### **MEETING AGENDA**

The City Council/Successor Agency of the City of Firebaugh Vol. No.16/03-07

**Location of Meeting:** 

**Andrew Firebaugh Community Center** 

1655 13th Street, Firebaugh, CA 93622

Date/Time:

March 7, 2016/6:00 p.m.

**CALL TO ORDER** 

**ROLL CALL** 

Mayor Freddy Valdez

Mayor Pro Tem Brady Jenkins Council Member Craig Knight Council Member Marcia Sablan Council Member Felipe Perez

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Andrew Firebaugh Community Center to participate at this meeting, please contact the Deputy City Clerk at (559) 659-2043. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Andrew Firebaugh Community Center.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the Deputy City Clerk's office, during normal business hours.

### PLEDGE OF ALLEGIANCE

### PUBLIC COMMENT

### **PRESENTATION**

- Swear-In of Officer Jesus Molina
- Presentation by K-9 Officer Santoyo introducing K-9 (Bowie) and Officer Vaca presentation on K-9 Bonti.
- Sami Khan of Enviro Group to presentation the Wastewater Reuse for Agriculture Project.

### **CONSENT CALENDAR**

Items listed on the calendar are considered routine and are acted upon by one motion unless any Council member requests separate action. Typical items include minutes, claims, adoption of ordinances previously introduced and discussed, execution of agreements and other similar items.

- 1. APPROVAL OF MINUTES The City Council meeting on January 25, 2016.
- 2. APPROVAL OF MINUTES The City Council meeting on February 2, 2016.
- 3. APPROVAL OF MINUTES The City Council meeting on February 29, 2016.
- 4. WARRANT REGISTER Period starting January 1, and ending on January 31, 2016.

January 2016 General Warrants #32937 - #33126 \$ 199,153.08 Payroll Warrants #66457 - #66558 \$ 275,892.24

TOTAL \$ 475,045.32

### CLOSED SESSION

1. Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT / EMPLOYMENT: City Manager

2. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS: UNREPRESENTED EMPLOYEES

City Negotiator:

City Attorney

**Employee Organizations:** 

Unrepresented Employee - City Manager

### ANNOUNCEMENT AFTER CLOSED SESSION

### **NEW BUSINESS**

5. THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE THROUGH-THE FENCE AGREEMENT FOR AIRPORT OPERATIONS.

**Recommended Action:** 

City Council receives comments and approves agreement with Tri-Air.

6. <u>RESOLUTION NO. 16-05 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, DECLARING CERTAIN CITY PROPERTY AS SURPLUS EQUIPMENT.</u>

Recommended Action:

City Council receives comments and approves Res. No. 16-05.

7. RESOLUTION NO. 16-06 - A RESOLUTION OF THE COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, AUTHORIZING THE FILING OF APPLICATIONS FOR SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT FUNDS AND AUTHORIZING THE EXECUTION OF DOCUMENTS BY THE CITY MANAGER OR DESIGNEE.

Recommended Action:

City Council receives comments and approves Res. No. 16-06.

8. <u>RESOLUTION NO. 16-07 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH DISCUSSION AND CONSIDER APPROVAL OF PROPOSED CITY MANAGER CONTRACT.</u>

Recommended Action:

City Council receives public comment and approves Res. No. 16-07.

9. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND REVIEW BOND PROCEEDS EXPENDITURE AND/OR BOND SPENDING PLAN.

**Recommended Action:** 

City Council receives public comment and gives staff direction.

10. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS UPDATE ON RODEO COMMITTEE AND HEAR RECOMMENDATIONS REGARDING JARIPEO EVENTS.

Recommended Action:

City Council receives comments and gives staff direction.

11. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS MOBILE RESTROOM.

Recommended Action:

City Council receives comments and gives staff direction.

### 12. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS POSSIBLE ISSUANCE OF CITY CELL PHONE TO CITY COUNCIL MEMBERS STRICTLY FOR CITY BUSINESS MATTERS.

**Recommended Action:** 

City Council receives comments and gives staff direction.

### **ADJOURNMENT**

Certification of posting the Agenda
I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, March 3, 2016 at 5:00 p.m. by Ben Gallegos, Interim City Manager.

### ENVIRO GROUP EG.





### The Team

The Group is led by Sami Khan along with partners for Congressman George Radanovich and Stan Devereux.



### Sami Khan - Project Development Team Leader

Sami Khan has been a lead Developer of Greenfield Infrastructure (Water, Power and Waste Management) projects for over fifteen years working on projects including in EU with the Ministry of Environment of Germany along with DSD Grune Punkt (Green Point) and PROAV of Netherlands. A waste-to-Energy project and a Plastics recycling project.

Photo: Sami Khan at SWRO Desal Project Signing with US Ambassador to Pakistan

Sami has led large scale Seawater Desalination Plants projects
Development with partners including USTDA, US OPIC, the World Bank, Abu Dhabi
Investment Co. GE Water & Power and GE Capital. In EU SWRO Desalination technology
companies leading the field are also included, such as Abengua and Acciona. Sami was
responsible for leading overall projects development including, project Desk Studies establish
need and initial details, project feasibility studies including Environmental assessments,
technology options, financial models, legal contracts structures, risk assessments and project
partners structuring.

Sami also has eighteen years of Construction Management experience in the USA and oversea. Projects including Design Build and General Contracting of commercial and residential developments. Sami and his team is currently focus on the California Agriculture water needs foreseen to be billions of dollars market.



The Honorable George Radanovich – Former U.S. Congressman In 1994, George Radanovich was elected to Congress representing the 19th Congressional District of California. He was the first full-time winemaker to serve in Congress since Thomas Jefferson. He served as president of the House Republican freshman class of the new majority and pressed the need for cultural reform to accompany the reduction in the size of government.

A California native, George Radanovich (rah-DON-oh-vitch), earned a Bachelor of Science degree in agricultural business management from California State Polytechnic University in San Luis Obispo in 1978.

The Congressman served on the Energy and Commerce. Prior to that, he served on the Budget Committee, the Foreign Relations Committee and the Resources Committee. Mr. Radanovich has maintained his strong ties to the members of Congress, and relationships with House Foreign Affairs Committee chairman Ed Royce (R-California), and subcommittee chairman Dana Rohrabacher (R-California). Mr. Radanovich knows how the people and the process to get things done on Capitol Hill. He retired in 2011.



Stan Devereux – Former California Assistant State Treasurer
Stan Devereux brings extensive and diverse experience to clients.
As Vice President for Pac/West, Stan has provided leadership on a variety of public relations, government affairs and marketing efforts. Whether it was lobbying government, building coalitions of support, providing media relations, crisis management, or education campaigns, Stan has the experience to help clients succeed. Stan has also developed and managed political campaigns that enabled him to serve as the political analyst for several Sacramento radio stations, including KFBK-AM.

In fact, many of the campaigns Stan worked on were high-profile campaigns for State Treasurer, Lt. Governor, Congress and the United States Senate. For more than 15 years, Stan worked inside California state government managing issues and legislation related to natural resources, taxes, and insurance. At one time, he was Assistant State Treasurer in California and chief of staff to Matt Fong.

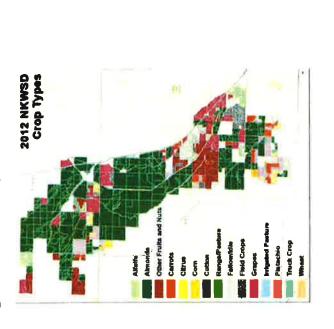
Stan began his career in television news as an anchor, reporter and producer for stations in Alaska, Oregon and California. His media relations and legislative skills were further developed as a Senior Consultant in the California State Senate, and later as the External Affairs Manager for the Western States Petroleum Association. As Director of Public and Government Affairs for the California Earthquake Authority, the world's largest provider of residential earthquake insurance, Stan developed and implemented education and awareness campaigns and crisis communications.

### Firebaugh, CA Wastewater Reuse for Agriculture Project.

- A Build, Own & Operate "BOO" Project.
- At no cost to the City of Firebaugh with a 50% or more savings in annual O&M cost to
- The Project Financing is based on product water off-take / purchase under a 15 year Water Purchase Agreement "WPA" with Westlands Water District of Fresno, CA
- Total Quantity of wastewater to be treated for Reuse = 500,000 GPD Firebaugh City Domestic wastewater + the 200,000 GPD industrial wastewater from Tomatek + the 2 Million Gallons per Day industrial wastewater from Tomatek during July October each year. Approximate Per Year Total of 1000 Acre Foot.
- Westlands Water District has agreed to enter into WPA for the total quantity of Product Water to be produced for Reuse.

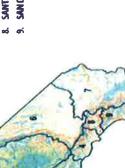
### Central Valley, California Sustainable Water Resources for Agriculture

### **Drought Proof Irrigation Water Resources Development**





- 1. NORTH COAST REGION (1)
- 2. SAN FRANCISCO BAY REGION (2)
- 3. CENTRAL COAST REGION (3)
  - 4. LOS ANGELES REGION (4)
- 5. CENTRAL VALLEY REGION [5]
- 7. COLORADO RIVER BASIN REGION (7) 6. LAHONTAN REGION (6)
- 8. SANTA ANA REGION (8)
  - 9. SAN DIEGO REGION (9)



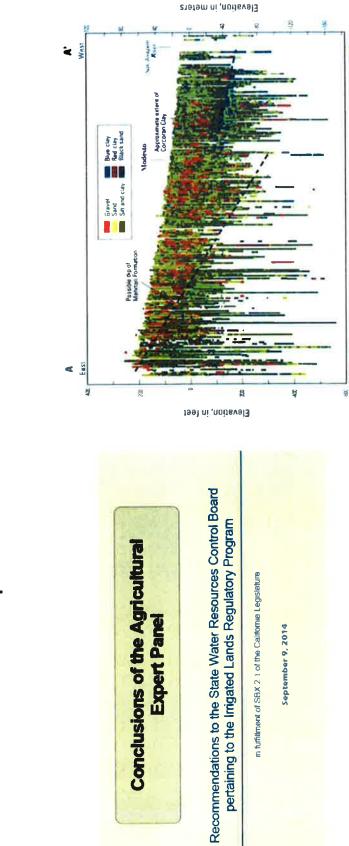
# The Golden State, California is a \$2 trillion economy

- California's agriculture industry has a global impact.
- The value of California's exports accounted for \$21.24 billion in value in 2013.
- California's agriculture industry generates about 450,000 jobs, \$25 billion in labor income and \$42 billion in value added to the local
- It's the industry that uses 80 percent of the state's water supply. It is also the industry that supplies the **nation** with food

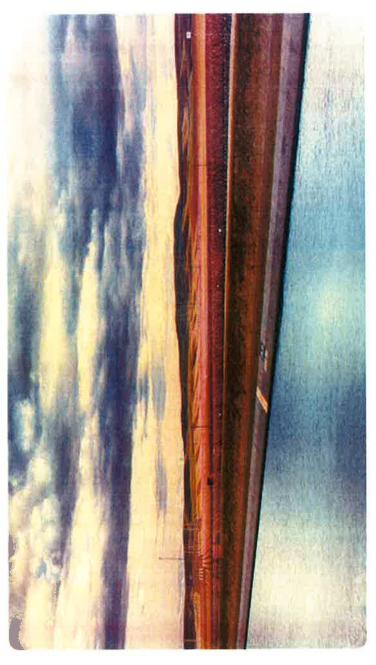
## Agriculture and Ag Water economics in California

- Regardless of the economics, if people want food we will have to pay the price in terms of water for producing the agriculture products. There is no other choice if we want food!
- Lower-cash value crops provide a major part of human diet
- It is unlikely that only increasing Irrigation efficiency will meet the predicted future water needs agriculture.
- Sustainable water resource for agriculture lands are already becoming and will be one of top valuable assets in human history

## Ground Water profile and critical Balance



13 percent short of the 1.4 million acre-feet required to water the entire Westlands contracts with the Bureau of Reclamation (USBR) to deliver more than 700 family-owned farms. The total water available is about up to 1,195,000 acre-feet of Central Valley Project (CVP) water to its irrigable area in Westlands – shortage of 182,000 acre foot



Westlands farmers produce more than 60 highquality commercial food and fiber crops for the fresh, dry, canned and frozen food markets.



Westlands farmers on average generate approximately \$3.5 billion in farm-related economic activity for the communities of Fresno and Kings Counties.



