

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No.15/04-06

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

Date/Time: April 6, 2015/6:00 p.m.

CALL TO ORDER

ROLL CALL

Mayor Craig Knight
Mayor Pro Tem Freddy Valdez
Council Member Brady Jenkins
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

PRESENTATION

- **PROCLAMATION:** In Support of California Safe Digging Month

PUBLIC COMMENT

Per municipal code Ord. 2-2.1 "No business shall be brought before the city council without having first been referred to the city manager for scheduling on the council agenda." At this time any member of the public may address the Council on items of interest to the public that are within the jurisdiction of the City Council, which are not already on the agenda this evening. You will be permitted a single visit to the podium to state your comments & concerns. Please be brief, to the point, and limit your comments to three (3) minutes. No action or discussion shall be taken on any item not appearing on the agenda, except that Council members may briefly respond to statements made, or questions posed, by members of the public, if they so desire. Concerns, questions, or complaints will be referred to the City Manager's office.

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 March 16, 2015.**

NEW BUSINESS

2. **RESOLUTION NO. 15-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING ACCEPTANCE OF THE 16TH STREET, O STREET, AND Q STREET REHABILITATION FEDERAL PROJECT NO. STPL-5224(020), AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO RELEASE PAYMENT AND PERFORMANCE BONDS AND TO MAKE FINAL PAYMENT OF RETENTION MONIES TO DON BERRY CONSTRUCTION, INC.**

Recommended Action: Council receives public comment & approves Res. No. 15-08.

3. **PROPOSAL TO FUND A HISTORY/WELCOME CENTER AT 1468 11TH STREET.**

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

4. **UPDATE ON BUDGET SCHEDULE DATES AND CITY GRANTS.**

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

SUCCESSOR AGENCY MATTERS

5. **RESOLUTION NO. 15-09 - A RESOLUTION OF THE SUCCESSOR AGENCY TO CITY OF FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE CONTRACT FOR EXCLUSIVE RIGHT TO REPRESENT OWNER FOR SALE OF REAL PROPERTY FOR DISPOSITION OF SUCCESSOR AGENCY PROPERTIES.**

Recommended Action: Successor Agency receives public comments and approves.

CLOSED SESSION

6. **GOVERNMENT CODE SECTION 54956.9**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9

One Case: Letter Dated March 16, 2015 Regarding Purchase and Sale of Real Properties Located at 1284 and 1320 “N” Street in the City of Firebaugh

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9 (Deciding Whether to Initiate Litigation): - One Case

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, April 2, 2015 at 5:00 p.m. by Rita Lozano, Deputy City Clerk.

PROCLAMATION
IN SUPPORT OF
CALIFORNIA SAFE DIGGING MONTH

WHEREAS, the 811 "Call Before You Dig" program is a vital public education and awareness program that will help keep California and the City of Firebaugh safe, and education is the key to promoting safe digging practices; and

WHEREAS, excavators, homeowners, and professional contractors can save time and money while making California's communities a safer place to live and work by dialing 811 in advance of all digging projects; and

WHEREAS, utility lines are often buried only a few inches underground, making them easy to strike and cause damage and harm even during shallow excavation projects; and

WHEREAS, more than 170,000 underground utility lines are struck each year in the United States and approximately 33 percent of all digging damages in the United States result from not calling 811 before digging resulting in unintentional damage; and

WHEREAS, undesired consequences, such as service interruptions, outages, damage to public and private infrastructure and property, damage to the environment, personal injury, and death, are risked by failing to call 811 before digging; and

WHEREAS, California public agencies should enforce California Government Code 4216 regarding safe excavation practices, permitting and civil penalties;

NOW THEREFORE BE IT RESOLVED, the CITY OF FIREBAUGH proclaims April 2015 as California Safe Digging Month in the City of Firebaugh and encourages all excavators, homeowners, and professional contractors to call 811 in advance of all digging projects.

April 6, 2015

Craig Knight
Mayor of the City of Firebaugh

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 14/03-16

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: March 16, 2015/6:00 p.m.

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

ROLL CALL ***PRESENT:*** Mayor Craig Knight
Mayor Pro Tem Freddy Valdez
Council Member Brady Jenkins
Council Member Felipe Perez
ABSENT: Council Member Marcia Sablan

OTHERS: City Attorney Gary Bell; City Manager, Kenneth McDonald; Interim Police Chief Sal Raygoza; Finance Director, Pio Martin; Public Works Director, Ben Gallegos; Deputy City Clerk, Rita Lozano; Fire Chief John Borboa; City Engineer Mario Gouveia, Rainbow Orellana and others.

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

PUBLIC COMMENT:

John Baltierra submitted a letter proposing a History/Welcome Center for the City of Firebaugh at the building next to the aka Old Pizza Factory on 11th Street (old Public Works Director's office). It is currently vacant, the cost the city would occur is only utilities, and he would like to work from there through volunteers that will operate it. To celebrate the history.

Joe Rodriguez, "This is not about me, let me start with this. The subject that I am about to bring up has nothing to do with me, but I am very disappointed with Council on how the procedures are going on for the Police Chief. This is good oh boy politics, again, I've seen it over the years and it's still going on. The person that you put in charge, Mr. Raygoza, I know him because I worked with him. You guys would say he is a good person and he is, but in the working area of the criminal justice system, he's not very well trained in that area. So that is why I am going to bring certain examples and I can't say examples because people are treated in a way where they are targeted. If though this is a small city, I don't want it to see it turn in to a hidden dark area of Fergusson. An example: six months after I left the police department I had approximately eight reports filed against me and my family, with his wife involved. Filed citizens' complaints, detectives were put on, investigated, some things were found to be not proper/unethical, and then there was an attempt to get a restraining order on us, I have paperwork, if no one believes it. The judge puts a stay away order not just on myself and my family, we didn't say a thing. I'm saying it is an ongoing patter, I seen it as a police officer, I seen it when I left and I'm sure it continues, because I have people knocking on my door telling me and I tell them the proper procedure. The wrong person has been put in that position and the reason I am saying that is because approximately 12 people applied, filtered through only a couple of people, one person in charge, "City Manager, this is coming from some you guys in the community, that he's just there as a puppet, that's quotes. I know who's in charge and I know what they are trying to do but he is the wrong person, he is not qualified for the position. Like I said I applied for it but it is not about me. I'll take my application out but we need someone that is qualified, that knows the laws. There are two things missing: leadership and training. We need someone to start leading this men. It's not our officers, it starts from the top. They are not doing anything wrong, just working and doing what they believe is the law. It's going to be a real liability and I guarantee if something happens, I'll come back up here and say I told you so."

Rainbow Orellana, "I would like to make comment. I don't think that it's been said enough. I would like to express my gratitude and appreciation to our local Police Department and Fire Department, despite political opinions I just want to say thank you to our police officers out there. I don't thing that it is emphasized enough, I know you just hear a lot of complaints but I wanted to say thank you.

