

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh Vol. No.15/10-19

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: October 19, 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

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.

1. APPROVAL OF MINUTES – The City Council meeting on October 5, 2015.
2. APPROVAL OF MINUTES – The City Council special meeting on October 8, 2015.
3. WARRANT REGISTER – Period starting September 1, and ending on September 30, 2015.

September 2015	General Warrants	#32492 - #32594	\$ 389,667.58
	Payroll Warrants	#65993 - #66135	\$ 311,512.89
TOTAL			\$ 701,108.47

NEW BUSINESS

4. RESOLUTION NO. 15-39 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE CITY MANAGER TO SIGN FUNDING AGREEMENT, CERTIFICATIONS, AND AMENDMENTS FOR FUNDING UNDER THE SAFE DRINKING WATER STATE REVOLVING FUND; AND AUTHORIZING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO APPROVE CLAIMS FOR REIMBURSEMENT; EXECUTE BUDGET AND EXPENDITURE SUMMARY AND TO SIGN THE FINAL RELEASE.

Recommended Action: Council receives public comment and approves Res. No. 15-39.

5. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO ACCEPT NOTICE OF COMPLETION FROM STEVE DOVALI CONSTRUCTION, INC. FOR WELL NO 17 EQUIPPING, PHASE II, RE 12-CDBG-8387.

Recommended Action: Council receives public comment & accepts notice of completion.

6. THE CITY COUNCIL OF THE CITY OF FIREBAUGH DISCUSSION AND POSSIBLE APPROVAL OF THE ADVISORY SERVICES AGREEMENT WITH TERRA VERDE RENEWABLE PARTNERS.

Recommended Action: Council receives public comment & approve the agreement.

7. DISCUSSION AND POSSIBLE DIRECTION REGARDING PROPOSALS FOR THE CITY MANAGER RECRUITMENT.

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

8. DISCUSSION OF PROFIT REGARDING THE ANNUAL ELECTRIC PARADE.

Recommended Action: Council receives public comment, informational item only.

SUCCESSOR AGENCY MATTERS:

STAFF REPORTS

CLOSED SESSION

9. REAL ESTATE NEGOTIATION – REDEVELOPMENT AGENCY – Pursuant to Government Code Section #54956.8

Owner or Designative Rep. City Negotiator Kenneth McDonald

APN 008-080-42; 008-140-35; 008-074-10; 008-132-07; 008-074-01

10. Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT: City Manager.

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, October 15, 2015 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. 15/10-05

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: October 5, 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 Marcia Sablan
Council Member Felipe Perez

ABSENT

OTHERS: City Attorney Roy Santos; City Manager, Kenneth McDonald; Police Chief, Sal Raygoza; Finance Director, Pio Martin; Public Works Director, Ben Gallegos; Deputy City Clerk, Rita Lozano; Fire Chief John Borboa; Carla Delgado, Wanda Breshears and others.

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

PUBLIC COMMENT: None

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council meeting on September 9, 2015.
2. MEMORANDUM OF UNDERSTANDING BETWEEN THE FIREBAUGH POLICE DEPARTMENT AND FRESNO COUNTY RURAL TRANSIT AGENCY FOR SERVICES (FCRTA) BETWEEN JULY 1, 2015 TO JUNE 30, 2016 FOR THE PURPOSE OF PROVIDING SAFETY AND SECURITY SERVICES FOR FCRTA PASSENGERS.

Motion to approve consent calendar by Council Member Valdez, seconded by Council Member Sablan; motion passes by 5-0 vote.

PUBLIC HEARING

3. ORDINANCE NO. 15-03 - AN ORDINANCE OF THE CITY OF FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA, AMENDING ORDINANCE NO. 359, OF THE CITY OF FIREBAUGH, RELATING TO THE CLASSIFICATION OF THE ZONE OF PARTICULAR PARCELS OF REAL PROPERTY – SECOND READING.

Public Hearing open at 6:01 p.m. – No Public Comments given -. Closed public hearing at 6:20 p.m.

Motion to waive the reading and adopt Ordinance No 15-03 by Council Member Valdez, seconded by Council Member Jenkins; motion passes by 5-0 vote.

NEW BUSINESS**4. INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) CONVENTION REPORT UPDATE HELD SEPTEMBER 16 – 18, 2015.**

The City Manager attended the ICSC Western Conference & Deal Making convention on September 16-18, 2015 and met with several retail, restaurant and supermarket representatives about the criteria for the City of Firebaugh to compete for these businesses. Dairy Queen was the best chance of recruiting a new business to the City due required site criteria of the restaurants, communicated with McDonalds Representative and the replied that their McDonald's currently being built in Mendota is a trail is a small town. However, if it is successful they may consider expanding in the area. One company, Retail Strategies, wanted to sell their services to the City. They function as an advisory firm focused on retail market analysis, strategic planning, retail recruitment and development. Estimated cost for their services with a three-year commitment, is \$50K the first year & additional \$30k in years two and three. This might be a good long-term objective to fund this type of research, but I do not think it is the right time due to the poor financial condition of General Fund.

Informational Item only.

5. RESOLUTION NO. 15-38 - A RESOLUTION OF THE FIREBAUGH CITY COUNCIL ADOPTING A POLICY GOVERNING PERMIT FEE REFUNDS AND WAIVERS.

Motion to approve Resolution No 15-38 by Council Member Sablan, seconded by Council Member Valdez; motion passes by 5-0 vote.