## Enviro Group EG – Firebaugh, CA Wastewater Reuse for Agriculture Project

- The Project Company will install and Operate a complete new Domestic Wastewater Treatment Plant to Treat the 500,000 + GPD city wastewater to match or exceed the water quality flowing in the Trigation canal.
- The new treatment system / plant will be connected to the existing headworks and will have  $1/4^{\rm th}$  foot print of existing plant
- A separate complete new wastewater treatment system / plant will be install to treat the wastewater from Tomatek.
- wastewater treatment area to treat the wastewater to match or exceed the The Primary Treatment portion will be installed at the Tomatek property and the secondary treatment system portion will be installed at the City's water quality flowing in the irrigation canal.

## Enviro Group EG – Firebaugh, CA Wastewater Reuse for Agriculture Project

### Wastewater Treatment Technology:

- The technology to treat wastewater to Potable quality is well established, proven and in use for over past decade.
- plant where at the end of the treatment process you can pick a bottle of Nu Water and drink it. In 2004 Singapore started operating a large scale wastewater treatment
- In 2005 my 4<sup>th</sup> Grader's teacher requested me to talk about and show the Nu Water in her class during her "California Resources portion of studies"
- I did it without allowing the kids to drink the Nu Water except for my son! All the kids said they wanted to try it.

## Enviro Group EG – Firebaugh, CA Wastewater Reuse for Agriculture Project

### Current Status of the Project:

- All the required analysis of City Domestic wastewater are done as required to build the specific treatment process specifications.
- Technology partner has completed the design details, costs estimates and are working on required civil works details. Finalizing of design and details process will start after execution of the project agreement with
- Meetings with Tomatek to exchange project details were conducted last month and are ongoing. A project proposal with general terms and requirements has been provided to Tomatek.
- Tomatek is eager to move forward and has provided all the data and details of the produced wastewater. technical analysis is under way for initial design options. Tomatek will bare a portion (20 30%) of the total project cost for the treatment plant / system for their wastewater treatment and the O&M cost.
- Detailed discussions with Westlands Water District have been on going and drafting of the Water Purchase Agreement will start after the project agreement with the City is executed.

### SPECIAL MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh Vol. No. 16/01-25

Location of Meeting:

**Andrew Firebaugh Community Center** 

1655 13th Street, Firebaugh, CA 93622

Date/Time:

January 25, 2016 / 3:00 p.m.

**CALL TO ORDER** 

Meeting called to order by Mayor Valdez at 3:06 p.m.

ROLL CALL PRESENT:

Mayor Freddy Valdez

Mayor Pro Tem Brady Jenkins

3:19 pm

Council Member Felipe Perez Council Member Craig Knight

ABSENT:

Council Member Marcia Sablan

**OTHERS:** 

City Attorney Roy Santos; Interim City Manager/Public Works Director, Ben Gallegos; Deputy City Clerk, Rita Lozano; Police Chief, Sal Raygoza; Fire

Chief, John Borboa; Finance Director, Pio Martin and others.

PLEDGE OF ALLEGIANCE:

Council Member Gallegos led pledge of Allegiance.

**PUBLIC COMMENT: None** 

Motion to enter closed session by Council Member Knight, Second by Council Member Perez, motion passes by 3-0 vote at 3:07 p.m.

### **CLOSED SESSION**

1. Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT: City Manager.

Motion to enter open session motion by passes by 4-0 vote at 6:20 p.m.

ANNOUNCEMENT AFTER CLOSED SESSION:

No Action Taken.

### **CONSENT CALENDAR**

2. APPROVAL OF MINUTES - The City Council meeting on January 13, 2016.

Motion to approve consent calendar by Council Member Knight, seconded by Council Member Perez, motion passes by 4-0 vote.

**NEW BUSINESS** 

3. AWARD RFP FOR GRANT ADMINISTRATIVE SERVICES REGARDING 15-CDBG-10568 (SENIOR CENTER REHAB/WATER & SEWER IMPROVEMENTS/CODE ENFORCEMENT PROJECT).

Motion to accept and award RFP to Adams Ashby Group by Council Member Knight, seconded by Council Member Jenkins, motion passes by 4-0 vote.

4. AWARD RFP FOR LABOR COMPLIANCE SERVICES REGARDING 15-CDBG-10568 (SENIOR CENTER REHAB/WATER & SEWER IMPROVEMENTS/CODE ENFORCEMENT PROJECT).

Motion to accept and award RFP to Adams Ashby Group by Council Member Knight, seconded by Council Member Jenkins, motion passes by 4-0 vote.

### 5. MID-YEAR BUDGET REVIEW FOR FY 2015-16.

Motion to amend water fund with an increase of \$120,000 to replace filters at the facilities by Council Member Knight, seconded by Council Member Jenkins, motion passes by 4-0 vote.

### 6. RODEO GROUNDS RENTAL UPDATE.

Wanda Breshears, 1759 Thacher Drive, stated concern regarding the rental of the Rodeo Grounds for Jaripeo events. A Rodeo Ground Committee scheduled a meeting at Community Center for February 11, 2016 at 6:00 pm, to receive comments and make recommendations to Council regarding the rental usage of the Rodeo Grounds. Mayor Pro Temp Jenkins and Council Member Knight to serve on the committee.

### SUCCESSOR AGENCY MATTERS: None

PUBLIC COMMENT: Ramon Echeveste petitioned to receive a waiver of building permit fees for the parking lot of their property (Don Pepe's/Latino Market). Council requested an estimate of the fee cost for the project from staff. Staff replied that the applicant must complete the building permit application and submit design to calculate the fees.

### STAFF REPORTS

- Police Chief Raygoza Still working with Senator Cannella on trying to seek funding from the State budget that will help on relocating to the Courthouse. The State postponed the deadline for the Medical Marijuana Cultivation Ordinance because the y are revising the state law. City Attorney brought information on this issue to review and consider.
- Fire Chief Borboa Two young women passed away in a car accident from our community this weekend.
- Finance Director Martin Working with the Auditor, the report completion is delayed due to information from CalPERS regarding the GASB report, the reports will take about two weeks to receive and there is a charge to request them. The charge will be included in our Audit Report.
- Eity Attorney Santos provided an update on all pending items, stated concerns and recommended changes for the following agreements, the City cannot lease publicly owned property for less than market value or provide free water to organizations, residents or business; it is a valuation of Prop218. Working with Police Chief on Cultivation ordinance, will provide two options for Council to review, one prohibiting any cultivation and second option to allow cultivation, all mentioned agreements and ordinance will be presented for approve at a future council meeting, after all changes have been made. We do not look backwards at past agreements to see if the original contract were valid but we must look at the current laws for Fair market value on the current proposed agreements, through negotiations with lease or realtor. Therefore, the recommendation is land lease agreements should be approved through a RFP process
- Public Works Director Gallegos A meeting to see if the city will qualify for a charging station at City Hall. Working with Valadao on incurring more land for the airport and some of the businesses using the airport have agreed to sign the through the fence agreement. Fresno County is starting a new recycle program, they will be installing metal containers as drop off stations for sharps, lightbulbs, batteries and such items, the possible location in the city is Senior Center and Police Department. Cal Recycle is implementing a new recycle program due to AB1826 a new law, which requires all food to be recycled.

### **PENDING ITEMS**

Agreements:

Impact Fee Study - Community Garden - Ground Lease - Giant Burger

Ordinances:

Cable Dissolution - Cultivation Medical Marijuana - Code Enforcement/Preservation Code

Other:

Personnel Policies Handbook - Restroom - Enclosed Area/Rodeo Grounds - 1458 11th St.

Property

ADJOURNMENT - Motion to adjourn by Council Member Jenkins, second by Council Member Knight; motion passes by 4-0 vote at 7:09 p.m.

### SPECIAL MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh Vol. No. 16/02-02

**Location of Meeting:** 

**Andrew Firebaugh Community Center** 

1655 13th Street, Firebaugh, CA 93622

Date/Time:

February 2, 2016 / 3:30 p.m.

**CALL TO ORDER** 

Meeting called to order by Mayor Valdez at 3:30 p.m.

**ROLL CALL** 

PRESENT:

Mayor Freddy Valdez

Mayor Pro Tem Brady Jenkins 3:33

Council Member Felipe Perez Council Member Craig Knight

ABSENT:

Council Member Marcia Sablan

**OTHERS:** 

City Attorney Roy Santos; Interim City Manager/Public Works

Director, Ben Gallegos; Deputy City Clerk, Rita Lozano and Others.

PLEDGE OF ALLEGIANCE:

Council Member Santos led pledge of Allegiance.

PUBLIC COMMENT: None

Motion to enter closed session by Council Member Knight, Second by Council Member Perez, motion passes by 4-0 vote at 3:31 p.m.

### **CLOSED SESSION**

### 1. Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT: City Manager.

Motion to enter open session motion by Council Member Knight, Second by Council Member Jenkins, passes by 4-0 vote at 4:35 p.m.

### ANNOUNCEMENT AFTER CLOSED SESSION

No Action Taken.

ADJOURNMENT - Motion to adjourn by Council Member Knight, second by Council Member Perez; motion passes by 4-0 vote at 4:36 p.m.

### SPECIAL MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh Vol. No. 16/02-29

Location of Meeting:

**Andrew Firebaugh Community Center** 

1655 13th Street, Firebaugh, CA 93622

Date/Time:

February 29, 2016 / 4:00 p.m.

**CALL TO ORDER** 

Meeting called to order by Mayor Valdez at 4:01 p.m.

**ROLL CALL** 

PRESENT:

Mayor Freddy Valdez

Mayor Pro Tem Brady Jenkins Council Member Felipe Perez Council Member Craig Knight Council Member Marcia Sablan

ABSENT:

**OTHERS:** 

City Attorney Roy Santos (4:12 pm); Interim City Manager/Public Works

Director, Ben Gallegos; Deputy City Clerk, Rita Lozano.

PLEDGE OF ALLEGIANCE:

Council Member Sablan led pledge of Allegiance.

PUBLIC COMMENT: Nancy Vaca informed Council of the good job that they are doing.

Motion to enter closed session by Council Member Knight, Second by Council Member Jenkins, motion passes by 5-0 vote at 4:03 p.m.

### **CLOSED SESSION**

### 1. Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT: City Manager.

### 2. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS: UNREPRESENTED EMPLOYEES

City Negotiator: City Attorney

Employee Organizations: Unrepresented Employee - City Manager

Motion to enter open session motion by Council Member Knight, Second by Council Member Jenkins, passes by 5-0 vote at 6:24 p.m.

### ANNOUNCEMENT AFTER CLOSED SESSION

No Action Taken.

ADJOURNMENT - Motion to adjourn by Council Member Knight, second by Council Member Jenkins; motion passes by 5-0 vote at 6:25 p.m.

Next Scheduled Council Meeting is on March 7, 2016 at 6:00 p.m.



### <u>REPORT TO CITY COUNCIL</u>MEMORANDUM

AGENDA ITEM NO:\_\_\_\_

COUNCIL MEETING DATE: February 10, 2016

SUBJECT: Warrant Register Dated: February 10, 2016

### **RECOMMENDATION:**

In accordance with Section 37202 of the Government Code of the State of California there is presented here with a summary of the demands against the City of Firebaugh covering obligations to be paid during the period of:

JANUARY 01, 2016 – JANUARY 31, 2016

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

### IT IS HEREBY RECOMMENDED THE CITY COUNCIL APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:

0.000/100000	\$ 199,153.08 \$ 275,892.24
TOTAL WARRANTS	\$ 475,045.32

### CITY OF FIREBAUGH ACCOUNTS PAYABLE WARRANTS JANUARY 1, 2016-JANUARY 31, 2016

		WARRANIS JANU	4K1 1, 2U10-JA	(NUART 31, 2016
Check	Check		Net	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	Description
32937	01/05/16	U.S. POSTMASTER	817.44	UTILITY BILLING FOR DEC 2015
32938	01/06/16	CITY OF FIREBAUGH	87,321.43	UNITED SEC BANK-PAYROLL
32939	01/06/16	JOHN ECHEVESTE	12.86	MQ CUSTOMER REFUND FOR ECHEVESTE
		7	(12.86)	Ck# 032939 Reversed
32940	01/06/16	BARRAGAN, TERRIE	29.13	MQ CUSTOMER REFUND FOR BARRAGAN
			(29.13)	Ck# 032940 Reversed
33003	01/15/16	AGRI-VALLEY IRRIGATION	13.23	HEADWORKS
			45.61	HEADWORKS
			26.09	SENIOR CTR FLOOR REPAIR
			47.07	SENIOR CTR FLOOR WATER LEAK
			21.76	SENIOR CTR FLOOR REPAIR
			9.00	TRUCK #4 GAUGE
			4.56	DOG POUND-TAPE
			4.52	DUNKLE PARK DRINKING FOUNTAIN
			31.08	TRUCK #4- SHOVEL
		CHECK TOTAL:	202.92	
33004	01/15/16	ALERT-O-LITE, INC.	664.79	MOWER PART/ MARKING PAINT
	, -		142.69	PUMP UTILITY BECKSON
			213.15	ASPHALT PATCH
		CHECK TOTAL:	1,020.63	
33005	01/15/16	ANIMAL HEALTH & SANITARY	127.26	TRIPLE TWO GALLON CASE
33006	01/15/16	ANTOJITOS GUANACOS	75.00	FOOD DISH OFELIA TOVAR FUNERAL
33007	01/15/16	AT&T MOBILITY	327.00	#287249191200 POLICE DEPT
33008	01/15/16	AT&T	104.64	9391012022 CITY HALL
			661.17	9391012024 ALL DEPTS
			135.17	9391012021 COMM CTR
			17.76	9391012023 CITY HALL
			504.78	9391012020 POLICE
			0.47	9391019185 PHONE
		CHECK TOTAL:	1,423.99	
33009	01/15/16	AT&T	313.80	5596593227 WATER OPER TELEPHONE
33010	01/15/16	AUTOZONE COMMERCIAL (1379	21.85	PD#10 VEHICLE CARE
			6.99	PD#2- BLK HOOK
			18.52	PD#2 -BLUE TOWELS