CONSENT CALENDAR

1. **APPROVAL OF MINUTES – The City Council meeting on March 2, 2015.**
2. **WARRANT REGISTER – Period starting February 1, and ending on February 28, 2015.**

February, 2015	General Warrants	#31646 - #31784	\$ 546,145.76
	Payroll Warrants	#65190 - #65291	\$ 236,368.28
TOTAL			\$ 782,514.04

Council Member Jenkins inquired about check # 31678 – Valley Network Solutions on if staff is still having issues. Finance Director and City Manager replied that there are still some issues since the software was so outdated and it takes the company a while to correct. Have had some headaches and hassles but believes we got a very cheap price since other may spend that just to replace the server.

Motion to approve consent calendar by Council Member Jenkins, seconded by Council Member Valdez; motion passes by 4-0 vote.

PUBLIC HEARING

3. **RESOLUTION NO. 15-07 - A RESOLUTION APPROVING A 2015 APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

Community Development Block Grant aka CDBG grants come from Federal Government pass to HUD pass down to CDBG and they in turn make a NOFA process. In the past the City has been very successful in applying for funds. It is a 100% grants funds, no loan attached, attached are 3 activities that the city can apply for, the max a city can apply for is up to \$2 million in funding. The City last applied in 2012, CDBG requires the applicant to spend at least 50% of what they were previously awarded before you can apply again.

APPLICATION FUNDING:

Water Line Improvements	\$1,207,700
Senior Center Rehabilitation	\$692,300
Code Enforcement	\$100,000
Total	\$2,000,000 (maximum allowed)

Public Hearing open at 6:26 p.m. – Comments given: John Baltierra, in the 2012 grant, funding was received for Code Enforcement what was the amount for that? Paul Ashby, replied approximately a few hundred thousand but it was cut back because the city didn't have the staff to spend enough so it was cut back and transferred to the Well project that was over budget. Mr. Baltierra asked so if the City doesn't have a Code Enforcement personnel, was some of the funding used for salaries? Staff replied, "Yes, for an Officer the city was using to address code enforcement duties, correct." John suggested the city could have used the funding to hire a person full-time for just code enforcement, not an officer. Mayor responded, "We could have but we may have lost another police officer." City Manager added, "Because general fund cost savings when you don't have to pay another Police Officer out of the general fund." Baltierra recommended, if the city is going to apply for funding of a code enforcement, than one should be hired, not to fund a Police Officer because Code Enforcement is important. Staff informed that the funding must be spent in a certain time and the funding was used for the well project. The more you spend on additional personnel, the more it hurts the general fund, which the city still hasn't paid off the debt to the utility fund still owes the general fund, so any additional expenses from the general fund goes further or the repayment can't be made and there is possibilities for creating any reserves. Mr. Baltierra stated, "I don't understand, if the city received a grant in the amount of \$200,000 for a code enforcement person, why couldn't city hire one?" City Manager replied, "Because the drilling of the water Well project cost much more than expected and the city saved the water utility by being able to transfer the code enforcement funding that wasn't being used for the code enforcement activities that are still being addressed just didn't have the length of time to spend, that was initially estimated in 2012. So the all the projects from the 2012 application will be completed at the same time and if the city is awarded we be able to resume it again; but it wasn't a planning to hire somebody as a part-time code enforcement person, it was a way to supplement a police officer's other duties and have a become a savings to general fund, which addresses both issues.

Council Member Valdez stated, "He didn't think the city got quality for amount of money, regarding code enforcement." City Manager notified, "If the city starts getting aggressive in code enforcement, the council needs to be prepared for a lot of unhappy property owners that aren't maintaining and doing the things that they're supposed to." Mr. Baltierra stated that the City Manager was proving his point, residents are going to say why now, if they never did it before. The Mayor informed that there has been conversation with the City of Mendota to share an employee to work for both cities to save money. Brad Borboa said, "So what you are saying is basically the money was actually needed more as a priority in another aspect of the city which was the water well over expending it on a code enforcement officer at the time." The mayor confirmed that was correct. Brad Borboa added, "I can live without another Police Officer but I can live without water." Paul Ashby did advice that the grant is ongoing until September and Code enforcement hasn't stopped and is continuing; if the city gets awarded it will be able to continue. - **Public Hearing closed at 6:43 p.m.**

Motion to approve Res No 15-07 by Council Member Jenkins, seconded by Council Member Valdez; motion passes by 4-0 vote.

NEW BUSINESS

4. AUDITOR REQUEST FOR PROPOSALS (RFP) SELECTION.

Motion to approve and award contract to Donald Reynolds in amount of \$88,500 for 3 year contract by Council Member Valdez, seconded by Council Member Perez; motion passes by 3-1 vote, Jenkins - no.

5. RODEO GROUNDS RENTAL UPDATE.

Informational Item only.

SUCCESSOR AGENCY MATTERS

6. DISPOSITION OF THE "N" STREET PROPERTIES UPDATE.

Motion to move forward with commercial realtor by Council Member Valdez, seconded by Council Member Jenkins; motion passes by 3-1 vote, Perez - no.

STAFF REPORTS

- **Sal Raygoza**- Reported on an incident at the United Security Bank, an individual with mental health issue entered the bank and demanded money, the cops were called and obtained the individual. The incident was recorded through the dash cam of the officer's car.
- **Ben Gallegos** – Reported a delay on the alley project at 9th Street, contractors hit a PG&E line, so that issue has to be corrected before the project can move forward.
- **Pio Martin** – Preparing the budget, will provide the budget scheduled dates for review at the next meeting.
- **John Borboa** - On March 21st & 22nd of next week, nine volunteer fire department members will be attending a training in Chowchilla via a propane generated mobile unit, along with several others agency members.

CLOSED SESSION

ADJOURNMENT - Motion to adjourn by Council Member Jenkins, seconded by Council Member Valdez; motion passes by 4-0 vote at 7:41 p.m.

STAFF REPORT

AGENDA ITEM: RECOMMENDATION TO ACCEPT COMPLETION OF THE 16TH STREET, O STREET, AND Q STREET REHABILITATION FEDERAL PROJECT NO. STPL-5224(020), RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY

MEETING DATE: April 6, 2015

PREPARED BY: Mario Gouveia, City Engineer

REVIEWED BY: Kenneth McDonald, City Manager

RECOMMENDATION:

1. Accept the work as complete.
2. Authorize the City Clerk to record a Notice of Completion with Fresno County.
3. Authorize the City Manager to release Payment and Performance Bonds and to make final payment of retention monies to Don Berry Construction, Inc. following the expiration of 35 days from the date of recordation of the Notice of Completion.

BACKGROUND:

The City of Firebaugh advertised the 16th Street, O Street, and Q Street Rehabilitation Project on October 15, 2014 and received a total of four bids for this project. Don Berry Construction, Inc. submitted the lowest responsible bid and was awarded a contract for \$350,794.00 with an additional construction contingency of \$24,070.15.

