Check Total:					1,548.88
Check No: 45794	Check Date: 07/18/2013				
Vendor: O0028	Tim O'Neal				
TR8990-MEA	06/11/13-06/13/13 MEALS Electrical Class	07/11/2013 06/11/13-06/13/13 MEALS E	0.00	78.00	
TR8990-MIL	06/11/13-06/13/13 MILEAGE Electrical	07/11/2013 06/11/13-06/13/13 MILEAGE	0.00	179.47	
Check Total:					257.47
Check No: 45795	Check Date: 07/18/2013				
Vendor: O0032	O'Reilly Automotive, Inc.				
4316-12121	A59665 06/13 SC Shop Supplies	06/26/2013 A59665 06/13 SC Shop Supp	0.00	3.70	
4316-12120	A59665 06/13 SC Shop Supplies	06/26/2013 A59665 06/13 SC Shop Supp	0.00	117.80	
Check Total:					121.50
Check No: 45796	Check Date: 07/18/2013				
Vendor: O0030	Omni-Means				
33278	B33083 2010 Urban Water Management	06/27/2013 B33083 2010 Urban Water M	0.00	563.10	
Check Total:					563.10
Check No: 45797	Check Date: 07/18/2013				
Vendor: O0024	Ramon Orozco				
1970	B32055 06/13 Admin Emblem Carpet Cleaned	07/02/2013 B32055 06/13 Admin Emblem	0.00	35.00	
1970	B32055 06/13 Admin Area Carpets Cleaned	07/02/2013 B32055 06/13 Admin Area C	0.00	60.00	
Check Total:					95.00
Check No: 45798	Check Date: 07/18/2013				
Vendor: D0064	Kerry Patterson				
10045	A59963 06/13 FD Fireboxes	06/27/2013 A59963 06/13 FD Fireboxes	0.00	298.34	
Check Total:					298.34
Check No: 45799	Check Date: 07/18/2013				
Vendor: P0434	Pitney Bowes, Inc.				
361081	B32290 04/13-06/13 Mail Equip Rental	07/03/2013 B32290 04/13-06/13 Mail E	0.00	283.01	
Check Total:					283.01
Check No: 45800	Check Date: 07/18/2013				
Vendor: S2177	Sirchie Finger Print Laboratories				
0126793-IN	A59782 06/13 PD Print Cards	06/24/2013 A59782 06/13 PD Print Car	0.00	82.96	
Check Total:					82.96
Check No: 45801	Check Date: 07/18/2013				
Vendor: K0033	Kings Rehabilitation Center, Inc				
3888	B32075 06/13 CCC Landscaping Services	06/30/2013 B32075 06/13 CCC Landscap	0.00	3,250.00	
Check Total:					3,250.00
Check No: 45802	Check Date: 07/18/2013				
Vendor: S0450	Save Mart Supermarkets				
31	A59787 06/13 PD Breakroom Drinks	06/28/2013 A59787 06/13 PD Breakroom	0.00	27.50	
66	A59787 07/13 PD Prisoner Food	07/01/2013 A59787 07/13 PD Prisoner	0.00	109.70	
40	A59778 06/13 PD Prisoner Food	06/19/2013 A59778 06/13 PD Prisoner	0.00	102.30	
Check Total:					239.50
Check No: 45803	Check Date: 07/18/2013				
Vendor: S2153	Stanton Office Machine				
215547	A59917 06/13 HR Copies Made	06/28/2013 A59917 06/13 HR Copies Ma	0.00	46.57	
215547	A59917 06/13 Admin Copies Made	06/28/2013 A59917 06/13 Admin Copies	0.00	46.54	
215547	A59917 06/13 CE Copies Made	06/28/2013 A59917 06/13 CE Copies Ma	0.00	46.57	
215547	A59917 06/13 Planning Copies Made	06/28/2013 A59917 06/13 Planning Cop	0.00	46.57	
Check Total:					186.25
Check No: 45804	Check Date: 07/18/2013				
Vendor: T0482	Telstar Instruments, Inc.				
74178	B32590 06/13 WP CT-300 System Repairs	06/25/2013 B32590 06/13 WP CT-300 Sy	0.00	2,889.75	
74144	B32863 06/13 WP Vacuum Regulator	06/21/2013 B32863 06/13 WP Vacuum Re	0.00	3,370.62	
74194	B32593 06/13 WP Timer Installation	06/28/2013 B32593 06/13 WP Timer In	0.00	550.00	
Check Total:					6,810.37

				<u>Void Checks</u>	<u>Check Amount</u>
Check No:	45805	Check Date:	07/18/2013		
Vendor:	T0068	The Firing Line			
10661	B32989 06/13 PD Glock 23 AForestiere		06/25/2013 B32989 06/13 PD Glock 23	0.00	673.27
10680	B32988 06/13 PD Glock 23 JGaskins		06/26/2013 B32988 06/13 PD Glock 23	0.00	673.27
			Check Total:		1,346.54
Check No:	45806	Check Date:	07/18/2013		
Vendor:	T0798	Thomson West			
827414731	A59919 06/13 Council CA Insurance Codes		06/04/2013 A59919 06/13 Council CA I	0.00	214.29
827560697	A59802 06/13 PD Clear Plus Web Analytics		07/01/2013 A59802 06/13 PD Clear Plu	0.00	235.94
827414731	A59919 06/13 Admin CA Insurance Codes		06/04/2013 A59919 06/13 Admin CA Ins	0.00	214.29
			Check Total:		664.52
Check No:	45807	Check Date:	07/18/2013		
Vendor:	V0006	Ruben Veliz			
2726871	A59901 06/13 FD Reimb Firebox		06/24/2013 A59901 06/13 FD Reimb Fir	0.00	75.03
			Check Total:		75.03
Check No:	45808	Check Date:	07/18/2013		
Vendor:	A0034	Alliant Insurance Services			
134796	B33090 2013-14 AIR Liability Insurance		06/24/2013 B33090 2013-14 AIR Liabil	0.00	3,002.00
			Check Total:		3,002.00
Check No:	45809	Check Date:	07/18/2013		
Vendor:	A0027	AT & T All in One Service			
0302633202	07/13 935-3282 Graffiti Hotline LD		07/01/2013 07/13 Acc 030 263 3202 00	0.00	6.11
			Check Total:		6.11
Check No:	45810	Check Date:	07/18/2013		
Vendor:	B0012	Sleman Boulos			
TR8479-MEA	07/21/13-07/24/13 MEALS SLI Class		07/15/2013 07/21/13-07/24/13 MEALS S	0.00	170.00
			Check Total:		170.00
Check No:	45811	Check Date:	07/18/2013		
Vendor:	D1862	Doubletree by Hilton Hotel			
TR8479-LOD	07/21/13-07/23/13 LODGING MBoulos SLI		07/15/2013 07/21/13-07/23/13 LODGING	0.00	288.79
			Check Total:		288.79
Check No:	45812	Check Date:	07/18/2013		
Vendor:	L0050	Leaf			
4498184	A59482 07/13 HR C2030 Copier Lease		06/30/2013 A59482 07/13 HR C2030 Cop	0.00	157.00
			Check Total:		157.00
Check No:	45813	Check Date:	07/18/2013		
Vendor:	L1589	Liebert Cassidy Whitmore			
165534	B32767 2013-14 Membership Dues		05/31/2013 B32767 2013-14 Membership	0.00	1,387.00
			Check Total:		1,387.00
Check No:	45814	Check Date:	07/18/2013		
Vendor:	N0029	Megan Newton			
NEW-12JUL2	A59967 07/13 FD MILEAGE Office Sup Run		07/12/2013 A59967 07/13 FD MILEAGE O	0.00	51.42
			Check Total:		51.42
Check No:	45815	Check Date:	07/18/2013		
Vendor:	P0011	Jaroth, Inc. dba PTS			
54407	A59925 07/13 AIR Public Pay Phone Fees		06/28/2013 A59925 07/13 AIR Public P	0.00	30.00
			Check Total:		30.00
Check No:	45816	Check Date:	07/18/2013		
Vendor:	S0793	Tyco SimplexGrinnell, Inc.			
76316038	B33084 Fire Sprinkler Contract Deposit		07/01/2013 B33084 Fire Sprinkler Con	0.00	2,526.94
			Check Total:		2,526.94
Check No:	45817	Check Date:	07/18/2013		
Vendor:	C0133	CIT Technology Financial Services,			
23605512	B33089 07/13 Admin Lanier Copier Lease		07/06/2013 B33089 07/13 Admin Lanier	0.00	100.49
23605512	B33089 07/13 Council Lanier Copier Lease		07/06/2013 B33089 07/13 Council Lani	0.00	100.50
			Check Total:		200.99
Check No:	45818	Check Date:	07/18/2013		
Vendor:	V3406	Verizon Wireless Services, LLC			
9707488888	07/13 246-0331 Transit Cell Phone Charge		07/01/2013 07/13 Transit Cell Phone	0.00	36.70
9707488888	07/13 381-1988 PW Cell Phone Charges		07/01/2013 07/13 PW Cell Phone Charg	0.00	29.06
9707488888	07/13 246-1403 Transit Cell Phone Charge		07/01/2013 07/13 Transit Cell Phone	0.00	36.70

			<u>Void Checks</u>	<u>Check Amount</u>
9707488888	07/13 381-1120 AIR Cell Phone Charges	07/01/2013 07/13 AIR Cell Phone Char	0.00	36.70
		Check Total:		139.16
		Date Totals:	0.00	63,948.22
Check No: 45819	Check Date: 07/25/2013			
Vendor: A1331	Angelica Corporation			
7000107500	B32705 05/19/13-07/06/13 AMB Linens	07/06/2013 B32705 05/19/13-07/06/13	0.00	526.18
		Check Total:		526.18
Check No: 45820	Check Date: 07/25/2013			
Vendor: B0098	BLD Consulting			
1144	A59971 06/13 FD RMS Location Reports	06/11/2013 A59971 06/13 FD RMS Locat	0.00	300.00
1144	A59971 06/13 FD Staffing Reports	06/11/2013 A59971 06/13 FD Staffing	0.00	300.00
		Check Total:		600.00
Check No: 45821	Check Date: 07/25/2013			
Vendor: B3240	Blue Valley Automotive			
214279	A59660 06/13 SC Shop Stock Air Filters	06/25/2013 A59660 06/13 SC Shop Stoc	0.00	137.47
214395	A59666 07/13 FD Unit 7200-1 Fuel Filters	07/02/2013 A59666 07/13 FD Unit 7200	0.00	333.12
214394	A59666 07/13 PW Unit 38 Spark Plugs	07/02/2013 A59666 07/13 PW Unit 38 S	0.00	3.64
214279	A59660 06/13 SC Shop Stock Fuel Filters	06/25/2013 A59660 06/13 SC Shop Stoc	0.00	22.47
214287	A59869 06/13 WWP U-Bolts	06/25/2013 A59869 06/13 WWP U-Bolts	0.00	6.47
214260	A59660 06/13 PD Unit 208 Air Filter	06/24/2013 A59660 06/13 PD Unit 208	0.00	36.74
214279	A59660 06/13 SC Shop Stock Oil Filters	06/25/2013 A59660 06/13 SC Shop Stoc	0.00	83.46
		Check Total:		623.37
Check No: 45822	Check Date: 07/25/2013			
Vendor: B1176	Dan Bonilla			
TR8989-MIL	06/11/13-06/13/13 MILEAGE Electrical	07/23/2013 06/11/13-06/13/13 MILEAGE	0.00	198.41
TR8989-MEA	06/11/13-06/13/13 MEALS Electrical Class	07/23/2013 06/11/13-06/13/13 MEALS E	0.00	94.00
		Check Total:		292.41
Check No: 45823	Check Date: 07/25/2013			
Vendor: C0140	Coalinga Ace Hardware, Inc.			
745012	A59972 03/13 FD Motor Oil	03/09/2013 A59972 03/13 FD Motor Oil	0.00	5.43
		Check Total:		5.43
Check No: 45824	Check Date: 07/25/2013			
Vendor: F1363	First Bankcard			
1012150451	B32701 07/13 FD Picture Frames	07/19/2013 Statement Closing Date of	0.00	164.79
002-13854	B32701 06/13 FD Unit 171 Engine Repairs	06/27/2013 Statement Closing Date of	0.00	359.25
FRE-28JUN2	06/26/2013 REGI RLong Communication	06/28/2013 Statement Closing Date of	0.00	99.00
		Check Total:		623.04
Check No: 45825	Check Date: 07/25/2013			
Vendor: F1365	First Bankcard			
15928	B32703 06/13 FD Firefighter Awards	06/19/2013 Statement Closing Date of	0.00	103.90
002-14317	B32703 07/13 FD Unit 171 Engine Repairs	07/09/2013 Statement Closing Date of	0.00	256.73
15926	B32703 06/13 FD Fire Awards	06/19/2013 Statement Closing Date of	0.00	166.90
		Check Total:		527.53
Check No: 45826	Check Date: 07/25/2013			
Vendor: F1364	First Bankcard Center			
FIR-JUN201	A60012 06/13 WP Late Fee	07/10/2013 Statement Closing Date of	0.00	35.00
FIR-JUN201	A60012 06/13 WP Finance Charges	07/10/2013 Statement Closing Date of	0.00	29.63
TR8989-LOD	06/11/13-06/12/13 LODGING DBonilla	06/13/2013 Statement Closing Date of	0.00	189.20
HUG-JUNE20	A60012 06/13 WP Hughesnet Internet Svc	06/19/2013 Statement Closing Date of	0.00	49.99
		Check Total:		303.82
Check No: 45827	Check Date: 07/25/2013			
Vendor: F0229	Fresno County Auditor-Controll			
FRE24/JUN2	A59794 05/13 PD Parking Citation Revenue	06/24/2013 A59794 05/13 PD Parking C	0.00	87.50
		Check Total:		87.50
Check No: 45828	Check Date: 07/25/2013			
Vendor: F0222	Fresno County Treasurer			
SO10651	A59789 06/13 PD RMS/JMS/CAD Fees	07/01/2013 A59789 06/13 PD RMS/JMS/C	0.00	336.34
		Check Total:		336.34