			9.00	PD-TINT TOOL
				TRUCK #10-ULTRASHIELD
			217.22	PD#7 FAN ASSEMBLY
			138.82	PD#2 INTAKE MANIFOLD
			(217.22)	PD#7 RETURN DUAL FAN
			44.03	PW#4 DURALAST GOLD
			7.16	SHOP-TWAX CAR WASH
		Check Total:	262.38	
33011	01/15/16	BACKFLOW DISTRIBUTORS, IN	163.14	BACKFLOW KIT TEST
33012	01/15/16	BIG G'S AUTOMOTIVE CENTER	15.82	PD-HEAD LAMP BULB
			10.76	X-MAS SUPPLY-TIE STARS
		Check Total:	26.58	
33013	01/15/16	JOHN BORBOA	1,666.66	STIPEND FOR MONTH OF JANUARY 2016
33014	01/15/16	BSK & ASSOCIATES, INC.	2,091.00	LAB ANALYSIS
	, ,	•	175.00	LAB ANALYSIS
			67.50	LAB ANALYSIS
			160.00	LAB ANALYSIS
			50.00	LAB ANALYSIS
			145.00	LAB ANALYSIS
			45.00	LAB ANALYSIS
	14		31.26	LAB ANALYSIS
			25.00	LAB ANALYSIS
			55.00	LAB ANALYSIS
			181.26	LAB ANALYSIS
			165.00	LAB ANALYSIS
			84.42	LAB ANALYSIS
			31.26	LAB ANALYSIS
				LAB ANALYSIS
			181.26	LAB ANALYSIS
		Check Total:	4,091.71	
33015	01/15/16	CALIFORNIA BUILDING STAND	160.20	2ND QTR REPORT 10/1-12/31
33016	01/15/16	CEMEX	351.91	REPAIR SIDEWALK/ SEWER LINE
33017	01/15/16	CHEVRON & TEXCO CARD SERV	33.15	MONTHLY GAS SERVICE
33018	01/15/16	COLLINS & SCHOETTLER	1,620.25	PLANNING CONSULTING DECEMBER 2015
33019	01/15/16	CORELOGIC SOLUTIONS, LLC.	150.00	REALQUEST FEE FOR DECEMBER 2015
33020	01/15/16	COUNTRY CHARM FLOWERS & G	54.11	PLANT-SENIOR CTR
33021	01/15/16	DEPT. OF CONSERVATION	925.00	BLDG & INSPEC OTHER COST
33022	01/15/16	DEPARTMENT OF JUSTICE	210.00	BLOOD ALCOHOL ANALYSIS
	,,			FINGERPRINT DECEMBER 2015
		Check Total:	323.00	

33023	-	DONALD R. REYNOLDS, CPA	•	THIRD PROGRESS BILLING ANNUAL AUDIT
33024		EPPLER TOWING & TRANSPORT		UNIT#10 RECOVERY
33025	01/15/16			BACKFLOW PACKAGE
33026	-	FERGUSON ENTERPRISES, INC		PW-PARTS
33027	01/15/16	FIREBAUGH AUTO REPAIR	127.00	UNIT #10 REPLACE BATTERY
33028	01/15/16	FIREBAUGH HARDWARE COMPA		LIQUID NAIL-MALDONADO PARK
				HAND CLEANER-CITY SHOP
				ELECT WALL PLATE-CITY HALL
			•	PIPE INSULATION-SITE #2
		Charle Tatale		BATHROOM FAUCET-COMM CTR.
		Check Total:	74.27	
33029		FRESNO COUNTY TREASURER		ACCESS FEES CONTRACT
33030		FRESNO COUNTY AUDITOR'S O		POLICE PARKING CITATION
33031		THE FRESNO BEE	-	CITY MANAGER ADVERTISEMENT
33032	• •	FRESNO-MADERA AREA AGENCY		11/15 NON USDA QUALIFIED
33033	01/15/16	FRESNO OXYGEN	45.88	SHOP-SUPPLIES
33034	01/15/16	G&K SERVICES, INC.	14.18	CITY HALL
			79.35	CITY SHOP
			16.72	COMM. CTR
			10.73	WASTEWATER FACILITY
			21.17	SENIOR CTR.
			14.18	CITY HALL
			79.35	CITY SHOP
			16.72	COMM. CTR
			10.73	WASTEWATER FACILITY
			21.17	SENIOR CTR.
			14.18	CITY HALL
			79.35	CITY HALL
			16.72	COMM. CTR
			10.73	WASTEWATER FACILITY
			14.18	CITY HALL
			79.35	CITY SHOP
			16.72	COMM. CTR
			10.73	WASTEWATER FACILITY
		Check Total:	526.26	
33035	01/15/16	GOODALL TRUCKING, INC.	633.12	BASE ROCK
			633.12	BASE ROCK FOR ALLEYS
			633.12	BASE ROCK FOR ALLEYS
		Check Total:	1,899.36	
33036	01/15/16	GUTHRIE PETROLEUM, INC.	959.71	BULK UNLEADED GAS
	,,			BULK UNLEADED GAS-SWEEPER
				BULK UNLEADED GAS
			2,000.12	<del>_</del>

			811.65	DISEL FUEL
			1,229.82	BULK UNLEADED GAS
			698.19	BULK UNLEADED GAS
		Chec	ck Total: 5,653.95	
33037	01/15/16	HOME DEPOT CREDIT SE	ERVICE 309.98	CITYHALL/SENIOR CTR/PARKS
			1,167.85	PW- PARKS/COMM CTR/FENCE
			128.02	OFFICE SUPPLIES FOR STORAGE
		Chec	ck Total: 1,605.85	
33038	01/15/16	BRADY JENKINS	102.00	MEAL EXPENSE NEW MAYOR/COUNCIL
33039	01/15/16	J-I.T. OUTSOURCE	123.50	WEB MAINTENANCE
33040	01/15/16	K B ELECTRIC	2 243 16	COMPLETED WORK AUGER REPAIR
33040	01, 10, 10	N D ELECTRIC		STREET LIGHT REPAIR
				STREET LIGHT REPAIR
			494.39	CRANE HOIST LIFT MAIN STATION
		Chec	ck Total: 3,486.94	
33041	01/15/16	RODDY A. LAKE	294 19	POLICE HEALTH INS
33042		LUQUIN BOUTIQUE		FUNERAL ARRANGEMENT OFELIA TOVAR
33042	01/15/10	LOQUIN BOOTIQUE	120.00	TOTAL ARRANGEMENT OF ELLA TOTAL
33043	01/15/16	MANUELS TIRE SERVICE,	, INC 78.55	SWEEPER REPAIR
			132.81	SWEEPER REPAIR
			86.90	TUBE
		Chec	ck Total: 298.26	
33044	01/15/16	MID-VALLEY DISPOSAL	26,053.04	SERVICES DURING DECEMBER
			63.63	1800 HELM CANAL RD/WATER
		Chec	ck Total: 26,116.67	
33045	01/15/16	MIGUEL'S PLUMBING SE	ERVICE 725.00	WATER LEAK REPAIR/DETECTION
33046		MOORE TWINING ASSO		SEWER LAB ANALYSIS
33047	01/15/16	NAPA AUTO PARTS - FIR		PD#4 SPEAKER WIRE
				GENERATOR
				OIL CHANGE DOG TRUCK
				PW#5 WIPERS OIL FILTER-NEW SWEEPER
				OIL FILTER
				PW#2 PRESTO PIN
				OIL FILTER-JETTER
				RETURNED OIL FILTER
			· ·	PD#2 RING TERMINAL
				SHOP TOOL-TEST LEAD
		, e		PW#40-BATTERIES
			7.02	DIAMES AN ANGER

7.35 PW#4 OIL FILTER

			79.11	PD#2 IGNITION COIL/BATTER
			17.94	PW#2 OIL FILTER/ANTIFREEZE
			20.91	PD#4 BULK TRAILER WIRE
			7.36	PD#4 CAP SCREW
			11.89	PW#2 PNCLP
			178.57	PW#2 HITCH
			7.64	PW#4 HI TEMP RTV
		Check Total:	490.24	
			104.00	IECUS DALACIOS LIED D.VACCINE
33048		OCCUPATIONAL HEALTH CNTER	_ <del></del> ·	JESUS PALACIOS HEP B VACCINE INDUSTRIAL GLOVES
33049	01/15/16	OFFICE DEPOT, INC.	84.35	INDUSTRIAL GLOVES
33050	01/15/16	PACIFIC GAS & ELECTRIC	34.60	3228327255-0 FIRE DEPT
			47.69	5868421949-4 PARKS DEPT
			26,928.95	ALL DEPTS 7355932148-1
		Check Total:	27,011.24	
33051	01/15/16	CALIF PUBLIC EMPLOYEES RE	5.700.00	ANNUAL UNFUNDED ACCRUED
22021	01/13/10	CALITY ODERC EINITEO TEES NE		ANNUAL UNFUNDED ACCRUED
		Check Total:	15,592.00	
		Check Total.	13,332.00	
33052	01/15/16	PITNEY BOWES #8000-9090-	520.99	POSTAGE METER REFILL
33053	01/15/16	QUILL CORPORATION	19.45	OFFICE SUPPLIES
33033	01/13/10	QOILE COM ONATION		OFFICE SUPPLY USB DRIVE
				OFFICE SUPPLIES
				GLOVES
		Check Total:	458.26	
33054	01/15/16	RON'S AUTO REPAIR	304.20	PD-#3 K9
33055	01/15/16	SPARKLETTS	14.92	PUBLIC WORKS/SHOP
33033	01/15/10	SPARKEL 113		CITY HALL
		Check Total:	57.51	
				THE PART OF THE PA
33056	01/15/16	STATE WATER RESOURCES CON		EXAM APPLICATION FOR JESUS PALACIOS
				CERTIFICATION APPLICATION
		Check Total:	320.00	
33057	01/15/16	SUN'S INTERNATIONAL CORP	77.92	PAPER ROLL TOWELS
33058	01/15/16		1,551.46	FIX BROKEN CAMERA ADD AUDIO
33059	01/15/16			ALL DEPTS TELEPHONE/INTERNET
53033	01/15/10	rate ries is seminated in the	ŕ	
33060	01/15/16	THARP'S FARM SUPPLY	39.92	CITY BUILDING-COMBO DEADBOLT
	-		23.76	AUGER-HANDHELD DRAIN OPEN
			66.19	TONY-BLUE GLOES XL
			3.01	XMAS DECORATION-UTILITY