DISCUSSION:

The project's construction phase started in December 2014 and the major work consisted of pulverizing and reconstructing approximately 125,800 square feet of asphalt concrete pavement, constructing 1,520 linear feet of curb and gutter, constructing 2 alley approaches, driveway transitions, constructing a valley gutter, constructing storm drain improvements, and applying thermoplastic striping and markings on 16th Street, O Street, and Q Street in the City of Firebaugh.

The Contractor completed all work within the time required by the Contract Documents. Change Order No. 1 in the amount of \$1,100.00 was issued to remove the remaining portion of a driveway approach on 16th Street. Change Order No. 2 in the amount of \$22,445.50 was issued to remove and replace additional concrete on O Street. Change Order No. 3 in the amount of \$5,308.45 was issued to remove a 12" section of existing wet subgrade on Q Street. Balancing Change Order No. 4 in the amount of \$(6,637.71) was issued to adjust the original estimated bid quantities to agree with the final quantities actually measured during construction.

PROJECT COST SUMMARY

Contract Amount	\$ 350,794.00	
Contingency Budget	\$ 24,070.15	
Total Construction Budget	\$ 374,864.15	\$ 374,864.15
Contract Amount	\$ 350,794.00	
Change Orders	\$ 22,216.24	
Actual Construction Cost	\$ 373,010.24	\$ 373,010.24
Project Under Budget		\$ 1,853.91

Final inspection has been performed and the work has been found to be in compliance with the plans and specifications. Therefore, the work should be accepted as complete and a Notice of Completion filed. If no claims are filed within 35 days after recordation, the Payment and Performance Bond should be released; and, retention in the amount of \$18,650.51 should be paid to Don Berry Construction, Inc.

FISCAL IMPACT:

The final construction contract cost inclusive of all authorized work was \$373,010.24. Funding for this contract was through a Federal Highway Administration Grant and City Funds. Participating Improvements on "Q" and "O" Streets in the amount of \$237,782.87 will be paid for by the grant at 100% reimbursement not to exceed the programmed amount of \$264,771.65. Non-Participating Improvements on 16th Street in the amount of \$106,373.42 will be paid for with City Street Funds.

ATTACHMENTS:

1. Resolution
2. Notice of Completion

RESOLUTION NO. 15-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING ACCEPTANCE OF THE 16TH STREET, O STREET, AND Q STREET REHABILITATION FEDERAL PROJECT NO. STPL-5224(020), AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO RELEASE PAYMENT AND PERFORMANCE BONDS AND TO MAKE FINAL PAYMENT OF RETENTION MONIES TO DON BERRY CONSTRUCTION, INC.

WHEREAS, Don Berry Construction, Inc. has completed the work for the 16TH STREET, O STREET, AND Q STREET REHABILITATION FEDERAL PROJECT NO. STPL-5224(020); and

WHEREAS, the City Public Works Director and the City Engineer has completed a final inspection and the work has been found to be in compliance with the plans and specifications; and

WHEREAS, the City Engineer recommends acceptance of the 16th Street, O Street, and Q Street Rehabilitation Federal Project No. STPL-5224(020); and

WHEREAS, upon approval of the final acceptance of the Project by the City Council, the City Clerk will record a Notice of Completion with Fresno County and the City Manager will release Payment and Performance Bonds and the retention monies due the Contractor following the expiration of 35 days from the date of recordation of the Notice of Completion.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Firebaugh hereby:

1. Adopts a Resolution to accept the 16th Street, O Street, and Q Street Rehabilitation Federal Project No. STPL-5224(020) as completed by Don Berry Construction, Inc.
2. Authorizes the City Clerk to record a Notice of Completion with Fresno County.
3. Authorizes the City Manager to release Payment and Performance Bonds and to make final payment of retention monies to Don Berry Construction, Inc. following the expiration of 35 days from the date of recordation of the Notice of Completion.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Firebaugh the 6th day of April, 2015 and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Craig Knight, Mayor

Rita Lozano, Deputy City Clerk

RECORDING REQUESTED BY:

City Clerk
City of Firebaugh

WHEN RECORDED RETURN TO:

City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

NOTICE OF COMPLETION**NOTICE IS HEREBY GIVEN:**

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
City of Firebaugh	1133 "P" Street	Firebaugh	CA

(if more than one owner of the interest stated, the name and address of each must be inserted)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: **In Fee.**
4. That on the 6th day of March, 2015 a work of improvement on the real property hereinafter described was completed.
5. That the name of the original contractor, if any for such work of improvement was:

Don Berry Construction, Inc.

(If no contractor for work of improvement as a whole, insert "No Contractor")

6. That the real property herein referred to is situated in the City of Firebaugh, County of Fresno, State of California, and is described as follows:

The major work consisted of pulverizing and reconstructing approximately 125,800 square feet of asphalt concrete pavement, constructing 1,520 linear feet of curb and gutter, constructing 2 alley approaches, driveway transitions, constructing valley gutter, constructing storm drain improvements, and applying thermoplastic striping and markings on 16th Street, O Street, and Q Street.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

April 6, 2015

Date

By: _____

Signature of Owner

Kenneth McDonald

Print Name

VERIFICATION

I understand, state:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Firebaugh, California
This 6th day of April, 2015.

City of Firebaugh

Owner

By: _____

Kenneth McDonald



STAFF REPORT

TO: City Council
FROM: Kenneth McDonald, City Manager
DATE: April 6, 2015
SUBJECT: Proposal to fund a History/Welcome Center at 1468 11th Street

RECOMMENDATION

Deny the request to fund a proposal to establish a History/Welcome Center for the City of Firebaugh.

HISTORY / DISCUSSION

At the last City Council meeting on March 16, 2015 John Baltierra submitted a request to the City Council to establish a History/Welcome Center at 1468 11th Street. His request was for the city to contribute unsold Centennial magazines, for which the Police Activity League paid, for "overhead" and to provide rent and pay for all utilities to operate the building.

The building is currently vacant and was approved by Council last year to rent the building for \$300 per month. The estimated monthly expenses for Electricity would be \$75, Water/Sewer \$83.46 and phone and internet access would be \$103 with a \$30 installation cost. This would produce an annual amount of just under \$6,800 per year with additional expense needed to accommodate liability insurance if the organization did not provide insurance for operating in the City building.

In addition, it has been brought to my attention that the corner lot right next to the building was intended to be a downtown corner park or plaza. Due to the future sale on the other side, the old Pizza Factory building, by the former RDA the future use of the building should not be committed at this time. I feel that because the Old Pizza factory building is condemned any buyer would have to factor that into the purchase. The City may be able to acquire the property and facilitate a widened alley for access when the Market's delivery trucks are blocking the access along with parking for the corner plaza could be facilitated by having both buildings demolished.

FISCAL IMPACT

It is anticipated that the annual cost to fund this would be \$6,000 and should be budgeted if this proposal is accepted.



STAFF REPORT

TO: Kenneth McDonald, City Manager
FROM: Pio Martin, Finance Director
DATE: April 6, 2015

Informational:

Working with Sensus to upgrade the utility billing software from server base to cloud base. The update will provide the City with the latest software. Projected to finish by the new fiscal year.