SUCCESSOR AGENCY MATTERS:**STAFF REPORTS**

- **Police Chief Raygoza** – Reported incident, at 4:50 am Police Department received a call from an individual stating that murdered his whole family, two family members were stabbed. Both are alive and in the hospital, one in stable condition and the other is in critical condition; more information will provided as the investigation is still on.
- **Fire Chief, John Borboa** – Reported September was a record setting month of emergency call received.
- **Public Works Director, Ben Gallegos** – listed the grants the City has recently been awarded, over \$300,000 trail grant for improvements, 2 million from CDBG grant for Senior Center Improvements-Code Enforcement-Water & Sewer Improvements. Received bids on the Vac Truck , estimated cost is \$9,000 more than budgeted but will be able to cover the cost from the saving of the design funding for the aerators. State Water Resources Control board sent notice of Conditional Approval to operate Well 17 but there was a programming problem so the programmers are working on it before the City will accept the Notice of Completion. The City has eleven local individuals working through the Proteus program; Proteus covers all liability.
- **Finance Director Martin** –Working with Don Reynolds on the audit via email, which is a first so it may take some time getting use to the new process. The new employee Maria Cuen started Monday, September 28 and Nancy will transfer to Accounts Payable in a few weeks.
- **City Deputy Clerk, Rita Lozano** – Grand Opening for the Fresno Fair is October 7th, the City of Firebaugh will be honored October 11th for the Day at the Races, please let me know if you one is planning on attending so I can provide you a ticket.
- **Council Member Sablan** – Requested an update regarding a port-a-pot placed down by the beach area near the river, would like to discuss at the next meeting. Received information that West Hills College also was awarded grant funding for trail improvement and asked the City staff to contact them and work together on the project to void same plans or confusion.

- **Council Member Jenkins** – Asked about the vehicles of the Police Department and Public Works. Who is servicing them, how often are the repairs needed and if the equipment is outdated. Staff replied most work is completed in house, but if the City doesn't have the proper equipment to complete the job of if it is faster to contract the work because it's faster, then it is out sourced.
- **Council Member Valdez** – Asked if the Police Department vehicles maybe funded through Water and Sewer funds, instead of General fund.
- **Council Member Knight** – Reported the last few days the smell from Toma-Tek has been very bad and asked how we can address it and get them to correct the problem. Staff replied fine them for non-compliance.

Motion to enter closed session by Council Member Jenkins, Second by Council Member Valdez; motion passes by 5-0 vote at 6:26 p.m.

CLOSED SESSION

6. REAL ESTATE NEGOTIATION – REDEVELOPMENT AGENCY – Pursuant to Government Code Section #54956.8

Owner or Designative Rep. City Negotiator Kenneth McDonald

APN 008-080-42; 008-140-35; 008-074-10; 008-132-07; 008-074-01

Motion to enter open session by Council Member Jenkins, Second by Council Member Valdez; motion passes by 5-0 vote at 7:10 p.m.

ANNOUNCEMENT AFTER CLOSED SESSION: *No Action to report.*

ADJOURNMENT - *Motion to adjourn by Council Member Jenkins, second by Council Member Valdez; motion passes by 5-0 vote at 7:10 p.m.*

SPECIAL MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 15/10-08

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: October 8, 2015/2:30 p.m.

CALL TO ORDER Meeting called to order by Mayor Knight at 2:38 p.m.

ROLL CALL PRESENT: Mayor Craig Knight
Mayor Pro Tem Freddy Valdez
Council Member Marcia Sablan
Council Member Brady Jenkins 3:26 pm
Council Member Felipe Perez

ABSENT:

OTHERS: City Attorney, Roy Santos; City Manager, Kenneth McDonald; Police
Chief Sal Raygoza; Finance Director, Pio Martin; Deputy City Clerk, Rita
Lozano; Public Works Director, Ben Gallegos and others.

PLEDGE OF ALLEGIANCE: *Pledge of Allegiance led by Council Member Knight.*

PUBLIC COMMENT: *None*

Motion to enter closed session by Council Member Valdez, Second by Council Member Knight; motion passes by 5-0 vote at 2:39 p.m.

CLOSED SESSION

1. REAL ESTATE NEGOTIATION – REDEVELOPMENT AGENCY – TERMS AND CONDITIONS – Pursuant to Government Code Section #54956.8

Owner or Designative Rep. City Negotiator Kenneth McDonald

APN 008-080-42; 008-140-35; 008-074-10; 008-132-07; 008-074-01

2. Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT: City Manager.

Motion to enter open session by Council Member Jenkins, Second by Council Member Sablan; motion passes by 5-0 vote at 4:08 p.m.

ANNOUNCEMENT AFTER CLOSED SESSION

Motion to accept City Manager's resignation as December 4, 2015 as his last day by Council Member Jenkins, Second by Council Member Sablan; motion passes by 5-0 vote.

ADJOURNMENT

Motion to adjourn by Council Member Jenkins, second by Council Member Valdez; Motion passed by 5-0 vote at 4:09 p.m.



