

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No.16/05-16

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622

Date/Time: May 16, 2016/3:00 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

CLOSED SESSION

1. Government Code Section 54957

PUBLIC EMPLOYEE EMPLOYMENT: City Attorney.

PUBLIC COMMENT

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.

2. APPROVAL OF MINUTES – The City Council meeting on May 2, 2016.

3. WARRANT REGISTER – Period starting March 1, and ending on March 31, 2016.

April 2016	General Warrants	#33358 - #33488	\$ 292,926.86
	Payroll Warrants	#66808 - #66911	\$ 316,575.96
WIRE TRANSFER TO ORANGE COAST TITLE CO. re: 1458 11th Street			\$ 3,840.00
TOTAL			\$ 613,342.82

NEW BUSINESS

4. THE CITY COUNCIL OF THE CITY OF FIREBAUGH DISCUSS AND CONSIDER THE REQUEST OF A WAVIER OF FEES FROM THE METHODIST CHURCH FOR THE USE OF THE COMMUNITY CENTER, TABLES AND CHAIRS FOR A FUND RAISING EVENT TO BENEFIT THE HONOR FLIGHT.

Recommended Action: City Council receives comments and gives staff direction.

5. RESOLUTION NO. 16-13 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADOPTING ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2016/2017.

Recommended Action: City Council receives comments and approves Res. No. 16-13.

6. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS LAS DELTAS WATER PROJECT.

Recommended Action: City Council receives comments, Informational item only.

7. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS CODE ENFORCEMENT.

Recommended Action: City Council receives comments and gives staff direction.

8. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS RESTROOMS AT DUNKLE PARK AND RODEO GROUNDS.

Recommended Action: City Council receives comments and gives staff direction.

9. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS A JOINT MEETING BETWEEN THE FIREBAUGH UNIFIED SCHOOL BOARD AND THE FIREBAUGH CITY COUNCIL.

Recommended Action: Council receives public comment & gives staff direction.

10. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS DROUGHT PLAN AND MALDONADO SPLASH PARK WATERING CONCERNS/USAGE.

Recommended Action: Council receives public comment & gives staff direction.

11. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS RFP – DEVELOPMENT IMPACT FEE UPDATE- NEXUS STUDY AND CONSIDER A FEE POLICY FOR NEW DEVELOPMENT.

Recommended Action: Council receives public comment & gives staff direction.

12. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER AN AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND THE FIREBAUGH PROMOTORES REGARDING THE FIREBAUGH COMMUNITY GARDEN.

Recommended Action: Council receives public comment & gives staff direction.

13. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER A NAME CHANGE OF THE ANNUAL HARVEST FESTIVAL TO THE CANTALOUPE ROUND-UP.

Recommended Action: Council receives public comment & gives staff direction.

14. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER OF A WAIVER OR REDUCTION OF RENTAL FEES FOR FOOD BOOTH SELLING HEALTH FOOD ITEMS DURING THE HARVEST FESTIVAL.

Recommended Action: Council receives public comment & gives staff direction.

STAFF REPORTS

ANNOUNCEMENT AFTER CLOSED SESSION

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, May 12, 2016 at 5:00 p.m. by Rita Lozano Deputy City Clerk.

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 16/05-02

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: April 18, 2016/6:00 p.m.

CALL TO ORDER Meeting called to order by Mayor Valdez at 6:00 p.m.

ROLL CALL

PRESENT: Mayor Freddy Valdez
Mayor Pro Tem Brady Jenkins
Council Member Craig Knight
Council Member Marcia Sablan
Council Member Felipe Perez 6:14 pm

ABSENT:

OTHERS: City Attorney Roy Santos; Acting City Manager/Public Works Director, Ben Gallegos; Deputy City Clerk, Rita Lozano; Finance Director, Pio Martin; Police Chief, Sal Raygoza; Fire Chief, John Borboa; City Planner, Karl Schoettler; City Engineer, Mario Gouveia; and others.

PLEDGE OF ALLEGIANCE: Council Member Jenkins led pledge of Allegiance.

PUBLIC COMMENT: Linda McCraw with the Methodist Church would like to use the community center, tables & chairs but request a waiver of all rental fees for a fund raising event. The church would like to have a bingo fundraiser to donate proceeds to the Flight for Veterans, sending them to Washington DC to be honored.

PRESENTATION - None

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council meeting on April 18, 2016.

Motion to approve minutes by Council Member Knight, Second by Council Member Sablan, motion passes by 4-0 vote.

NEW BUSINESS

2. RESOLUTION NO. 16- 12 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH DIRECTING THE FILING OF THE ANNUAL ASSESSMENTS FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 IN THE CITY OF FIREBAUGH.

Motion to approve Resolution No 16-12 by Council Member Knight, Second by Council Member Sablan, motion passes by 4-0 vote.

3. COUNCIL MEMBER PEREZ IS REQUESTING THE COUNCIL'S CONSIDERATION OF RENTING 1468 11TH STREET.

Motion to deny rental request because of safety conditions of the building by Council Member Knight, Second by Council Member Jenkins, motion passes by 4-0 vote.

4. THE CITY COUNCIL OF THE CITY OF FIREBAUGH REVIEWING THE PRELIMINARY FY 2016/17 ENTERPRISE FUND BUDGET.

Informational item only on the following funds: Airport, Water, Water Capital, Sewer, Sewer Capital, Lighting & Landscape and Solid Waste Service funds. The proposed purchases and projects schedule for some of the enterprise funds, as follows:

- Water Operations: Line 5035 – To pay half of the purchase of three (3) vehicles.
- Water Capital Operations: Schedule four projects (Water Plant Recycling Pond Expansion, Water Line Replacement and [To pay half of: Repave Helm Canal to Birch, Pave River Lane]).
- Sewer Operations: Line 5035 – To pay half of the Purchase of three (3) vehicles.
- Sewer Capital Operations: Schedule three (3) projects ([To pay half of: Repave Helm Canal to Birch, Pave River Lane,] and 14" SS Replacement – West of Zozaya)

Motion to enter closed session by Council Member Jenkins, Second by Council Member Sablan, motion passes by 5-0 vote at 6:58 p.m.

CLOSED SESSION

5. GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS: REPRESENTED EMPLOYEES:

Agency Designated Representative: Ben Gallegos, City Manager

Employee Organizations: Police Officer Association

Motion to enter open session, passes by 5-0 vote at 7:18 p.m.

ANNOUNCEMENT AFTER CLOSED SESSION:

Council Motion to open negotiations with the Police Officers Association for one issue.

STAFF REPORTS

- **Council Member Perez** – Reported on event to be held on Thursday, Cinco de Mayo at the Maldonado Park.
- **Council Member Knight** – Thanked staff on the success of the clean-up event, on Saturday, he seen about twenty vehicles at the sewer plant dropping off their items.
- **Mayor Valdez** – Asked council's consideration of creating a policy or incentive program that may reduce about 25% of impact fees, to recruit new development.
- **Council Member Jenkins** – Asked about an update on setting a joint meeting with the School Board. Ben Gallegos approached and mentioned council's request with Russel Freitas and a few other Board Members about it, but the request must be presented to the School Board Meeting for approval.
- **Council Member Sablan** – Asked for an update on the River Camp, if it will be held for four weeks this year. Staff replied, "Yes".

- **Finance Director Martin** –The budget item to be presented will be the Street, grants and Impact fee, Enterprise Fund at the next council meeting.
- **Public Works Director, Ben Gallegos** – Tried contacting Terre Verde, left message but have not received a return call. Isabel and I meet with the representatives from AARP on employing a volunteer, the volunteer signed the contract mistakenly, and therefore, the contract will have to be re-executed since she is not authorized to sign on behalf of the City. Some of the seniors received the proper training to volunteer to serve for the lunch program at the Senior Center this summer. The city received sole source approval from Community Block Grant to execute contract for Grant Administration. City received approval to repair six street through funding from COG. City received six bid proposals for Attorney Services. Council Member Sablan stated she would like to ask the Attorneys about the present RDA plan. Working with Mario on a plan to install a sewer line for a restroom at the Rodeo Grounds, but we will need the school authorization to pass through their property. Valley Health Team will be remodeling the old I-5 daycare center and has donated the playground equipment, which will be relocated to the enclosed area. Spoke with Seth of EDC regarding potential new business developing in the city
- **Police Chief Raygoza** – This past weekend on April 30th, Police Department held “National Take Back Day”, an annual program for individuals to drop off unused or expired prescription medications, three boxes full of medications were received and were sent to be destroyed. PAL Softball program has registered about 68 girls. PAL wants to extend the boxing program with possibly start to schedule boxing matches against other organizations, and have them during the Harvest Festival, but need a building for practice. A couple of individuals are in the background process to be hired as Reserve Officers, Police Dept. are looking at placing one as a Code Enforcement and one as a Dog Catcher.
- **Fire Chief, John Borboa** – Informational Letter to be presented at next meeting, the last payment to be made on the 10 year old truck purchased previously, so Fire Department would like to replace the 1996 truck, the process takes about a year and half, therefore staff is working on the specifications.
- **City Attorney Santos** – Pacific Ag has filed dismissal on the pending lawsuit.

ADJOURNMENT - Motion to adjourn by Council Member Knight, second by Council Member Jenkins; motion passes by 5-0 vote at 7:56 p.m.