			PINESOL GALLON
		2.02	CITY SHOP-CURTIS KEYS
			KEYS/BLADE/ANCHOR KIT
			ZOZAYA FENCE-TURNBUCKLE
			PD#2 HEAT SHRINK/TUBE
			GOPHER BAIT
			PD-HITCH/MOUNT
			MALDONADO PARK RESTROOMS
			MALDONADO PARK-COVERT
		14.29	SENIOR CTR FLOOR-WALL SCR
		0.00	PAINT SIDEWALKS FOR USA
			ZOZAYA FENCE-TURNBUCKLE
			PW#40-OIL FILTER
			WATER VALVE-BOLTS/NUT
			TRUCK #7-SPRING RAKE
			MALDONADO PARK RESTROOM
			BLUE NITRILE GLV/CURTIS KEY
		2.02	CITY HALL-SCREW
			TRUCK #4 - COUPLING/PLIER
		_	NEW PD CAR-CURTIS KEYS
			KEYS
			PD#4-BLK
			MALDONADO PARK-PAINT ROLL
			TRANQ. GUN- CARTRIDGE
		01.0	ELECTRONIC BOARD-LAMP
			WASH&WAX
			SPRAYING WEEDS-COVERALLS DUNKLE PARK-ROPE
			GLOVES-MARIA
			PW#40-CAPSCREW/LOCKWASHER WATER PUMP-COUPLER
		0.00	TRUCK #7-BAR&CHAIN OIL
			PD#4- SOLENOID CONT. DUTY
			PD#4-FUSE BLOCK
			DUNKLE PARK BATHROOMS
			PD#4-PLUGS
			VAC. TRAILER-PIPE/CLAMP
			TRUCK #4-SAFETY VEST
	Check Total:		
	Cneck lotal:	1,032.64	
01/15/16	U.S. BANK EQUIPMENT FINAN	489.55	RNT/LEASE EQUIP 12/20/15
	VALLEY NETWORK SOLUTIONS		MONTHLY MONITORING FEBRUARY
	VALDEZ, ALFRED	•	MEAL EXPENSE NEW MAYORS/COUNCIL
01/15/16			DEC 2015 BILLING ALL DEPT
U1/ 13/ 10	VERNEUT TENNEUTO	222.	
01/15/16	WEST SIDE DRUG STORE	8.59	PARADE-TAPE
01/13/10	11231 3152 51100 31 ONE		FIRE DEPT-SUPPLIES
		2.71	

			19.33	FIRE DEPT-SUPPLIES
		Check Total:	29.63	
33066	01/10/16	CITY OF FIREBAUGH	91 748 RO	UNITED SEC BANK-PAYROLL
33067	01/19/16		•	5596593227 WATER TELEPHONE
	01/22/16		_	REGISTRATION FEE-WATER CO
33068	01/22/10	CALIFORNIA RORAL WATER	750.00	REGISTRATION FEE-WATER CO
33069	01/22/16	CALPERS		ADMIN/OTHER FEES
				ADMIN/OTHER FEES
				ADMIN/OTHER FEES
		Check Total:	2,550.00	
33070	01/22/16	COUNTRY VETERINARY CLINIC	625.00	DECEMBER 2015 ANIMAL CONTROL
33071	01/22/16		70.00	REIMBURSEMENT FOR WORK BOOTS
33072	01/22/16		38.31	SENIOR CENTER
33073	-	ECONOMI DEVELOPMENT	6,000.00	<b>RENEWAL JULY 1, 2015- JUNE 30, 2016</b>
33074	01/22/16		906.16	WATER OPER REPAIR EQUIP
33075	01/22/16		771.23	PW-TURF SUPREME
33076	01/22/16		66.22	BACKFLOW GAUGE RETURN
33077	01/22/16	FERGUSON ENTERPRISES, INC		PART-WATER LINE REPAIR
				PW-PARTS
				PART-NEW WATER METER AT MILLS
		Check Total:	1,107.74	
33078	01/22/16	FIREBAUGH SUPER MARKET	14.53	SENIOR CENTER SUPPLY
	,,		22.81	SUPPLY-RESTROOMS PARK
			3.98	SUPPLLY-FOR DOGS
			4.32	BLEACH
			10.26	PD-CLEANING SUPPLIES
			14.59	COMM. CTR. SUPPLIES
			40.60	CLEANING SUPPLIES
			30.28	DOG FOOD
			6.48	COMMUNITY CTR. SUPPLIES
			50.19	CLEANING SUPPLIES
		Check Total:	198.04	
33079	01/22/16	FIRST BANKCARD	165.73	OSI BATTERIES-IMAGING CAM
33073	01/22/10	, mor brittering	32.35	THE HOME DEPOT-ENERGIZER
				NGOA FLASLIGHT PURCHASE
				NGOA BATTERIES PURCHASE
				DENNY'S-SAL/BEN TRAINING
				EXCEL SIGN-DECALS CAR
				PETCO-KENNEL FOR K-9 BONT
				SPEEDLIGHTS-PART NEW PD #
				) SPEED LIGHT RETURN PART
			•	WAYFAIR-MOBILE PRINTER ST
			2/5.96	16 Valuation and the state of t

			0E 0E	SCELZI ENTERPRISE-TRUCK #
		Check Total:	1,219.12	SCELZI ENTERPRISE-TROCK #
		Check rotal.	1,219.12	
33080	01/22/16	G&K SERVICES, INC.	308.97	CITY SHIRTS FOR COUNCIL MEMBERS
33081		J-I.T. OUTSOURCE		WEB MAINTENANCE
33082		KUSSMAUL ELECTRONICS CO.		AUTO CHARGE
33083		OCCUPATIONAL HEALTH CNTER		DOT PHYSICAL-ANTHONY CHAVARRIA
33084	• •	PACIFIC GAS & ELECTRIC		#8132925706-7 WELL #17
33064	01/22/10	PACIFIC GAS & ELECTRIC	255.50	11013131313131
33085	01/22/16	PACIFIC GAS & ELECTRIC	495.60	REIMBURSEMENT FOR WATER METER
33003	01,22,10	7,70,110 0,10 0, 12120,1110		Ck# 033085 Reversed
			` ,	
33086	01/22/16	PAPA	45.00	2016 MEMBERSHIP FEES
33000	01, 22, 10	.,		
33087	01/22/16	PAR ELECTRICAL CONTRACTOR	106.50	REIMBURSEMENT WATER METER
33007	· -, · - ·		(106.50)	Ck# 033087 Reversed
33088	01/22/16	PITNEY BOWES #8000-9090-	576.38	POSTAGE MACHINE REFILL JANUARY 2016
	,,			
33089	01/22/16	QUILL CORPORATION	11.65	OFFICE SUPPLIES
			72.90	OFFICE SUPPLIES
			98.23	OFFICE SUPPLIES
		Check Total:	182.78	
33090	01/22/16	STAPLES BUSINESS ADVANTAG	76.26	PD-SUPPLIES
33091	01/22/16	SUN'S INTERNATIONAL CORP	71.43	TISSUE/PAPER ROLL
33092	01/22/16	USA BLUEBOOK	213.87	OPERATING SUPPLY
33093	01/22/16	WESTERN EXTERMINATOR CO.	36.50	8000 HELM CANAL
			67.00	CITY HALL
			45.25	401 THOMAS CONBOY
			57.00	COMMUNITY CTR
		Check Total:	205.75	
33094	01/22/16	ZEE MEDICAL SERVICE CO.		PUBLIC WORKS-SUPPLIES
				CITY HALL-SUPPLIES
		Check Total:	136.16	
33095	01/22/16			WATER DEPOSIT REIMBURSEMENT
33096	01/22/16		29.13	WATER DEPOSIT REIMBURSEMENT
33097		VOIDED CHECK		
33098		VOIDED CHECK		
33099		VOIDED CHECK		
33100		DEPARTMENT OF JUSTICE		DECEMBER 2015 BLOOD ALCOHOL
33101	01/26/16	RON'S AUTO REPAIR		VEHICLE REPAIR #5
33102	01/26/16	SPARKLETTS		POLICE DEPT
33103	01/26/16	THOMSON REUTERS - WEST	138.53	SUBSCRIPTION PRODUCT

33104	01/26/16	TONER PLUS	896.10	TONER CARTRIDGE
33105		ANDASOL, ANGEL	150.00	CANCELLED EVENT OF 2/6/2016
33106	01/29/16	MARISA ARMENDARIZ	75.00	CANCELLED EVENT FOR 2/20/16
33107	01/29/16	BIG G'S AUTOMOTIVE CENTER	173.70	MAINTENANCE #7 TRANSMISSION
			19.46	PD#6 BRAKE HARDWARE KIT
		Check Total:	193.16	
33108	01/29/16	CHEVRON & TEXCO CARD SERV	106.39	GASOLINE PURCHASE
33109	01/29/16	CORBIN WILLITS SYSTEMS		ADMINISTRATION C/W SERVICE
33110	01/29/16	CPS HR CONSULTING		LAW ENFORCEMENT BILINGUAL
33111	01/29/16	DEPT. OF TRANSPORTATION		OCT2015-DEC2015 SIGNALS &
33112	,,	ROSALINDA ESPINOZA		DONATION FOR FUNERAL SERVICE
33113	01/29/16	FRESNO-MADERA AREA AGENCY		12/15 NON USDA QUALIFIED
33114	01/29/16	GOUVEIA ENGINEERING, INC.		720.08 SJ RIVER FLOOD MAN
				725.01 PUBLIC WORKS
				745.19D CMAQ PEDESTRIAN
				745.21D RIVERLANE/CARDELLA
			270.00	740.5-1 TASK 1 PER LAS DELTAS
				740.05-7 TASK 7 ADMN LAS DELTAS
			135.00	740.05-4 TASK 4 PS&E LAS DELTAS
		Check Total:	2,792.69	
33115	01/29/16	GRAND FLOW		2015 6 PART W-2 & 1099 MI
33116	01/29/16	MARIA LOPEZ	1,176.00	CANCELLED EVENT FOR NOV. 2016
33117	01/29/16	LOZANO SMITH, LLP	•	GENERAL LEGAL MATTERS THR
			•	RETAINER THRU DECEMBER 31
				PLANNING AND ZONING THRU
				POLICE DEPT SERVICES THRU
				PUBLIC WORKS THRU DECEMBER
			-	PACIFIC AG SERVICES CLAIM
				SUCCESSOR AGENCY THRU DECEMBER
		Check Total:	8,782.66	
33118	01/29/16	JOSUE RAFAEL MARQUEZ	40.00	APPLICANT FOR RESERVE
			450.76	CHEVY 2007 DATTERY
33119	01/29/16	NAPA AUTO PARTS - FIREBAU		CHEVY 2007 BATTERY
				PW#2 ST STEEL HD RCVR
				PD#4 PRIMARY WIRE
			•	CORE DEPOSIT
				PD-ARMOR ALL/FABBIC GLOSS
				PD#4 RING/SLIDE TERMINAL
		2.5		PW#28/SHOP-GEAR OIL/FUEL
			6.77	PW#28 OIL FILTER-ENGINE

			24.22	PW#28 SWEEPER-GEN TRIM AD
			164.73	PD#6 2006 FORD VIC BRAKE
			7.35	PD#6 OIL FILTER
			11.89	PD#3 ANTIFREEZE
			6.77	PD#8 OIL FILTER
			6.77	PD#11 OIL FILTER
		9	11.63	PW#12 GAS CAP
		Check Total:	599.29	
33120	01/29/16	PACIFIC GAS & ELECTRIC	34,314.61	7355932148-1 ALL DEPTS
33121	01/29/16	PACIFIC GAS & ELECTRIC	60.00	WATER METER DEPOSIT REFUND
33122	01/29/16	PEREZ SMOG & LUBE	50.00	PW#8 SMOG TEST
			50.00	PW#34 SMOG TEST
			50.00	PW#38 SMOG TEST
		Check Total:	150.00	
33123	01/29/16	QUILL CORPORATION	16.17	OFFICE SUPPLIES
			390.60	OFFICE SUPPLIES/JANITORIAL
		Check Total:	406.77	
33124	01/29/16	RSG, INC.	10,320.00	RSG1088- SUCCESSOR AGENCY
33125	01/29/16	TELSTAR	1,310.00	2015 ANNUAL CALIBRATIONS
33126	01/29/16	THARP'S FARM SUPPLY	17.53	CLEANING MALDONADO PARK
				SENIOR CENTER DOOR-SCREW
			1.62	SENIOR CENTER DOOR-SCREW
			5.17	TOOL-HAMMER
				PRIMER
				UNIT #4 CONNECTORS/WIRE
			15.49	SPRAY MALDONADO PARK WEED
				UNIT #4 TEST LEADS
			10.60	SHOP TOOLS-CLAMPS/PROBES
			7.14	DUNKLE PARK NO SMOKING
			6.39	PD#4 HEAT SHRINK/TUBE
			2.79	CAP
				MILLS SCHOOL WATER METER-
			8.21	SENIOR CENTER-DUCT TAPE
			19.37	TARPS FOR SANDBAGS
			33.00	P.P.E USE HENRY
				MILL SCHOOL WATER METE
			18.15	PAINT FOR BARACADES
			2.60	PD#4- LOOM
			6.33	VOLT METER TRUCK #12
			32.21	HEADWORKS-MATERIALS
			41.85	MILLS SCHOOL WATER METER
			18.21	WELL #12-MATERIAL