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: OCTOBER 19, 2015

SUBJECT: Warrant Register Dated: OCTOBER 19, 2015

RECOMMENDATION:

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

SEPTEMBER 01, 2015 – SEPTEMBER 30, 2015

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	# 32492 – # 32594	\$ 389,667.58
PAYROLL WARRANTS.....	# 65993 - #66135	\$ <u>311,512.89</u>
TOTAL WARRANTS.....		\$ 701,180.47

WARRANTS FOR SEPTEMBER 2015

CK#	CK DATE	VENDOR NAME	AMOUNT	INVOICE DESCRIPTION
31805	9/17/2015	CITY OF FRESNO - POLICE DEPART	\$ (1,220.00)	LOST IN THE MAIL - CHECK REPLACED
32492	9/1/2015	JOHN BORBOA	\$ 769.20	FIRE DEPT.- STEIPEND -40 HRS. P/E 08/28/2015
32493	9/1/2015	CVR & ASSOCIATES, INC.	\$ 12,408.76	BUILDING & INSPECTION FOR MONTH OF AUGUST 2015
32494	9/1/2015	CITY OF FIREBAUGH	\$ 43,148.30	UNITED SECURITY BANK P/R ACCT. -MONTH END -INS.
32495	9/2/2015	CITY OF FIREBAUGH	\$ 91,829.43	UNITED SECURITY BANK P/R ACCT. - P/E 08/28/2015
32497	9/4/2015	RODDY A. LAKE	\$ 357.49	POLICE - HEALTH INSURANCE REIMURSEMENT
32498	9/4/2015	U.S. POSTMASTER	\$ 826.44	POSTAGE FOR UTILITY BILLING FOR SEPT. 2015
32500	9/4/2015	FRESNO CO ECONOMIC OPPORTUNITI	\$ 50.00	BUS FEE FOR 10 SENIOR'S @ \$5.00 EA./FLD TRIP/F.MKT
32501	9/4/2015	WESTAMERICA BANK	\$ 300.00	LUNCH ALLOWANCE/SENIOR'S FIELD TRIP/KP FMR. MARKET
32502	9/4/2015	COUNTY OF FRESNO - RECORDER	\$ 2,260.00	WELL #17 -EIR NOTICE OF DETERMINATION-FILLING FEE
32503	9/15/2015	JOHN BORBOA	\$ 769.20	FIRE STIPEND - 40 HRS - P/E 09/11/2015
32504	9/15/2015	CITY OF FIREBAUGH	\$ 87,777.54	UNITED SEC BANK P/R ACCT - P/E 09/11/2015
32505	9/18/2015	AT&T MOBILITY	\$ 285.90	POLICE DEPT. - WIRELESS PHONES -INTERNET SERVICE
32506	9/18/2015	AT&T	\$ 382.84	CITY HALL DSL - COMM CNTR - & POLICE DEPT.
32507	9/18/2015	BARNES WELDING	\$ 24.97	SHOP - OXYGEN
32508	9/18/2015	CALIFORNIA BUILDING STANDARDS	\$ 270.00	BLDG DEPT.-4TH QTR.2015 REPORT-04/01/15 - 06/30/15
32509	9/18/2015	CEDAR VETERINARY HOSPITAL, INC	\$ 490.45	POLICE - K-9 BOWIE - EXAMINATION & VACINES

32510	9/18/2015	CHEMSEARCH	\$ 1,131.01	PUBLIC WORKS - CHEMICALS
32511	9/18/2015	CITY OF FRESNO - POLICE DEPART	\$ 1,220.00	#RTC0001273-REISSUE CK.-P.SKILLS- MAR.2015- B.MILLER
32512	9/18/2015	COLLINS & SCHOETTLER	\$ 5,400.00	PLANNING & CONSULTING FOR MONTH OF AUGUST 2015
32513	9/18/2015	COOK'S COMMUNICATIONS	\$ 1,176.41	POLICE - 2 MOBILE RADIO PACKAGES & BELT CLIPS FOR KENWOOD
32514	9/18/2015	CORBIN WILLITS SYSTEMS	\$ 1,644.36	ADM. - C/W MONTHLY SERVICE
32515	9/18/2015	CORELOGIC SOLUTIONS, LLC.	\$ 150.00	REALQUEST FEES FOR THE MONTH OF AUGUST 2015
32516	9/18/2015	D & L REFRIGERATION, LLC	\$ 100.00	COMMUNITY CENTER - ICE MACHINE REPAIR
32517	9/18/2015	DEPT. OF CONSERVATION	\$ 1,695.59	BLDG & INSPEC - 4TH QTR.2015 SEISMIC REPORT
32518	9/18/2015	DEPARTMENT OF JUSTICE	\$ 32.00	POLICE - FINGERPRINT APPS
32519	9/18/2015	DSS CORPORATION	\$ 1,515.00	PD - COMPUTER MAINT. AGREEMENT - 8/28/15 TO 8/27/16
32520	9/18/2015	FRESNO COUNTY TREASURER	\$ 155.58	POLICE - ACCESS FEES
32521	9/18/2015	FRESNO COUNTY AUDITOR'S OFFICE	\$ 75.00	POLICE PARKING FEES - FOR JULY 2015
32522	9/18/2015	FRESNO OXYGEN	\$ 45.88	SHOP - CYLINDERS - EQUIP REPAIR
32523	9/18/2015	GALLS, LLC	\$ 978.23	POLICE - EQUIPMENT FOR PATROL CARS
32524	9/18/2015	G&K SERVICES, INC.	\$ 258.47	POLO SHIRTS FOR 2015 HARVEST & XMAS FESTVAL
32525	9/18/2015	GOLDEN STATE FLOW	\$ 3,664.53	PW - 10 SENSUS WATER METERS
32526	9/18/2015	GUTHRIE PETROLEUM, INC.	\$ 6,182.16	BULK UNLEADED GASOLINE
32527	9/18/2015	HARDWARE DISTRIBUTION	\$ 727.62	PW - 50LB BAGS MATERIAL & YELLOW STRIPING PAINT FOR ROADS
32528	9/18/2015	HERITAGE K9	\$ 3,800.00	NARCOTICS DETECTION- 5-WEEK COURSE- OFCR. A.SANTOYO