As per MOU's July 1, 2014 – June 30, 2017, City approved new vacation maximum limits and employees have until December 31, 2015 to meet the new requirement. If not met by the due date, employee's vacation will be cash out to the requirement set in the MOU's. Department Heads are currently working with employees to meet the new requirement to avoid having to cash out vacation.

Started working on the payroll allocations for next fiscal year budget. Also, planning on discussing with Staff on preparation for general fund budget within the next few weeks. Once general fund budget is approved by staff will present the General Fund section of the budget to the council and general public based on the tentative schedule below:

Budget Dates:

General Funds – April 20, 2015

Enterprise Funds – May 18, 2015

Street and Grant Funds – June 1, 2015

Final Approval – June 18, 2015

City Grants:

1. Poso Canal / Pedestrian Bike Route (Fund 065 – CMAQ) – No new updates from previous month.
2. 16th Street, O Street, & Q Street Rehabilitation (Fund 104 – STPL 5224-020) – Job has been completed. Will work with staff to request reimbursement to City.
3. Las Deltas Water Grant (Fund 107) – No new updates from previous month.
4. Water Well 17 and Code Enforcement Grant (Fund 122) – Project is moving along with the construction work being performed by Steve Dovali Construction Inc. for Well #17. Code enforcement, Reserve Officer Fernando Moreno will be assigned 16 to 24 hours a week to perform code enforcement duties until September 30, 2015, at the time this grant will expire.



STAFF REPORT

TO: Successor Agency to the Firebaugh Redevelopment Agency
FROM: Kenneth McDonald, City Manager
DATE: April 6, 2015
SUBJECT: Disposition of Remaining Successor Agency Properties

RECOMMENDATION:

Staff recommends that the City Council, acting as the Successor Agency to the Firebaugh Redevelopment Agency, adopt the attached resolution authorizing approval, with advice and approval from legal counsel, of an agreement with Colliers International regarding disposition of each of the Successor Agency's remaining five (5) properties.

HISTORY / DISCUSSION:

The Successor Agency to the Firebaugh Redevelopment Agency ("Successor Agency") is the owner on record of seven properties. Assembly Bill 1484 ("AB 1484") enacted in June of 2012 requires successor agencies to former redevelopment agencies that owned property at the time of redevelopment dissolution to prepare a Long Range Property Management Plan ("LRPMP"), which addresses the use and disposition of all property held by the Successor Agency. The Firebaugh LRPMP was approved by the Department of Finance ("DOF") on February 10, 2014. Since that time, the Successor Agency has been actively trying to sell properties. Two properties are in the process of being sold to the Fresno County Housing Authority to build affordable housing, leaving five properties for disposition. A map showing the five properties is included as Attachment 1.

The five properties remaining are all commercial properties scattered throughout the City's downtown. Their marketability and value vary depending on their size, location, and development potential. In August, 2014, the Successor Agency issued a Request for Proposals (RFP) to try to sell two attractive commercial properties on N Street. After some back and forth, which included obtaining an appraisal on the properties, the Council on March 2, 2015, acting as the Successor Agency Board, decided to reject all proposals received for the properties at 1284 and 1320 N Street. The Council also acted to direct Successor Agency staff to create a new RFP to solicit proposals for each property individually and request a minimum investment of \$150,000 pledged to the purchase if paid at fair market value of the appraisal. At the last Council meeting on March 16, 2015 Council decided to move forward with a commercial realtor. The Commercial Realtor/Broker would be responsible for all the marketing, outreach, and negotiations involved with selling properties. They would be paid a commission out of the proceeds from the sale. According to dissolution law, proceeds from the sale of property must be divided amongst the taxing entities, so all taxing entities would share in the cost of the broker commission, including the City.

It is important to facilitate a plan now, so that the properties can be disposed of efficiently and effectively. Pursuant to AB 1484, the Firebaugh Oversight Board, as well as all local Oversight Boards throughout the State, will be dissolved as of July 1, 2016 and replaced with single County Oversight Board. Afterwards, all property disposition actions will be subject to County Oversight Board approval, a body that may not be familiar with, or sympathetic to Firebaugh's specific needs and challenges, and will not be subject to the adopted Disposition Procedures.

FISCAL IMPACT:

The fiscal impact to the City varies depending on the final sales price achieved by each property. As previously mentioned, the broker's commission of 6% would be paid out of sale proceeds with the cost shared amongst all the affected taxing entities.

Attachment 1: Map of properties
Attachment 2: Exclusive Right to Represent Owner for Sale or Lease of Real Property

EXCLUSIVE RIGHT TO REPRESENT OWNER FOR SALE OR LEASE OF REAL PROPERTY

(Non-Residential)

AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 **Parties:** This agency Agreement ("Agreement"), dated for reference purposes only March 30, 2015, is made by and between City of Firebaugh, whose address is 1133 P. Street, Firebaugh CA 93622, telephone number (559) 659-2043, Fax No. (), ("Owner"), and Colliers Tingey International, Inc. dba Colliers International, whose address is 7485 N. Palm Ave, Fresno CA 93711, telephone number (559) 221-1271, Fax No. (559) 222-8744, ("Agent").

1.2 **Property/Premises:** The real property, or a portion thereof, which is the subject of this Agreement is commonly known by the street address of 1415 14th Street, Firebaugh CA (APN 008-132-07); 1185 N Street, Firebaugh CA (APN 008-074-10); 1284 N Street, Firebaugh CA (APN 008-080-42); 1320 N Street, Firebaugh CA (APN 008-140-35); 1458 11th Street, Firebaugh CA (APN 008-074-01), located in the City of Firebaugh, County of Fresno, State of California, and generally described as (describe briefly the nature of the property): Two separate Non-improved parcels and Three separate buildings with adjacent land/parking. ("Property"). (See also Paragraph 3).

1.3 **Term of Agreement:** The term of this Agreement shall commence on April 1, 2015 and expire at 5:00 p.m. on March 31, 2016, except as it may be extended ("Term"). (See also paragraph 4)

1.4 **Transaction:** The nature of the transaction concerning the Property for which Agent is employed ("Transaction") is (check the appropriate box(es)):

(a) ☒ A sale for the following sale price and terms: 1415 14th Street: \$42,000; 1185 N Street: \$46,000; 1284 N Street: \$100,000; 1320 N Street: \$95,000; 1458 11th Street: \$6,000 or terms and conditions acceptable to Owners/Sellers.

and other additional standard terms reasonably similar to those contained in the "STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF REAL ESTATE" published by the AIR Commercial Real Estate Association ("AIR"), or for such other price and terms agreeable to Owner;

(b) ☐ A lease or other tenancy for the following rent and terms: square foot, Modified Gross whereas Lessee/Tenant is responsible for all utilities and janitorial. All other terms and conditions to be acceptable to Lessor

and other additional standard terms reasonably similar to those contained in the appropriate AIR lease form or for such other rent and terms agreeable to Owner.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Owner hereby employs Agent as Owner's sole and exclusive agent to represent Owner in the Transaction and to find buyers or lessees/tenants ("lessees"), as the case may be, for the Property. Agent shall use reasonably diligent efforts to find such buyers or lessees. All negotiations and discussions for a Transaction shall be conducted by Agent on behalf of Owner. Owner shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Owner from any source regarding a possible Transaction.