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: May 16, 2016

SUBJECT: Warrant Register Dated: May 16, 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:

APRIL 01, 2016 – APRIL 30, 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:

GENERAL WARRANTS	# 33358 – #33488	<u>\$ 292,926.86</u>
PAYROLL WARRANTS.....	# 66844 – #66911	<u>\$ 316,575.96</u>
WIRE TRANSFER TO ORANGE COAST TITLE COMPANY		
PROPERTY: 1458 11 TH STREET.....		<u>\$ 3,840.00</u>
TOTAL WARRANTS.....		\$ 613,342.82

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2016 - APRIL 30, 2016**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
33358	4/1/2016	AT&T MOBILITY	\$ 393.83	#287249191200 POLICE DEPT
33359	4/1/2016	AXCES INDUSTRIAL SUPPLY	\$ 935.06	FLOAT AWAY/CITRUS DEGREASE
33360	4/1/2016	BIG G'S AUTOMOTIVE CENTER	\$ 41.66	FD-OIL FILTERS
33361	4/1/2016	CEDAR VETERINARY HOSPITAL	\$ 80.41	PD- BOWIE EXAM
33362	4/1/2016	COUNTRY VETERINARY CLINIC	\$ 296.00	JANUARY 2016 ANIMAL CONTROL
			\$ 200.00	MARCH 2016 ANIMAL CONTROL
		Check Total:	\$ 496.00	
33363	4/1/2016	CSJVRMA	\$ 52,833.00	2015/16 4TH QTR DEPOSITS-
33364	4/1/2016	DEPARTMENT OF JUSTICE	\$ 350.00	FEBRUARY BLOOD ALCOHOL
33365	4/1/2016	FIREBAUGH HARDWARE COMPAN	\$ 8.65	WATER METER REPAIR
			\$ 24.88	ROOF CEMENT WETPATCH
			\$ 20.55	PD ROOF CEMENT WET/DRY
			\$ 14.05	JOINT COMPOUND
			\$ 29.19	SHOP BATHROOM-TEXTURE
		Check Total:	\$ 97.32	
33366	4/1/2016	FRESNO COUNTY TREASURER	\$ 48.00	PRISONER PROCESSING FEB
33367	4/1/2016	FRESNO-MADERA AREA AGENCY	\$ 48.02	2/16 NON USDA QUALIFIED
33368	4/1/2016	J-I.T. OUTSOURCE	\$ 197.00	WEB MAINTENANCE
33369	4/1/2016	LEAGUE OF CALIF. CITIES	\$ 4,193.28	MEMBERSHIP DUES
33370	4/1/2016	NAPA AUTO PARTS - FIREBAU	\$ 8.82	SHOP TOOL-BASTARD FILE
			\$ 7.06	SHOP TOOL- PUTTY KNIFE
		Check Total:	\$ 15.88	
33371	4/1/2016	OCCUPATIONAL HEALTH CNTER	\$ 110.50	PHYSICAL NEW RESERVE OFFICER
33372	4/1/2016	PITNEY BOWES #8000-9090-	\$ 520.99	MARCH 2016 POSTAGE REFILL
33373	4/1/2016	QUILL CORPORATION	\$ 207.75	TOILET PAPER-ALL DEPTS
33374	4/1/2016	DIANA MALDONADO RODRIGUEZ	\$ 150.00	DUNKLE PARK CLEANING DEP

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2016 - APRIL 30, 2016**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
33375	4/1/2016	SPARKLETTS	\$ 104.65	PUBLIC WORKS/SHOP
			\$ 48.11	CITY HALL
		Check Total:	\$ 152.76	
33376	4/1/2016	STATE WATER RESOURCES CON	\$ 170.00	RENEWAL BEN GALLEJOS
33377	4/1/2016	TELEPACIFIC COMMUNICATION	\$ 1,549.41	ALL DEPT-TELEPHONE & INTERNET
33378	4/1/2016	THARP'S FARM SUPPLY	\$ 61.88	PAINT DUNKLE PARK CANOPY
			\$ 3.25	KEYS DUNKLE PARK STORAGE
			\$ 3.80	STORM DRAIN REPAIR
			\$ 47.92	HWY 33- VOLT BATTERY PACK
			\$ 22.91	GLOVES-RESTROOM MALDONADO
			\$ 23.71	DUNKLE PARK SUPPLY-THINNE
			\$ (33.27)	STORM DRAIN REPAIR
			\$ (10.10)	OUTBACK MOWER
			\$ 0.51	OUTBACK MOWER
			\$ 6.28	OUTBACK MOWER-V BELT
			\$ 29.65	MALDONADO PARK-LATEX
			\$ 7.99	MALDONADO PARK-AUTO PAK
			\$ 10.60	DUNKLE BATHROOMS-NO KINK
			\$ 25.97	PRUNER SAW BLADE
			\$ 23.85	PD-FLOR LITE TUBE
			\$ 6.48	TRUCK #7-WORK GLOVE
			\$ 8.01	CEMENT SAW-V BELT
			\$ 7.47	SEWER LINE REPAIR-SAIPAN/
			\$ 76.84	SEWER LINE REPAIR
			\$ 24.22	DUST RESPIRATOR
			\$ 3.25	PW#19-CURTIS KEYS
			\$ 28.99	SHOP TOOL- GREASE FITTING
			\$ 36.90	SHOP TOOLS-LOCKWASHER
			\$ 12.75	MALDONADO PARK-PUTTY KNIFE
			\$ 12.66	CEMENT SAW-V BELT
			\$ 15.88	DUNKLE PARK-TAPE/CLAMPS
			\$ 10.58	WELL #11 DRAIN REPAIR
			\$ 25.78	TRUCK #12- FOLDING SAW
			\$ 11.04	MALDONADO PARK-SCOURING
			\$ 126.02	OCHARD LOPPER-MALDONADO
			\$ 7.31	SITE #2 REPAIR
			\$ 0.74	SITE #2 REPAIR-ELBOW
			\$ 15.11	DUNKLE CANOPY-SAND PAPER
			\$ 16.22	TRUCK #7-OREGON OIL
			\$ 15.04	SHOP SUPPLIES-ADHESIVE
			\$ 8.32	SHOP TOOL

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2016 - APRIL 30, 2016

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
33378	4/1/2016	THARP'S FARM SUPPLY	\$ 4.84	COMM. CTR FLOOR-SCREWS
			\$ 38.31	RUBBER GLOVES
			\$ 7.64	SITE #1-HOSE CLAMPS
			\$ 441.69	BOLT CUTTERS
			\$ 41.99	SHOP SUPPLIES-EMERY CLOTH
			\$ 1.65	JACK HAMMER COMPRESSOR
			\$ 17.53	BLUE NITRILE GLV
			\$ 17.10	WASH BRUSH
			\$ 15.49	TRIGGER JET
			\$ 6.95	SONAR MACHINE-BATTERY
			\$ 49.22	PAINT SUPPLY-ROLLER COVER
			\$ 16.29	TRUCK #7-MANURE FORK
			\$ 2.01	STOP SIGN-PARTS
			\$ 20.02	POINT E BLADE
			\$ 54.18	WATER TANK/FIRE HYDRANT
			\$ 12.66	MALDONADO SIGN- PAINT BRUSH
			\$ 12.79	SHOP-PARTS
			\$ 13.53	SITE #1-GALLON BUCKET
			\$ 32.41	BACTI-SAMPLES-PENCIL
			\$ 87.88	POLY TARP
			\$ 38.94	7TH ST SEWER LINE
			\$ (9.69)	POLYTHYL
			\$ 14.64	GAS PUMP-LOCKS
			\$ 0.91	LIGHT LIFT STATION-MALE A
			\$ 30.52	PARKS-GAS CAN
			\$ 33.82	MEDIA SITE #1
			\$ 133.93	FILTER CLEANING-COVERALLS
			\$ 28.78	ASPHALT TOOL-ECON SPRAYER
			\$ 4.31	PAINT BRUSH
		Check Total:	\$ 1,864.90	
33379	4/1/2016	TIFCO INDUSTRIES	\$ 298.71	PARTS FOR EQUIP. REPAIR
33380	4/1/2016	UNITED RENTALS (NORTH AME	\$ 966.45	STUMP GRINDER-HYDRAULIC
33381	4/1/2016	UNITY IT	\$ 50.00	PD DEPT IT TASK/TICKET
			\$ 125.00	PD DEPT IT-TASK/TICKET
		Check Total:	\$ 175.00	
33382	4/1/2016	WEST SIDE DRUG STORE	\$ 2.14	FD-SUPPLY
			\$ 4.10	FD-WINDEX
		Check Total:	\$ 6.24	
33383	4/1/2016	WEST STAR ENVIRONMENTAL,	\$ 546.32	PERFORMED APCD TEST