32529	9/18/2015	HOME DEPOT CREDIT SERVICES	\$ 474.59	CITY HALL - FACILITY REPAIR & SMALL TOOLS
32530	9/18/2015	HUB INTERNATIONAL/ CA INSURANC	\$ 755.88	SPECIAL EVENT INSURANCE FOR AUGUST 2015
32531	9/18/2015	JB INDUSTRIAL	\$ 197.61	PUBLIC WORKS - LATEX GLOVES
32532	9/18/2015	LEAGUE OF CALIF. CITIES	\$ 25.00	OFCR INSTALLATION DINNER - CLOVIS MTG.- PIO MARTIN
32533	9/18/2015	ELSA LOPEZ	\$ 819.89	POLICE - HEALTH INS. REIMBURSEMENT
32534	9/18/2015	ED MOLES, PH.D.	\$ 400.00	PD - PSYCH SCREENING: J. MOLINA
32535	9/18/2015	NATION & BADILLA INVESTIGATION	\$ 362.80	PRIVATE INVESTIGATION - INTERNAL AFFAIRS CASE
32536	9/18/2015	OCCUPATIONAL HEALTH CNTER	\$ 133.50	PW - NEW EMPLOYEE PLACEMENT PHYSICAL
32537	9/18/2015	OFFICE DEPOT, INC.	\$ 113.92	POLICE DEPT. - OPERATING OFFICE SUPPLIES
32538	9/18/2015	PACIFIC GAS & ELECTRIC	\$ 178.31	PARKER PARK 4150 SPRUCE - 1264 P ST, & FIRE DEPT. SMALL BLDG ON P ST.
32539	9/18/2015	CALIF PUBLIC EMPLOYEES RETIREM	\$ 15,592.00	ANNUAL UNFUNDED ACCRUED LIABILITY - SEPT. 2015
32540	9/18/2015	PITNEY BOWES INC. #1659-2380-8	\$ 54.26	CITY HALL - POSTAGE MACHINE SUPPLY
32541	9/18/2015	SPARKLETTS	\$ 19.41	POLICE DEPT. - DRINKING WATER
32542	9/18/2015	STEVE DOVALI CONSTRUCTION, INC	\$ 129,485.00	PYMT #6 -WELL #17 EQUIPPING, 12-CDBG-8387
32543	9/18/2015	TELEPACIFIC COMMUNICATIONS	\$ 1,536.36	ALL DEPTS - TELEPHONE & INTERNET SERVICE
32544	9/18/2015	TELREPCO, INC.	\$ 3,329.00	POLICE - UNIT #13 NEW PATROL CAR COMPUTER
32545	9/18/2015	USA BLUEBOOK	\$ 217.39	PW - LAB ANALYSIS SUPPLIES
32546	9/18/2015	U.S. BANK EQUIPMENT FINANCE, I	\$ 667.75	CANON COPIER RENTAL & OVERAGE
32547	9/18/2015	VALLEY NETWORK SOLUTIONS	\$ 1,158.10	MONTHLY NETCARE - MONITORING FOR OCTOBER 2015

32548	9/18/2015	DALMATIAN FIRE EQUIPMENT, INC.	\$ 1,224.50	FIRE DEPT. - PARTS FOR EQUIPMENT REPAIR
32549	9/18/2015	ECONOMI DEVELOPMENT	\$ 6,000.00	MEMBERSHIP FEES - JULY 01,2014 - JUNE 30,2015
32550	9/18/2015	JWC ENVIRONMENTAL LLC	\$ 57,784.59	PUBLIC WORKS - SEWER EQUIPMENT PURCHASE
32551	9/18/2015	NAPA AUTO PARTS - FIREBAUGH	\$ 201.99	PD - RADIATOR FAN ASSY FOR 2005 CROWN VIC.
32552	9/23/2015	ACME ROTARY BROOM SERVICE	\$ 688.52	PW -40 - SWEEPER REPAIR
32553	9/23/2015	AG & INDUSTRIAL SUPPLY	\$ 31.85	PW - DOG FOOD FOR KENNEL
32554	9/23/2015	BIG G'S AUTOMOTIVE CENTER	\$ 301.65	POLICE DEPT. - VEHICLE REPAIRS -2009 FORD VIC
32555	9/23/2015	BOGIE'S PUMP SYSTEMS	\$ 3,546.99	PW - PUMP REPAIR
32556	9/23/2015	CODED SYSTEMS CORPORATION	\$ 574.60	ELECTRONIC CODE/HOSTING FOR PERIOD 9/22/15-9/22/16
32557	9/23/2015	CSJVRMA	\$ 52,968.00	2015/2016 2ND QUARTER DEPOSITS - LIABILITY & WC
32558	9/23/2015	EPPLER TOWING & TRANSPORT	\$ 125.00	POLICE DEPT. - TOWING SERVICE -FORD CROWN VIC.
32559	9/23/2015	EVIDENT	\$ 258.50	POLICE - OPERATING SUPPLIES
32560	9/23/2015	EWING IRRIGATION PRODUCTS	\$ 564.25	PARKS - IRRIGATION COMPONENTS
32561	9/23/2015	FEDEX	\$ 134.91	FIRE DEPT. & ADMIN - FED-EX SHIPPING
32562	9/23/2015	FERGUSON ENTERPRISES, INC. 142	\$ 1,120.53	PW - WATER LINE REPAIR
32563	9/23/2015	FIREBAUGH SUPER MARKET	\$ 355.22	MISC. SUPPLES, DOG FOOD (KENNEL) & SENIOR CENTER - FUND ACCOUNT
32564	9/23/2015	FIREBAUGH AUTO REPAIR	\$ 1,605.00	POLICE - VEHICLE REPAIRS -2009 CROWN VICTORIA
32565	9/23/2015	FIRST BANKCARD	\$ 3,958.74	POLICE, PUBLIC WORKS, FIRE DEPT. & CITY MANAGER - CREDIT CARD PAYMENT
32566	9/23/2015	FIREBAUGH HARDWARE COMPANY	\$ 245.52	PARKS - SPRINKLER REPAIR -PARTS FOR EQUIP & FAC REPAIRS