				<u>Void Checks</u>	<u>Check Amount</u>
Check No:	45829	Check Date:	07/25/2013		
Vendor:	G0611	Garza's A/C & Heating, Inc.			
16342	B33087 06/13 RDA 148 W Elm A/C Maint	06/25/2013 B33087 06/13 RDA 148 W El	0.00	880.00	
16541	A59792 06/13 PD Dispatch A/C Repairs	06/27/2013 A59792 06/13 PD Dispatch	0.00	163.00	
16639	A59786 06/13 PD Holding Cell A/C Repairs	06/17/2013 A59786 06/13 PD Holding C	0.00	437.00	
Check Total:				1,480.00	
Check No:	45830	Check Date:	07/25/2013		
Vendor:	G0068	Gilliam & Sons, Inc.			
GIL-17MAY2	B32918 Construction Water Meter Deposit	05/17/2013 B32918 Construction Wate	0.00	1,200.00	
GIL-06JUN2	B32918 Construction Water Usage Final	06/26/2013 B32918 Construction Wate	0.00	-696.98	
Check Total:				503.02	
Check No:	45831	Check Date:	07/25/2013		
Vendor:	K1468	K-Mart Store #4721			
2620679001	A59913 06/13 Bldg Maint Janitorial Sup	06/26/2013 A59913 06/13 Bldg Maint J	0.00	32.62	
	A59921 07/13 Admin Router	07/23/2013 A59921 07/13 Admin Router	0.00	75.74	
Check Total:				108.36	
Check No:	45832	Check Date:	07/25/2013		
Vendor:	L0370	Life Assist, Inc.			
637390	B32699 06/13 AMB Medical Supplies	06/28/2013 B32699 06/13 AMB Medical	0.00	38.00	
637645	B32699 07/13 AMB Medical Supplies	07/01/2013 B32699 07/13 AMB Medical	0.00	685.55	
Check Total:				723.55	
Check No:	45833	Check Date:	07/25/2013		
Vendor:	S0133	Shell Energy North American (US), LP			
2325243	B33111 05/13 CREDIT Gas Purchase	06/21/2013 B33111 05/13 CREDIT Gas P	0.00	-1,217.37	
2336323	B33111 06/13 Gas Purchase	07/15/2013 B33111 06/13 Gas Purchase	0.00	28,403.55	
Check Total:				27,186.18	
Check No:	45834	Check Date:	07/25/2013		
Vendor:	O2826	Office Depot			
6613929650	A59957 06/13 FD Office Supplies	06/28/2013 A59957 06/13 FD Office Su	0.00	89.43	
Check Total:				89.43	
Check No:	45835	Check Date:	07/25/2013		
Vendor:	O0024	Ramon Orozco			
1969	A59800 06/13 PD Carpets/ Floors Cleaned	07/02/2013 A59800 06/13 PD Carpets/	0.00	316.00	
Check Total:				316.00	
Check No:	45836	Check Date:	07/25/2013		
Vendor:	P0173	Petty Cash Account			
567673	04/20/13 MEAL MTorres Bus Training	04/19/2013 06/13 Petty Cash Replenis	0.00	8.00	
567672	04/13 Sexual Harassment Bingo Prizes	04/15/2013 06/13 Petty Cash Replenis	0.00	6.25	
567673	04/20/13 MEAL ECastaneda Bus Training	04/19/2013 06/13 Petty Cash Replenis	0.00	8.00	
567674	05/13 RDA 148 W Elm Restroom Keys	05/23/2013 06/13 Petty Cash Replenis	0.00	12.01	
567675	06/20/13 MEALS SYoung Carstens Fire	06/20/2013 06/13 Petty Cash Replenis	0.00	40.00	
567675	06/20/13 MEALS BESchan Carstens Fire	06/20/2013 06/13 Petty Cash Replenis	0.00	40.00	
Check Total:				114.26	
Check No:	45837	Check Date:	07/25/2013		
Vendor:	R1175	Cindy Ramsey			
5039620	A59970 07/13 FD Reimb CPR Cards	07/15/2013 A59970 07/13 FD Reimb CPR	0.00	263.48	
Check Total:				263.48	
Check No:	45838	Check Date:	07/25/2013		
Vendor:	S0103	Seal Rite Paving and Grading			
SEA-22FEB2	B32917 Construction Water Meter Deposit	02/22/2013 B32917 Construction Water	0.00	1,200.00	
SEA-26JUN2	B32917 Construction Water Usage Final	06/26/2013 B32917 Construction Water	0.00	-22.02	
Check Total:				1,177.98	
Check No:	45839	Check Date:	07/25/2013		
Vendor:	S0044	Self Help Enterprises			
COLADM-713	B33037 06/13 Housing Rehab Loan Svcs	07/03/2013 B33037 06/13 Housing Reha	0.00	615.00	
Check Total:				615.00	
Check No:	45840	Check Date:	07/25/2013		
Vendor:	F0021	The Fresno Bee			
T070505526	B33085 06/13 Archway Sign Bid Notice	07/11/2013 B33085 06/13 Archway Sign	0.00	573.44	
Check Total:				573.44	

				<u>Void Checks</u>	<u>Check Amount</u>
Check No: 45841	Check Date: 07/25/2013				
Vendor: W0057	WageWorks				
125AI02561	A60011 06/13 FSA Monthly Admin Fee	07/16/2013 A60011	06/13 FSA Monthly	0.00	79.20
125AI02496	A60011 05/13 FSA Monthly Admin Fee	06/14/2013 A60011	05/13 FSA Monthly	0.00	79.20
Check Total:					158.40
Check No: 45842	Check Date: 07/25/2013				
Vendor: W0511	West Hills Oil, Inc.				
39693	B32706 06/13 200 FD Fuel	06/30/2013 B32706	06/13 200 FD Fuel	0.00	3,339.64
39695	B32992 06/13 300 PD Fuel	06/30/2013 B32992	06/13 300 PD Fuel	0.00	3,432.19
39908	07/13 201 CE Fuel	07/15/2013 07/13 201	CE Fuel	0.00	50.45
Check Total:					6,822.28
Check No: 45843	Check Date: 07/25/2013				
Vendor: W0520	Westside Supply				
S063013	A59669 06/13 SC Cylinder Rental Fees	06/30/2013 A59669	06/13 SC Cylinder	0.00	16.50
086177	A59859 06/13 WP Operating Supplies	06/03/2013 A59859	06/13 WP Operating	0.00	234.45
0186283	A59669 06/13 SC Operating Supplies	06/19/2013 A59669	06/13 SC Operating	0.00	32.85
Check Total:					283.80
Check No: 45844	Check Date: 07/25/2013				
Vendor: W1579	Wittman Enterprises, LLC				
130608	B32149 06/13 AMB Billing Contract	07/01/2013 B32149	06/13 AMB Billing	0.00	269.00
130608	B32698 06/13 AMB Billing Contract	07/01/2013 B32698	06/13 AMB Billing	0.00	5,557.50
Check Total:					5,826.50
Check No: 45845	Check Date: 07/25/2013				
Vendor: C1234	CA Fire Chief's Association				
CFCA-JULY2	A59968 07/13-06/14 Membership SHenry	07/18/2013 A59968	07/13-06/14 Member	0.00	250.00
Check Total:					250.00
Check No: 45846	Check Date: 07/25/2013				
Vendor: C0283	The California Fire Mechanics Acad				
TR8929-CER	Fire Pump Certification TJordan	07/25/2013	Fire Pump Certification T	0.00	80.00
TR8929-REG	11/04/13-11/08/13 REGI TJordan Fire Pump	07/25/2013 11/04/13-11/08/13	REGI TJ	0.00	450.00
Check Total:					530.00
Check No: 45847	Check Date: 07/25/2013				
Vendor: C0159	Canon Financial Services, Inc.				
12915501	B32548 07/13 FIN IR5055 Copier Lease	07/13/2013 B32548	07/13 FIN IR5055 C	0.00	100.11
12915501	B32548 07/13 UB IR5055 Copier Lease	07/13/2013 B32548	07/13 UB IR5055 Co	0.00	100.11
Check Total:					200.22
Check No: 45848	Check Date: 07/25/2013				
Vendor: F0077	Fastenal Company				
CALEM9031	B32591 07/13 WP Safety Equipment	07/05/2013 B32591	07/13 WP Safety Eq	0.00	645.60
Check Total:					645.60
Check No: 45849	Check Date: 07/25/2013				
Vendor: F0019	FedEx				
2-327-3337	A59808 07/13 PD Shipment 871497555671	07/05/2013 A59808	07/13 PD Shipping	0.00	39.58
Check Total:					39.58
Check No: 45850	Check Date: 07/25/2013				
Vendor: F0065	Bart Fielder				
966	B33088 07/13 UB Computer Consulting	07/14/2013 B33088	07/13 UB Computer	0.00	793.60
966	B33088 07/13 Admin Computer Consulting	07/14/2013 B33088	07/13 Admin Comput	0.00	1,766.40
963	A59796 07/13 PD Dispatch Computer Repair	07/05/2013 A59796	07/13 PD Dispatch	0.00	360.00
Check Total:					2,920.00
Check No: 45851	Check Date: 07/25/2013				
Vendor: G0389	General Chemical Performance				
90574213	B33078 07/13 WP Aluminum Sulfate	07/02/2013 B33078	07/13 WP Aluminum	0.00	4,902.25
Check Total:					4,902.25
Check No: 45852	Check Date: 07/25/2013				
Vendor: H2528	Hill Brothers Chemical Company				
6162120	B33079 07/13 WP Aqueous Ammonia	07/09/2013 B33079	07/13 WP Aqueous A	0.00	5,395.02
Check Total:					5,395.02
Check No: 45853	Check Date: 07/25/2013				
Vendor: H0023	HSS Business Office-1694				
LOY-JULY20	A59898 2013 Paramedic Recert WLOY	06/26/2013 A59898	2013 Paramedic Rec	0.00	65.00