2.2 Owner authorizes Agent to:

- (a) Place advertising signs on the Property;
- (b) Place a lock box on the Property if vacant;
- (c) Accept deposits from potential buyers or lessees; and
- (d) Distribute information regarding the Property to participants in THE MULTIPLE ("MULTIPLE") of the AIR and/or any other appropriate

local commercial multiple listing service, to other brokers, and to potential buyers or lessees of the Property. Owner shall identify as "confidential" any information provided to Agent that Owner considers confidential and does not want disclosed. All other information provided by Owner may be disclosed as Agent may deem appropriate or necessary. After consummation of a Transaction, Agent may publicize the terms of such Transaction.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "Cooperating Broker"). A Cooperating Broker may, as a third-party beneficiary hereof, enforce the terms of this Agreement against Owner or Agent.

2.4 If the Transaction is a sale and Agent finds a prospective buyer for the Property, or if the Transaction is a lease and Agent finds a prospective lessee for the Property, Owner hereby authorizes Agent also to represent and act as the agent for such buyer or lessee, and Owner consents to such dual agency. If a Cooperating Broker finds such a buyer or lessee, then Agent shall act as agent for Owner only, the Cooperating Broker shall act as agent for the buyer or lessee only, and the Cooperating Broker shall not be Owner's agent, even though the Cooperating Broker may share in the commission paid by Owner to Agent. A Cooperating Broker shall not be an agent or subagent of Owner or Agent.

2.5 Owner agrees that Agent may, during the ordinary and normal course of marketing the Property, respond to inquiries on the Property by showing and providing information on the Property, as well as on other competing properties, to prospective buyers and lessees and that such activities may result in the payment of a commission to Agent by a third party.

any other limitations on Owner's right, ability and capacity to consummate a Transaction, and

(c) If available to Owner, copies of building plans, and if the Transaction is a sale, title reports, boundary surveys, and existing notes and trust deeds which will continue to affect the Property after consummation of a sale.

3.3 Agent shall have no responsibility for maintenance, repair, replacement, operation, or security of the Property, all of which shall be Owner's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Owner, any lessees of the Property, any buyer, prospective buyer, lessee, or prospective lessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. EXTENSION OF TERM.

If the Transaction is a sale, and a sale is not consummated for any reason after Owner accepts an offer to purchase the Property ("**Sale Agreement**"), then the expiration date of the Term of this Agreement shall be extended by the number of days that elapsed between the date Owner entered into the Sale Agreement and the later of the date on which the Sale Agreement is terminated or the date Owner is able to convey title to a new buyer free and clear of any claims by the prior buyer of the Property; provided, however, in no event shall the Term be so extended beyond one year from the date the Term would have otherwise expired.

5. COMMISSION.

5.1 Owner shall pay Agent a commission ☒ in the amount of six percent (6%)

☐ in accordance with the commission schedule attached hereto ("**Agreed Commission**"), for a Transaction, whether such Transaction is consummated as a result of the efforts of Agent, Owner, or some other person or entity. Agent shall also be entitled to the Agreed Commission if any of the Owner's representations and warranties described in paragraph 8 are shown to be false. Such Agreed Commission is payable:

(a) If the Transaction is a sale, (i) a buyer is procured who is ready, willing and able to buy the Property at the price and on the terms stated herein, or on any other price and terms agreeable to Owner; (ii) Owner breaches or repudiates any Sale Agreement, escrow instructions or other documents executed by Owner regarding the sale of the Property; (iii) the Property or any interest therein is voluntarily or involuntarily sold, conveyed, contributed or transferred; (iv) the Property or any interest therein is taken under the power of Eminent Domain or sold under threat of condemnation, or (v) if Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner is voluntarily or involuntarily sold, contributed, conveyed or transferred to another person or entity that, as of the date hereof, does not have any ownership interest in Owner;

~~(b) If the Transaction is a lease, (i) a lease of the Property, or a portion thereof is executed; or (ii) a lessee is procured who is ready, willing and able to lease the Property on the terms stated herein, or on any other rent and/or terms agreeable to Owner; or~~

(c) If Owner (i) removes or withdraws the Property from a Transaction or the market; (ii) acts as if the Property is not available for a Transaction; (iii) treats the Property as not available for a Transaction; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; or (vi) changes the status of the Property's title, leases, agreements, physical condition or other aspects thereof, which such change adversely impacts the value, use, desirability or marketability of the Property.

5.2 If the Transaction is a sale, the purchase agreement and/or escrow instructions to be entered into by and between Owner and a buyer of the Property shall provide that:

(a) Owner irrevocably instructs the escrow holder to pay from Owner's proceeds accruing to the account of Owner at the close of escrow the Agreed Commission to Agent;

(b) A contingency to the consummation of the sale shall be the payment of the Agreed Commission to Agent at or prior to close of the escrow; and

(c) No change shall be made by Owner or buyer with respect to the time of, amount of, or the conditions to payment of the Agreed Commission, without Agent's written consent.

6. **ALTERNATIVE TRANSACTION.** If the Transaction changes to any other transaction, including, but not limited to, a sale, exchange, option to buy, right of first refusal, ground lease, lease, sublease or assignment of lease (collectively "**Alternative Transaction**"), then Agent shall automatically be Owner's sole and exclusive Agent for such Alternative Transaction and represent Owner in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Owner shall pay Agent the Agreed Commission.

7. EXCLUDED AND REGISTERED PERSONS.

7.1 Owner shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Owner by any other broker under any prior agreement concerning the Property ("**Excluded Persons**", see paragraph 7.5). Owner shall also specify for each Excluded Person the type of transaction the consummation of which during the Term of this Agreement entitles such other broker to any compensation ("**Excluded Transaction**"). Agent may within 10 days of receiving such written list, either (a) accept the Excluded Persons and Excluded Transactions, (b) cancel this Agreement, or (c) attempt to renegotiate this portion of the Agreement with Owner. Once accepted by Agent, the written list shall automatically become an exhibit to this Agreement. If Owner timely provides Agent with the names of the Excluded Persons and specifies the Excluded Transaction for each Excluded Person, then the Agreed Commission paid to Agent with respect to consummation of such an Excluded Transaction with an Excluded Person shall be limited as follows: if such Excluded Transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such Excluded Transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to a commission equal to one-half of the Agreed Commission. If the specified information concerning Excluded Persons and Transactions is not provided as set forth herein, then it shall be conclusively deemed that there are no Excluded Persons.