- 29.11 HEX KEYS/SCREWDRIVER-COMM CTR
- 15.01 BARRACADES
- 5.94 COMMAND LINK SENSUS-AAA BATTERIES
- 11.85 TRUCK #4 TELESCOPING
- 20.68 BARRACADES-BOLT
- 165.80 SPRAY RIG & BOOTS FOR HEN
- 96.53 GIANT BURGER-BEARING ASSE
- 7.02 GIANT BURGER-BELT
- 2.01 PW#4 SCREW/FLAT WASHER
- 18.15 FL. BLACK/FL. WHITE
- 3.25 PD#4 SCREW ASSORTMENT
- 14.07 BARACADES-BOLTS/NUT
- 40.97 SHOP OIL PUMP-BARREL PUMP
- 34.16 SITE #2-MATERIAL
- 26.06 SITE #2-PIPE PLUG/ALMOND
- 1.39 SPRAY RIG-TARP STRAP
- 38.25 K9 KENNEL-CHAIN/MASTER LO
- 21.20 CITY SHOP ROOT-GAL WET PA
- 57.54 PAINTING WELLS-PRIMER/AIR
- 21.24 MALDONADO PARK RESTROOM
- 3.25 MALDONADO PARK RESTROOM
- 3.79 WATER WELL-ELBOW/PIPE CAP
- 17.86 COVERALLS
- 5.95 COVERALLS
- 204.22 NOAH'S TRUCK THE HOIST
- 14.02 MALDONADO PARK RESTROOMS
- 33.73 SHOP-SPRAY NOZZLE/GLOVES
- 0.65 PD#4-LOOM
- 19.63 PW#40-BUFF PAD
- 15.03 FOR WELL-MATERIALS
- 31.73 FOR WELLS-PRIMER/ALMOND
- 11.57 SHOP-WHITE GORILLA TAPE
- 30.92 SHOP ROOT-GAL WET PATCH
- 74.11 BEEHIVE LIFT STATION-SUPE
- 40.24 REPAIR WATER LINE-MATERIA
- 13.01 TRUCK #12/SHOP-BLADE SCRA
- 39.88 P150-MASTER DISCOUNT SWIT
- 5.03 COMM CTR-PRIMARY WIRE
- 4.06 COMM CTR HALL LIGHT-MISC
- 12.53 PAINT WELL 13-MOTOR SHINE
- 4.87 SCREW ASSORTMENT-PD
- 9.04 MACH EYEBOLT

Check Total:

1,751.69

### CITY OF FIREBAUGH FIREBAUGH MUNICIPAL AIRPORT OFF-AIRPORT OPERATOR AGREEMENT

This Off-Airport Operator Agreement ("Agreement") is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Firebaugh, a political subdivision of the State of California, ("City") and Tri Air, Inc. ("Tri Air").

Location of off-airport operations:

### RECITALS

The City owns, operates and maintains the Firebaugh Municipal Airport ("Airport") in the City of Firebaugh, County of Fresno, State of California, said Airport being a general aviation airport for the use and benefit of the public.

Tri-Air owns real property ("Property") adjacent to the Airport and desires to obtain for itself and its lessees the right to access and move aircraft between the taxiway systems of the Airport and its Property. Together, Tri-Air and its lessees are generally referred to herein as ("Permittee").

The City as owner of the Airport is entitled to seek reasonable recovery of initial and continuing costs of providing a public use landing area.

The Federal Aviation Administration ("FAA") rules (FAA Order 1590.6A) require that access be controlled to airports and that all users pay their fair share for the right of access (to support airport operations, maintenance and capital costs) through monthly tie down fees, hanger rentals, ground lease payments or airport usage fees.

The FAA's policy on through-the-fence operations has not changed; rather, the mandate from Congress included in AIR-21 (AIR-21 (HR 1000) section 737; (Public Law 106-181 and codified as USC Title 49 § 47131) instructing the FAA to actively pursue additional airport land use inspections. The law also requires the FAA to submit a report to Congress annually that lists airports that are not in compliance with these federal grant obligations and the corrective actions planned to bring the airport back into compliance with federal grant obligations.

The FAA is vitally interested in discontinuation of through-the-fence access/operations or bringing them into compliance with federal guidelines through the development of a properly structured and FAA approved through-the-fence agreement.

Failure to utilize FAA approved through-the-fence agreements will result in non-compliance status for the airport and municipality and could result in the withholding of federal grant funding and/or fines or penalties.

The City has formally revoked and prohibited all through-the-fence access/operations at the Airport without a written agreement approved by the City and FAA.

The City is committed ensuring that the Airport into complies with applicable FAA requirements and remains eligible for federal grant funding for the operation, maintenance and improvement of the Airport and this Agreement is intended for that purpose.

Now, therefore, in consideration of the mutual promises herein, the City and Permittee agree as follow:

### 1. **OPERATIONS**:

Permittee is hereby granted the right to access to the Airport, as an "off-airport" user, and its aircraft is authorized to access the Airport directly from its Property. Permittee's approved access, use and operations at the Airport are subject to applicable provisions of the Code of Federal Regulations, FAA, and the applicable operating rules and regulations and minimum standards at the Airport adopted by the City. No other aviation services or activities are authorized without the express written permission of the City.

Aircraft operated or under the control of the Permittee may be owned by the Permittee or others. Permittee, at all times and at its own expense, shall maintain all operating aircraft within its control in an air worthy condition, free from known mechanical defects.

The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the Airport Manager. The Airport Manager shall at all times have final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and common use areas at the Airport to be utilized by Permittee in connection with its aircraft operations.

All of the activities conducted by the Permittee at the Airport must be in accordance with applicable Federal and State laws and regulations, City ordinance, operating rules and regulations at the Airport, and the requirements of any other duly authorized government agency. However, in the event any such law, rule, regulation or requirement is changed subsequent to the execution of this Agreement and Permittee's activities are affected thereby, Permittee shall be allowed a reasonable time within which to comply with such change. Permittee shall conform and comply with all noise abatement rules and regulations applicable to the Airport. Permittee shall conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with applicable rules and regulations of all authorities having jurisdiction over such operations and activities.

### 2. TERM:

The term of this Agreement shall be three (3) years commencing on \_\_\_\_\_\_\_, and terminating on \_\_\_\_\_\_\_. This Agreement may be renewed prior to the expiration of the term for additional three (3) year periods upon written authorization signed by both parties.

### 3. TERMINATION:

This Agreement may be terminated without cause in the event there is a change in FAA Regulations prohibiting such agreements during the term set forth herein, or in the event the United States Congress, or by Executive Order, prohibits such agreements during the term set forth herein. Either party may terminate this Agreement with cause upon the other party's failure to cure any default hereunder within fifteen (15) days advance written notice of the default and request to cure.

### 4. **FEE**:

Permittee shall pay the monthly Airport usage fee to the City as set forth within City of Firebaugh Resolution 13-46 and as may be amended or superseded by resolution or ordinance approved by the City Council. Payment of such fee shall be due and payable no later than the fifth (5<sup>th</sup>) of each month during the Term.

Permittee's failure to timely pay the monthly Airport usage fee to the City as set forth within City of Firebaugh Resolution 13-46 and as may be amended or superseded by resolution or ordinance approved by the City Council, constitutes a breach of this Agreement and may result in the immediate suspension of Permittee's access to the Airport and/or termination of the Agreement as provided in section three (3).

### 5. LATE PAYMENT FEES AND INTEREST PENALTY:

Failure to pay the monthly Airport usage fee by the 5<sup>th</sup> day of any month shall result in the imposition of a late payment fee and/or interest as set forth within the City of Firebaugh Municipal Code.

### 6. OTHER CHARGES AND FEES:

Permittee shall pay City all other fees and charges as billed by City pursuant to any separate agreement between the parties for services not referred to herein.

### 7. SPACE:

This Agreement does not allow Permittee to possess any specific area or location of the Airport, and rents no space for Permittee's operation as described in this Agreement.

### 8. EASEMENT:

This Agreement does not create or provide Permittee with an easement or possessory interest as to any portion of the Airport for Permittee's operation as described in this Agreement.

### 9. NON-AIRCRAFT AIRPORT ACCESS:

Aside from Permittee's aircraft, this Agreement does not authorize Permittee to access, possess and/or utilize any portion of the Airport.

### 10. OBLIGATIONS OF PERMITTEE:

Permittee shall comply with all applicable provisions of the Firebaugh Municipal Airport "Operating Rules & Regulations and Minimum Standards for Airport Aeronautical Service Providers" and all subsequent changes and modifications thereto.

### 11. ASSIGNMENT OR TRANSFER:

This Agreement, and the rights granted to Permittee hereunder, are not assignable or transferable without the express written authorization of the City, which assignment or transfer shall not be unreasonably withheld. Any attempted assignment or transfer, or assignment or transfer occurring by operation of law, without the express written authorization of the City shall be null and void, and may be subject to termination pursuant to section three (3).

### 12. INSURANCE:

Permittee shall, at its own expense and at all times during the Term of this Agreement and any extensions thereof, to maintain in force an appropriate amount of general liability and property damage insurance coverage written by one or more responsible insurance carriers authorized to do business within California commensurate with the Permittee's aviation related activity to protect against liability claims for injury to or death of persons, or loss or damage to personal property, occurring during the Term of this Agreement, and any extensions thereof, in, about, or adjacent to the Permittee's premises.

Such insurance coverage(s) shall be of the following kind and minimum amounts: Bodily Injury \$100,000.00 (any one person)/\$300,000.00 (any one occurrence); Property Damage \$100,000.00 (any one occurrence). The City of Firebaugh, its elected officials, officers, and employees, and volunteers shall be covered as additional insureds. A certificate(s) evidencing the above insurance shall be provided to the Airport Manager at the execution of this Agreement and at any time thereafter at the request of the Airport Manager. CITY reserves the right, in its sole discretion to revise these insurance requirements at any time, with thirty (30) days prior written notice to Permittee.

Failure of the Permittee to maintain appropriate insurance coverage shall be considered a breach of contract, resulting in the termination of this agreement and the access rights it affords.

### 13. INDEMNITY:

Permittee shall indemnify defend and hold harmless the City and its officers, agents and employees from and against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by City, whether for damage to or loss of property, or injury to or death of person, including properties of City and injury to or death of City's officers, agents and employees, which shall in any way arise out of or be connected with Permittee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of City.

### 14. COMPLIANCE WITH FEDERAL GRANT ASSURANCES:

To the extent applicable, Permittee shall comply with all FAA assurances as shown on Exhibit A, attached hereto and made a part hereof.

### **15. SIGNS:**

Permittee shall not, without the prior written approval of the City, erect, maintain, or display any signs on the Airport. Permittee may erect, maintain or display such signs on the Property, subject to applicable zoning regulations of the City regarding such signage, including conditions, restrictions, and limitations, all of which shall become conditions of this Agreement.

### 16. SECURITY:

Permittee shall provide and maintain security fencing on its Property to prevent uncontrolled access to the Airport. Fencing shall be a minimum of six (6) feet in height and include a locking gate(s). The City will be responsible for installing and maintaining security fencing for the remaining property within the boundary of the Airport.

### 17. FAA CERTIFICATION:

Permittee shall not engage in any operations at the Airport prior to obtaining any certifications that may be required with respect thereto by the FAA. Permittee shall furnish the Airport Manager a copy of any such certifications, upon request.

#### 18. NOTICES:

Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Agreement shall be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:

To City at:	To Permittee at:
Airport Manager	
City of Firebaugh	
1130 "P" Street	
Firebaugh, CA 93622	

Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this paragraph. An affidavit of such mailing shall be executed under penalty of perjury by the person depositing such notice in the mail, and such affidavit shall set forth the date, time and place of such mailing and be delivered to the other party within 48 hours of such mailing.

#### 19. SEVERABILITY:

In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect. This Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the parties who jointly prepared this Agreement.

#### 20. BINDING ON SUCCESSOR:

The rights and obligations in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their authorized heirs, representatives, grantees, transferees, successors, assigns and lessees.

#### 21. GOVERNING LAW:

This Agreement is made under and shall be construed in accordance with the laws of the State of California.

#### 22. NO PARTNERSHIP/JOINT VENTURE:

This Agreement does not and shall not evidence a partnership or joint venture between Permittee and the City.

#### 23. THIRD PARTY BENEFICIARIES:

Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

#### 24. VOLUNTARY AGREEMENT:

Permittee and the City each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority to execute this Agreement on behalf of the respective party.