				Check Total:	<u>Void Checks</u>	<u>Check Amount</u>
						65.00
Check No:	45854	Check Date:	07/25/2013			
Vendor:	J0332	Jensen's Locksmith Services				
0709201300	A59788	07/13 PD Evidence Room Key	07/09/2013 A59788	07/13 PD Evidence	0.00	65.50
				Check Total:		65.50
Check No:	45855	Check Date:	07/25/2013			
Vendor:	M3105	Glenn E. Mitchell				
414	07/13	Video Production Services	07/10/2013	07/13 Video Production Se	0.00	400.00
				Check Total:		400.00
Check No:	45856	Check Date:	07/25/2013			
Vendor:	S0450	Save Mart Supermarkets				
19	A59799	07/13 PD Breakroom Drinks	07/09/2013 A59799	07/13 PD Breakroom	0.00	59.45
				Check Total:		59.45
Check No:	45857	Check Date:	07/25/2013			
Vendor:	S2122	Sierra Chemical Company				
253409	B33077	07/13 WP Chlorine (L2)	07/11/2013 B33077	07/13 WP Chlorine	0.00	3,481.29
253409	B33077	07/13 CREDIT WP Chlorine (L2)	07/11/2013 B33077	07/13 WP Chlorine	0.00	-2,000.00
				Check Total:		1,481.29
Check No:	45858	Check Date:	07/25/2013			
Vendor:	T0020	TCM Investments				
107783	B32256	07/13 PD MP4001SP Copier Lease	07/01/2013 B32256	07/13 PD MP4001SP	0.00	227.27
107783	B32256	07/13 PD SPC430DN Copier Lease	07/01/2013 B32256	07/13 PD SPC430DN	0.00	48.70
				Check Total:		275.97
Check No:	45859	Check Date:	07/25/2013			
Vendor:	T0798	Thomson West				
827607633	A59924	07/13 Council CA Utility Code Bks	07/04/2013 A59924	07/13 Council CA U	0.00	190.48
827607633	A59924	07/13 Admin CA Utility Code Bks	07/04/2013 A59924	07/13 Admin CA Uti	0.00	190.48
				Check Total:		380.96
Check No:	45860	Check Date:	07/25/2013			
Vendor:	V0031	Valley Ford				
91578	B32685	07/13 PD Unit 252 Keys	07/08/2013 B32685	07/13 PD Unit 252	0.00	80.63
50001299	B32685	07/13 CREDIT PD Unit C31 Core	07/18/2013 B32685	07/13 CREDIT PD Un	0.00	-107.50
91472	A59668	07/13 FD Unit 7250 Headlamp Asy	07/03/2013 A59668	07/13 FD Unit 7250	0.00	268.75
91429	A59667	07/13 WP Unit 127 Controller	07/02/2013 A59667	07/13 WP Unit 127	0.00	360.62
91861	B32685	07/13 PD Unit C31 AB Control	07/12/2013 B32685	07/13 PD Unit C31	0.00	732.40
				Check Total:		1,334.90
Check No:	45861	Check Date:	07/25/2013			
Vendor:	D0067	DeVry University				
D40081457	B33024	Ayres-Beason Scholarship KIsaac	07/25/2013 B33024	Ayres-Beason Schol	0.00	1,000.00
				Check Total:		1,000.00
				Date Totals:	0.00	70,113.04
Check No:	45862	Check Date:	07/29/2013			
Vendor:	S0007	Standard Insurance Company				
STA-BL-JUN	07/13	EE 00-645285-0001 Basic Life Ins	07/29/2013	07/13 00-645285-0001 Basi	0.00	8.18
STA-LT-JUL	07/13	EE 00-645285-0001 Long Term	07/29/2013	07/13 00-645285-0001 Lon	0.00	1,435.75
STA-VL-AUG	08/13	CHLD 00-645285-0001 Voluntary Lif	07/29/2013	08/13 00-645285-0001 Vol	0.00	3.50
STA-VL-JUL	07/13	SP 00-645285-0001 Voluntary Life	07/29/2013	07/13 00-645285-0001 Vol	0.00	113.60
STA-LT-JUL	07/13	ER 00-645285-0001 Long Term	07/29/2013	07/13 00-645285-0001 Lon	0.00	176.11
STA-LT-AUG	08/13	ER 00-645285-0001 Long Term	07/29/2013	08/13 00-645285-0001 Lon	0.00	174.50
STA-VL-AUG	08/13	SP 00-645285-0001 Voluntary Life	07/29/2013	08/13 00-645285-0001 Vol	0.00	113.60
STA-LT-AUG	08/13	EE 00-645285-0001 Long Term	07/29/2013	08/13 00-645285-0001 Lon	0.00	1,406.89
STA-BL-AUG	08/13	EE 00-645285-0001 Basic Life Ins	07/29/2013	08/13 00-645285-0001 Basi	0.00	8.18
STA-BL-AUG	08/13	ER 00-645285-0001 Basic Life Ins	07/29/2013	08/13 00-645285-0001 Basi	0.00	921.69
STA-BL-JUN	07/13	ER 00-645285-0001 Basic Life Ins	07/29/2013	07/13 00-645285-0001 Basi	0.00	930.94
STA-VL-JUL	07/13	EE 00-645285-0001 Voluntary Life	07/29/2013	07/13 00-645285-0001 Vol	0.00	865.10
STA-VL-AUG	08/13	EE 00-645285-0001 Voluntary Life	07/29/2013	08/13 00-645285-0001 Vol	0.00	870.10
STA-VL-JUL	07/13	CHLD 00-645285-0001 Voluntary Lif	07/29/2013	07/13 00-645285-0001 Vol	0.00	3.50
				Check Total:		7,031.64
				Date Totals:	0.00	7,031.64

Report Total:	<u>Void Checks</u>	<u>Check Amount</u>
	200.00	1,369,653.39

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

Subject: Check Register (07/01/13 - 07/31/13)
Meeting Date: September 5, 2013
From:
Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
📎	Check Register - July 2013.pdf	July 2013 Check Register

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

Subject: Notice of Completion for El Rancho Blvd Left Turn Pocket (Project No. 12-004)
Meeting Date: September 5, 2013
From: Rene A. Ramirez, City Manager
Prepared by: Sean Brewer, Assistant Community Development Director

I. RECOMMENDATION:

It is recommended that the Coalinga City Council accept the work completed by Granite Construction Company, 2716 Granite Court, Fresno, CA 93706 for El Rancho Blvd Left Turn Pocket.

II. BACKGROUND:

On March 7, 2013, a contract was awarded to Granite Construction Company, 2716 Granite Court, Fresno, CA 93706. The Project consists of the construction of but not limited to installation of A.C. pavement, aggregate base, traffic striping, traffic signage, street lights, electrical conduit and wire, pull boxes, directional bore under state highway for electrical conduit, and construction staking.

III. DISCUSSION:

All work was completed within the working days required by the contract. The work was inspected on August 7, 2013, and found to be substantially complete. The original contract amount was \$268,040.00 with an increase of 0.4% due to a final quantity increase of \$294.15 and a required San Joaquin Valley Air Pollution Control Board Permit of \$700.00. Therefore, the final contract amount was \$269,034.15. Once the last punch list items are completed by the contractor the Notice of Completion will be filed by the project engineer.

IV. ALTERNATIVES:

None

V. FISCAL IMPACT:

None - This project was fully funded through the State Highway Safety Improvement Grant Program.

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject: Notice of Completion and Approval of Change Orders #1-5 for the Elm Ave Beautification Project (Phase 2A)
Meeting Date: September 5, 2013
From: Rene A. Ramirez, City Manager
Prepared by: Sean Brewer, Assistant Community Development Director

I. RECOMMENDATION:

Staff is recommending the Council approve the Notice of Completion accepting the work completed by Seal Rite Paving & Grading, and approve Change Orders #1-5 for the Elm Avenue Beautification Project (Phase 2A).

II. BACKGROUND:

On December 6, 2012, a contract was awarded to Seal Rite Paving & Grading, 959 Clovis Ave, Clovis, CA 93612. The project includes installation of curb and gutter, sidewalk, curb ramps, driveway approaches, asphalt-concrete (AC) pavement plug, street lights, electrical conduit, electrical wire, pull boxes, trees, landscape irrigation, traffic striping, traffic signage, existing lid adjustment, and construction staking.

III. DISCUSSION:

All work was completed within the working days required by the contract. The work was inspected on July 17, 2013, and found to be satisfactory.

The original contract amount was \$170,856.00 with an increase of 14.9% due to five (5) change orders related to an increase in Traffic Control of \$5,400.49, increase in Wedge Grind of \$7,212.78, an increase of Hot Mix Asphalt Type B of \$8,510.44 and an increase in Concrete Quantity and Strength, Pull Box Extension, Modification of Street light for clearance and Caltrans Permit fee of \$4,118.04. Information related to the justification of each change order is memorialized below.

Change Order #1 - Dollar General Drive Approach (\$1,117.08) This was an increase in the strength of the driveway approach for Dollar General due to the commitment the City made to Dollar General to open in reasonable time frame. The increase in strength allowed for a reduced curing time frame.

Change Order #2 – Street Light Height Modification required by PG&E (\$1,817.93) PG& E Required the City to modify the street light height due to the vertical clearance PG&E required between the street light and electrical line.

Change Order #3 – Additional PG&E Box (\$1,101.03) This was an extension to the electrical pull box due to PG&E requiring a deeper box than what was included on the plan.

Change Order #4 – Reimbursement of Caltrans Permit per bid spec (\$82.00) This was a reimbursement to Seal Rite for the Caltrans Encroachment Permit price due to the permit price not being available prior to bids being opened.

Change Order #5 – Balancing Quantities due to Caltrans Delay and Approval of as built curb/gutter contrary to the designed plan (\$21,412.14) The Topographic Survey (Topo) for the Elm Avenue Beautification Phase 2A project was completed in the summer of 2005. This was performed prior to Caltrans overlaying Elm Avenue in the Spring of 2011. After the overlay was completed a spot check of grades along the curb and gutter was performed to verify that the grades did not change.

The design of Phase 2A matched the existing curb and gutter grades on Elm Avenue along most of the stretch of Elm Avenue except for the area near Van Ness Avenue. As a result, some grinding and overlay was added to Phase 2A in areas where it was deemed necessary from the topographic grades to transition the existing AC pavement to the new gutter lip. Upon completion of the curb and gutter construction, an inspection revealed there was a greater vertical difference in grades between the AC pavement and the gutter pan than was shown by the original design and the topographic survey. After this was noticed, Caltrans suspended construction and required that the new curb and gutter be surveyed. Tri City Engineering (TCE) directed Seal Rite to get the new curb and gutter surveyed. The new Topo showed that the gutter pan was not constructed per design, but instead was flatter, causing a larger vertical difference between the gutter and AC Pavement. Caltrans overrode TCE and allowed Seal Rite to leave the curb and gutter in place instead of replacing it. The flatter gutter pan along with increased slopes, due to the overlay, required more grinding and AC Paving than was originally calculated. The additional grinding and paving was allowed by Caltrans District 6 Permits so that there was not a significant delay in the opening of Dollar General even though the slopes did not meet Caltrans requirement of a 5% slope in the shoulder.

Due to the increased work created by Caltrans, it was expected that there were going to be quantity overages and that TCE was going to need to negotiate a reasonable price. Seal Rite wanted the City to pay for the additional survey that Caltrans required, but TCE proved that this was not the City's responsibility and refused to allow Seal Rite to charge the City. The grinding equipment was mobilized twice due to Seal Rite's scheduling and Seal Rite wanted the City to pay for this as well, but TCE communicated to Seal Rite that two mobilizations were unreasonable and not required. Seal Rite wanted to triple the traffic control amount, however this was unreasonable and the costs were doubled due to the delay caused by Caltrans (increase of \$5,400.49). An additional 2,109 sq. ft. of grinding was required to meet grades and after negotiating, TCE allowed Seal Rite to increase the quantity by that amount (increase of \$7,212.78). As a result of the additional grinding, 45.76 tons of asphalt needed to be installed. Seal Rite wanted the City to pay for additional oil for the paving, but TCE told Seal Rite that the oil price was included in the per ton price of asphalt. Seal Rite increased the asphalt to that effect (increase of \$8,510.44). The total amount for these three bid items increased the contract price by \$21,123.71. The additional \$288.43 was the difference between over/under quantities of concrete.

Based on the change orders above the final contract amount was \$196,386.18 reflecting an increase of \$25,530.18 (14.9%). Staff is recommending acceptance of the above change orders and requests that the Council direct the project engineer to prepare and file the Notice of Completion when all punch list items are complete.

IV. ALTERNATIVES:

Do not accept the change orders and be prepared for potential litigation – Staff does not recommend this course of action as we feel that change orders #1-4 are justified and reasonable, and #5 is a result of a decision made by Caltrans to override the City's design and approve an exception that ultimately cost the City. The anticipated cost of battling Caltrans for approving conditions within their right-of-way on such an issue would far exceed the cost of accepting the change which possibly would have occurred otherwise.

V. FISCAL IMPACT:

The project is being funded through Measure “C” Flexible Funding which as sufficient funding to accommodate the overages attributed to this project. There have been no General Fund revenues used on this project.

ATTACHMENTS:

	File Name	Description
📄	Change Orders.pdf	Change Order Requests

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

Subject: Amendment to the Memorandum of Understanding between the City of Coalinga and the Coalinga Police Officers' Association
Meeting Date: September 5, 2013
From: Rene Ramirez, City Manager
Prepared by: Marissa Chavez, Human Resources Director

I. RECOMMENDATION:

Approve the Amendment to the Memorandum of Understanding between the City of Coalinga and Coalinga Police Officers' Association as attached.

II. BACKGROUND:

The City of Coalinga and Coalinga Police Officers' Association have met in good faith to develop a mutually agreeable Amendment to the Memorandum of Understanding. The Amendment is attached.

III. DISCUSSION:

Due to the City's current budget deficit in the general fund, the City asked bargaining units for concessions equivalent to their share based on full-time employee equivalency. The target number for CPOA was \$265,218. Prior to meeting, the Police Chief agreed not to fill a Police Officer vacancy during this fiscal year which resulted in a savings of \$81,540. We also had a change in status of our former full-time Property and Evidence Technician resulting in a savings of \$49,331. This left us with a new target number of \$134,346 to reach in employee concessions. We received concessions in the amount of \$76,196. The remaining \$58,150 will be reached by delaying the replacement of a Public Safety Dispatcher/Clerk and the part-time Animal Control Officer.

The Amendment is written as follows:

SECTION 15.01. DURATION OF AGREEMENT

The parties agree that the term of this Agreement shall be one year, effective July 1, 2013 through June 30, 2014.