32567	9/23/2015	FIREBAUGH MART LLC	\$ 157.90	2015 FEST -TO REPLINISH MONTEJO BEER AT BEER BOOTH
32569	9/23/2015	G&K SERVICES, INC.	\$ 1,521.76	ALL DEPTS. - JANITORIAL SUPPLIES & SHOP UNIFORM EXPENSE
32570	9/23/2015	GOODALL TRUCKING, INC.	\$ 1,335.68	PW - BASE TO REPAIR WATER LINE
32571	9/23/2015	HCL MACHINE WORKS	\$ 265.03	PW - HEADWORK PANEL -EQUIP REPAIR
32572	9/23/2015	J-I.T. OUTSOURCE	\$ 50.00	WEB HOSTING MAINT. - OCT 2015
32573	9/23/2015	KER WEST, INC. DBA	\$ 225.00	HELP WANTED AD FOR WTR/SEWER OPERATOR TRAINEE
32574	9/23/2015	GENE LIEB	\$ 150.00	REFUND CLEANING DEPOSIT - A.F.COMM BLDG - BINGO
32575	9/23/2015	KENNETH McDONALD	\$ 213.00	TRAVEL REIMB. FOR ICSC WESTERN DEAL MAKING CONFERE
32576	9/23/2015	MECHANICAL DRIVES & BELTING	\$ 101.22	WATER SITE 1 PUMP REPAIR
32577	9/23/2015	MID-VALLEY DISPOSAL	\$ 26,490.70	DISPOSAL SERVICE FOR THE MONTH OF JULY 2015
32578	9/23/2015	MOORE TWINING ASSOCIATES, INC.	\$ 2,725.00	SEWER LAB ANALYSIS MTP# 3114-0273
32579	9/23/2015	MUNICIPAL MAINTENANCE	\$ 34.86	PW - EYEBOLT - SWEEPER REPAIR
32580	9/23/2015	NORTHSTAR CHEMICAL	\$ 3,270.27	WATER CHEMICALS - SODIUM HYPOCHLORITE -12.5%
32581	9/23/2015	PECK'S PRINTERY	\$ 2,288.95	FORMS POLICE, OFFICE & WINDOW ENVELOPES/ PRESORT IMPRINT
32582	9/23/2015	PITNEY BOWES GLOBAL FINANCL SE	\$ 405.85	POSTAGE MACHINE LEASE PAYMENT
32583	9/23/2015	QUALIFICATION TARGETS, INC.	\$ 306.10	POLICE DEPT. - RANGE/TRAINING ITEMS & SUPPLIES
32584	9/23/2015	YESENIA RIVAS	\$ 150.00	REFUND CLEANING DEPOSIT -DUNKLE PARK ENC AREA/BAP
32585	9/23/2015	RUMEX CONSTRUCTION CORPORATION	\$ 1,382.00	PW - EQUIPMENT REPAIRS

32586	9/23/2015	THARP'S FARM SUPPLY	\$ 1,804.53	ALL DEPTS - REPAIR PARTS & SUPPLIES FOR EQUIP, VEHICLE & FACILITY REPAIRS & MAINTENANCE
32587	9/23/2015	VERIZON WIRELESS	\$ 450.47	ALL DEPTS. - CELL PHONES
32588	9/24/2015	SURVEILLANCE INTEGRATION	\$ 9,702.91	POLICE - EQUIPMENT INSTALLATION
32589	9/29/2015	JOHN BORBOA	\$ 769.20	FIRE DEPT. - STIPEND -40 HRS. X 19.23/HR
32590	9/29/2015	CITY OF FIREBAUGH	\$ 88,757.62	UNITED SEC BANK -P/R ACCT. - P/E 09/25/2015
32591	9/30/2015	BEST UNIFORMS	\$ 24.86	PD - 2 POLICE PATCHES & STAR FOR CHIEF RAYGOZA
32592	9/30/2015	BSK & ASSOCIATES, INC.	\$ 241.00	TOMA-TEK LAB ANALYSIS - 1ST SEMI-ANNUAL SAMPLING
32593	9/30/2015	MARIN CONSULTING ASSOCIATES	\$ 275.00	ASSERTIVE SUPERVISION WORKSHOP REG. - OFFICER
32594	9/30/2015	THARP'S FARM SUPPLY	\$ 188.07	PW - BATTERY
			\$ 701,180.47	

RESOLUTION NO. 15-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE CITY MANAGER TO SIGN FUNDING AGREEMENT, CERTIFICATIONS, AND AMENDMENTS FOR FUNDING UNDER THE SAFE DRINKING WATER STATE REVOLVING FUND; AND AUTHORIZING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO APPROVE CLAIMS FOR REIMBURSEMENT; EXECUTE BUDGET AND EXPENDITURE SUMMARY AND TO SIGN THE FINAL RELEASE

WHEREAS, on July 16, 2012, the City of Firebaugh made an application to the California Department of Public Health for a \$438,000 funding under the Safe Drinking Water State Revolving Fund; and

WHEREAS, on February 28, 2013, the California Department of Public Health issued a Notice of Application Acceptance to the City of Firebaugh committing \$438,000.00 in grant funding (the "Grant") from the Safe Drinking Water State Revolving Fund; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Firebaugh designates the City Manager to hereby be authorized and directed to sign and file, for and on behalf of the City of Firebaugh, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning and/or design of the Las Deltas Distribution System Project (the "Project").