#### 25. ENTIRE AGREEMENT/AMENDMENT:

This Agreement, along with any Exhibits referenced herein and attached hereto, constitutes the entire agreement and understanding between the parties regarding the subject matter hereof and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any modifications or amendments to this Agreement shall not be effective unless in writing and executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the Effective Date written above.

#### **EXHIBIT A**

#### FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. <u>COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES</u>: To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances below:

- 1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (lessee, licensee, permittee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 3. That in the event of breach of any of the above nondiscrimination covenants, the City of Firebaugh shall have the right to terminate the lease. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
- 4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- 5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance to City of Firebaugh shall have the right to terminate the agreement and the estate hereby created without liability therefore or at the election of the City of Firebaugh or the United States either or both said Governments shall have the right to judicially enforce Provisions.
- 6. Lessee agrees that it shall insert the above five provisions in any agreement by which said permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.
- 7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee

assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effort.

- 8. The City of Firebaugh reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.
- 9. The City of Firebaugh reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.
- 10. This agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Firebaugh and United States, relative to the development, operation or maintenance of the airport.
- 11. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present of future building or structure situated on the permitted premises.
- 12. It is understood and agreed that nothing herein contained shall be constructed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).
- 13. This agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

00415740.DOCX

#### **RESOLUTION NO. 16-05**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, DECLARING CERTAIN CITY PROPERTY AS SURPLUS EQUIPMENT

WHEREAS, the police chief has requested that previously issued handguns be determined to be no longer useful to the City; and

WHEREAS, as the equipment is listed as follows:

ECHICLE Lic. #	MAKE/MODEL	Cal / BL	NOTES	
BER381372	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381392	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381397	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381393	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381370	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381398	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381385	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381389	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381391	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381382	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381383	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381388	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381369	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381395	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381387	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381394	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381373	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381396	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381386	BERETTA/96 BRIGADIER	.40 / 4"	\$250	
BER381390	BERETTA/96 BRIGADIER	40 / 4"	\$250	
1188379	2005 FORD/Crown Victoria	2FAFP71W25X114260	\$300.00	

# NOW, THEREFORE, IT IS RESOLVED as follows:

1. The following equipment has exceeded its useful life expectancy and is no longer required for City use and is hereby declared as surplus: The equipment shall only be sold to officers of the Firebaugh Police Department or an authorized gun dealer with the highest bid. The 2005 Ford Crown Victoria will be sold to the highest bidder.

The foregoing resolution was passed and adopted by the City Council of the City of Firebaugh at a Council meeting duly held on the 7<sup>h</sup> day of March 2016, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	Council Member(s) Council Member(s) Council Member(s) Council Member(s)		
APPROVED:		ATTEST:	
Freddy Valdez	z, Mayor	Rita Lozano,	Deputy City Clerk



#### City of Firebaugh Police Department

ATTN: CHIEF Sal Raygoza

Quote for 2 each 2016 Ford Fusion Energi SE Plug-In Hybrid Automobiles. UNIT 1

OXFORD WHITE
MSRP \$34,775.00
TOTALCASH OTD \$32848.89
INCLUDES MFGS REBATE OF \$2500.00 FROM FORD MOTOR COMPANY

UNIT 2

OXFORD WHITE
MSRP \$34,775.00
TOTAL CASH OTD \$32848.89
INCLUDES MFGS REBATE OF \$2500.00 FROM FORD MOTOR COMPANY

Thank you,

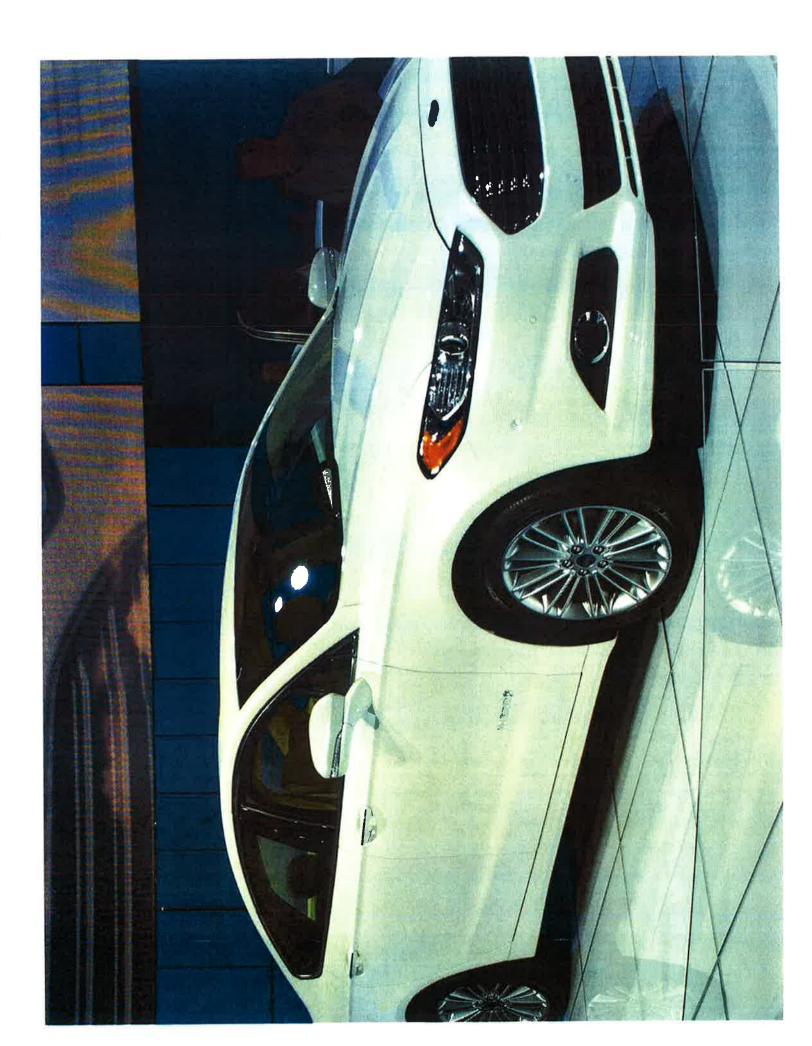
Gregg Saunders

Walnut Creek Ford Sales

925-932-2900 Main

925-934-4961 Fax

gsaunders@walnutcreekford.com





# PUBLIC BENEFIT GRANTS PROGRAM New Alternative Fuel Vehicle Purchase Eligibility Criteria and Application Guidelines

The San Joaquin Valley Air Pollution Control District (SJVAPCD) is currently accepting applications from public agencies requesting funding, up to \$20,000 per vehicle, for the purchase of new alternative-fuel vehicles. For additional information, assistance, or to receive application materials, please contact:

San Joaquin Valley Air Pollution Control District
Strategies and Incentives Department
1990 East Gettysburg Avenue
Fresno, CA 93726-0244

You may also contact us by phone or e-mail, or visit our website at:

(559) 230-5800 weberip@valleyair.org www.valleyair.org

#### Please Note the Following:

- All projects will be considered on a first-come, first-serve basis.
- As with all SJVAPCD incentive programs, you may not order or purchase any new vehicle prior to
  obtaining an executed contract with the SJVAPCD. Any new vehicle purchased prior to contract
  execution is ineligible for funding.
- Reimbursement takes place after the new vehicle is purchased and all required documents, as specified in the SJVAPCD Public Benefit Grants Program Payment Procedures, are submitted to the SJVAPCD.

#### **ELIGIBILITY CRITERIA**

The purpose of this program is to fund the purchase of new electric, plug-in hybrid, or alternative fuel vehicles for public agencies to promote clean air alternative-fuel technologies and the use of low- or zero-emission vehicles in public fleets.

#### ❖ The applicant must:

- Be a public agency such as cities, counties, special districts (i.e. water districts, irrigation districts, etc.); public educational institutions (i.e. school districts, community colleges, state universities, etc.) or any other public agency as defined by Government Code section 6252, including those agencies provided for in Article IV and Article VI of the California Constitution, that are located within the geographic area of the SJVAPCD (see map on page 9 for boundaries).
- Submit by mail or hand-deliver all original completed applications to the SJVAPCD's Strategies
  and Incentives Department at the address listed on Page 1 of these guidelines. Copies and/or
  faxes will not be accepted.
- Provide a resolution from the applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
- Commit to a three (3) year contract period.
- Own and operate the vehicle(s) for the full term of the contract.
- Have existing charging/fueling infrastructure or have access to existing infrastructure to
  accommodate the new vehicle(s). If existing charging/fueling infrastructure is currently not
  available or accessible, applicant must be able to demonstrate its availability or accessibility by
  the time the vehicle(s) will be purchased.
- Adhere to all program requirements during the contract period.
- Maintain replacement value insurance for the vehicle(s) through the full term of the contract.
- Submit a copy of Internal Revenue Service (IRS) Request for Taxpayer Identification Number and Certification Form W-9 (Form W-9).
- Ensure each new vehicle purchased comes with a standard manufacturer warranty.
- Submit annual reports to the SJVAPCD through the full term of the contract as well as comply
  with recordkeeping and audit requirements. This includes retaining copies of current vehicle
  registration (if applicable) and insurance.
- Agree to allow the SJVAPCD to inspect the new vehicle at any time during the contract period.
- Properly maintain the new vehicle according to the manufacturer's recommendations to ensure good operating condition.
- Disclose any additional funding sources or other financial incentive(s) and funding amounts received or to be received by the applicant towards the purchase of the vehicle(s) in this project.
- Have match funding available to complete the project in a timely fashion.
- Sign a legally binding contract with the SJVAPCD agreeing to the project milestones and completion deadlines prior to funding being awarded.

#### The new vehicle must:

- Be owned and operated by the applicant.
- Be a new Original Equipment Manufacturer (OEM) <u>electric</u>, <u>plug-in hybrid</u>, <u>or alternative fuel</u> vehicle(s).
- Be deemed eligible by SJVAPCD staff. Eligible light- and medium-duty vehicles can be found on the New Alternative Fuel Vehicle Purchase Component Light- and Medium-Duty Eligible Vehicle List found on the Public Benefits homepage at:

http://www.valleyair.org/Grant Programs/GrantPrograms.htm#PublicBenefitGrantProgram.

Other vehicle types, such as alternative fueled transport/utility carts, scooters, bicycles, etc. may be eligible. Please contact SJVAPCD staff if you have questions regarding vehicle eligibility.

- Have a Gross Vehicle Weight Rating (GVWR) less than or equal to 14,000 pounds.
- Be domiciled and have at least seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption within the geographic area of the SJVAPCD (see map on page 9 for boundaries).

#### ❖ General Information:

- Applicant must not purchase and/or take delivery of the new vehicle(s) until receiving an
  executed contract with the SJVAPCD. A contract is not deemed executed until all parties have
  signed. Any new vehicle purchased and/or delivered prior to contract execution is ineligible for
  program funding.
- Funds will be awarded on a first-come, first-serve basis utilizing regional allocations based on county population and/or other regional factors. In the event that applications submitted exceed the available funding, projects will be awarded based on SJVAPCD discretion until funds are exhausted.
- Applicants are restricted to the following limitations:
  - Applicants may apply for up to \$20,000 for each new vehicle.
  - Maximum funding per applicant is \$100,000 per calendar year.
- Multiple applications may be submitted throughout the calendar year for the Public Benefit
  Grants Program New Alternative Fuel Vehicle Purchase Component from the same applicant;
  however, funding will be limited to the above.
- The applicant shall not submit other applications for funding for the same vehicle under this Program or any other SJVAPCD incentive programs.
- All applications received will be subject to a review process, which will include the following:
  - Assignment of a unique project number.
  - Verification of the applicant's eligibility to participate in the Program.
  - Verification that the proposed project is consistent with these guidelines.
  - Determination that all information necessary to calculate benefits and costs is included.

- Unless written notification is provided stating otherwise, all applications submitted to the SJVAPCD will remain active and will be funded in the order received pending the availability of funds.
- Payments shall be made to the applicant only after a completed claim for payment has been received by the SJVAPCD along with all supporting documentation as specified in the SJVAPCD Public Benefit Grants Program Payment Procedures.
  - Allow up to 60 working days from the time a claim for payment is deemed complete to receive reimbursement.
- Remedies for project non-performance may include, but are not limited to:
  - Recovery of all or a portion of the program funds.
  - Other fiscal penalties on the vehicle owner based on the severity of non-performance.
  - Cancelation of the contract.
  - Prohibiting the applicant from participating in future SJVAPCD incentive programs.