SECTION 9.04. DEFERRED COMPENSATION

The parties agree that the City will not match fifty percent (50%) of an employee's contribution up to a maximum of three percent (3%) of the employee's annual salary beginning on the date this Amendment is entered into through June 30, 2014.

SECTION 7.06. LONGEVITY PAY

The parties agree that the City will not pay Longevity Pay during the period of July 1, 2013 through June 30, 2014, the duration of this Agreement.

SECTION 7.04. EDUCATIONAL ACHIEVEMENT COMPENSATION/TRAINING INCENTIVE PAY

The parties agree that the City will not pay Educational Achievement Compensation or Training Incentive Pay during the period of July 1, 2013 through June 30, 2014, the duration of this Agreement.

SECTION 10.01 UNIFORM ALLOWANCES

The parties agree that the City will not provide annual Uniform Allowances during the period of July 1, 2013 through June 30, 2014, the duration of this Agreement.

SECTION 7.01. WAGES

The parties agree that merit/step increases will not be given during the period of July 1, 2013, through June 30, 2014, the duration of this Agreement.

The parties agree to discuss Wages beginning on January 1, 2014.

Though the parties agree that Bilingual Pay Differential is not covered in the MOU or its Amendments and that it is granted only per the City of Coalinga Personnel Rules, Policies and Procedures and as a non-negotiated, management-initiated policy which can be modified or withdrawn at anytime solely at the discretion of management, CPOA hereby acknowledges that the City will not pay Bilingual Pay Differential between July 1, 2013, and June 30, 2014, the duration of this Agreement.

The parties agree that items 2-7 will automatically reinstate if Claremont Custody Center reopens. The reinstatement effective date will be the date the City receives a profit for the use of Claremont Custody Center. Should this not occur during the duration of this Agreement, items 2-7 will reinstate on the day after this Agreement expires.

The parties agree that employees will participate in the State Disability Insurance (SDI) program.

IV. ALTERNATIVES:

Do not approve the Amendment as written

V. FISCAL IMPACT:

SECTION 15.01. DURATION OF AGREEMENT

No fiscal impact

SECTION 9.04. DEFERRED COMPENSATION

General Fund savings of approximately \$14,014

SECTION 7.06. LONGEVITY PAY

General Fund savings of approximately \$550

SECTION 7.04. EDUCATIONAL ACHIEVEMENT COMPENSATION/TRAINING INCENTIVE PAY

General Fund savings of approximately \$13,300

SECTION 10.01 UNIFORM ALLOWANCES

General Fund savings of approximately \$28,200

SECTION 7.01. WAGES

General Fund savings of approximately \$16,532

BILINGUAL PAY

General Fund savings of approximately \$3,600

STATE DISABILITY INSURANCE PROGRAM

No fiscal impact to City. Fully employee paid.

ATTACHMENTS:

File Name	Description
No Attachments Available	

RESOLUTION NO. 3617

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA CONFIRMING SUPPORT FOR PACIFIC GAS AND ELECTRIC COMPANY'S APPLICATION TO ESTABLISH AN ENHANCED ECONOMIC DEVELOPMENT RATE.

WHEREAS, in consultation with local government, Pacific Gas and Electric Company (PG&E) developed electric rate options specifically designed to attract employment to and new investment in California, or retain existing California employers and investors; and

WHEREAS, PG&E drafted rate options such that customers with new or retained power loads of at least 200 kilowatts, might receive either a 12 percent rate reduction for 5 years in any part of PG&E's service area or a 35 percent rate reduction if the county has unemployment rates at least 25 percent higher than the state average; and

WHEREAS, in March 2012, PG&E filed an Application with the California Public Utilities Commission (CPUC) for authority to offer those options: i.e. a "Standard" and an "Enhanced" Economic Development Rate (EDR); and

WHEREAS, recently released figures for July 2013 indicate that California's statewide unemployment rate is 8.7% (US at 7.4%) but many California counties still suffer double digit unemployment, thereby confirming the need for an Enhanced EDR; and

WHEREAS, on August 9, 2013, the CPUC Judge issued a Proposed Decision to authorize the Standard EDR with the 12 percent discount but the Enhanced EDR option would only be for potential refunds and those ranging from 12 percent up-to 35 percent, depending on various calculations and unpredictable factors; and

WHEREAS, the Proposed Decision on the Enhanced EDR option introduces too much uncertainty, makes marketing the Enhanced EDR option to investors too problematic and risks the Enhanced EDR option being ineffective; and

WHEREAS, for an effective Enhanced EDR, any uncertainty must be remedied, the methodology used to calculate the discounts should result in the savings intended and the discount should be applied to eligible businesses' energy bills, not as refunds one year later; and

WHEREAS, the CPUC should approve an effective Enhanced Rate that will provide job creation incentives in California's most economically distressed cities and counties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coalinga confirms its support for PG&E's Application for an Enhanced Economic Development Rate and urges the CPUC to ensure an effective Enhanced Rate that is meaningful to the counties and cities in need of job retention and job creation measures, and that it urgently approve the new Enhanced Economic Development Rate.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the 5th day of September 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Ron Lander, Mayor

ATTEST:

Cindy Johnson, Deputy City Clerk

J:\wdocs\01904\001\res\00295538.DOC

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

Subject: Consideration of Resolution No. 3617 Confirming Support for PG&E's Application to the California Public Utility Commission for an Enhanced Economic Development Rate

Meeting Date: September 5, 2013

From: Rene A. Ramirez, City Manager

Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

It is recommended the City Council consider supporting Resolution No. 3617, supporting an application from PG&E to the California Public Utility Commission (CPUC) to establish an enhanced economic development rate structure for the Valley in order to retain and attract employment.

II. BACKGROUND:

Back on March 7 under City Manager comments, I brought forth a request for the Council to send a letter of support, at the request of the Fresno Mayor, to support an initiative sought by PG&E seeking an economic development rate structure for the Central Valley. This proposed power rate now being called the "Enhanced Economic Development Rate" (EEDR) proposes to provide a discounted electricity rate to retain and attract businesses. As proposed, a qualifying business would have to have a power load of 200 kilowatts (kW), which is similar in size to our Sewer Plant, be considering a move out of state, close operations, adding an additional 200 kW of power load, or a company looking to locate within PG&E's territory. Under the proposed EEDR, a qualifying business within or wanting to locate within a community where unemployment is at least 25% greater than the statewide unemployment average, this business would qualify for a 35% reduction in power costs for five years; or if the community's unemployment rate was less than 125% of the statewide unemployment average, the business would qualify for a 12% reduction.

A letter of support was sent to the Mayor of Fresno to be included with other City and County letters following the March 7 Council meeting.

For the first six months of 2013, the City and State unemployment rate has averaged 13.9% and 9.2% respectively, which translates to a City unemployment rate that is 151% of the statewide average.

III. DISCUSSION:

Those who have been working closely to develop the EEDR with PG&E will tell you it is a tool in a tool-belt to make the Valley competitive for jobs and reduce chronic unemployment. To its credit, PG&E submitted an application for an EEDR to the CPUC for consideration in March 2012. Almost 18 months later, a CPUC Judge has issued a "proposed decision" catching the attention of those local government agencies with staff closely watching and advocating for an EEDR. The judge's decision authorizes a Standard Economic Development Rate (SEDR) with a 12% discount and an EEDR with a potential refund ranging from 12% to 35% depending on some unpredictable factors. The idea of a "refund" in the future, instead of a predictable reduction off of the utility bill directly, and the uncertainty or unpredictability on how the EEDR would be calculated caught the attention of PG&E staff and others. Those much closer to the issue believe an EEDR with a refund and uncertainty will not market well and render the EEDR ineffective. The Fresno Mayor has

asked other Valley cities and counties to consider adopting Resolutions in support of a direct discount to those qualifying for the EEDR and to remove any uncertainty in calculating the power discount prior to the CPUC hearing the matter on September 19.

IV. ALTERNATIVES:

The Council could choose to not support the EEDR. (There are some 20 public agencies and several Economic Development Corporations between PG&E’s Oregon and southern service boundaries that have been following the progress of the EEDR and will be considering a similar resolution.)

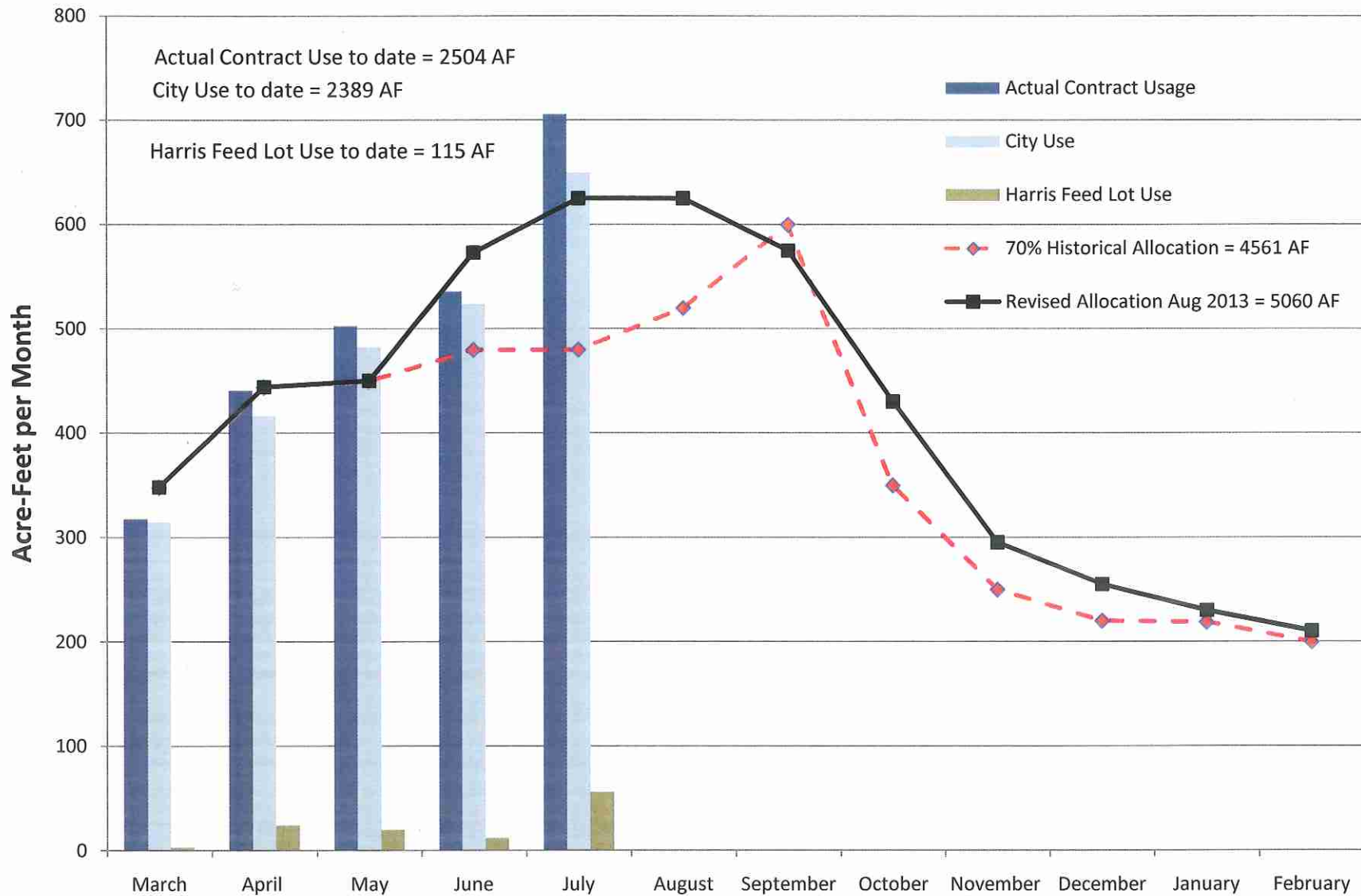
V. FISCAL IMPACT:

There is no current fiscal impact known at this time should the Council decide to adopt Resolution 3617.

ATTACHMENTS:

	File Name	Description
	EEDR_Resolution_090513.doc	Resolution No. 3617

Coalinga Water Use - Water Year 2013-14



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

Subject: Coalinga Water Usage Chart Through July 2013
Meeting Date: September 5, 2013
From: Rene A. Ramirez, City Manager
Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

No Recommendation, just information.

II. BACKGROUND:

None.

III. DISCUSSION:

The chart depicts the City's water supply availability and its use through July 2013. The City's 10,000 acre-foot (AF) contract from the U. S. Bureau of Reclamation (USBR) runs from March through February, or the Water Year. For Water Year 2013-14, the USBR initially made 75% of the City's historical water usage available, but downgraded the supply to 70% of historical in April 2013 due to ongoing drought-like conditions. This placed the City's water supply at 4,561 AF (red dashed line). In July, the USBR was able to provide from other water districts an additional 499 AF to augment the City's water supply availability to 5,060 AF (solid black line).