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2016 - APRIL 30, 2016

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u> <u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
33384	4/5/2016 U.S. POSTMASTER	\$ 814.56	UTILITY BILLING APRIL 2016
33385	4/8/2016 AGRI-VALLEY IRRIGATION	\$ 28.99	WATER METER 915 10TH ST
		\$ 22.92	SIDEWALK RIVER LANE REPAIR
		\$ 23.15	TRUCK #7 FOLDING SAW
		\$ 73.35	1540 8TH ST SIDEWALK REPAAIR
		\$ 187.87	MATERIAL REPAIR
		\$ 45.85	REDI-MIX CONCRETE
		\$ 45.85	1540 8TH ST SIDEWALK REPAIR
		\$ 32.08	MOTEL 33 WATERLINE REPAIR
		\$ 23.15	FOLDING SAW
		\$ 45.85	REDI MIX CONCRETE
		\$ 12.56	REPAIR WATER LINE MATERIAL
		\$ 21.82	PARK MATERIAL
		\$ 18.34	MALDONADO PARK SIGN
	Check Total:	\$ 581.78	
33386	4/8/2016 ALERT-O-LITE, INC.	\$ 831.13	STENCIL LETTER S,T,O, P
		\$ 8.23	LAWN MOWER-KEY MLD GEN
	Check Total:	\$ 839.36	
33387	4/8/2016 AT&T	\$ 104.29	CITY HALL 9391012022
		\$ 321.65	CITY HALL ALL DEPTS 9391
		\$ 134.12	COMM CTR 9391012021
		\$ 17.42	CITY HALL 9391012023
33387	4/8/2016 AT&T	\$ 504.98	POLICE DEPT 9391012020
		\$ 0.07	9391019185 CITY HALL
	Check Total:	\$ 1,082.53	
33388	4/8/2016 BETTER QUALITY PAINTING	\$ 9,600.00	WATER SITE #1
33389	4/8/2016 JOHN BORBOA	\$ 1,666.66	FIRE SERVICES APRIL 2016
33390	4/8/2016 CALIFORNIA BUILDING STAND	\$ 68.40	3RD QTR REPORT 1/116-3/31
33391	4/8/2016 COLLINS & SCHOETTLER	\$ 4,180.00	PLANNING CONSULTING
33392	4/8/2016 CVR & ASSOCIATES, INC.	\$ 4,748.88	BLDG & INSPEC INSPECTION
33393	4/8/2016 DEPT. OF CONSERVATION	\$ 116.81	3RD QTR REPORT 1/1/16-3/3
33394	4/8/2016 DONALD R. REYNOLDS, CPA	\$ 7,250.00	FINAL BILLING ANNUAL AUDIT
33395	4/8/2016 EMERGENCIES MADE SIMPLE	\$ 950.00	COR/FIRST AID CLASS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2016 - APRIL 30, 2016

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
33396	4/8/2016	FRESNO COUNTY AUDITOR'S O	\$ 12.50	POLICE PARKING VIOLATN FEE
33397	4/8/2016	GOODALL TRUCKING, INC.	\$ 633.12	BASE MATERIAL
			\$ 1,206.71	MATERIALS
		Check Total:	\$ 1,839.83	
33398	4/8/2016	GUTHRIE PETROLEUM, INC.	\$ 824.23	BULK UNLEADED GASOLINE
			\$ 868.31	BULK UNLEADED GASOLINE
			\$ 1,341.41	BULK UNLEADED GASOLINE
			\$ 563.45	BULK UNLEADED GASOLINE
		Check Total:	\$ 3,597.40	
33399	4/8/2016	HOME DEPOT CREDIT SERVICE	\$ 1,012.38	MATERIALS FOR PARKS/SEWER
33400	4/8/2016	HUB INTERNATIONAL	\$ 125.98	HILDA SANCHEZ RECEIPT#837
			\$ 125.98	LORRAINE MONTEZ RECEIPT#8
			\$ 125.98	CLARA MUNOZ RECEIPT#9761
			\$ 125.98	MANUEL REA RECEIPT#22633
		Check Total:	\$ 503.92	
33401	4/8/2016	KTS SERVICES OF NORTHERN	\$ 2,238.53	SHORTEL WITH LATEST SOFTWARE
33402	4/8/2016	RODDY A. LAKE	\$ 294.19	POLICE HEALTH INS
33403	4/8/2016	MID-VALLEY DISPOSAL	\$ 26,357.50	SERVICES FOR MARCH 2016
			\$ 63.63	1800 HELM CANAL RD
		Check Total:	\$ 26,421.13	
33404	4/8/2016	PACIFIC GAS & ELECTRIC	\$ 54.02	5868421949-4 PARKS
33405	4/8/2016	RSG, INC.	\$ 1,538.75	SUCCESSOR AGENCY CONSULTING
33406	4/8/2016	SAN JOAQUIN VALLEY	\$ 36.00	16/17 ANNUAL PERMITES
			\$ 123.00	16/17 ANNUAL PERMITS
		Check Total:	\$ 159.00	
33407	4/8/2016	STATE WATER RESOURCES CON	\$ 300.00	RENEWAL TONY WWTP OPERATOR
33408	4/8/2016	TELSTAR	\$ 1,125.00	SERVICE CALL WTP 3/9/16
			\$ 1,622.00	EAST & WEST AUGER UPGRADE
			\$ 601.00	WEST AUGER ANALOG MODULE
		Check Total:	\$ 3,348.00	
33409	4/8/2016	UNITED RENTALS (NORTH AME	\$ 325.00	STUMP GRINDER REPAIR
33410	4/8/2016	U.S. BANK EQUIPMENT FINAN	\$ 506.21	RNT/LEASE EQUIP 3/20-4/2

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2016 - APRIL 30, 2016

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
33411	4/8/2016	MARY OLAGUE	\$ 76.64	MQ CUSTOMER REFUND
33412	4/12/2016	CITY OF FIREBAUGH	\$ 89,628.27	UNITED SEC BANK-PAYROLL
33413	4/14/2016	FRESNO CO ECONOMIC OPPORT	\$ 85.00	SENIOR TRANSPORTATION
33414	4/15/2016	AG & INDUSTRIAL SUPPLY	\$ 4.75	JACK HAMMER COMPRESSOR
			\$ 21.10	SWEeper-PART
		Check Total:	\$ 25.85	
33415	4/15/2016	ALA 346	\$ 77.40	2016 CALENDARS/LISTING
33416	4/15/2016	AUTOZONE COMMERCIAL (1379	\$ 72.46	PD#95-BATTERY
			\$ 121.08	PW#19-BACKHOE/BATTERY
			\$ 172.60	PW#39-BATTERY
			\$ 15.82	PW#36-3M LEATHER/VNYL
			\$ 35.83	PW#36-V RIBBED BELT
			\$ 7.23	FD-TERM QCK SPLICE
		Check Total:	\$ 425.02	
33417	4/15/2016	BRECK'S TRANSPORT	\$ 975.00	MEDIA FOR WATER PLANTS
33418	4/15/2016	ABELINO CISNEROS	\$ 180.00	WORKED FUNCTION
33419	4/15/2016	CNA SURETY	\$ 3,214.30	CA POSITION SCHEULE
33420	4/15/2016	CORELOGIC SOLUTIONS, LLC.	\$ 150.00	REALQUEST MARCH 2016
33421	4/15/2016	COUNTRY CHARM FLOWERS & G	\$ 70.35	FLORAL ARRANGEMENT
33422	4/15/2016	CENTRAL VALLEY TOXICOLOGY	\$ 193.00	DRUG SCREEN
			\$ 116.00	DRUG SCREEN
		Check Total:	\$ 309.00	
33423	4/15/2016	DEPARTMENT OF JUSTICE	\$ 450.00	FINGERPRINTS MARCH 2016
33424	4/15/2016	FERGUSON ENTERPRISES, INC	\$ 2,155.95	PUBLIC WORKS-PARTS
33425	4/15/2016	FRESNO POLICE DEPARTMENT	\$ 75.00	FERNANDO MARTINEZ-RANGE
33426	4/15/2016	FRESNO COUNTY TREASURER	\$ 155.58	ACCESS FEE CONTRACT MARCH
33427	4/15/2016	FRESNO OXYGEN	\$ 45.88	SHOP-SUPPLIES

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2016 - APRIL 30, 2016

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
33428	4/15/2016	G&K SERVICES, INC.	\$ 14.18	CITY HALL
			\$ 84.51	CITY SHOP
			\$ 16.72	COMMUNITY CTR
			\$ 10.73	WASTE WATER FACILITY
			\$ 21.17	SENIOR CTR
			\$ 14.18	CITY HALL
			\$ 84.51	CITY SHOP
			\$ 16.72	COMMUNITY CTR
			\$ 10.73	WASTE WATER FACILITY
			\$ 21.17	SENIOR CTR
			\$ 14.18	CITY HALL
			\$ 84.51	CITY SHOP
			\$ 16.72	COMMUNITY CTR
			\$ 10.73	WASTE WATER FACILITY
			\$ 21.17	SENIOR CTR
			\$ 14.18	CITY HALL
			\$ 84.51	CITY SHOP
			\$ 16.72	COMMUNITY CTR
			\$ 10.73	WASTE WATER FACILITY
			\$ 21.17	SENIOR CTR
			\$ 14.18	CITY HALL
			\$ 84.51	CITY SHOP
			\$ 16.72	COMMUNITY CTR
			\$ 10.73	WASTE WATER FACILITY
			\$ 21.17	SENIOR CTR
Check Total:			\$ 589.24	
33429	4/15/2016	GOUVEIA ENGINEERING, INC.	\$ 168.00	710.03 DBE PLAN-ADA
			\$ 606.38	710.10 ADA SELF-EVALUATIO
			\$ 614.25	720.01 PLANNING GENERAL
			\$ 496.13	720.08 SJ RIVER FLOOD
			\$ 1,819.13	725.01 PUBLIC WORKS GENERAL
			\$ 1,961.25	730.07 SRF WWTP IMPROVEMENT
			\$ 6,401.25	740.05-4 TASK 4 PS&E LAS
			\$ 742.50	740.05-7 TASK 7 ADMN LAS
			\$ 110.25	745.01 STREETS GENERAL
			\$ 212.63	760.01 AIRPORT GENERAL
			\$ 723.19	785.07 GATEWAY PROJECT
			\$ 87.94	795.11 RSTP APPLICATIONS
Check Total:			\$ 13,942.90	
33430	4/15/2016	THE J.P. COOKE CO.	\$ 101.82	PUBLIC WORKS ANIMAL CONTROL
33431	4/15/2016	KER WEST, INC. DBA	\$ 99.00	PLANNING NOTICE ADVERTISE
33432	4/15/2016	ELSA LOPEZ	\$ 936.60	POLICE HEALTH INS
33433	4/15/2016	MANUELS TIRE SERVICE, INC	\$ 16.27	VEHICLE34-RADIALPATCH
			\$ 351.66	VEHICLE#7-GOODYEAR/VALVE
			\$ 16.27	VEHICLE 3- RADIAL PATCH
			\$ 349.66	PD 3-GOODYEAR TIRES
			\$ 325.02	TRUCK#7-VALVE STEM