BE IT FUTURE RESOLVED AND ORDERED by the City Council of the City of Firebaugh as follows:

1. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
2. The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

THE FOREGOING RESOLUTION was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on October 19, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Craig Knight
Mayor

Rita Lozano
Deputy City Clerk

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the City Council of the City of Firebaugh held on October 19, 2015.

Rita Lozano, Deputy City Clerk, City of Firebaugh

RECORDING REQUESTED BY:

City of Firebaugh

AND WHEN RECORDED, MAIL TO:

City of Firebaugh
1133 P Street
Firebaugh, CA 93622

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner or agent of an owner of the interest or estate stated below.
2. The full name of the owner is City of Firebaugh
3. The full address of the owner is 1133 P Street, Firebaugh, CA 93622
4. The nature of the interest or estate is: In Fee.

(If other than Fee, strike "In Fee" and insert, for example: "Purchaser Under Contract of Purchase" or "Lessee")

5. The full names and full addresses of all co-owners, if any, who hold any title or interest With the above-named owner in the property are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on October 15, 2015
The work done was: Well No. 17 Equipping, Phase 2, 12-CDBG-8387
7. The name of the Contractor, if any, for such work of improvement is Steve Dovali Construction, Inc.
8. The street address of said property is None
(If no street address has been assigned, insert "none")
9. The property on which said work of improvement was completed is in the City of Firebaugh, County of Fresno, State of California, and is described as follows: Adjacent to River Lane, between levee road and San Joaquin River.

Date: _____
(Verification for Individual Owner)

(Signature of Owner or Agent of Owner Named in Paragraph 2)

.....
VERIFICATION OF INDIVIDUAL

I, the undersigned, say: I am the City Manager of the City of Firebaugh the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own personal knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ (date), at the City of Firebaugh, California

Signature: _____
Kenneth McDonald, City Manager



1100 Larkspur Landing, Suite 155
Larkspur, CA 94939

ADVISORY SERVICES AGREEMENT

THIS ADVISORY SERVICES AGREEMENT (this "***Agreement***") is made as of _____ between TERRAVERDE RENEWABLE PARTNERS, LLC, a Delaware limited liability company ("***TerraVerde***"), and CITY OF FIREBAUGH, CA ("***COF***" or "***Client***"), a Municipal Corporation, organized and existing under the laws of the State of California (each of TerraVerde and Client, being a "***Party***", and together the "***Parties***").

RECITALS

A. Client is considering the feasibility of installing or implementing equipment, maintenance, load management techniques and equipment, or other measures to monitor and/or control systems and conditions, manage energy use or make for a more efficient use of energy and/or installing alternative energy equipment that produces energy from alternative energy sources such as solar and other alternative energy sources.

B. TerraVerde is specially trained, experienced and qualified to provide advisory services in connection with alternative energy projects and conservation measures. TerraVerde represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the professional services herein contemplated.

C. Client desires that TerraVerde assist Client in analyzing, evaluating and potentially developing an alternative energy project or transaction in consideration for the development fees described herein.

D. Client further desires that, if Client elects to proceed with any such alternative energy projects or transactions, TerraVerde also provide Client asset management services in connection with such project, transaction or program, in consideration for the asset management fees described herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Unless defined elsewhere in this Agreement, capitalized terms used herein shall have the meanings set forth in this Section 1:

(a) "***Client Owned Project***," means an energy project to be fully owned by the Client.

(b) "***Alternative Energy Equipment***" means equipment for the production or conversion of energy from alternate sources as its primary fuel source, such as solar, biomass,

wind, geothermal or any other source of energy.

(c) “**Energy Management Transaction**” means any of the following: the acquisition, development, construction and/or installation of Alternative Energy Equipment by the Client.

2. Project Development Term; Asset Management Term.

(a) Project Development Term. The “**Project Development Term**” shall commence on the date of this Agreement and expire on the date which is thirty-six (36) months after the date of this Agreement, or completion of the solar project, whichever is shorter, unless the parties mutually agree to extend the Agreement in writing.

(b) Asset Management Term. Means any period during which TerraVerde is obligated to provide Asset Management Services under this Agreement as described in Section 4(c).

(c) Termination For Cause. Either party may terminate this Agreement at anytime upon a material breach of any term of this Agreement. Prior to such termination the Party seeking termination shall provide written notice to the other Party of the reason for such termination, and the other Party shall be afforded thirty (30) days from such notice in which to cure the alleged defect. If the defaulting Party fails to cure, the Agreement will terminate upon the expiration of the thirty (30) day notice period, unless otherwise agreed to by the Parties. In the event the default cannot reasonably be cured within the thirty (30) day period, the defaulting Party shall be afforded a reasonable period of time beyond the thirty (30) days in which to cure, provided that the defaulting Party sustains a consistent, reasonable and good faith effort to cure such default promptly upon notice of default from the other Party.