The darker blue bars indicates the total water used by the City, which includes City and Harris Feed Lot usage and totals 2,504 AF through July.

The lighter blue bars illustrates total water use by the City alone and totals 2,389 AF through July.

The last bars in an olive green show how much water has been used by Harris Feed Lot under the agreement with the City through the month of July and totals 115 AF.

IV. ALTERNATIVES:

N/A

V. FISCAL IMPACT:

The cost for water under the contract with USBR is paid from the Water Fund and no General Fund support is needed.

ATTACHMENTS:

File Name	Description
 Water Use Thru July 2013.pdf	Water Use Chart for Water Year 2013-14

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

Subject: Monthly Report Police Department - Chief of Police Cal Minor
Meeting Date:
From:
Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject: Monthly Report Fire Department - Fire Chief Steve Henry
Meeting Date:
From:
Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
No Attachments Available	



1051 46th Avenue
Oakland, CA 94601
Phone 510.533.7693
Fax 510.533.0815

State Contractors Licenses:
California: 314794, Nevada: 53419, Hawaii: 24742
Washington: ARROWS000NB, Arizona: ROC274634

ORDER

Customer Name

155 W. Durian Avenue

Customer Address

Coalinga, CA 93210

City, State, Zip

Sean Brewer

Cust. Contact

(559) 935-1533 x143

Phone No.

sbrewer@coalinga.com

Customer Email

August 27, 2013

Date

Mark Gastineau

Sales Representative

Job Name

City of Coalinga

Job Address

Coalinga, CA 93210

City, State, Zip

Sean Brewer

Job Contact

(559) 935-1533 x143

Phone No.

Customer P.O.

Scope of Work	Page 1 of 1	Amount
This is a Design Build Agreement Design, manufacture, and install: One (1) each single face entry arch. One (1) each four-sided kiosk. All as per customer approved Arrow design #130716. Permits and engineering are additional. Power to sign location by others. NOTE: Permits, Licenses, and Inspections will be additional at time and material per the terms on the reverse side of this order. Payment To Be Made As Follows: Deposit of 50% due with order. Balance due net 10 days after completion of work.		
	Sub Total:	\$143,016.00
	Tax:	Included
	Total Price:	\$143,016.00

The terms on the reverse side are a part of this agreement and Buyer, by executing this agreement, acknowledges acceptance of these terms.

SELLER: ARROW SIGN COMPANY

Sales Representative

Mark Gastineau

ACCEPTED: ARROW SIGN COMPANY

By:

Executive Officer

DATE: 8/27/13

By:

Title:

Date:

BUYER:

Individual

Partnership

Corporation

Date:

By

Guarantor

GUARANTEE: For value received, I or we the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee prompt payment by Buyer of all monies due and payable under the foregoing Order, at the dates and for the purposes therein stated, and the performance of all other undertakings by Buyer as therein provided, including reasonable attorney's fees. As Guarantor(s) it is understood that the obligations herein provided shall be binding upon and enforceable against the heirs, assigns, successors and personal representative of each of the undersigned. Each undersigned agrees that no notice of acceptance by Seller of the Guarantee shall be required of Seller; waives notice of any default and consents to any changes or modifications hereafter made by Seller and Buyer.

Date:

By

Guarantor

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9835 Goethe Road, Sacramento, CA 95827. Mailing Address: P. O. Box 26000, Sacramento, CA 95826.

Buyer agrees to pay any and all County, State and Federal taxes imposed upon the sale of personal property in addition to the mentioned price immediately upon the rendering of an invoice therefore.

This order is not subject to countermand, cancels all previous understandings, written or oral, constitutes the whole contract between the parties but not binding upon Seller until signed by an executive officer thereof.

Title to said Displays reserved in Seller until all sums provided for herein are paid in full. Payments to Seller are not contingent upon payment to Buyer by others, nor is payment contingent upon proceeds from any loan or escrow. Acceptance of this agreement is representation that funds are available for payment of the work contracted and that Buyer has the authority to enter into this agreement and perform all obligations and conditions hereunder, including payment for the work provided. Upon failure to pay Seller any amount when due and payable hereunder, Seller may, by giving five (5) days written notice thereof to Buyer, terminate its services under this agreement and stop work on the project until all past due payments have been received by Seller and Buyer has posted a bond satisfactory to Seller for the payment of all amounts that will thereafter become due to Seller under this agreement. In the event of default in any payment when due, all unpaid accounts due hereunder, shall at Seller's option, become immediately due and payable and Seller may either repossess said Display, sell the same at public or private sale, without notice, and recover from Buyer any difference between the proceeds, less all expenses of repossessions and sale, and the unpaid remainder due hereunder, or, sue for said entire unpaid remainder. In the event it be necessary for Seller to employ an attorney, Buyer agrees to pay a reasonable sum as attorney's fees.

In the event there shall be any difference between the Buyer's copy of the form of this agreement and the Seller's form, the original form shall prevail and shall be conclusively deemed the true and correct form of this contract.

Permits and Licenses: Seller shall obtain, as Buyer's agent all original permits and licenses from public authorities for the installation of the Display. Charges for permits and local licenses, and/or certification and/or inspection fees, will be extra at time and material and are due and payable upon issuance of same. Any special testing and/or certification and/or additional work required by local government agencies to be extra at time and material. Contract price is subject to change contingent upon engineering and building department requirements. In the event of the permit denial, Seller shall be reimbursed all costs and labor incurred in attempting to procure permit. Buyer shall obtain the necessary permits from the owner of the premises and others, exclusive of public authorities, whose permission is requisite for the installation of the Display, and shall be responsible that such permission shall not be revoked. Revocation of any permit required for installation and maintenance of Display shall not relieve Buyer from the payment of all sums due in accordance with the terms of this agreement. Seller's obligation to obtain permits is limited to displays that are installed by Seller. Should Buyer be responsible for installation then all permits are the responsibility of Buyer.

Service Wiring: -Costs of Electricity: - Reinforcement of Building: Physical Conditions: Buyer shall bring feed wires of suitable capacity and approved type to the location of Display prior to installation of Display, make connection thereof to Display, and shall pay for all electrical energy used by Display and shall be responsible for the supply thereof. Unless specifically stated in writing to the contrary, Buyer shall provide all necessary reinforcements to the building on which Display is installed. Buyer shall pay for costs of relocation power lines, or other obstacles, to comply with the laws of Federal, State, or Municipal agencies. Buyer is solely responsible for locating and protecting all existing non-public utilities and seller is not responsible for any damage to same. Seller is not responsible for landscaping and sprinkler repair. The price fixed herein is based on the assumption that installation will be in normal soil. In the event adverse soil conditions or underground obstructions are encountered, the parties agree to adjust the extra installation costs based on Seller's current time and material rates.

The price fixed herein is also based on the assumption that mounting surfaces are conducive to normal installation procedures. In addition, concrete walls and surfaces are assumed to be of normal density. Should adverse conditions exist, such as rebar, hidden steel members and/or high specification concrete which impedes drilling of same, then the parties agree to adjust the extra installation costs based on Seller's current time and material rates.

Buyer to provide reasonable access to area around and behind display to complete installation of same and price assumes installation can be completed with Seller's standard equipment. Should special equipment, such as scaffolding, man lifts or cranes be required, then the parties agree to adjust the extra installation costs based on Seller's current time and material rates.

Painting: Upon removal of signs that are attached to building walls, fascias, or other structures, Seller will (unless otherwise specified) patch all mounting and electrical holes in conjunction with the removal and spot paint the patch marks with a color that is determined by Seller to be reasonably close to the existing color. Because of fading, weathering and possible differences in surface textures, Seller makes no guarantee to match the existing colors and textures exactly.

Additionally, there are times when it may be necessary to have entire wall sections or fascia areas repainted to get rid of "shadowing" and ensure color matches. That painting, if required, is to be the sole responsibility of the Buyer.

Fabrication of Display; Price Increases For Deferred Fabrication or Delivery: Seller shall not be obligated to commence fabrication of display until public permits have been issued. Seller shall commence fabrication of Display promptly following receipt of all permits, licenses and consents specified herein unless the terms of this agreement or instruction from Buyer provide for Seller not to commence fabrication of Display until a later date, occurrence of event. If, for any reason other than fault or neglect of Seller, fabrication shall not be commenced within 90 days from the date of Seller's acceptance of this agreement, or if delivery or tender of Display shall be delayed, deferred or postponed, for any reason other than fault or neglect of Seller, beyond twelve months from the date of such acceptance, then, in any event the price of Display specified herein shall be subject to increase, as determined by seller, on the basis of applicable labor, material and transportation costs increases incurred by Seller subsequent to such acceptance date. Seller shall promptly advise Buyer of any price increase resulting from the provisions of this paragraph.

Fabrication Interruptions: If, after fabrication of Display is commenced, Seller shall cease or extend scheduled fabrication of Display at the request of Buyer or by reason of any act or omission of Buyer, then Buyer, in addition to all its other obligations under this agreement, shall be responsible for all of Seller's costs and expenses thereby resulting and for all additional costs and expenses incurred upon recommencement of fabrication, including, without limitation, increased labor and materials costs incurred by Seller in completion of fabrication. Any cessation or extension of scheduled fabrication requested by Buyer shall be in the sole discretion of Seller and shall not relieve Buyer of any of its obligations under this agreement.

Indemnification: Buyer shall indemnify Seller against and hold Seller harmless from, all claims, actions, proceedings, costs, damages and liabilities, including attorneys fees, arising out of, connected with, or resulting from the installation and maintenance of said Display which arises from the operations or conduct of Buyer or his agents, the use of any trade names, trademarks, copyrights, or patents utilized in the said Display, or, any disputes with the owner or lien holder of the premises, or authority seeking to revoke a permit or license or to enjoin or have the Display declared a nuisance.

Credit References: Seller's obligation of performance is conditioned upon Buyer providing to Seller coincidentally with delivery of this agreement, current financial statements together with financial information and references on forms provided by Seller. Buyer agrees to provide further information promptly upon request by Seller at any time during the term of this agreement, which reflect the financial condition of Buyer's business, not limited to, but including, financial statements for the current accounting period. Buyer further authorizes Seller to obtain TRW. Dunn & Bradstreet or some other similar credit check of Buyer from time to time until Buyer has paid in full for the Display.

Warranty: Seller warrants to Buyer that Display (excluding lamps as to which Seller makes no warranty) at the time of delivery or installation, if applicable, will be free from defects of material and workmanship, and will be in accordance with specifications which are a part of this agreement. Seller's sole obligation under these warranties is limited to either at Seller's option, repairing or furnishing a replacement for display or the parts thereof which Seller determines to not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranty will be enforcement of such obligation of Seller. Seller's obligations hereunder shall extend only to defect for which Buyer shall have given Seller written notice thereof within 90 days after date of delivery or installation, if applicable, and shall in no event extend to consequential damages or damages for loss of use of Display. Seller shall have no obligation to make warranty repairs on accounts with past due money owed. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF**

MERCHANBILITY, FITNESS OR PARTICULAR PURPOSE, AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.

Dispute Resolution: Buyer agrees to mediate any dispute or claim arising out of or relating to this order before resorting to arbitration or court action. Mediation is a process by which parties attempt to resolve a dispute or claim by submitting it to an impartial neutral mediator, who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties. Mediation fees, if any shall be divided equally among the parties involved. Evidence of anything said, any admission made, and any documents prepared, in the course of the mediation, shall not be admissible in evidence, or subject to discovery in any arbitration or court action, pursuant to Evidence Code Section 1152.5. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then in the discretion of the arbitrator(s) or judge, that party shall not be entitled to recover attorneys fees, even if they would otherwise be available to that party in any such arbitration or court action.

Any dispute or claim in law or in equity arising out of or relating to this order, which is not settled through a mediation, within forty-five (45) days after request thereof, shall be decided by neutral, binding arbitration and not by court action, except as provided by California law for judicial review or arbitration proceedings. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association construction industry rules. The arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05. Notwithstanding anything herein to the contrary, vendor may file a superior court action (in the appropriate county) to perfect its Mechanic's Lien rights so long as Vendor agrees to stay the action and first mediate and then arbitrate as set forth hereinabove.

Should either Seller or Buyer employ an attorney to institute arbitration and/or litigation to enforce any of the provisions hereof, to protect its interests in any manner arising under this order or to collect damages for the breach of this order, the prevailing party shall be entitled to recover reasonable attorneys fees, costs, charges and expenses, including consultant and/or expert witness fees, expended or incurred therein. The parties agree that the venue for all dispute resolution, including Mediation and/or Arbitration, shall be Alameda County, California.

Inspection: Buyer shall inspect the Display immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days of installation, the Display shall be deemed in all respects approved ad satisfactory to Buyer.

Delivery and Performance: Seller shall commence the construction of Display and prosecute the work thereon with due diligence until the completion. All obligations to be performed by Seller hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control. Completion of the Display, ready for installation, shall be deemed equivalent of actual installation in the event that Seller shall be prevented from making the installation by reason of failure or neglect of Buyer to prepare the premise for such installation as herein provided, or other default on the part of Buyer.