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2016 - APRIL 30, 2016

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
33433	4/15/2016	MANUELS TIRE SERVICE, INC	\$ 349.66	PD11-GOODYEAR TIRES
			\$ 16.27	TRUCK #7-RADIAL PATCH
			\$ 1,265.13	SEWER PLANT-MICHELIN/TUBE
			\$ 40.05	VEHCILE #4-USED TIRE
		Check Total:	\$ 2,729.99	
33434	4/15/2016	MOLINA, JESUS	\$ 155.81	UNIFORM REIMBURSEMENT PER
33435	4/15/2016	MOORE TWINING ASSOCIATES,	\$ 2,725.00	SEWER LAB ANALYSIS
33436	4/15/2016	CALIF PUBLIC EMPLOYEES RE	\$ 5,700.00	ANNUAL UNFUNDED ACCRUED
			\$ 9,892.00	ANNUAL UNFUNDED ACCRUED
		Check Total:	\$ 15,592.00	
33437	4/15/2016	PEREZ SMOG & LUBE	\$ 50.00	PD#5-SMOG
33438	4/15/2016	QUILL CORPORATION	\$ 278.56	MARGARET BINDER/PAPERROLL
33439	4/15/2016	SERGIO'S UPHOLSTERY	\$ 175.00	UPHOSTERING-SEATS
33440	4/15/2016	SPARKLETTS	\$ 31.58	POLICE DEPT
33441	4/15/2016	SWRCB ACCOUNTING OFFICE	\$ 12,504.69	WATER SYSTEM FEES 7/1/15-
33442	4/15/2016	SUN'S INTERNATIONAL CORP	\$ 86.04	TOILET PAPER
33443	4/15/2016	TELSTAR	\$ 2,281.00	WTP 1-ETHERNET IP
33444	4/15/2016	THOMASON TRACTOR COMPANY	\$ 4.98	JD TRACTOR-BOLTS
			\$ 136.60	DISC
			\$ 5.58	JD TRACTOR-THREADED NIPPLE
			\$ 517.95	JD DISC
			\$ 177.33	JD DISC-SPOOL
			\$ 23.11	GLOVES FOR DOG TRUCK
			\$ 443.00	JD TRACTOR-FUEL TANK
			\$ 3.86	JD DISC-O-RING
			\$ 7.76	JD DISC-SNAP RING
			\$ 39.72	CEMENT SAW
			\$ 432.85	PARK-KOMBIMOTOR
			\$ (432.85)	RETURN KOMBIMOTOR
			\$ 389.57	KOMBIMOTOR
			\$ 226.59	DIESEL MOWER-BLADE
			\$ 82.06	TRACTOR-EQUIP
			\$ 32.46	AUTOCUT
			\$ 65.26	PARK OIL

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2016 - APRIL 30, 2016**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
33444	4/15/2016	THOMASON TRACTOR COMPANY	\$ 54.21	OIL/AUTOCUT
			\$ 79.44	LAWN MOTOR-V BELT
			\$ 40.31	LAWN MOTOR-FILTER ELEMENT
			\$ 34.54	LAWN EQUIP
		Check Total:	\$ 2,364.33	
33445	4/15/2016	VALLEY NETWORK SOLUTIONS	\$ 167.12	SWITCH DESKTOP/RACK MOUNT
			\$ 157.50	TROUBLESHOOT FRONT COUNT
		Check Total:	\$ 324.62	
33446	4/15/2016	VERIZON WIRELESS	\$ 862.32	MARCH 2016 ALL DEPTS
33447	4/20/2016	COUNTY OF FRESNO - RECORD	\$ 100.00	NOTICE OF EXEMP.-OFF. OF
33448	4/21/2016	AUTOZONE COMMERCIAL (1379	\$ 40.03	PD-VLV PRESS S
			\$ (40.03)	RETURN DPFE/EGR VLB PRESS
			\$ 40.03	PD-VLV PRESS
		Check Total:	\$ 40.03	
33449	4/21/2016	BEST UNIFORMS	\$ 25.94	PD-PATCHES
33450	4/21/2016	BSK & ASSOCIATES, INC.	\$ 415.00	LAB ANALYSIS
			\$ 67.50	LAB ANALYSIS
			\$ 361.00	LAB ANALYSIS
			\$ 70.00	LAB ANALYSIS
			\$ 25.00	LAB ANALYSIS
			\$ 25.00	LAB ANALYSIS
			\$ 67.50	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 31.26	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 67.50	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 127.50	LAB ANALYSIS
			\$ 31.26	LAB ANALYSIS
			\$ 150.00	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
		Check Total:	\$ 1,798.60	
33451	4/21/2016	CEN CAL INVESTIGATIONS	\$ 1,176.24	IA ADRIAN SANTOYO
33452	4/21/2016	COOK'S COMMUNICATIONS	\$ 100.00	FCC LICENSING FEE
33453	4/21/2016	DEPARTMENT OF TRANSPORTAT	\$ 1,780.83	SIGNLAS & LIGHTING BILLIN

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2016 - APRIL 30, 2016

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
33454	4/21/2016	DISH	\$ 38.31	SENIOR CENTER CABLE
33455	4/21/2016	DIXIE'S	\$ 35.00	FD-5JACKETS SEW/PATCHES
33456	4/21/2016	DTA DAVID TAUSSIG & ASSOC	\$ 6,975.83	PROFESSIONAL SERVICES
			\$ 8,173.93	PROFESSIONAL SERVIVES
Check Total:			\$ 15,149.76	
33457	4/21/2016	EPPLER TOWING & TRANSPORT	\$ 200.00	PW-PULLED TRACTOR OUT OF
33458	4/21/2016	FIREBAUGH SUPER MARKET	\$ 15.14	DOG FOOD
			\$ 6.48	MALDONADO PARK RESTROOMS
			\$ 12.95	CLEANING SUPPLIES COMM.
			\$ 18.36	SENIOR CTR-SUPPLIES
			\$ 50.74	SENIOR CTR SUPPLIES
			\$ 19.99	SENIOR CTR-BIRTHDAY CAKE
			\$ 47.32	CLEANING SUPPLIES FOR CITY
			\$ 25.95	DOG FOOD
			\$ 14.37	SENIOR CTR-WATERS
			\$ 5.56	SITE #1-WATER
Check Total:			\$ 216.86	
33459	4/21/2016	FIRST BANKCARD	\$ 57.68	FD-TICKETPRINTING
			\$ 103.88	FD-ORIENTAL PRINTING
			\$ 20.87	PW-THE HOME DEPOT
			\$ 42.12	FD-NORTHWEST SAFETY
			\$ 25.00	PW-EDC 13TH ANNUAL FREDDY
			\$ 446.90	PW-HYATT BEN GALLEGOS
			\$ 25.00	ED 13TH ANNUAL BRADY JENKINS
Check Total:			\$ 721.45	
33460	4/21/2016	FRESNO COUNTY TREASURER	\$ 24.00	PROCESSING SERVICE MARCH
33461	4/21/2016	JOSE FRED GOMEZ	\$ 525.00	FD VEHICLE-P150, E150, E5
33462	4/21/2016	J-I.T. OUTSOURCE	\$ 68.67	WEB MAINTENANCE
33463	4/21/2016	LOZANO SMITH, LLP	\$ 528.00	PROFESSIONAL SERV.
33464	4/21/2016	MID-VALLEY DISPOSAL	\$ 387.00	40Y 8000 HELM CANAL RD
33465	4/21/2016	OCCUPATIONAL HEALTH CNTER	\$ 104.00	ENRIQUE DEL MURO-HEP B
33466	4/21/2016	PACIFIC GAS & ELECTRIC	\$ 32,804.45	#7355932148-1 ALL DEPTS
			\$ 1,952.38	#8132925706-7 WELL #17
Check Total:			\$ 34,756.83	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2016 - APRIL 30, 2016