7.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Owner, in writing, with the name of those persons or entities with whom Agent either directly or through another broker had negotiated during the Term hereof ("**Registered Persons**", see paragraph 7.5), and specify the type of transaction of the Property for which such negotiations were conducted ("**Registered Transaction**"). Those persons or entities who submitted written offers or letters of intent shall, however, automatically be deemed to be Registered Persons for the type of transaction which was the subject of such offer or letter of intent. If Agent fails to timely notify Owner of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. A person or entity shall not be a Registered Person if Agent fails to timely specify a Registered Transaction for such person or entity. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Owner hereby consents to any such Dual Agency.

7.3 If, within 180 days after the expiration of the Term hereof, Owner enters into a contract with a Registered Person for consummation of a Registered Transaction, then Owner shall, upon consummation of such Registered Transaction, pay Agent the Agreed Commission for the Registered Transaction.

7.4 If, within 180 days after the expiration of the Term hereof, Owner enters into another owner-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Owner shall provide to Owner's new broker the names of the Registered Persons and the Registered Transaction for each Registered Person, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a Registered Transaction with a Registered Person.

7.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to buy or lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

8. OWNER'S REPRESENTATIONS.

Owner represents and warrants that:

9. OWNER'S ACKNOWLEDGMENTS. Owner acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and consummation of a Transaction or Alternative Transaction, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and Agent. Owner further acknowledges that in determining the financial soundness of any prospective buyer, lessee or security offered, Owner will rely solely upon Owner's own investigation, notwithstanding Agent's assistance in gathering such information.

10. MISCELLANEOUS.

10.1 This Agreement shall not be construed either for or against Owner or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement.

10.2 All payments by Owner to Agent shall be made in lawful United States currency. If Owner fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

10.3 In the event of litigation or arbitration between Owner and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

10.4 Owner agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Owner to make a full and complete disclosure pursuant to law and paragraph 3.2(a) or as a result of the fact that any of the representations made by Owner (see paragraph 8) were not true at the time that this Agreement was signed.

10.5 Owner hereby releases and relieves Agent, and waives Owner's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Owner, whether or not due to the negligence of Agent.

10.6 In the event that the Transaction is not an outright sale, Owner agrees that if Agent is not paid the Agreed Commission provided for herein within thirty days of the date due, that Agent shall have a lien in the amount of such commission, and may record a notice of such lien, against the Property.

10.7 Owner agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.3) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

11. ARBITRATION OF DISPUTES.

11.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: ☒ THE AMERICAN ARBITRATION ASSOCIATION OR ☐ USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

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

11.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Owner's Initials

Agent's Initials

11.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 11.3.

12. Additional Provisions: Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs none through none (if there are no additional provisions write "NONE"):

13. Disclosures Regarding The Nature of a Real Estate Agency Relationship. When entering into an agreement with a real estate agent an Owner should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) **Owner's Agent.** An Owner's agent may act as an agent for the Owner only. An Owner's agent or subagent has the following affirmative obligations: *To the Owner:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. *To a potential buyer/lessee and the Owner:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Agent Representing Both Parties.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Owner as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Owner will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Owner from the responsibility to protect its own interests. Owner should carefully read all agreements to assure that they adequately express its understanding of the transaction.

"OWNER"

"AGENT"

City of Firebaugh

Colliers Tingey International, Inc. dba

Colliers International

By:

By:

Name Printed:

Name Printed: Mike Schuh

DRAFT

Title: Sales Associate

Date: _____

BRE # 01912244

Broker Review:

By: _____

Date: _____

Brian Decker

President / Principal

BRE # 01029450 / 00452468

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

DRAFT

DRAFT

RESOLUTION NO. 15-09

A RESOLUTION OF THE SUCCESSOR AGENCY TO CITY OF FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE CONTRACT FOR EXCLUSIVE RIGHT TO REPRESENT OWNER FOR SALE OF REAL PROPERTY FOR DISPOSITION OF SUCCESSOR AGENCY PROPERTIES

WHEREAS, the City of Firebaugh has elected to serve as the Successor Agency to the former Firebaugh Redevelopment Agency ("Successor Agency") pursuant to Assembly Bill x1 26 ("AB x1 26" or the "Dissolution Act") as codified in the California Health & Safety Code ("H&SC"); and

WHEREAS, among the duties of successor agencies under the Dissolution Act is the preparation of a long-range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency for consideration by the Oversight Board and the California Department of Finance ("DOF"); and

WHEREAS, the Long-Range Property Management Plan for the Firebaugh Successor Agency was approved by the Oversight Board on September 19, 2013 and by DOF on February 10, 2014; and

WHEREAS, the Long-Range Property Management Plan identified five commercial properties located in the City's downtown as assets of the Successor Agency that the Successor Agency wishes to sell, including the properties located at: (1) 1415 14th Street, (2) 1185 N Street, (3) 1284 N Street, (4) 1320 N Street, and (5) 1458 11th Street (collectively, "Properties"); and

WHEREAS, a map identifying the Properties is included as Attachment 1 to this Resolution; and

WHEREAS, the Successor Agency desires to expeditiously dispose of the Properties by entering into an agreement with Colliers Tingley International, Inc. (dba, Colliers International).

NOW, THEREFORE, THE SUCCESSOR AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

1. The Successor Agency finds and determines that the foregoing recitals are true and correct.
2. The Successor Agency authorizes the City Manager to approve with advice and approval from legal counsel an agreement with Colliers International to represent the Successor Agency regarding disposition of the Properties, which agreement shall be subject to review and approval by the Oversight Board and the Department of Finance.
3. The Successor Agency authorizes the City Manager to execute all documents necessary regarding disposition of the Properties.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency, on the 6th day of April, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

ATTEST:

Craig Knight, Mayor

Rita Lozano, Deputy City Clerk

APPROVED AS TO FORM:

GARY B. BELL
SUCCESSOR AGENCY COUNSEL

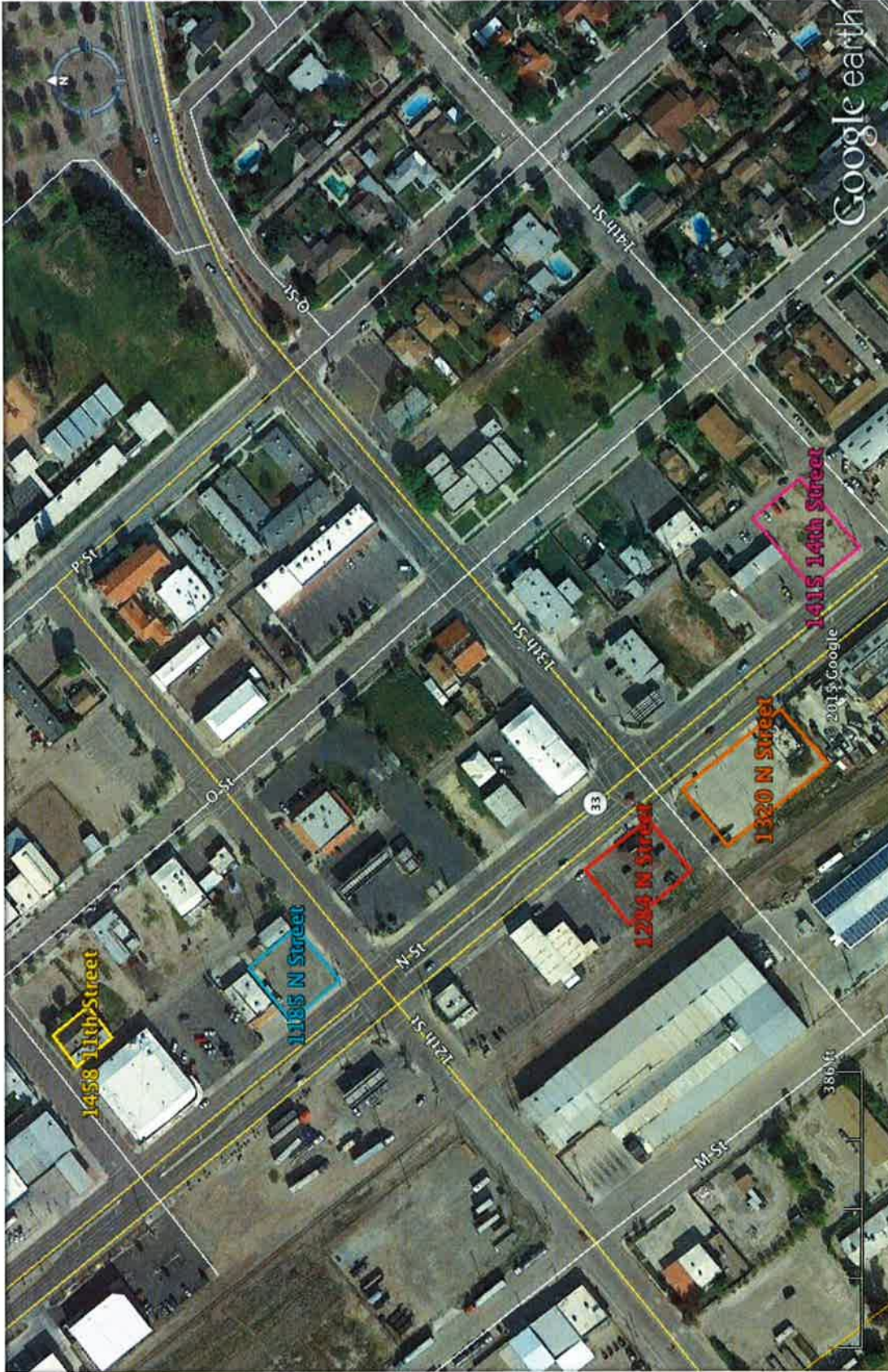
STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FIREBAUGH)

I, RITA LOZANO, hereby certify that I am the duly appointed City Clerk of the City of Firebaugh and that the foregoing resolution was duly adopted at a regular meeting of the Successor Agency held on the 6th day of April, 2014.

Rita Lozano
Deputy City Clerk

J:\wdocs\01932\001\res\00367406.DOCX

ATTACHMENT 1
MAP OF SUCCESSOR AGENCY PROPERTIES





STAFF REPORT

TO: Honorable Mayor and Council Members
FROM: Kenneth McDonald, City Manager
DATE: April 6, 2015
SUBJECT: Monthly Staff Report

I am pleased to announce that the new Police Chief, Sal Raygoza, has been officially appointed and has started in his new position as The City of Firebaugh's Police Chief effective March 28, 2015. Our next plan will be to hire two supervisory positions, Sargent/Corporal, to be hired to fill the vacancy created by Sal's promotion. I will handle the recruitment and am hopeful that we will have a sufficient pool of candidates from our current employees to fill these positions with an internal recruitment first and if needed extend the recruitment to outside parties. This will allow for development of our current staff and offer some entry level positions if filled with internal candidates.

Attended an event at the Andrew Firebaugh Community Center to introduce the Fresno State Athletic Director to the community on 3/3.

Meet with a representative of Fresno Economic Opportunity Commission (EOC) on programs offered in Firebaugh.

The Mayor and Mayor Pro-tem and I toured the Las Deltas water system and had a meeting with Bernard Jimenez, Fresno County Deputy Director of Planning, Supervisor Brian Pacheco and Las Deltas Board President Tim Ward. Discussed the problems and continued efforts to find a solution despite all the obstacles and difficulties.

I attended the Fresno Council of Governments Policy Advisory Committee meeting (COG PAC) on 3/13 and attended the Fresno COG Ad-hoc Committee - Transportation Project Ag Mitigation on 3/25.

Participated and enrolled in the Sustainable Energy Roadmap which will allow a \$5,000 grant to develop and benchmark clean energy and sustainable development along with technical assistance provided by the program.

Wrote letter of support for the California Vanpools Authority's application to the California Air Resources Board for funding to implement a car sharing program in our city. The program would not only provide for the installation of charging stations in the city, but allow residents the ability to travel to various locations. The grant program is called Targeted Car Sharing and Mobility Options in Disadvantaged Communities Pilot Project. By placing charging stations in our community this will allow visitors and expose residents to the potential of using an electric vehicle. It is anticipated the charging stations used by the project could also be available for residents/visitors. The placement of electric vehicles for accessing the surrounding cities will have a positive impact on those residents who may not have a reliable or second vehicle. It will give them 24 hour access to places and locations that may not be accessible through their local transit system. For those using the program it may be the first time they have used a plug-in electric vehicle. CalVans presently manages over 450 vanpools and has shown through the management of its vanpool program it has the ability to monitor those using the program as well as the vehicles that will be used. Residents that use its vanpool program will have the ability to use the car share program after work and Sunday.

Met with TomaTek to discuss current building activity and improvements and strategy for further improving operations at the Industrial Wastewater Treatment plant with a plan to have the Notice of Violation (NOV) from the State Water Resource Control Board removed due to our improved operations of the plant.

Staff Report

City of Firebaugh Public works Department

To: Mayor Craig Knight and City Council Member

From: Ben Gallegos, Public Works Director

Date: April 6, 2015 Council Meeting

Water/Waste Water

The operation department has been working on the following:

1. Day to day operations of water/sewer plants.
2. Conducting preventative maintenance in the collections system.
3. Providing preventative maintenance on water/sewer plant equipment.
4. Spraying herbicides at plants.
5. Completed cross connection survey for the city.
6. Completed annual drinking water report to the Water Board.

Streets

The Street Department has been working on the following:

1. The PW crew have been performing street pothole repairs.
2. Cleaning alley and empty lots though out the City.
3. Removing dead tree and mistletoe though out the City.
4. Pruning tree on O and P Streets.

Parks

The Crew has been working on the following:

1. They continue to respond to dog call; seventeen dogs were taken to Country Veterinary.
2. They have been working on repairing irrigation leaks thought out the City landscape and parks areas.
3. Spraying herbicides for weed control though out the City landscape and parks areas.