Customer acknowledges that Arrow Sign Company's designs and drawing are original unpublished drawings prepared for customer in a sign program designed exclusively for customer's business. The designs and drawings are the exclusive property of Arrow Sign Company and are not to be shown to anyone outside of customer's organization, nor to be reproduced, copied or exhibited in any fashion. Customer specifically agrees that Arrow Sign Company will be entitled to injunctive relief (in addition to all other legal remedies) in a court of competent jurisdiction, for any violation of these terms.

Price is based on simultaneous fabrication and installation of all signage proposed in this agreement.

I/We herewith order said Display in accordance with the above terms and conditions.

SECURITY AGREEMENT

GRANT: Buyer hereby grants to Seller a security interest in the Display together with any improvements, replacements, accessions and additions to the Display (hereinafter called the "Collateral") to secure payment of all existing and future indebtedness and liability of Buyer to Seller, including all amounts due to Seller under this agreement.

WARRANTIES/COVENANTS OF BUYER:

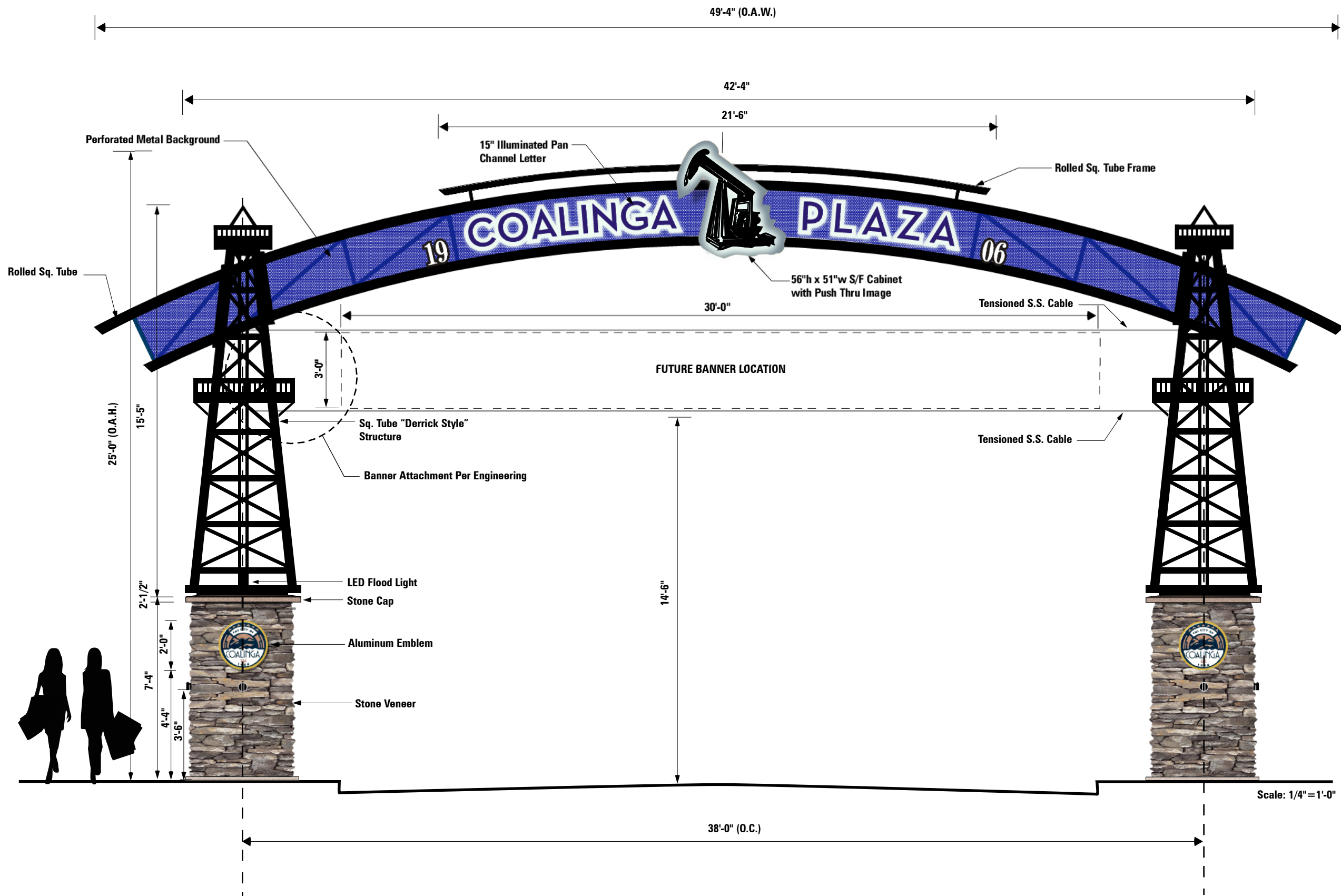
- (1) To pay all existing and future indebtedness and liability of Buyer to Seller, including all amounts due to Seller under this agreement.
- (2) To pay all expenses, including attorney fees, incurred by Seller in the perfection, preservation, realization, enforcement and exercise of Seller's rights under this agreement.
- (3) To indemnify Seller against loss of any kind, including reasonable attorneys' fees, caused to Seller by reason of its interest in the Collateral.
- (4) To maintain, preserve and protect the Collateral; not to sell, lease, transfer or otherwise dispose of the Collateral; and not to permit liens on the Collateral, except existing liens and current tax liens.
- (5) To execute and deliver to Seller all financing statements and other documents that Seller requests, in order to maintain a first perfected security interest in the Collateral.
- (6) If any of the Collateral consists of Fixtures, the Collateral subject to this security agreement includes those Fixtures. Buyer has provided Seller all information needed to make the fixture filing required to give Seller's security interest in that Fixture Collateral priority over all third parties with an interest in the real property to which the Fixtures are attached.

EVENTS OF DEFAULT: Buyer shall be in default under this agreement if (1) Buyer fails to pay any existing or future indebtedness or liability of Buyer to Seller, or any portion thereof, when due; (2) Buyer fails to make any remittances required by this agreement; (3) Buyer commits any breach of this agreement or any other agreement between Buyer and Seller; (4) any warranty, representation or statement, made by or on behalf of Buyer in or with respect to this agreement, is false; (5) the Collateral is lost, stolen or damaged; and/or (6) Buyer ceases operations, is dissolved, terminates its existence, becomes insolvent or is unable to meet its debts and liabilities as they mature.

REMEDIES:

UPON DEFAULT, AND AT ANY TIME THEREAFTER, SELLER MAY EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO A SECURED CREDITOR AFTER DEFAULT, INCLUDING BUT NOT LIMITED TO THE RIGHTS AND REMEDIES OF SECURED CREDITORS UNDER THE CALIFORNIA COMMERCIAL CODE, AND DECLARE ALL AMOUNTS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE.

Seller's notice of the time and place of public sale of the Collateral, or the time on or after which a private sale or other disposition of the Collateral will be made, is reasonable if sent to Buyer in the manner for giving notice at least ten (10) days before the public or private sale. Buyer must (1) assemble the Collateral and make it and all records relating to it available to Seller as Seller directs; (2) allow Seller, its representatives, and its agents to enter the premises where all or any part of the Collateral, the records, or both may be, and remove any or all of it; and (3) execute all documents and instruments on Seller's request that Seller considers necessary or advisable to exercise its rights under this agreement. Buyer shall pay all costs and expenses of collection, including Seller's reasonable attorneys' fees. No waiver by Seller of any breach or default will be a waiver of any breach or default occurring later. A waiver will be valid only if it is in writing and signed by an authorized representative of Seller.



1051 46th Avenue
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T. 510.533.7693
F. 510.533.0815
www.arrowsigncompany.com

Project
City of Coalinga
155 W. Durian
Coalinga, CA

Date:
7-16-2013

Sales:
☐ Mark Gastineau

Design:
☐ Randy Tucker

File Name/Location:
2013/C/City of Coalinga Gateway

Rev.	Date	Description

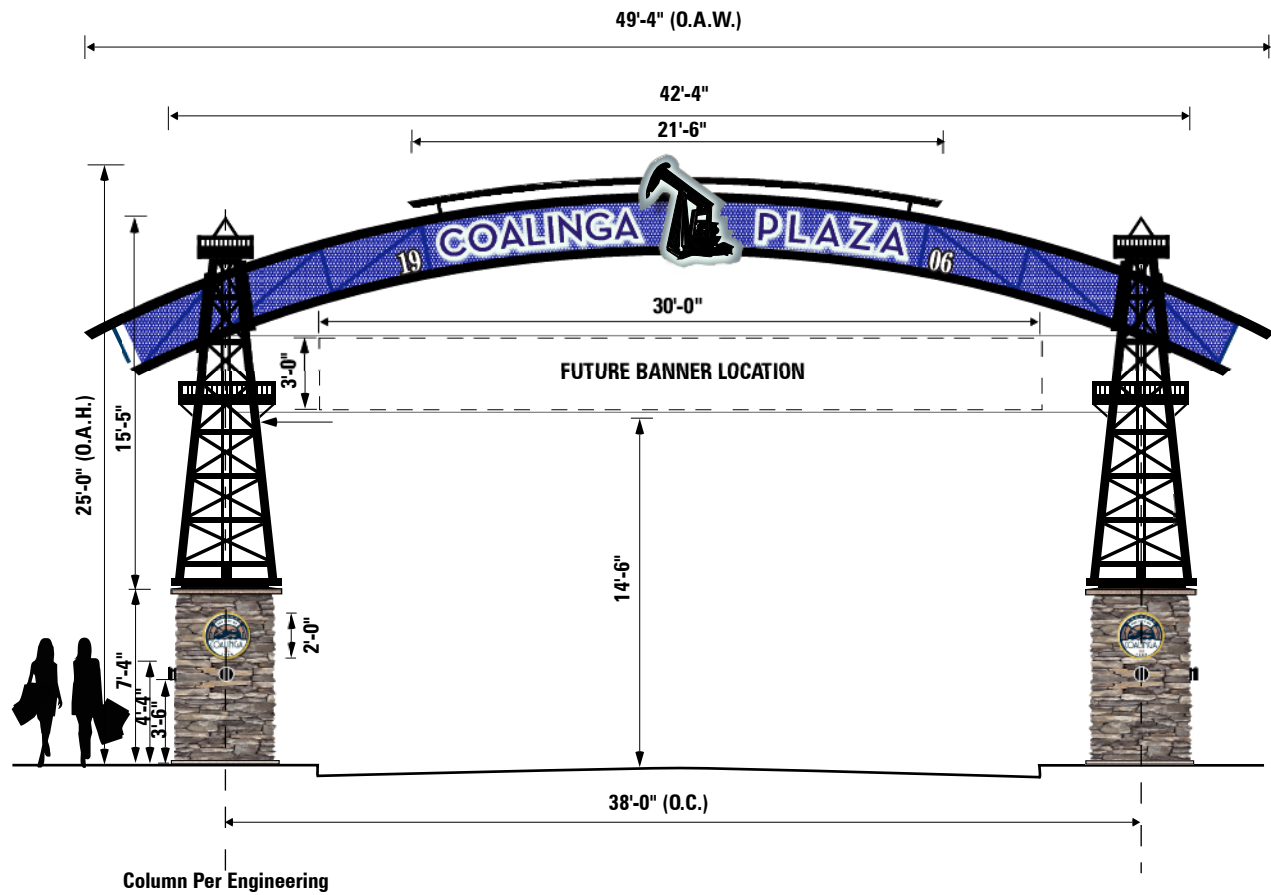
Customer Approval

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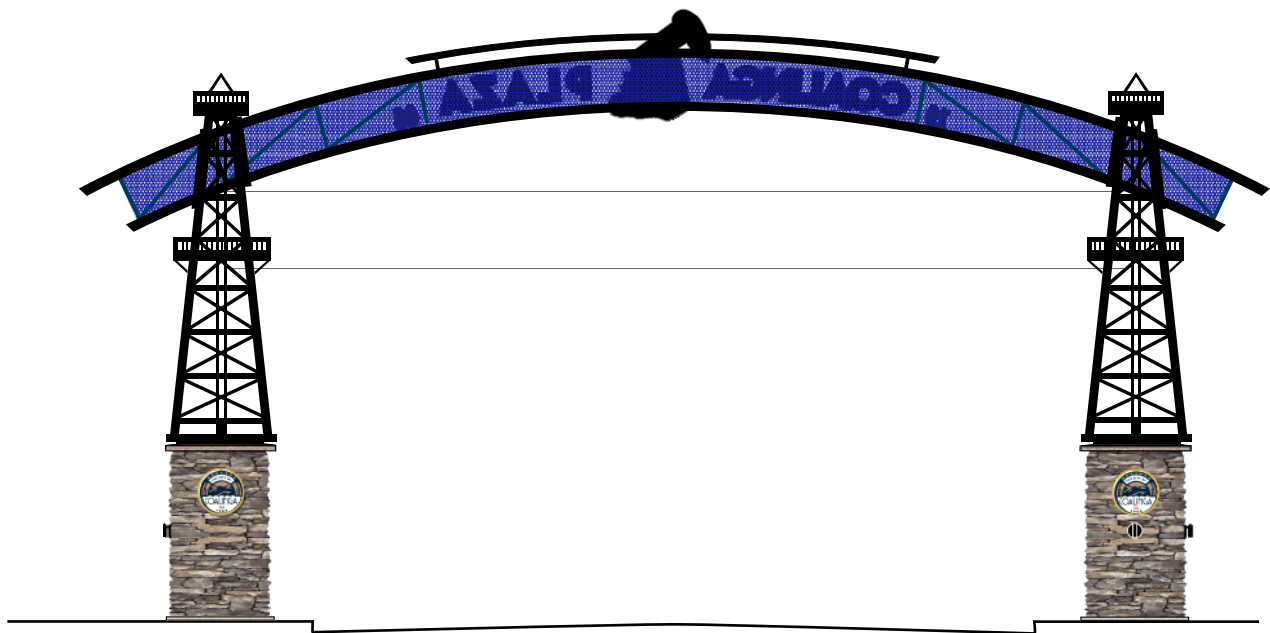
Column Per Engineering