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
33467	4/21/2016	TONER PLUS	\$ 179.11	PD-TONER
33468	4/21/2016	USA BLUEBOOK	\$ 212.52	SEWER LAB ANALYSIS
33469	4/21/2016	WESTERN EXTERMINATOR CO.	\$ 36.50	8000 HELM CANAL
			\$ 67.00	1133 P ST CITY HALL
			\$ 45.25	401 THOMAS CONBOY
			<u>\$ 57.00</u>	1655 13TH ST
		Check Total:	\$ 205.75	
33470	4/26/2016	CITY OF FIREBAUGH	\$ 80,540.85	UNITED SEC BANK-PAYROLL
33471	4/29/2016	ALERT-O-LITE, INC.	\$ 506.18	ASPALT PATCH
33472	4/29/2016	AT&T	\$ 335.08	WATER OPER TELEPHONE
33473	4/29/2016	C&C DOOR SERVICE COMPANUY	\$ 1,060.00	FD-REPAIR DOORS
33474	4/29/2016	CHEVRON & TEXCO CARD SERV	\$ 24.49	REAL ESTATE FORECAST EVEN
33475	4/29/2016	CORBIN WILLITS SYSTEMS	\$ 130.00	ADMINISTRATION C/W SERVICE
			<u>\$ 1,020.18</u>	ADMINISTRATION C/W SERVICE
		Check Total:	\$ 1,150.18	
33476	4/29/2016	CVR & ASSOCIATES, INC.	\$ 10,619.15	BLDG & INSPEC INSPECTION
33477	4/29/2016	EMERGENCIES MADE SIMPLE	\$ 650.00	FD-AHA FIRST AID COURSE
33478	4/29/2016	FIREBAUGH AUTO REPAIR	\$ 135.00	FD-2004 CHEVY SILVERADO 2
33479	4/29/2016	FRESNO OXYGEN	\$ 34.18	WIRE WELDER
33480	4/29/2016	JUDICIAL DATA SYS. CORP.	\$ 100.00	POLICE PARKING VIOLATN
33481	4/29/2016	K B ELECTRIC	\$ 306.99	STORM DRAIN ELECTRIC REPAIR
33482	4/29/2016	LOZANO SMITH, LLP	\$ 6,968.35	GENERAL LEGAL MATTERS THR
			\$ 1,100.00	RETAINER LEGAL SERVICES
			\$ 112.00	POLICE DEPT SERVICES
			\$ 800.42	POLICE DEPT SERVICES
			<u>\$ 400.00</u>	PACIFIC AG SERVICES CLAIM
		Check Total:	\$ 9,380.77	
33483	4/29/2016	QUILL CORPORATION	\$ 248.52	OFFICE SUPPLIES
33484	4/29/2016	SALVADOR RAYGOZA	\$ 156.69	REIM. FOR PURCHASE ANNUAL

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2016 - APRIL 30, 2016**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
33485	4/29/2016	SEMPER SPEED & MARINE	\$ 3,863.42	SAMPLING WASTE WATER PLAN
33486	4/29/2016	SPARKLETTS	\$ 59.10	PUBLIC WORKS/SHOP
33487	4/29/2016	USA BLUEBOOK	\$ 1,123.41	SEWER LAB ANALYSIS/SUPPLIES
33488	4/29/2016	CITY OF FIREBAUGH	\$ 38,258.44	UNITED SEC BANK-PAYROLL

Cash Account Total:			\$ 501,354.42	

May 10, 2016

Firebaugh City Council

Dear Council Members,

I am requesting a waiver for building rental fees and a waiver for table + chair rental for the FMVWC fundraiser for the Veterans Honor Flight Program.

The event will be on Fri. June 24, 2016. The event will be a bingo and raffle.

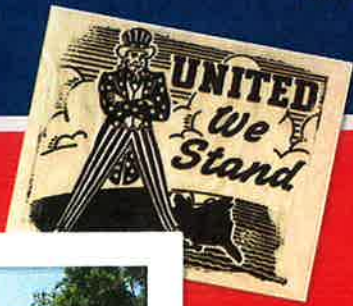
Thank you for your consideration
Linda McCraw

Phone # 659-2230



LET'S GIVE OUR VETERANS ONE MORE TOUR...

...with Honor



*Wreath Laying Ceremony
at Arlington National Cemetery*



*It is a Trip that I, Veterans,
and Guardians will remember the
rest of our lives.
Thank you very much for
a great trip. Sincerely
Byron & Brough*

*Just wanted to say 'Thanks' for arranging
such a wonderful trip. I'm so glad I was
able to make the flight and to see the
monuments and cemetery in person -- T.V.
doesn't do them justice. I also wanted to
complement the organizers of the trip,
especially the people involved.*

*Again, thanks for making this
wonderful flight available. It's something
I'll never forget.
Mike Mene*

The Honor Flight Network consists of over 100 independent non-profit hubs across the United States. Our Central Valley chapter is currently raising funds to charter planes that will send our veterans to Washington D.C. in commemoration of their sacrifice, and in honor of their service to our country. One hundred percent of all donations go toward funding these flights. Please join us in giving back to those who gave it all so that we could be free.



Ways TO Give

Central Valley Honor Flight is now raising funds to fly local veterans to Washington D.C. in order to visit the World War II memorial and salute their fallen brothers. The trip costs about \$1,500 per veteran.

1 Visit

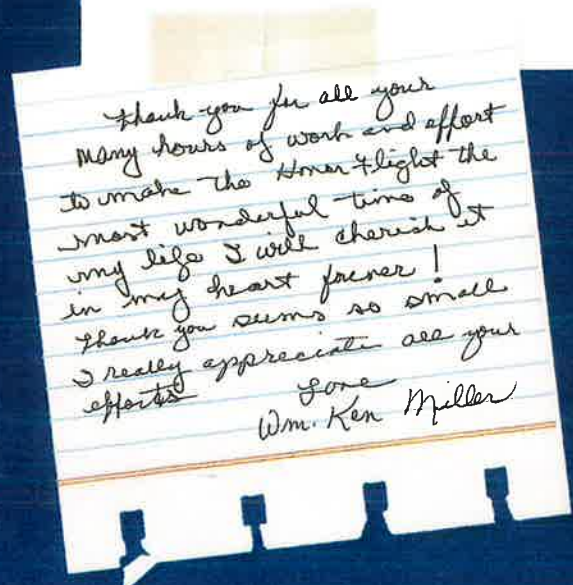
www.cvhonorflight.org to donate via PayPal or Credit Card.

2 Mail

checks payable to Fresno Regional Foundation.

Please write Central Valley Honor Flight on the memo line. You can mail donations to:

c/o Fresno Regional Foundation
5260 North Palm - Suite 122
Fresno, CA 93704



100% OF ALL DONATIONS GO TOWARD FUNDING THESE FLIGHTS!

RESOLUTION NO. 16-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADOPTING ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2016/2017

WHEREAS, Article XIII B of the California Constitution requires cities to adopt annual appropriations limits; and

WHEREAS, Government Code Section 7910 requires each local government to establish its appropriation limit by resolution each year at a regularly scheduled meeting or a noticed public meeting; and

NOW, THEREFORE, BE IT RESOLVED THAT the Appropriations Limit for the City of Firebaugh for Fiscal Year 2016/2017 is hereby set at \$9,915,081.00 as per attached Exhibit "A".

BE IT FURTHER RESOLVED THAT any challenge to said Appropriations Limit must be filed in writing with the City Manager by no later June 30, 2016. If a challenge is made, to attack, review, set aside, void or annul the action of the City Council herein, the matter shall be set for hearing before the Firebaugh City Council at its next available regular meeting. Legal challenges must be brought within 45 days after this resolution is adopted.

The foregoing resolution was duly adopted by the Firebaugh City Council adopted at a special meeting of the City Council of the City held on May 16, 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Freddy Valdez
Mayor

Rita Lozano
Deputy City Clerk

EXHIBIT “A”

ARTICLE XIII B—APPROPRIATIONS LIMIT FOR THE CITY OF FIREBAUGH FOR FISCAL YEAR 2016/2017

Appropriation Limit for Fiscal Year 2015/2016		\$ 9,374,154
Population in January 2015		8,123
Population in January 2016		8,154
Percentage change in the City:		.38%
Percentage increase in Fresno County:		1.01%
California per Capita Personal Income:		5.37%
<u>Calculation of Factor for FY 2016/2017=</u>		
Per Capita converted to a ratio:	$5.37 + 100/100 =$	1.0537
Population converted to ratio:	$.38 + 100/100 =$	1.0038
Calculation of factor for FY2016-2017	$1.0537 \times 1.0038 =$	1.0577
Appropriation Limit for Fiscal Year 2016/2017: $\\$9,374,154 \times 1.0577$		<u>\$ 9,915,081</u>



STAFF REPORT

TO: City Council
DATE: May 16, 2016
SUBJECT: Update on Las Deltas Water Project

The Las Deltas Mutual Water Company (LDMWC) has purchased water from the City since 1969. LDMWC consists of an estimated 107 service connections that are all unmetered through 88 residential and 19 commercial connections. They have historically high costs to operate and an inability to provide required maintenance to their system. In order to help our neighbors and facilitate improvements to our region, the City acted as the lead agency, to enable LDMWC to plan and replace their distribution system. The end goal was to reduce the costs to their customers and improve service, while saving the precious resource of water for our area. The problems were that representations were made, regarding LDWMC being “consolidated” with the City and no longer operating, that are not legally available options for either party.

In order to bring the LDMWC system up to the same standards as the City system the Preliminary Engineering estimates were almost \$12 million dollars. Due to the lack of funding from the state grant, a reduction in construction costs were examined and required Fresno County to agree to reduced fire flows. After discussions with the Fresno County Fire and Public Works Departments, regarding their allowance to have lower fire flow standards, to reduce the overall costs, another piece of misinformation was discovered. Namely, that when this original project proposal was suggested it was stated from the State that this was not to facilitate growth but only to bring the system up to minimal standards. This also has been proven false, because any building permit would be approved without any knowledge of the City. The County has allowed a reduction and we have been able to reduce the cost for distribution system replacement to approximately \$6 million dollars. As stated in the “fact sheet” the State and the grant administrator are confident that the additional funding needs can be met. They have pledged to replace the “HUD” tank, which is in need of repair, but is only required due to the LDMWC connection. If there were no connection, although a fruitless hypothetical, the HUD tank would not be needed by the City.