City Projects:

1. Rolfe Construction will finish the emergency sewer line repair in the alley from 9th to 10th Street and between O and P Street on March 27, 2015.
2. The water piping from the Well to the Plant has been completed for Well #17.



FIREBAUGH POLICE DEPARTMENT

Memo

To: Honorable Mayor Craig Knight and Council Members
From: Salvador Raygoza, Interim Police Chief
cc: Kenneth McDonald, City Manager
Date: 03/30/2015
Re: Staff Report

MONTHLY CRIME ANALYSIS:

The number of crimes reported during the winter months have dropped significantly compared to past years.

Our crime rates are low due to officers' self-initiated and pro-active safeguards. Officers are conducting probation checks, house checks, and suspicious subject checks and staying visible within neighborhoods.

Attached you will find a Monthly Static Report showing the number of crimes reported and investigated by the Firebaugh Police Department.

SIGNIFICANT CASES:

1. On March 12 at 3:00 PM, Officer Yanez and Officer Patlan responded to a male subject demanding money from cashiers at United Security Bank.

Upon arrival, officers made contact with the individual outside the bank. As they spoke to the subject, the subject refused to cooperate and told officer he had a gun. The subject then ran from the scene and then located near the West Hills College campus.

A physical altercation ensued as the subject punched both officers with a closed fist. Additional officers were called out to the scene, and the suspect was then subdued and arrested. The subject was transported to the police department where he was booked and later transported into Fresno County Jail.

2. On March 12 at 5:30 PM, Officer Castillo responded to Don Pepe's Restaurant regards an adult male choking.

As Officer Castillo arrived on scene several people, pointing at a male subject, holding both of his hands around his neck and gasping for air, contacted him. Officer Castillo immediately performed the Heimlich maneuver and successfully extracted a piece of meat that had become lodged in the individual's throat.

3. On March 19 at 1:00 PM, officers responded to the 600 block of Borboa on a report of a residential burglary in progress.

The victim was asleep in her living room and was awakened by noise coming from her bedroom. As the victim approached her bedroom door, she heard the bedroom window close. She walked towards the window and opened the curtain; and it was at this time she saw a male subject walking away. She contacted the subject and asked him what he was doing in her house. The victim noticed the suspect was carrying something and quickly notified police. Suspect was located by responding officers and was immediately detained. Upon receiving the victim's statement the suspect was arrested for residential burglary. The property, an Xbox 360, which the suspect had in hand, belonged to the victim. The item was recovered and returned to the owner.

The suspect has an extensive history of burglary. He was transported to the police department for booking and then transported to the Fresno County Jail for confinement.

4. On March 19, officers conducted an undercover Methamphetamine purchase from a subject on the 1500 block of 10th Street.

An investigation was conducted and a Search Warrant obtained for the subject's residence. The warrant was served on March 26, and the individual was found to be in possession of Methamphetamines and conducting sales out of his home.

The suspect was taken to the police department for booking and subsequently transported to the Fresno County Jail on several drug related charges.

PERSONNEL:

The department's personnel strength stands at 22, including 11 sworn officers, 4 full time dispatchers, 6 reserve officers and 2 part-time dispatchers.

Long time Reserve Officer George Garcia recently resigned after 20 years of service for the police department and the City of Firebaugh. Officer Garcia was a great asset to the department and could always be called upon, when needed. He will be greatly missed.

FIREBAUGH POLICE DEPARTMENT

2015 Monthly Stats

[illegible]

CITY OF FIREBAUGH

FIRE DEPARTMENT
CODE ENFORCEMENT
1575 ELEVENTH STREET
FIREBAUGH, CA 93622-2547



FRESNO COUNTY, CALIFORNIA

DISPATCH (559) 659-2061
OFFICE (559) 659-2073
FAX (559) 659-4242
firechief@ci.firebaugh.ca.us

FEBRUARY

2015

CITY OF FIREBAUGH

STRUCTURE FIRES	0
EMS	28
VEHICLE ACCIDENT	0
FALSE ALARM	2

FRESNO COUNTY FIRE PROTECTION DISTRICT

STRUCTURE FIRES	0
EMS	2
VEHICLE ACCIDENT	1
FALSE ALARM	2

COUNTY OF MADERA

EMS	2
FALSE ALARM	1

TOTAL REQUESTS FOR FIRE DEPARTMENT SERVICE

38

A handwritten signature in black ink, appearing to be "JP", is located at the bottom left of the page.

APRIL 2015

FACILITY RENTALS

4/1/15	A/F Hall- Salvation Army Dinner 5pm-7pm
4/4/15	Dunkle Park Enclosed Area- Family Party
4/8/15	A/F Hall- Salvation Army Dinner 5pm-7pm
4/10/15	A/F Hall-Food Drive
4/11/15	A/F Hall- Quinceanera
4/12/15	Rodeo Grounds- Jaripeo
	Dunkle Park Enclosed Area- Party
4/14/15	Council Chambers- Eastside Acres Meeting
4/15/15	A/F Hall-Salvation Army Dinner 5pm-7pm
4/18/15	A/F Hall – Wedding
	Dunkle Park Enclosed Area- Bday Party
4/20-4/25	Mid Valley Community Clean up – 7am- 3pm
4/22/15	A/F Hall- Salvation Army Dinner 5pm-7pm
4/29/15	A/F Hall- Salvation Army Dinner 5pm-7pm

Council Chambers Rm

Council Meeting 1st and 3rd Monday of Every Month at 6:00pm

Planning Meeting 2nd Monday of Every Month at 6:00pm

Oversight Board Meeting 3rd Thursday of Every Month at 11am

Dunkle Park Bldg.

The Regional Culture Institute- Monday, Tuesday & Friday 10am-Noon

Dunkle Park Baseball Field

Cal Ripkens Baseball 3/1/15- 5/1/15

Food Distribution

Food Distribution every 4th Thursday of the month at Dunkle Park at 9am

Salvation Army Dinner Distribution every Wednesday at A/F Hall from 5pm to 7pm

Maldonado Park

Outdoor Market every Thursday at 5pm

MAY 2015

FACILITY RENTALS

5/1/15-5/2/15	Rodeo Grounds- Destructive Derby
5/2/15	Dunkle Park Enclosed Area- Baptism
5/3/15	Dunkle Park Enclosed Area- Bday Party
5/5/15	Maldonado Park (Dirt Area)- Firebaugh Business Assoc. Circus
5/9/15	Dunkle Park Enclosed Area- First Communion
	A/F Hall – Quinceanera
5/16/15	A/F Hall- Party
5/23/15	A/F Hall-F.A.S.T. Dinner Dance
	Dunkle Park Enclosed Area- Bday Party
5/24/15	Rodeo Grounds- Jaripeo
5/30/15	A/F Hall- Quinceanera
	Dunkle Park Enclosed Area- Baptism

Council Chambers Rm

Council Meeting 1st and 3rd Monday of Every Month at 6:00pm

Planning Meeting 2nd Monday of Every Month at 6:00pm

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Outdoor Market every Thursday at 5pm