G1 GATEWAY SIGN ELEVATION SCALE: 1/8" = 1'-0"

SPECIFICATION

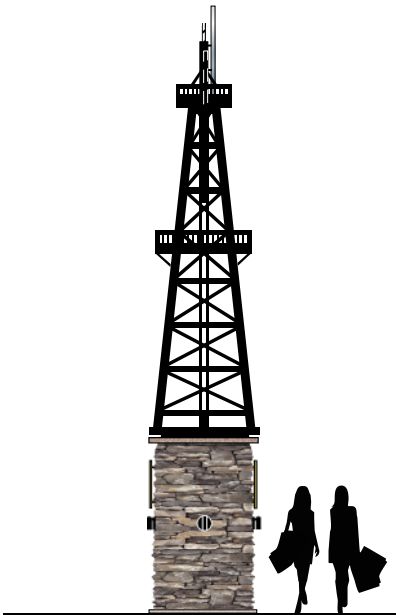
Manufacture and Install (1) S/F Illuminated gateway Sign as Shown.

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Background	Perforated Aluminum	Matthews	To Match PMS 2965 Blue
Double Arch	Steel Per Detail	Matthews	MP282-204 Black Satin Finish
Letters	2" Deep Aluminum w/ 1-1/2" Standoffs	Matthews	To Match PMS 2965 Blue
Letter Backer	1/8" Aluminum	Matthews	Front: Aluminum MP07596 Gentle Gray Satin Finish Back: Black MP282-204 Satin Finish
Letter Illumination	LED	GE	TETRA Max H.O.
Derrick Style Column	4" Sq. Tube (Vertical) 3" Sq. Tube (Horizontal) 2" Sq. Tube (Diagonal)	Matthews	MP282-204 Black Satin Finish
Truss	Per Engineering	Matthews	MP282-204 Black Satin Finish
Column Base	El Dorado Stone Rustic Ledge (Saratoga)		
Column Cap	El Dorado Stone Chiseled Edge Cap (Earth)		24x24x2-1/2
Top Decorative Railing	Rolled 3" Sq. Tube	Matthews	MP282-204 Black Satin Finish
Derrick Platforms	1/4" Routed Aluminum	Matthews	MP282-204 Black Satin Finish



G1 REVERSE ELEVATION SCALE: 1/8" = 1'-0"

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
City Emblem	1/4" Aluminum	Matthews	To Match PMS 2965 Blue
Emblem Graphic	Exterior Grade Digital Print		
Path Lighting	Exterior Lighting	Intense Lighting	IVT107 LV Wall Mounted Cylinder Downlight
Column Flood Lighting	Exterior Lighting	RAB Lighting	LFLED5NB Black Outdoor Flood Light Fixture



G1 END VIEW SCALE: 1/8" = 1'-0"



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Date:

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Sales:

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Design:

☐ Randy Tucker

File Name/Location:

2013/C/City of Coalinga Gateway

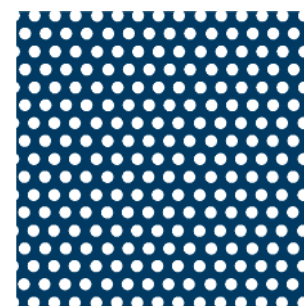
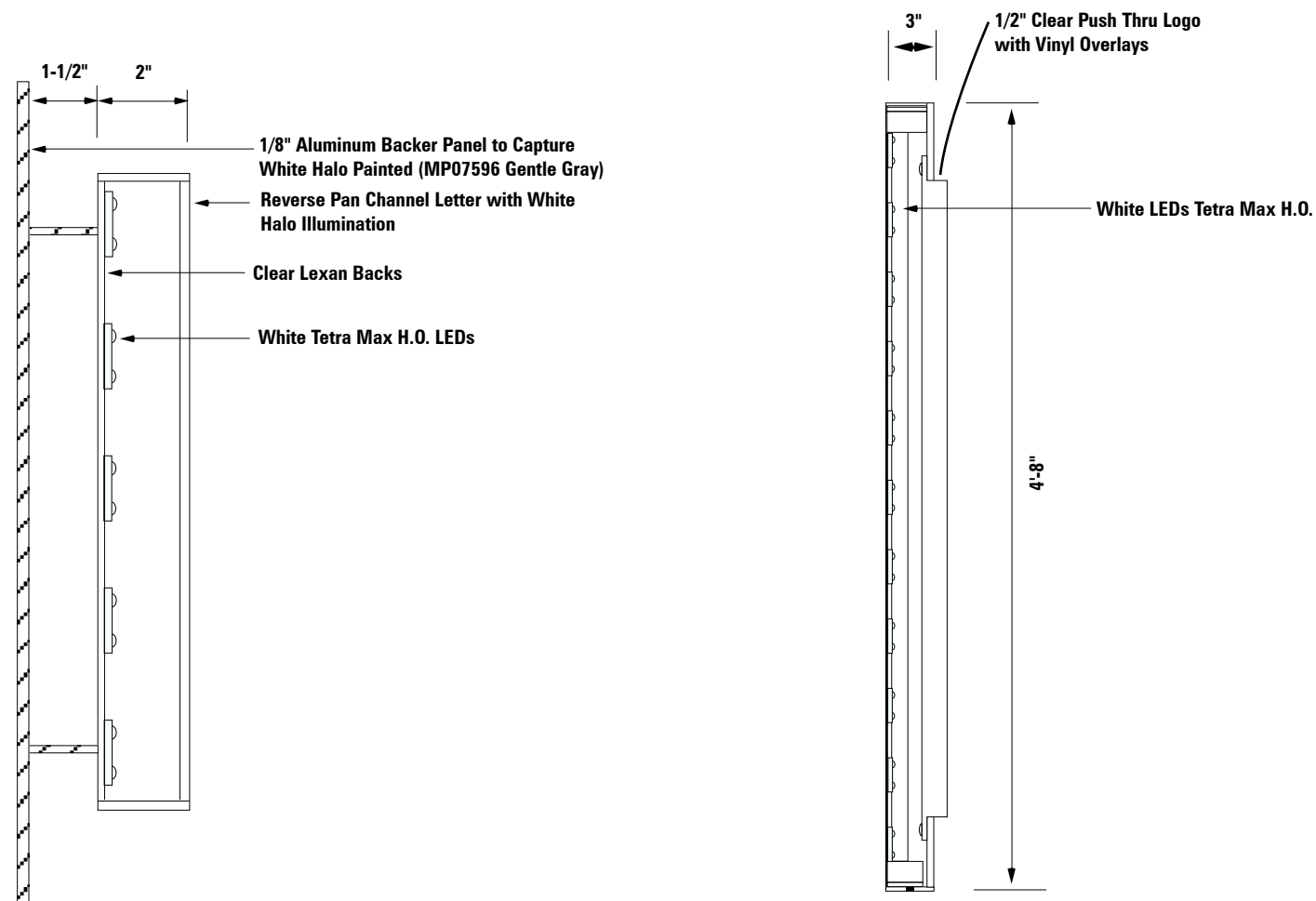
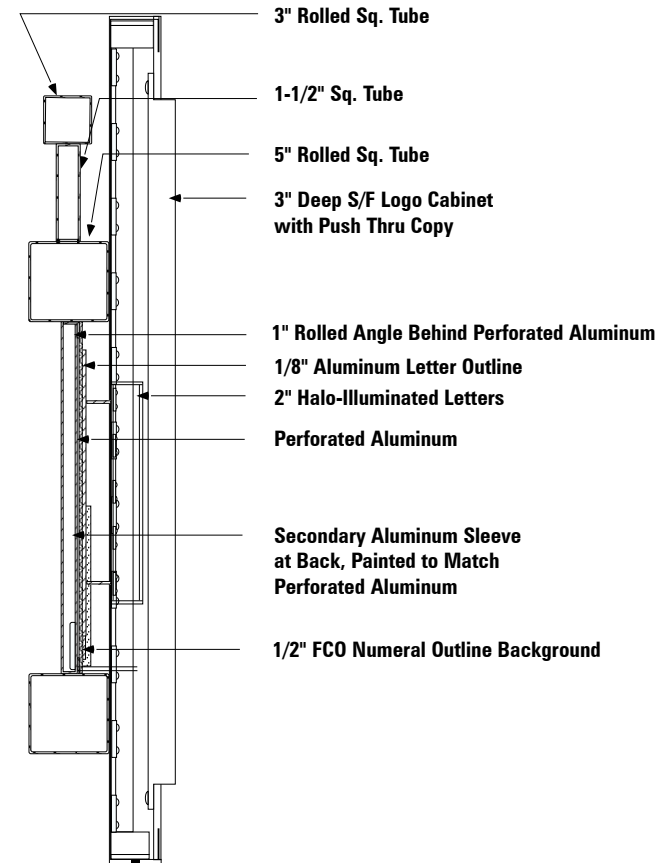
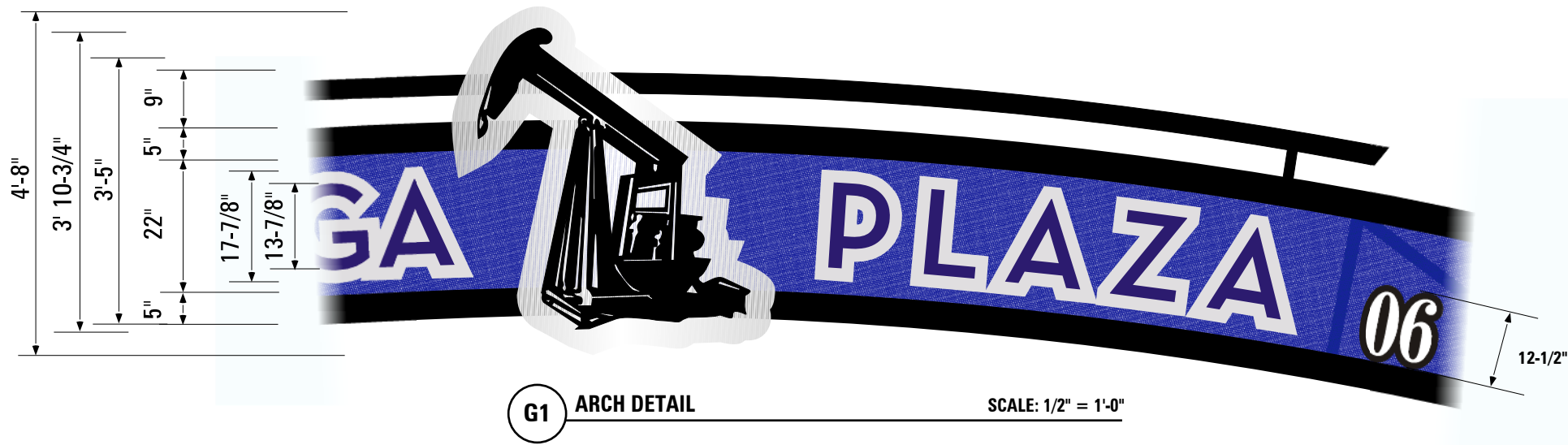
Rev.	Date	Description
A	8.23.13	Updated Stone Callout/Lighting Spec.