The problems with the long-term strategic analysis is that the system although if paid for by grant will have a cost to maintain and plan for future replacement that cannot be consolidated with the City customers. Current state law and in particular Proposition 218, require that a city cannot have different costs for inside and outside city limits without a lot of additional expense and work. The only solution is a separate organization from the City that would purchase water from us wholesale and then bill their customers for their use and future improvements and maintenance of their system. Whether the separate organization is the LDWMC or a new Community Service District, which the County, would govern, is the big question that LDWMC must decide. Although the referenced sheet states, “What you can do” and references the draft service agreement, there have been too many unanswered questions that has caused this project to stall.

Las Deltas Safe Drinking Water Project

Board members of the Las Deltas Mutual Water Company, “We want to make sure the residents of Las Deltas have affordable water rates and a reliable water system now and in the future.”

Project Need: Residents in Las Deltas are in dire need of a reliable water system and affordable water rates. Las Deltas residents are currently paying extremely high water rates, \$135.00¹ a month for water that is delivered through an old and deteriorating water system. The water system, which mostly relies on unhealthy asbestos pipes, struggles to maintain adequate water pressure, faces constant leaks, breaks and suffers from periodic shortages. The system also lacks water meters for residential customers and adequate residential fire flow. Las Deltas residents are served by a non-profit Mutual Water Company, which is a customer-owner corporation. Since 1969, the Mutual has been purchasing potable bulk water from the City of Firebaugh because they have no safe source in the community. The water system has approximately 107 service connections, 36 of them are single family residential and 13 are commercial.

History and Objective of the Project

In 2008, local community residents and board members of the Las Deltas Mutual Water Company reached out to the City of Firebaugh and sought their assistance in addressing its water challenges. Specifically, the community asked the City to consider pursuing full consolidation, which if implemented would allow the Las Deltas users to become direct customers of the City of Firebaugh. As direct customers of the City, the Las Deltas residents would have access to the City's water rates and maintenance staff and the Las Deltas Mutual Water Company would cease to exist.

Due to strong community ties and the already existing physical (pipe) connection between the communities, the City of Firebaugh agreed to act as the lead agency to seek funding to pursue full consolidation of the Las Deltas water system and ultimately secure funding to bring the Las Deltas Water system up to City standards². In 2013, the City of Firebaugh obtained a planning grant in the amount of \$438,000 to evaluate alternatives available to Las Deltas to address its water challenges and identify capital costs associated with each alternative.

Recommended Solution:

The *August 2014 City of Firebaugh Las Deltas Safe Drinking Water Project Engineering Report*, is recommending: 1) the replacement of the entire Las Deltas water distribution system; 2) installation of water meters; 3) replacement of the HUD tank; and 4) replacement of the existing 8-inch transmission main south of the Delta Mendota canal in order to address the Las Deltas water challenges and provide a financial incentive to the City of Firebaugh. The recommended improvements would bring the Las Deltas water system up to City standards and advance the recommendation of the City of Firebaugh's Capital Improvement Plan, which is recommending the replacement of the HUD tank.

Project Benefits: The lack of water meters and reliance on an old and crumbling water system contribute to increase groundwater pumping for the City³ and high treated water usage in Las Deltas

¹ November 2014 Las Deltas Water Rates: House/Trailer \$135.00, Office \$135.00, Shop/Business \$304.00, Metered Rate \$3.85/1000 gallons.

² 2008 Conversations with City Manager Jose Antonio Ramirez, City asked Las Deltas Mutual to pursue funding to replace their entire distribution system, install meters and cover all project costs.

³ August 2014 City of Firebaugh Las Deltas Safe Drinking Water Project Engineering Report, the unit water supplied to Las Deltas is about 50% higher than other similar Central Valley communities, may be due to water being lost due to leaks in distribution system, or a proportionately high water use by the industries in Las Deltas, and/or because of no metering.

leading to very high water rates for the low-income Las Deltas residents. If implemented, the project can provide benefits to *both* the City of Firebaugh and the City's neighbors, the Las Deltas residents. It can:

- Provide an adequate and reliable source of safe drinking water to Las Deltas residents;
- Reduce water rates to Las Deltas residents by providing access to the City's water rate structure;
- Improve fire flow in Las Deltas;
- Increase the City's economies of scale and revenue by increasing the number of customers paying for O&M and into the City's water reserve;
- Promote water conservation;
- Reduce the quantity of treated water needed to serve the residents of Las Deltas and reduce groundwater pumping of City wells; and
- Pave the way for additional grant funding to the City of Firebaugh to make necessary improvements, e.g. replacement of old and unsafe HUD storage tank⁴, improvements to the 8 inch main⁵ that supplies water to Tomatek Inc. and four residential customers along the transmission line.

Project Costs:

Planning: The City of Firebaugh obtained a Safe Drinking Water State Revolving Fund through the State Water Resources Control Board Division of Drinking Water in the amount of \$438,000 to conduct planning.

Construction: Funding for implementation of the recommended solution can be sought and obtained by the City of Firebaugh. The estimated *total* construction cost is approximately \$6.2 Million.

- Approximately \$3.6 million construction for Las Deltas tank, booster pump station and distribution pipeline.
- Approximately \$2.7 million construction costs for Meters, HUD tank and Transmission Main

It is anticipated the majority of the project costs will be covered by grants. Grant funding has already been obligated to cover the costs of replacing the entire Las Deltas water distribution system and water meters. If necessary, the remainder costs can be covered by other grants or zero or low interest loans.

What you can do:

Partner with your Las Deltas neighbors and support the recommended solution! You can support the recommended solution by:

- Reviewing and approving the service agreement, which will outline all agreements between Las Deltas Water Mutual Company and the City of Firebaugh. The Service Agreement is currently in draft form and can be provided.
- Continuing to act as lead agency and pursue construction funding.

Project Partners:

Las Deltas Mutual Water Company – Tim Ward (559) 269-2750

City of Firebaugh – Ken McDonald – (559) 659-5907

State Water Resources Control Board Division of Drinking Water – Betsy Lichti (559) 447-3485

Self-Help Enterprises – Sue Ruiz (559) 802-1687 or Maria Herrera (559) 802-1676

⁴ The City of Firebaugh's Capital Improvement Plan, 750,000 gallon tank would be the most beneficial to the City of Firebaugh.

⁵ August 2014 City of Firebaugh Las Deltas Safe Drinking Water Project Engineering Report, 8-inch main was constructed in 1960s and needs to be replaced.



STAFF REPORT

TO: City Council
DATE: 6/16/14
SUBJECT: Drought plan and Maldonado Splash Park Watering

RECOMMENDATION:

To the City Council, is to continue with the current City enacted drought level from our Drought Response Plan. I also continue to recommend that we enforce the watering schedule and that we do not turn on the splash park at the Maldonado until further improvements in our water supply.

GOVERNOR UPDATE:

The following is a summary of the executive order issued by the Governor on May 9, 2016.

Governor Edmund G. Brown Jr. issued an executive order that builds on temporary statewide emergency water restrictions to establish longer-term water conservation measures, including permanent monthly water use reporting, new permanent water use standards in California communities and bans on clearly wasteful practices such as hosing off sidewalks, driveways and other hardscapes. Between June 2015 and March 2016, Californians reduced water use by 23.9 percent compared with the same months in 2013 – saving enough water to provide 6.5 million Californians with water for one year. Governor Brown said, “We know that drought is becoming a regular occurrence and water conservation must be a part of our everyday life.” Fifty-eight percent of California remains under exceptional drought conditions, according to the U.S. Drought Monitor. Almost 82 percent of the state is under either extreme or exceptional drought conditions.

While the severity of the drought has lessened in some parts of California after winter rains and snow, the current drought is not over. For the fifth consecutive year, dry conditions persist in many areas of the state, with limited drinking water supplies in some communities, diminished water for agricultural production and environmental habitat, and severely depleted groundwater basins.

The executive order calls for long-term improvements to local drought preparation across the state, and directs the State Water Resources Control Board to develop proposed emergency water restrictions for 2017 if the drought persists. Fines up to \$10,000/day could be imposed on water agencies that do not comply with state water regulations and will continue to be in effect until next year, according to the state board.

CITY UPDATE:

Tony's been evaluating Site #2 well production and well #11 and #12 **have fallen** to 500-600 gpm, Well #17 is still producing 900 gpm, but staff has noticed it is working harder to maintain that 900 gpm (meaning the pumping level may have dropped. The Static ground water level according to well #17 monitoring transducer has stayed about the same. Treatment Site #1 well **production has been falling** over the last few years. The Arsenic in Well #15 has been rising to alarming levels most likely due to the falling pumping levels. The higher Arsenic levels may be a problem for the City maintaining compliance with the Arsenic rule. The farmer nearby which may have had an effect on our municipal wells because they have drilled two new wells.