3. Exclusivity. During the Project Development Term, TerraVerde shall have exclusive rights to develop and provide advisory services similar to the services described herein to Client in connection with any Energy Management Transaction entered into by Client. Upon termination of the Agreement by client, with cause, TerraVerde’s exclusive rights to develop and provide advisory services similar to the services described herein to Client in connection with any Energy Management Transaction entered into by Client shall terminate as of the effective date of the Agreement’s termination.

4. TerraVerde’s Services.

(a) Initial Services. During the Project Development Term of this Agreement, TerraVerde shall provide the following services to Client:

- i. Evaluate/analyze Client’s electricity usage and rates/costs;
- ii. Produce project cash flow scenario(s) for each type of potential Energy Management Transaction requested by Client, and work with Client to determine which type of potential Energy Management Transaction is most appropriate and beneficial for Client;
- iii. Develop preliminary project sizing, production and savings projections and

assumptions;

- iv. Assist Client in conducting a competitive bidding and/or procurement process in accordance with all applicable law, including but not limited to California Government Code Section 4217.12, for Energy Management Transaction proposals;
- v. Examine impact of various project financing options on projected cost savings for any Energy Management Transaction under consideration. Serve as liaison/facilitate business negotiations with third parties for such Energy Management Transaction(s) (as requested and needed); and
- vi. Oversee project implementation, contract compliance, systems commissioning and documentation for such Energy Management Transaction between Client and third party.

(b) Services after Client Enters into an Energy Management Transaction.

- i. Client Owned Project. If the Client enters into a binding engineering, procurement and construction contract or other contract for a Client Owned Project with a third party (an “**EPC Contract**”), then TerraVerde shall provide the following additional services:

- 1. Assist Client in applying for applicable project incentives and subsidies for the Client Owned Project (as requested and needed);
- 2. Procure, on behalf of Client, an independent engineer, if both Client and TerraVerde agree it is necessary, or if required to obtain permits by authority having jurisdiction, to review the installation work, verify that such work conforms to the plans and specifications, perform any applicable performance tests and perform such other tasks as deemed necessary or useful;
- 3. Monitor progress under any EPC Contract and recommend approval of any requests for payment under the EPC Contract consistent with the requirements of such contract; and
- 4. Assist Client with general oversight of construction/installation of the Client Owned Project (as requested/needed).

- ii. Energy Savings Transaction. If the Client enters into an energy savings or energy cost savings contract or other binding contract for an Energy Savings Transaction with a third party, then TerraVerde will provide the following additional services:

- 1. Assist Client in applying for applicable project incentives and subsidies for the Energy Savings Transaction (as requested and needed).

2. Assist Client with general oversight of construction/installation of the Energy Conservation Measures (as requested/needed).

(c) Services Provided Upon Project Commissioning.

- i. Client Owned Project. With respect to a Client Owned Project, commencing on the date of project commissioning and continuing for two (2) years thereafter ("***Asset Management Services Term***"), TerraVerde shall provide the services listed below. After the initial two year period, the Asset Management Services Term will terminate automatically at the conclusion of the term; provided, however, the Client may elect to extend the Asset Management Services Term by providing written notice to TerraVerde no later than 30 days prior to the end of the then current term, unless TerraVerde notifies the Client within 15 days of receipt of Client's election to extend the term that it will not agree to any extension of the Asset Management Services Term. The "***Asset Management Services***" shall include:
 1. Preparation and delivery of quarterly performance monitoring reports;
 2. Preparation and delivery of an annual energy savings assessment;
 3. Warranty enforcement and administration;
 4. Addressing alarms and manage alarm resolution (i.e., calls to police, fire department, local utility, etc.), if applicable;
 5. Annual system inspection, equipment calibration and testing (if necessary);
 6. Environmental attribute (renewable energy credits, carbon offsets, etc.) tracking and registration, if applicable; and
 7. Assessment of need for and management of services for annual PV module washing and vegetation clearing, if applicable.
- ii. Energy Savings Transactions. For Energy Savings Transactions, the Parties generally expect that the third party installer of the Energy Conservation Measures will perform the Asset Management Services listed above and the Client will not need to perform, or engage anyone to perform these tasks. If the Client wants TerraVerde to monitor the installer's completion of one or more of the tasks listed in Section 4(c)(i), the Client and TerraVerde shall work together to establish the scope of services to be provided.

5. Client Responsibilities and Acknowledgements.

(a) Responsibilities. The Client has the following responsibilities:

- i. The Client has ultimate authority, responsibility and discretion for deciding whether or not to proceed with an Energy Management Transaction, and whether or not to negotiate and enter into any contracts with third parties.

- ii. The Client is responsible for selecting any applicable bidding or selection process for contracting with third parties, and Terra Verde is not responsible for ensuring that such process complies with applicable law.
- iii. The Client is responsible for ensuring that any Energy Management Transaction and the Client's entering into and performing its obligations under any arrangements or contracts with third parties complies with applicable law and Client's other contractual obligations.
- iv. The Client is responsible for performing all of its obligations under any contracts with third parties, and for ensuring such contracts comply with applicable law.
- v. The Client shall provide TerraVerde (and its agents) with reasonable access to facilities, sites or data for activities associated with this Agreement at reasonable times and upon reasonable advance notice. TerraVerde (and its employees, agents and subcontractors) shall notify the site administrator prior to entry onto Client's property and shall follow the Client's rules for entry onto Client property. Terra Verde shall not access Client's facilities, sites, or data without Client's prior consent.
- vi. The Client has ultimate responsibility for applying for any applicable incentives and subsidies for the Energy Management Transaction and satisfying the requirements of such incentives and subsidies.
- vii. The Client has ultimate responsibility for securing financing for the Energy Management Transactions.
- viii. The Client agrees to complete, execute and deliver a Notice of Minimum Savings substantially in the form set forth on **Exhibit A** (a "**Notice of Minimum Savings**") prior to TerraVerde assisting client with any formal bidding or procurement process.