Customer Approval

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130716



PERFORATION DETAIL

Vendor: McNichols
Centers: 1/4" Holes, Staggered on 5/16" Centers
Gauge: .125
Sheet Size: 4' x 10'
Open Area: 58% Open Area
Painted to Match PMS 2965



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Date:

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Design:

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Rev.	Date	Description

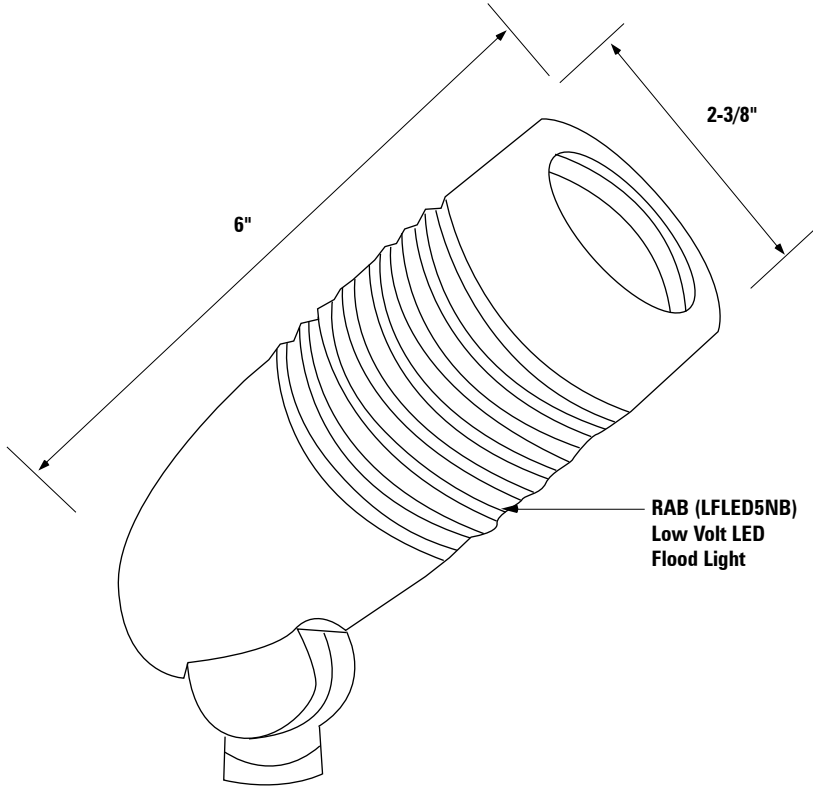
Customer Approval

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130716

Sheet 3

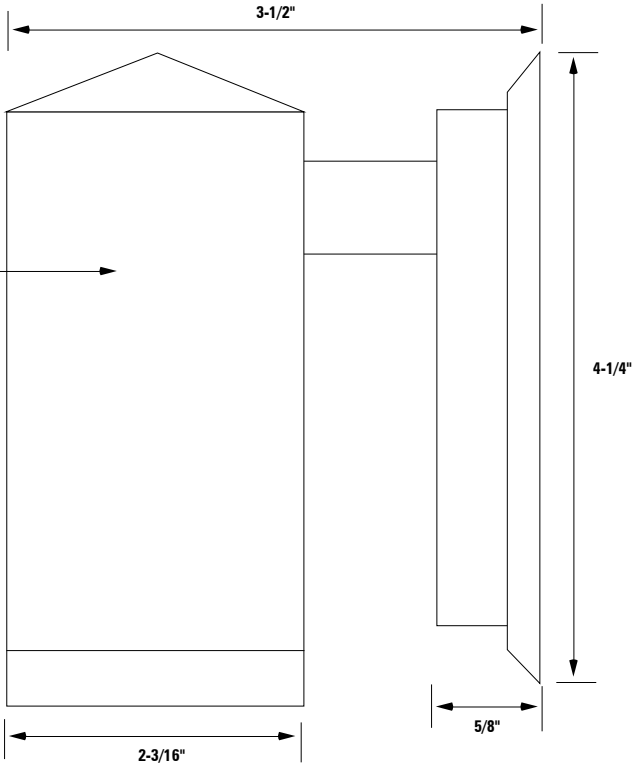


G1 FLOOD LIGHTING DETAIL SCALE: NTS



Vortech (IVT107)
Low Volt Mini Cylinder
Down Light

316 S.S. Shown Available
in Powder Coated Black



G1 PATH LIGHTING DETAIL SCALE: NTS



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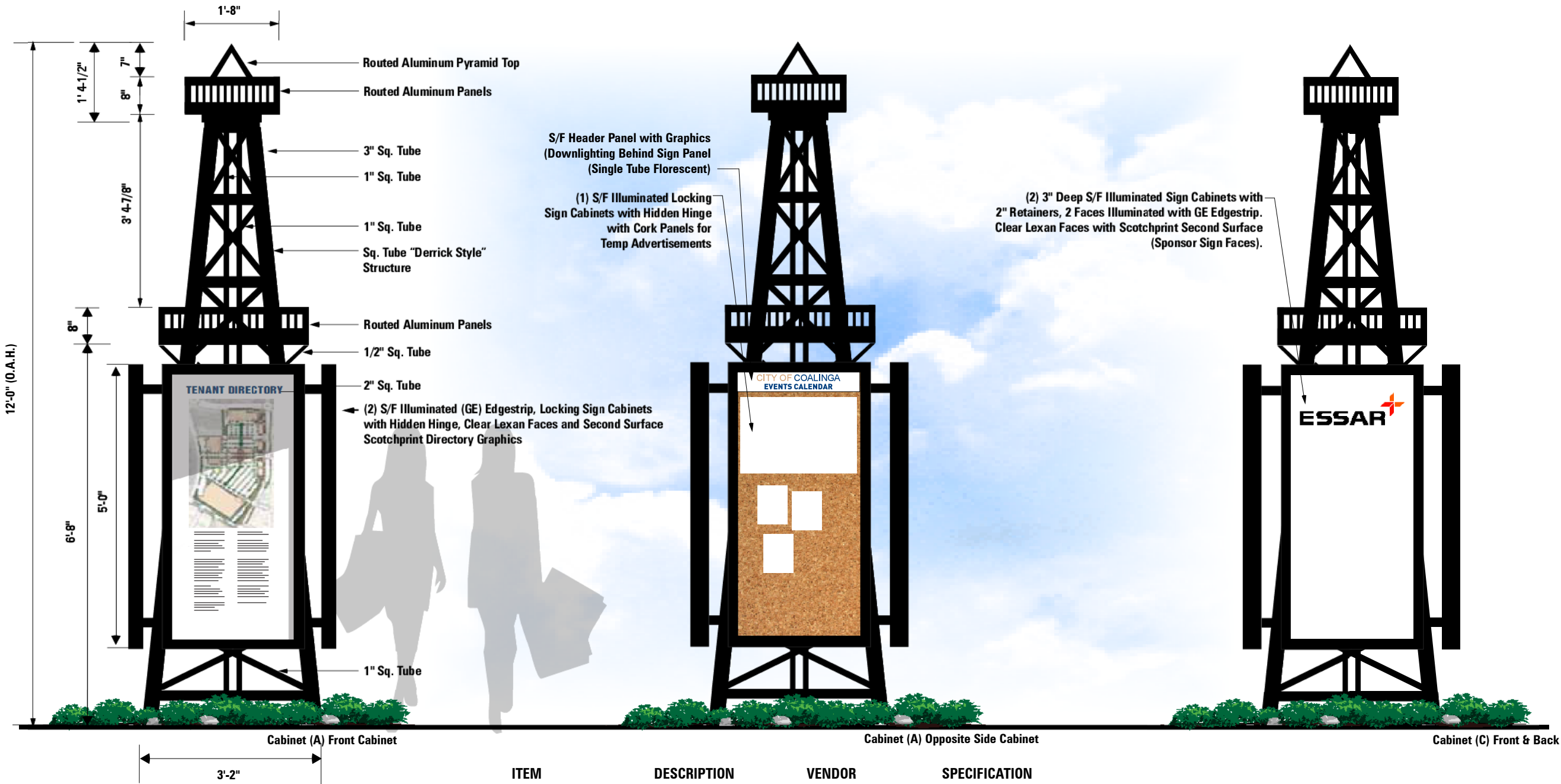
Design:
☐ Randy Tucker

File Name/Location:
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Rev.	Date	Description

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G2

KIOSK SIGN ELEVATION

SCALE: 1/2" = 1'-0"

SPECIFICATION

Manufacture and Install (1) Custom Illuminated Kiosk Sign

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Cabinet (A)	3-7/8" Deep Aluminum Hidden Hinge, 2" Retainers	Matthews	Painted Black Finish
Faces (Cabinet (A))	Clear Lexan Faces	GE	
Face Decoration (A)	Exterior Grade Digital Print		Second Surface Scotch Print
Illumination	Edgestrip Lighting	GE	

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Cabinet (A)	3-1/8" Deep Aluminum Hidden Hinge, 2" Retainers	Matthews	Painted Black Finish
Faces (Cabinet (A) (Header))	White Lexan Faces	GE	
Face Decoration (A)	Exterior Grade Digital Print		Graphic Copy (TBD)
Illumination	Single Tube Florescent Bulb	GE	
Secondary Face	Cork Board		

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Cabinet (C)	3" Deep Aluminum Hidden Hinge, 2" Retainers	Matthews	Painted Black Finish
Faces (Cabinet (C))	Clear Lexan Faces	GE	
Face Decoration (C)	Exterior Grade Digital Print		Second Surface Scotch Print
Illumination	Edgestrip Lighting	GE	



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Date:

7-16-2013

Sales:

☐ Mark Gastineau

Design:

☐ Randy Tucker

File Name/Location:

2013/C/City of Coalinga Gateway

Rev.	Date	Description
A	8.23.13	Updated Callouts
B	8.27.13	Updated Callouts

Customer Approval

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

Subject: City Council Authorization Directing the City Manager to Prepare and Execute a Contract for Services with Arrow Sign Company in the Amount of \$143,016 for the Design, Manufacturing and Installation of the Plaza Entrance Archway Sign and Wayfinding (Kiosk) Signage.

Meeting Date: September 5, 2013

From: Rene A. Ramirez, City Manager

Prepared by: Sean Brewer, Assistant Community Development Director

I. RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to prepare and execute a contract for services with Arrow Sign Company in the amount of \$143,016 for the design, manufacturing and installation of the Plaza Entrance Sign and Way-finding (Kiosk) Signage.

II. BACKGROUND:

On June 25, 2013 staff solicited proposals from qualified contractors/firms to prepare and submit a proposal for designing, providing fabrication and installing a plaza archway sign, kiosk and associated accoutrements on the west-side of 5th Street near Elm Ave in Coalinga.

The required components of the bid included design of the entrance sign based on an existing example provided as presented to Council, and a Kiosk which represents an oil derrick that will serve as business information tool and legacy information center for AERA Energy, a contributing sponsor for the way-finding (kiosk) sign. The signage and kiosk shall have lighting features and maintain an oil industry theme as part of the design. Electrical points of connection are going to be provided by the City.

III. DISCUSSION:

The City received four (4) proposals ranging in price, experience and design. After careful consideration and review of the designs as well as price, Arrow Sign Company far exceeded the expectations of City staff in all aspects of the proposal. All other proposals did not show what the City had envisioned the archway and way-finding sign to be. The proposal by Arrow Sign Company has been attached for the Council's consideration.

Staff is requesting that the City Council authorize the City Manager to enter into a professional services agreement with Arrow Sign Company in the amount of \$143,016 to complete the tasks as stated above.

The estimated schedule for completion is as follows:

- Execution of Contract: Week of September 9th
- Design Completion, Shop Drawings Review/Approval, Fabrication: September – Late November 2013
- Installation/Completion: Mid December 2013 (towards the completion of the Plaza Project).

IV. ALTERNATIVES:

<!--[if !supportLists]-->Do not direct the City Manager to execute an agreement with Arrow Sign Company
– Staff does not recommend.

V. FISCAL IMPACT:

The Contract amount will be \$143,016 and the funding source will be derived from qualifying street funds (Gas Tax and Measure “C” Flexible Funding). These expenses were built into the Plaza Beautification Budget. AERA Energy has committed as much as \$12,000 to the project design, fabrication and installation, as a legacy gift.

ATTACHMENTS:

File Name	Description
 Arrow Signs Cost Proposal.pdf	Arrow Signs Cost Proposal
 Archway and Wayfinding Signage (Day & Night Views).pdf	Archway and Wayfinding Signage (Day & Night Views)

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

Subject: Conference with Labor Negotiator Government Code 54957.6. CITY
NEGOTIATORS: Rene A. Ramirez, City Manager; Marissa Chavez, Human
Resources Director; Laurie Avedisian, City Attorney. EMPLOYEE
(ORGANIZATION): General Employees; Non-Represented Employees;
International Association of Fire Fighter's

Meeting Date:

From:

Prepared by:

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject: Potential Direction Regarding Claremont Community Correctional Facility
Meeting Date: September 5, 2013
From: Rene A. Ramirez, City Manager
Prepared by: Rene A. Ramirez, City Manager

I. RECOMMENDATION:

No recommendation. The purpose of this item is to create a place-holder for potential discussion and direction at the Claremont CCF. There may or may not be any discussion depending on what we hear from Sacramento and/or ACCAPS.

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
No Attachments Available	