Treatment Site #2

Well #11 – 600 gpm	2013 – 900 gpm
Well #12 – 550 gpm	2013 – 750 gpm
Well #17 – 900 gpm	2013 – N/A

Treatment Site #1

Well #13 – 850 gpm	2013 – 1000 gpm
Well #15 – 900 gpm	2013 – 1250 gpm
Well #16 – 900 gpm	2013 – 1250 gpm

Since April of 2013 to current

Well # 13 has lost 44 ft. of pumping level
Well #15 has lost 31 ft. of pumping level (Arsenic levels have reached as high as 40ppb)
Well #16 has lost 38 ft. of pumping level

DISCUSSION/ALTERNATIVES:

Due to the uncertain nature of our water supply, it is strongly recommend that we continue enacting our drought plan and close Maldonado Splash Park until the drought has ended. If Council desires to modify the previous action and recommendation in this report, please make a specific motion to direct operations at the Splash Park as Council wishes.



STAFF REPORT

TO: City Council
DATE: May 16, 2016
SUBJECT: Development Impact Fees and Use of Funds

HISTORY:

The council has discussed the fact that our last impact fee study was completed in 2004, and has allowed modifications or waivers to the current impact fees. As such, the council had approved a Request for Proposal (RFP) to be issued to solicit competent consultants to assist in this endeavor. We received two proposals and felt that DTA has the relevant experience and good recommendation to accomplish this task.

PURPOSE:

Development impact fees are established and implemented based upon the knowledge that, as growth within the City occurs and more vacant land is developed, there will be increased demands on public works infrastructure and, public safety facilities. These fees insure that new developments pay their fair share of the increased demands upon City facilities and infrastructure.

State law AB1600 requires all cities to justify and provide sound reasons for establishing any development impact fees for new development. These fees shall be solely used to pay (1) for public improvements constructed by the City; (2) for reimbursing the City for the development's fair share of those capital improvements already constructed by the City; or (3) to reimburse developers who have constructed public facilities, where those facilities have supplemental size, length, or capacity or were beyond that needed to mitigate the impacts of that developer's project or projects. The facilities and improvements for which the fees may be used are described as follows:

Water Impact Fees:

1. The acquisition of sites for water supply and/or treatment systems.
2. The acquisition of easements for the purpose of constructing and maintaining pipelines.
3. The drilling and monitoring of test wells.
4. The drilling, developing and monitoring of production wells.
5. The construction of pumps and pumping systems.
6. The construction of water treatment systems.
7. The construction of required facilities on sites for water supply systems.
8. The construction of water distribution pipelines as needed.
9. The construction and/or installation of special equipment such as booster pumps or intermittent tanks etc.
10. The construction of water storage facilities.
11. All costs of professional services related to the above.

Sewer Impact Fees:

1. Alterations, enlargement or reconstruction of the Wastewater Treatment Plant site and facilities.
2. Construction of sewer mains and trunk lines in excess of eight inches in diameter as needed to serve areas beyond a developer's responsibility.
3. Construction of sewage lift stations as needed to pump sewage into the existing system.
4. All costs of professional services related to the above.

Storm Drain Fees:

1. The acquisition of land to be used as storm water retention basins.
2. The fencing and landscaping of storm water retention basins.
3. Costs related to testing areas for potential use as flood control basins.
4. The construction of structures such as inlet or outlet structures or pumping stations related to the storm drain/flood control system.
5. The construction of pipelines and related facilities in the storm drain/flood control system.
6. All costs of professional services for the above named facilities.

Traffic Facility Fees:

1. Construction of major and minor arterial streets.
2. Construction of major and minor collector streets.
3. Construction and/or reconstruction of bridges.
4. Construction and/or reconstruction of traffic signals.
5. Construction and/or reconstruction of railroad crossings.
6. All costs of professional services related to the above.

Park and Recreation Fees:

1. The acquisition of sites for public parks.
2. The construction of landscape irrigation and landscape improvements.
3. The construction of athletic field improvements.
4. The construction of playground facilities and equipment.
5. All costs of professional services for the above named facilities.

Administrative/Public Safety Facilities Fees:

1. The construction of Fire Department building expansion.
2. The construction of Police Department building expansion.
3. The construction of required facilities as needed to serve General Administrative Services.
4. All costs of professional services related to the above.

FISCAL IMPACT

DTA has proposed a not to exceed cost of \$38,500 and the city has enter in to a contract for services.

REAL PROPERTY LEASE

This Real Property Lease Agreement ("Lease") is made and entered into May __, 2016 ("Lease Date") between the City of Firebaugh ("City" or "Lessor") and Los Promotores, a non-profit organization ("Lessee"), pursuant to the following recitals, which are a substantive part of this agreement:

RECITALS

A. City owns undeveloped real property located at the coordinates of APN 008-020-10T along the San Joaquin River in the City of Firebaugh, as more particularly described and depicted in **Exhibit A** ("Property").

B. Lessee wishes to lease the Property from the City in order to use it as a Community Garden for the residents of the City of Firebaugh.

C. City and Lessee desire to enter into a lease allowing Lessee to use the Property in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, City and Lessee agree as follows:

AGREEMENT

1. Lease of Property and Term. City hereby leases to Lessee the Property for a term commencing on the Lease date and ending on May __, 2026. Any hold over term shall be on a month-to-month basis. Irrespective of the above, the City may terminate this Lease without cause upon sixty (60) days written notice. If the City terminates this Lease without cause after Lessee has paid the annual rent, Lessee will be refunded \$0.27 per day (\$100.00 annual rent/365 days) for each remaining day of that lease year. Lessee will not be entitled to any other compensation or reimbursement as the result of the City terminating this Lease with without cause.

2. Property Leased AS IS. The Property is leased to Lessee, and Lessee accepts the Property, in its existing "AS IS" condition on the date of this Lease. Lessee also accepts the Property subject to all existing easements, licenses, and any other recorded or unrecorded encumbrance. City shall not be required to make or construct any alteration including structural changes, additions or improvements to the Property and shall have no maintenance or repair obligations with respect to the Property. Lessee acknowledges that neither City, nor any officer, employee or agent of City has made any representation or warranty with respect to the condition of the Property, the suitability of the Property for the intended use by Lessee, or compliance of the Property with the Americans with Disabilities Act of 1990 (or any accessibility guidelines or other regulations promulgated thereunder), California Disabled Persons Act and the California Building Code. Any agreements, warranties or representations not expressly contained in this Lease shall in no way bind City, and Lessee expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Lease.

3. Rent. As consideration for the use and occupancy of the Property, Lessee shall pay rent to City as follows:

a. Annual Rent. Upon execution of this Lease, Lessee shall pay to City an annual rent in the amount of One Hundred Dollars (\$100.00). Rent shall be due and payable annually to City, without deduction, setoff, prior notice, or demand, on the anniversary date of the Lease Date during the term of this Agreement. City may increase the annual rent by giving Lessee at least sixty (60) days prior written notice before the next rent payment is due.

///

b. Delivery. All rent shall be paid by Lessee and be personally delivered or mailed to the City at 133 P Street, Firebaugh, California 93622 or any other place or places that City may designate by written notice to Lessee.

c. Interest. Any rent not received by the due date shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

4. Taxes, Assessments, and Fees.

a. Possessory Interest Tax and Assessments. Lessee acknowledges that, pursuant to California Revenue and Taxation Code section 107.6, Lessee's possessory interest in the Property created by this Lease may be subject to property taxation. Lessee shall be solely responsible for any property taxes arising out of Lessee's possessory interest in the Property. Lessee shall pay before delinquency any and all possessory interest taxes and assessments levied against it. On demand by City, Lessee shall furnish City with satisfactory evidence of these payments.

b. Personal Property Tax. Lessee shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Lessee's personal property installed or located in or on the Property, and that become payable during the term of this Lease. On demand by City, Lessee shall furnish City with satisfactory evidence of these payments.

c. Business License Fee. Lessee shall pay before delinquency any and all business license fees that are levied and assessed against the Lessee, and that become payable during the term of this Lease. Lessee's failure to pay any applicable business license fee to City shall constitute a default under this Lease.

5. Use of Property.

a. Purpose. The Property shall be used by Lessee solely and exclusively for operation of a community garden, the precise permissible uses are designated within **Exhibit B**. No other uses shall be permitted on the Property.

b. No Alterations or Improvements. No alterations or improvements shall be made to the Property without the advance and express written consent of City, and upon such terms and conditions as City may require.

c. Removal. Upon termination of this Lease, unless otherwise agreed, Lessee shall remove Lessee owned structures and/or improvements and restore the Property to substantially the same condition at the time Lessee took possession of the Property, regardless of whether possession occurred prior to or after execution of the Lease, ordinary wear and tear accepted. Upon the failure of Lessee to remove from the Property Lessee owned property, the property shall, at the option of City, become the sole property of City; or if City so elects, City may remove from the Property any property owned by Lessee and restore the Property to substantially the same condition in which they existed at the time Lessee took possession of the Property, all at the expense of Lessee.

d. Compliance with Laws. Lessee shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities (including the City of Firebaugh), relating to Lessee's use and occupancy of the Property, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. Lessee shall not use the Property or permit the Property, or any portion thereof, to be improved, developed, used or occupied in any manner that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county, or local government. Lessee shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, California

Disabled Persons Act and the California Building Code.

e. License. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Property, Lessee shall procure and maintain it throughout the term of this Lease.

f. Waste and Nuisance. Lessee shall not use the Property, or allow the Property to be used, in any manner that will constitute a waste, nuisance, or unreasonable annoyance to the neighborhood adjacent to the Property. The Property shall not be used for displaying signs and notices other than those connected with the Restaurant. Such notices and signs shall be neat and properly maintained, and shall be in compliance with all applicable laws, ordinances, and regulations.

g. Maintenance. Lessee, at its sole cost and expense, shall at all times during the term of this Lease keep and maintain the Property in good order and condition, and free from rubbish, all satisfactory to City. All maintenance and repair is the responsibility of Lessee and Lessee waives any provision of law that may require any duty of repair by City or permit Lessee to make repairs at the expense of City.