#### APPLICANT RESOURCE WEB PAGE

To assist applicants participating in the SJVAPCD's Public Benefit Grants Program, the SJVAPCD has developed an Applicant Resource web page. This page contains links to distributors and local dealers familiar with the requirements of the Program. The information and contacts within these links can assist you in obtaining all of the information necessary to fulfill the requirements of the Program. When preparing an application, we advise that you utilize the information presented within the links on this page. By submitting complete application packets with accurate information, we can reduce the amount of time and resources necessary to process your application.

Please note that the manufacturers, distributors, and dealers represented on this page have not been "approved" by the SJVAPCD nor do they represent an exhaustive list of available resources. If you are an engine manufacturer, distributor, or dealer and you wish to be included on the Applicant Resource web page, please contact the SJVAPCD's Strategies and Incentives Department.

The Applicant Resource web page can be found at <a href="www.valleyair.org">www.valleyair.org</a> under the "Grants and Incentives" tab.

#### **RESOLUTION NO. 16-06**

A RESOLUTION OF THE COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, AUTHORIZING THE FILING OF APPLICATIONS FOR SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT FUNDS AND AUTHORIZING THE EXECUTION OF DOCUMENTS BY THE CITY MANAGER OR DESIGNEE

WHEREAS, the San Joaquin Valley Air Pollution Control District (SJVAPCD) has authorized the establishment of several grant programs, including for example the Public Benefit Grant Program which provides funds for new alternative fuel vehicle purchase; and

WHEREAS, SJVAPCD administers various grant programs and has requested applications from eligible agencies; and

WHEREAS, said adopted procedures established by the SJVAPCD require the applicant to certify by resolution the approval to submit applications to the SJVAPCD and execute grant documents with SJVAPCD; and

WHEREAS, the City desires to apply to the SJVAPCD for grant funding on an ongoing and regular basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIREBAUGH HEREBY:

- SECTION 1. The Council approves the filing of grant applications with the San Joaquin Valley Air Pollution Control District and participation therein, consistent with constitutional and local law requirements and this resolution.
- SECTION 2. The Council appoints and authorizes the City Manager or Designee as the agent for the City of Firebaugh to execute and submit all application documents, materials, certifications and so on which may be necessary in the pursuit hereof.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Firebaugh on the 7<sup>nd</sup> day of March, 2016 by the following call vote:

AYES:	Council Member(s)	
NOES:	Council Member(s)	
ABSENT:	Council Member(s)	
ABSTAIN:	Council Member(s)	
APPROVED:		ATTEST:
Freddy Valdez Mayor		Rita Lozano Deputy City Clerk

#### **RESOLUTION NO. 16-07**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH DISCUSSION AND CONSIDER APPROVAL OF PROPOSED CITY MANAGER CONTRACT.

**WHEREAS**, the City is authorized as stated in Section 2-3 of the Firebaugh Municipal Code permitting the appointment of a City Manager by majority vote of the City Council on the basis of his/her administrative and executive ability; and

**WHEREAS**, the Firebaugh City Council and Mr. Ramirez have agreed to the terms and conditions set forth in the Employment Agreement – attached hereto. The term of the agreement will commence on April 1, 2016; and

**NOW, THEREFORE**, BE IT RESOLVED, by the City Council of the City of Firebaugh THAT THE Council hereby appoints Jose A Ramirez as the City Manager, effective April 1, 2016 per the agreed terms and conditions set forth in the Employment Agreement – attached hereto.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 17<sup>th</sup> day of March, 2016, by the following vote:

Freddy Mayor Mayor		Rita Lozano Deputy City Clerk	<u> </u>
APPROVED:		ATTEST:	
ABSTAIN:	Council Member(s)		
ABSENT:	Council Member(s)		
NOES:	Council Member(s)		
11120.	country mountains		

AYES.

Council Member(s)

#### CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement ("Agreement") is entered into on March \_\_, 2016, by and between the City of Firebaugh, a municipal corporation ("City"), and Jose A. Ramirez ("Ramirez"), with respect to the following Recitals, which are a substantive part of this Agreement:

#### RECITALS

- A. City's former City Manager resigned in December of 2015.
- B. An interim City Manager has served as City Manager since that time while the City searched for a new City Manager.
- C. Ramirez previously served as the City Manager for the City of Firebaugh from September of 2003 until August of 2011.
- D. Ramirez desires to become the permanent City Manager and City desires to appoint Ramirez as the City Manager, subject to the terms of this Agreement.

NOW, THEREFORE, City and Ramirez agree as follows:

- 1. <u>Employment</u>. City employs Ramirez as the City Manager, effective April 1, 2016. Ramirez will be an at-will employee serving at the pleasure of the City Council subject to the terms and conditions set forth below. Ramirez's employment with the City as City Manager is at the mutual consent of both Ramirez and the City. There are no express or implied agreements contrary to the foregoing.
- 2. <u>Term.</u> This Agreement shall be in effect for a period of two (2) years beginning on April 1, 2016, unless terminated by either party in accordance with Section 6 below or extended by majority vote of the City Council and execution of a written agreement signed by both parties.
- 3. <u>Salary</u>. Ramirez's salary shall be \$114,000.00 annually (\$9,500.00 per month) for the Term of the Agreement. Ramirez's participation in any salary reductions or other cost saving measures during his employment with City shall be agreed to in writing and supersede the salary amount provided for within this Agreement.
- 4. <u>Duties and Professional Conduct</u>. Ramirez shall have the powers and shall perform the duties prescribed in the Firebaugh Municipal Code and under California law for a City Manager. Ramirez shall also perform such additional duties as may be assigned by the City Council. Ramirez shall adhere to the professional standards of conduct as prescribed by the International City/County Management Association (ICMA), and Ramirez will also continue his membership in ICMA. During the term of this Agreement, Ramirez shall be a full-time City Manager.

5. <u>Evaluation</u>. Ramirez shall receive a performance evaluation at six (6) months, twelve (12) months, eighteen (18) months and twenty-one (21) months from the effective date of this Agreement, or more often as may be requested by the City Council or Ramirez. It shall be Ramirez's responsibility to schedule the evaluations. Failure to evaluate shall have no effect on the rights, duties, and obligations of the parties herein.

#### 6. Termination and Severance.

- (a) <u>Termination without Cause</u>. A majority of the City Council may terminate this Agreement at any time without cause by providing at least fifteen (15) days written notice to Ramirez. In the event of termination without cause, Ramirez shall be entitled to severance compensation as follows:
  - (1) Three (3) month's salary, or the remaining salary for the balance of the Term of the Agreement, whichever is less.

Severance compensation shall be paid in one lump sum and in the same manner as the customary payout of earned salary.

- (b) <u>Termination for Cause</u>. The City may immediately terminate this Agreement for cause based upon a majority vote of the City Council. The City shall provide written notice to Ramirez of his termination. If Ramirez is terminated for cause, Ramirez shall not be entitled to the severance compensation under this Section.
- (c) For Cause Defined. Cause shall be defined to include, but shall not be limited to, any of the following: (a) the refusal to follow the lawful directions of the City Council; (b) failure to substantially perform any of the required duties of the City Manager; (c) repeated unexcused absences from the City Manager's office and duties; (d) material violation of City policy(ies); (e) conviction of a felony or a misdemeanor crime under Federal, California, or any other state law; (f) use or possession of illegal drugs; (g) acting outside the scope of authority provided by the City Council; (h) engaging in any action(s) which damage or harm the reputation of the City, City Council and/or its residents; (i) any breach of this Agreement.
- (d) <u>Termination Defined</u>. Termination shall mean removal from office or a request that Ramirez resign. Termination shall not mean a reduction of benefits generally applicable to all non-public safety employees.
- 7. Resignation; Notice. Nothing in this Agreement shall prevent, limit or otherwise interfere with Ramirez's right to resign from his employment with the City at any time. Ramirez shall give the City at least forty-five (45) days written notice prior to the effective date of resignation, and shall make reasonable efforts to give the City sixty (60) days written notice. If Ramirez resigns voluntarily (without a request from the City Council to resign), Ramirez shall not be entitled to the severance compensation under Section 6 herein. During the notice period, all rights and obligations under this Agreement shall remain in full force and effect.

- 8. <u>City Issued Cell Phone</u>. The City shall provide Ramirez with a City owned cell phone for use in carrying out Ramirez's duties as City Manager, and in connection therewith. The City shall pay for the monthly service and data fees for the phone.
- 9. City Automobile. The City will provide Ramirez with the use of a City automobile for use in carrying out Ramirez's duties as City Manager, and in connection therewith. Ramirez shall not use the automobile for personal use. The City shall maintain and pay for any insurance coverage as required by the City's risk management authority, relating to the City automobile. The City shall name Ramirez as an additional insured. Ramirez may elect to use his own automobile in lieu of the City automobile. If Ramirez elects to utilize his own automobile in lieu of the City provided vehicle, the City shall provide a monthly automobile allowance of no more than \$350.00 during the Term of this Agreement. There shall be no overlap of time in which Ramirez has use of the City automobile and receives an automobile allowance. Ramirez shall not receive any additional payments or allowance from the City to cover the costs of gas, travel mileage and/or automobile insurance. Further, Ramirez is required to provide proof of insurance relating to the automobile naming the City as an additional insured with minimal insurance coverage of \$250,000.00/\$500,000.00. Ramirez shall within ten (10) days notify the City of any material changes in the automobile's insurance coverage. Ramirez shall not be entitled to reimbursement for automobile use for business travel.
- 10. Retirement Benefits. During the Term of this Agreement the City shall enroll Ramirez as a non-classic member of the Public Employees Retirement System (PERS). The PERS Retirement Plan shall be under the 2% @ 62 formulation. During the Term of this Agreement, Ramirez shall pay the applicable employee contribution at the same level provided to other non-public safety employees of the City, and as may be modified from time to time. Ramirez understands and acknowledges that the City's contribution(s) may be subject to change in the future. All PERS contribution paid by Ramirez shall be paid on a pre-tax basis as per IRS code 414 (h).
- 11. <u>Health Benefits</u>. During the Term of this Agreement, City shall provide Ramirez with the same health, dental, and vision insurance coverage and benefits as are provided other non-public safety employees of the City, and as may be modified from time to time. Ramirez understands and acknowledges that such coverage may be subject to change in the future.
- leave and sick leave in the same manner as other employees of the City and shall be subject to applicable City ordinances, resolutions, rules and policies pertaining to accrual and use of such leaves by employees as the same currently exist and may hereafter be modified. Ramirez shall accrue vacation leave during the Term of this Agreement at the rate of 12 working days per year = 3.33 hours per bi-weekly pay period. As of the effective date of this Agreement, Ramirez shall be provided 100 hours of vacation time within his leave bank. Ramirez shall be eligible to accrue no more than 192 hours of vacation time during the Term of this Agreement and shall be required to use his vacation so as to keep his vacation leave bank at no more than 90% of the 192 hour maximum. Ramirez shall accrue sick leave during the Term of this Agreement at the rate of 12 sick days per year = 3.69 hours per bi-weekly pay period. Ramirez shall also be provided the same holiday leave as other non-public safety employees of the City. In addition, Ramirez shall be accrue 80 hours of Administrative leave each fiscal year. Ramirez shall be permitted to cash out a maximum of 40 hours of Administrative leave each fiscal year.

- 13. Other Benefits and Allowances. During the Term of this Agreement, Ramirez shall be entitled to receive the same benefits, rights, and privileges afforded to non-public safety employees as approved, and as may be subsequently modified or replaced, by the City Council. This Agreement shall control if there is any conflict between this Agreement and any resolution or ordinance fixing compensation or benefits for non-public safety employees.
- 14. <u>Professional Meetings</u>. Ramirez is expected to attend appropriate professional meetings and conferences at local and state levels, including but not limited to League of California Cities and ICMA, and to periodically report to the City Council regarding meetings attended. City will pay for Ramirez's annual membership fees for ICMA and other appropriate professional organizations. The annual budget for such memberships and Ramirez's attendance at conferences shall be included in the City's adopted annual budget.
- 15. <u>Non-City Employment and/or Consultation Services</u>. During the term of the Agreement or any written extension of the Agreement, Ramirez shall be employed solely by the City. Ramirez shall not seek or maintain employment, whether compensated or uncompensated, with any business, corporation, organization, non-profit organization or individual during the term of the Agreement and/or any written extension of the Agreement. Ramirez shall not seek or provide consultation services, whether compensated or uncompensated, for any business, corporation, organization, non-profit organization, city, county, public entity, advisory board or panel, or individual during the term of the Agreement or any written extension of the Agreement. Violation of this section constitutes a breach of the Agreement and may result in immediate termination.
- 16. <u>Prohibited Conduct</u>. The City Manager is a full-time representative of the City, City Counsel and residents of Firebaugh. As such, the public opinions, acts or omissions of the City Manager reflect upon the City, City Counsel and residents of Firebaugh. Ramirez shall not act in any manner that will discredit or bring shame to the City, City Council or its residents.