6. Utilities. Lessee shall make all arrangements for and pay for any applicable utilities and services furnished to or used by Lessee, including but not limited to water and electric services.

7. Indemnification. Lessee hereby releases and shall indemnify, hold harmless and defend City and its officials, officers, employees, agents and volunteers from and against all liability, claims, suits, damages, losses, costs and expenses, including reasonable attorneys fees, incurred in connection with or arising out of: (1) the use, occupation or control of the Property by Lessee, its agents, employees, invitees, lessees, sub-lessees, or volunteers; (2) any breach of Lessee's performance obligations under this Lease; (3) any acts, omissions or negligence of Lessee or any person or entity claiming through or under Lessee, or Lessee's agents, employees, contractors, invitees or visitors; or (4) any claim arising under the Americans With Disabilities Act of 1990, California Disabled Persons Act and/or similar laws. The provisions of this section shall survive the expiration or termination of this Lease.

8. Insurance Requirements. Lessee, at its sole cost and expense, shall procure and maintain, for the duration of this Lease, insurance against claims for injuries to persons and for damage to property that may arise from or in connection with the use, occupation or control of the Property by Lessee or its agents, employees, invitees, lessees, or volunteers. The cost of such insurance shall be borne by Lessee.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
2. Property Insurance against all risk of loss to any Lessee property, improvements and betterments.

b. Minimum Limits of Insurance. Lessee shall maintain limits no less than:

1. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage.
2. Workers' Compensation coverage as required by State of California statutory limits.
3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
4. Property Insurance: Full replacement cost with no coinsurance penalty provision.

c. Deductibles. City hereby approves any deductibles in the amount of \$1,500.00 or less for any policy required by this Lease. Any deductibles in excess of \$1,500.00 must be declared to and approved by City. Lessee represents that it has the financial ability to satisfy the deductible requirements under any policy required by this Lease.

- d. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:
1. City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Property owned, occupied or used by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, or volunteers.
 2. Lessee's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, or volunteers shall be in excess of Lessee's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.
 4. Coverage shall state that Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

- e. Acceptability of Insurers. The insurance described in this section is to be placed with an insurer or insurers licensed to do business in California, admitted by the California Insurance Commissioner, and which have a current A.M. Best's rating of not less than "A-".

9. Liens and Claims. Lessee shall fully pay for all materials joined or affixed to the Property and pay in full all persons who perform labor thereupon. Lessee shall not suffer any mechanics' or materialmen's liens of any kind to be enforced against the Property for any work done or materials furnished at Lessee's request. If any such liens are filed thereon, Lessee shall remove the same at Lessee's own expense, and shall pay any judgment which may be entered thereon or thereunder. Should Lessee fail, neglect, or refuse so to do, City shall have the right to pay any amount required to release any such liens, or to defend any action brought thereon, and to pay any judgment entered therein; and Lessee shall be liable to City for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or any judgment obtained therefor. City may post and maintain upon the Property notices of nonresponsibility as provided by law.

10. Environmental Warranties. Lessee warrants and represents that it will not use, generate, manufacture, produce, store, or dispose of, on, under, or about Property, or transport to or from the Property, any Hazardous Materials except those uses incidental to the installation and maintenance of any approved improvements on the Property and in accordance with all applicable laws and regulations. The term "Hazardous Materials" when used in this Lease shall mean any hazardous waste, hazardous substance, hazardous materials or toxic substances as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Property, and any substance defined as "hazardous waste" in Health and Safety Code section 25117 or as a "hazardous substance" in Health and Safety Code section 25316, and in the regulations adopted and publications promulgated under these laws. "Hazardous Materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation. Lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of City.

Lessee shall not permit to be piled or stored upon the Property any Hazardous Materials, gun powder, dynamite, gasoline, or explosive substance or material. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to Lessee's use and occupancy thereof, Lessee, at its expense, shall be obligated to clean the Property to the satisfaction of City and any governmental body having jurisdiction thereover.

Lessee agrees to indemnify, defend and hold harmless City against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs and attorneys' fees) incurred by City as a result of Lessee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the lease term, unless such liability, cost or expense is proximately caused solely by the active negligence of City.

11. Leasehold Encumbrances. Lessee shall not encumber by deed of trust, mortgage or other security instrument, all or a part of Lessee's interest under this Lease without the advance and express written consent of City, and upon such terms and conditions as City may require.

12. Successors: Assignment and Subletting. This Lease shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto, but shall not be assigned or subleased by Lessee without the prior written consent of City, which consent may be given or withheld in City's sole and absolute discretion.

13. Reservations. City reserves for itself and those to whom it grants such right, the right to construct, maintain and operate any existing and new or additional pipes, communication (including, but not limited to, fiber optic) and power transmission facilities upon, over, and beneath the Property, so long as the exercise of such right does not unreasonably interfere with Lessee's rights under this Lease.

City reserves the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Property, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon the Property within five hundred feet (500') of the surface thereof to extricate or remove the same.

14. Eminent Domain. In the event of the taking or condemnation of all or any part of the Property, Lessee may receive compensation only for any taking of or damage to Lessee-owned improvements. Any compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to City.

15. Default.

a. Lessee's Default. The occurrence of any of the following shall constitute a default by Lessee: (1) failure to pay rent, insurance premiums or taxes, or any other sums due hereunder as a result of Lessee's use of the Property within five (5) days of the due date; (2) abandonment of the Property; and (3) failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after notice has been served upon Lessee.

b. Notice of Default. Notices given under this section shall specify the alleged default and the applicable lease provisions and shall demand that Lessee cure the default within ten (10) days, or quit the Property.

c. Termination. City may terminate this Lease immediately upon written notice to Lessee if

Lessee defaults on any obligation under this Lease and fails to cure such default within ten (10) days after written notice from City of such default. In the event of termination, City may regain possession of the Property in the manner provided by the laws of unlawful detainer of the State of California in effect at the date of such default. At City's option, if Lessee has breached this Lease and/or abandoned the Property, this Lease shall continue in effect for so long as City does not terminate Lessee's right to possession, and City may enforce all rights and remedies under this Lease, including the right to recover the rent as it becomes due. Further, City shall be entitled to recover from Lessee damages and to exercise such other rights and remedies as provided to City under the laws of the State of California.

d. Right to Cure at Lessee's Expense. City, at any time after Lessee commits a default, can cure the default at Lessee's cost. If City, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by City shall be due immediately from Lessee to City upon City's written demand for payment to Lessee, and if paid at a later date, shall bear interest at the rate of ten percent (10%) per annum from the date the written demand for payment is sent by City until City is reimbursed by Lessee. The sum, together with interest on it, shall be additional rent.

16. Waiver. No delay or omission in the exercise of any right or remedy of City on any default by Lessee shall impair such right or remedy or be construed as a waiver. City's consent to or approval of any act by Lessee requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act by Lessee. Any waiver by City of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

17. Entry and Inspection of Property. City and its authorized representatives shall have the right to enter and inspect the Property at all reasonable times to determine whether the Property is in good condition and whether Lessee is complying with its obligations under this Lease.

18. Relationship of Parties. City is not, nor shall it become or be deemed to be, a partner or a joint venturer with Lessee by reason of the provisions of this Lease nor shall this Lease be construed to authorize either party to act as the agent for the other.

19. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid registered mail at the address of such party as provided below, or to any such address as such party shall notify the other in writing. Notice shall be deemed communicated when received if personally served or three (3) days after mailing if mailed.

20. Effect of Termination of Lease. Termination or expiration of this Lease shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the terms of this Lease it is provided that anything shall or may be done after termination or expiration hereof.

21. Amendments. This Lease shall not be modified or amended in any way except in writing signed by the parties hereto.

22. Time and Specific Performance. Time and specific performance are of the essence for each provision of this Lease.

23. Interpretation. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

24. Entire Agreement. This Lease contains all the agreements of the parties concerning the subject matter of it and cannot be amended or modified except by a subsequent written agreement.

25. Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

26. Construction. Headings at the beginnings of sections or subsections are solely for the convenience of the parties and are not a part of nor should they be used to interpret this Lease. The singular form shall include the plural, and vice-versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease. All exhibits referred to in this Lease are attached to it and incorporated in it by this reference.

27. Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Lease, the party prevailing in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

28. Voluntary Agreement; Authority to Execute. Lessee and City each represent that they have read this Lease in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Lease 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 Lease. The signatories to this Lease represent that they have the proper authority to execute this Lease on behalf of the respective party.

29. Recording of Lease. Upon request of either party, the other party shall join in the execution of a memorandum or short form of this Lease for recording purposes. The memorandum or short form of Lease shall incorporate this Lease by reference and shall describe the parties hereto, the Property, and the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the Lease Date.

LESSEE

CITY OF FIREBAUGH

By: _____
[Name] _____
[Title] _____

By: _____
Ben Gallegos
City Manager

Send notices to:

Send notices to:

By: _____
[Name] _____
[Title] _____

City Manager
City of Firebaugh
1133 P Street
Firebaugh, California 93622

EXHIBIT A