Ramirez shall not engage in any conduct or activities that reflect discredit on him, tend to bring the City into disrepute, or impair its efficient and effective operation. Ramirez shall not commit any act of moral turpitude or dishonesty relating to his duties or position. Ramirez shall conduct himself in a manner that will foster cooperation among residents and members of the City Council, showing respect, courtesy, and professionalism. Ramirez shall refrain from abusive conduct, personal charges, and verbal attacks upon the character or motives of the City Council or the public. Ramirez shall not use language or engage in any acts that demean, harass, or intimidate City staff or members of the public.

Ramirez shall not, unless expressly authorized, make any public statements, speeches, or appearances that could reasonably be considered to represent the views of the City or the City Council.

Ramirez shall not participate in the campaign or election of any resident or current member of the Firebaugh City Council. Ramirez shall not seek political endorsements, financial contributions or engage in other campaign activities related to Firebaugh City Council candidates. Ramirez shall not otherwise participate in political activities to support or oppose Firebaugh City Council candidates; specifically, Ramirez shall not endorse candidates, make financial contributions,

sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office as Firebaugh City Council members.

Any violation of this section by Ramirez shall constitute a breach of the Agreement and a may result in his immediate termination for cause.

- 17. Expense Reimbursement. City shall reimburse Ramirez for actual and necessary expenses incurred within the scope of employment in accordance with applicable City reimbursement schedules and policies. City shall pay for or reimburse Ramirez's actual and necessary travel and subsistence expenses for professional and official travel to meetings, courses, seminars, and occasions reasonably necessary to adequately pursue official duties and other functions for the City, and to continue Ramirez's professional development as authorized by the City Council.
- 18. <u>Indemnification</u>. The City shall indemnify, defend and hold harmless Ramirez, to the extent required pursuant to California law, for any acts or omissions that occur while he is acting within the course and scope of his employment.
- 19. <u>Notices</u>. Any notices required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given and deemed served upon the other party if sent by United State Postal Service, first class postage prepaid, and addressed as follows:

TO CITY:

Firebaugh City Council

c/o City Attorney City of Firebaugh 1133 "P" Street

Firebaugh, CA 93622

TO EMPLOYEE:

Jose Ramirez

2027 E. Fremont Ave. Fresno, CA 93710

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the U.S. Postal Service.

- 20. <u>Bonding</u>. City shall bear the full cost of any bond(s) or insurance required of Ramirez to perform her duties pursuant to this Agreement under any law or ordinance.
- 21. <u>Governing Law and Venue</u>. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the state courts located in Fresno County, California.
- 22. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied not contained in this Agreement. The Agreement may be executed in counter parts containing original signatures.

- 23. <u>No Assignment</u>. Ramirez may not assign or transfer any rights granted or obligations assumed under this Agreement.
- 24. <u>Modification</u>. This Agreement cannot be modified, amended, or supplemented orally. This Agreement may only be modified, amended, or superseded by majority vote of the City Council and upon execution of a written instrument signed by both of the parties.
- 25. <u>Severability</u>. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provision of the Agreement shall continue in full force and effect.
- 26. <u>City Council/Manager Relations</u>. The City Council and its members shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, and neither the City Council nor any member thereof shall give orders or instructions to any subordinates of the City Manager. The City Manager shall take orders and instructions from the City Council only when sitting in a duly convened meeting of the City Council, and no individual Council member shall give any orders or instructions to the City Manager.

CITY OF FIREBAUGH	CITY MANAGER
By:Freddy Valdez, Mayor	By:
APPROVED AS TO FORM	
Roy C. Santos, City Attorney	

## **REPORT TO CITY COUNCIL**



# -MEMORANDUM -

AGENDA ITEM NO:\_\_\_\_
COUNCIL MEETING DATE: March 7, 2016

SUBJECT: Update on Rodeo Committee & Recommendation of Jaripeo events.

On February 11, 2016, the rodeo committee held a meeting to discuss the use of the rodeo grounds and the noise problem from the Jaripeo events. At the time, the committee heard from business owners, residents and promoters that like the events along with the residents that want to cancel the events altogether. There was no clear decisions made at the meeting but after listening to all the comments. Staff recommendation is to have three Jaripeos' throughout the year: one in May, one in June and one in October. Which leaves August and September with no Jaripeo events at the rodeo grounds, so that residents may enjoy some peace and quiet.

#### **RECOMMENDATION:**

City Council Approval and Direction.

#### Financial Impacts:

The City is proposing a loss of over \$3,000 in rental fees, plus sales tax for local business/city.



TO:

Mayor Freddy Valdez and Council Members

FROM:

Pio Martin, Finance Director

DATE:

March 07, 2016

SUBJECT:

Staff Report

#### Bonds:

o City of Firebaugh Sewer Revenue Bond of 1976 Division No. 1 and Division No. 2 have been paid in full. An agreement with United States Department of Agriculture Rural Development and the City of Firebaugh dating back to 1976 entered into an agreement for \$250,000 Sewer Revenue Bond. Acknowledgement letters attached.

o Interest bond payment for 2007 Waste Water System Improvement made electronically (EFT) on February 15. 2016 in the amount of \$70,950.00.

#### • General Fund (004):

- o Received the Vehicle License Fee (VLF) in Lieu of Property Tax and Triple Flip a combine total of \$298,024.31.
  - First Apportionment for 15 -16 VLF

\$271,622.50

• First Apportionment for 15-16 Triple Flip

\$ 26,401.81

o Project to be about 20% less than budgeted for current fiscal year

#### Grants

O Submitted reimbursement request for the Las Deltas Distribution System Project, Drinking Water State Revolving Fund Project No. 1000054-002P2; Agreement No. D15-02028. Request reimbursement in the amount of \$142,346.09, to reimburse the Water Enterprise Fund (Fund 036).

#### Budget:

Starting to work on the fiscal year 2016 – 2017 budget. Requesting City Council to submit their Wants and Needs for next year. Information may be sent to me via e-mail to pmartin@ci.firebaugh.ca.us.

#### Audit

 Donald R. Reynolds, CPA is finalizing the City audit for fiscal year 2014-2015.
 Presentation of final audit report to Council and the public is tentatively scheduled for March 21, 2016.



### **United States Department of Agriculture**

February 17, 2016

**Rural Development** 

SUBJECT:

Acknowledgement of New Preauthorized Debit

Authorization Agreement

Chief Financial Officer

SEND TO:

Office of the National Financial and Accounting Operations Center

CITY OF FIREBAUGH 1575 ELEVENTH ST. FIREBAUGH, CA 93622

4300 Goodfellow Boulevard St. Louis, MO 63120 Voice 314.457.4023 Fax 314.457.4370

Case Number 04 010 \*\*\*\*\*0333

Fund Code / Loan No. 92 / 01

The above loan has been **PAID IN FULL**; therefore, your Authorization Agreement is no longer active. No more payments will be processed after the date of this letter. If you should have any further questions, contact your local Rural Development / Farm Service Agency field office representative.

Sincerely,

Cash Management Collections Branch (FC-1411)

cc: 04 707



USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint\_filing\_cust.htm or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.



# **United States Department of Agriculture**

February 17, 2016

Rural Development

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Authorization Agreement

Chief Financial Officer

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## FIREBAUGH POLICE DEPARTMENT

# Memo

To:

Honorable Mayor Freddy Valdez and Council Members

From:

Salvador Raygoza, Police Chief

CC:

Ben Gallegos, Interim City Manager

Date:

03/03/2016

Re:

Staff Report

#### **MONTHLY CRIME ANALYSIS:**

During the month of January and February 2016, Firebaugh Officers took a total of 169 reports that can be classified as crime reports, incident reports, and traffic accidents. The majority of the reports taken were non-criminal and can be classified as incident reports. Officers issued 155 citations, during the last two months and seven (7) vehicle accidents.

I've attached a monthly statistical report with a two-year crime comparison report and calls for service coming into our dispatch center. The calls for service are generated by citizens telephoning dispatch or officers doing self-initiated activity. I have included an area for code enforcement statistics. I am confident our stats will increase this year with more enforcement.

These stats are based on the City of Firebaugh and do not reflect any information pertaining to the City of Mendota or its police department.

#### SIGNIFICANT CASES

On January 8, 2016, officers investigated a three (3) car pile-up at "N" Street and Helm Canal Road. A Ford Pick-up making a left turn onto Helm Canal failed to yield for a van traveling north on N Street. The van collided with the pick-up causing the pick up to spin around and hit a vehicle waiting to turn at the stop sign. Two people were injured.

On January 18, 2016, an officer noticed a dirt motorcycle coming onto River Lane from the Lake Jo Allen area. The officer attempted to initiate a motorcycle stop, but the rider sped off north on the walking trail at a high rate of speed. The driver lost control of motorcycle and crashed at 15<sup>th</sup> and R Street. The rider (a female) was arrested, booked, and released on a signed promise to appear in court. The female has been arrested in the past under the similar circumstances, while riding a motorcycle.

On 01/18/2016, an officer stopped a vehicle near the high school. The officer arrested a young male for being in possession of 12 individually packaged baggies of marijuana for immediate sale. The subject was transported to the police department and later transported to Fresno County Jail for confinement.

#### FIREBAUGH RODEO GROUNDS - EVENT RECOMMENDATION:

I attended several the meetings which discussed the noise complaints at the Rodeo Grounds and Community Center. After doing some research which consisted of decibel readings during Jaripeos and reading literature pertaining to noise regulations, I've come up with a recommendation for City Council to consider.

- 1. The City to allow three, up to four, Jaripeos per year.
- 2. Events Scheduled for the 2016 calendar year:
  - a. April Demolition Derby
  - b. May Jaripeo Saturday Event
  - c. June Jaripeo Sunday Event
  - d. July 3<sup>rd</sup> Independence Day Celebration (4<sup>th</sup> of July)
  - e. July 28th 31st Firebaugh Harvest Festival
  - f. August Jaripeo Saturday event
  - g. September Rotary Club Team roping

Keep all other City's rules and regulations in place; unless changed by city manager and/or city staff depending on unforeseen problems.

#### **PERSONNEL:**

The department's personnel strength stands at 21, including 10 sworn officers, 3 full time dispatchers, 3 reserve officers and 3 part-time dispatchers.

Vince Patlan recently resign his position as a reserve to give his new job his full commitment.

Karla Garcia, also resign her dispatch position with the department, to take employment with one that allowed her to spend more time with her growing family.

The department currently has three (3) applicants going through the background process, for reserve officers. I am hopeful that they will be ready for hiring within the next three (3) months



## Monthly Crime Statistic Comparison Report 2016/2015 Presented By Chief Salvador Raygoza

## City of Firebaugh

Offenses Part One Crimes	Jan-16	Jan-15	Feb-16	Feb-15	Mar-16	Mar-15	Apr-16	Apr-15
Murder	0	0	0	0				
Rape	0	0	0	0				
Robbery	0	0	0	0				
Aggravated Assault	2	4	4	1				
Simple Assault	3	5	5	2				
Total Violent Crimes	5	9	9	3		1, V		
Offenses Part Two Crimes								
Burglary	1	5	2	4				
Larceny Auto Theft	4	1	1	1				
Larceny Stolen Property	6	5	6	5				
Vandalism	11	3	7	5				
Sex Offense	0	1	1	1				
Narcotics Violation	6	4	8	3				
Runaways	1	1	1	1				
Other Felonies	3	5	2	3				
Other Misdemeanors	12	11	9	8				
Incident Reports	18	16	14	13				
Totals Property & Other	62	52	51	44				
	2016	2015	2016	2015	2016	2015	2016	2015
DUI Arrests	3	7	9	5				
Warrant Arrests	12	11	10	3				
Traffic Citation	72	104	77	93				
Municipal Code Citations	0	5	4	4				
Municipal Code Cases	1	2	0	0				
Dog Bites	0	0	1	0				
Calls for Service Public	224	256	226	236				
Officer Initiated Calls	571	574	560	434				

Attached statiscs are for crime analysis by Firebaugh Police Administration and public information.

Data can not be compared to UCR data, due to these values subject to change for up two years.