(b) Acknowledgements. The Client acknowledges that:

- i. TerraVerde is not providing any legal advice to Client and Client shall rely on the advice of its own counsel.
- ii. TerraVerde is not providing any advice to or on behalf of Client with respect to any municipal financial products or the issuance of municipal securities and is not undertaking any solicitation of Client with respect to municipal financial products or the issuance of municipal securities.
- iii. TerraVerde does not control and is not responsible for third parties performing their obligations under any contracts with Client.
- iv. While TerraVerde will prepare all analyses and projections competently, using reasonable assumptions, and in good faith, TerraVerde does not guaranty any particular level of power production, cost savings or other results.
- v. Except as otherwise required by law, the Client agrees that TerraVerde, with

prior approval and consultation with Client, will manage inquiries from the public, media, press, agencies, and other interested parties as to any and all information related to any Energy Management Transaction, and that TerraVerde will also manage on behalf of the Client, with prior approval and consultation with Client, any and all outbound communications in the form of email, press release, interview, marketing, verbal, or otherwise. TerraVerde shall also manage communications related to the project by any contractors, consultants, financiers, or any other third parties. Terra Verde shall promptly transmit to Client, all communications received. Terra Verde shall not make any representations on behalf of Client or otherwise act as Client agent. Client does not authorize Terra Verde to send or receive any communications contemplated in this section without the prior approval of Client.

6. Compensation of TerraVerde. The Parties agree that the Client shall not be obligated to pay any compensation to TerraVerde for its services unless and until Client is able to close a financing of any applicable Energy Management Transaction sufficient to realize the minimum savings set forth in the Notice of Minimum Savings, and Client provides written notice to TerraVerde of such facts along with any supporting documentation reasonably requested by TerraVerde. If the Client does not obtain such financing or if the Energy Management Transaction is not completed through no fault of the Client, or if the Client chooses not to proceed with any Energy Management Transaction for any reason then the Client is not obligated to pay TerraVerde any compensation for any services provided by TerraVerde pursuant to this Agreement, subject only to a potential service fee under Section 7(d).

7. Fees.

(a) Development Fee. In consideration for the project development services described herein provided with respect to any Energy Management Transaction entered into by Client hereunder, the Client shall pay to TerraVerde, subject to Section 6, a fee for such Energy Management Transaction (a "**Development Fee**"), of 8.75% of the Total Project Contract Cost. The Development Fee shall be fully earned upon execution of a binding contract for an Energy Management Transaction. "**Total Project Contract Cost**" means all direct costs and expenses incurred by Client in designing, developing, purchasing, constructing, installing and permitting the Alternative Energy Equipment or Energy Conservation Measures contemplated for such Energy Management Transaction.

(b) Payment of Development Fee. The Development Fee for any Energy Management Transaction shall be paid to TerraVerde as follows:

- i. 50% of the Development Fee shall be paid upon execution of financing and a binding contract with a third party for such Energy Management Transaction, whichever is sooner;
- ii. 10% of the Development Fee shall be paid upon the issuance of a notice to proceed with construction or installation of the applicable Alternative Energy Equipment or Energy Conservation Measures;

- iii. 30% of the Development Fee shall be paid at the time the applicable Alternative Energy Equipment or Energy Conservation Measures begins generating power or energy savings for the Client on a continuous and regular basis (pro rating such payment as appropriate if portions of the Alternative Energy Equipment or Energy Conservation Measures are implemented at different times); and
- iv. The remaining 10% of the Development Fee shall be paid upon final completion of any remaining punchlist items with respect to the Alternative Energy Equipment or Energy Conservation Measures.

(c) Asset Management Services Fee.

- i. Client Owned Project for Alternative Energy Equipment. For Asset Management Services provided hereunder with respect to any Client Owned Project for Alternative Energy Equipment acquired by Client during the Project Development Term, the Client shall pay to TerraVerde in the first year of the Asset Management Services Term an annual fee equal to 2.2 cents per kilowatt hour (\$0.022/kWh) projected to be produced within the first year of operation for such Client Owned Project ("***Asset Management Services Fee***"), and increasing by 3.5% annually thereafter. The Asset Management Services Fee will be paid in advance at project commissioning for the first year of the Asset Management Services Term and on each anniversary of project commissioning thereafter during the Asset Management Services Term.

(d) Service Fee if Client Rejects Successful Bidder. To the extent that (i) TerraVerde assists Client in conducting a bidding or procurement process for Energy Management Transaction proposals, and (ii) such bidding/procurement process results in Client receiving one or more bids or proposals from qualified, responsive, and responsible bidders/proposers meeting the minimum savings identified on the applicable Notice of Minimum Savings and all other bidding requirements designated by the bid documents and applicable law, and (iii) notwithstanding (ii), Client elects not to enter an agreement for an Energy Management Transaction with any bidder/proposer submitting a qualifying bid/proposal within ninety (90) days of the deadline for receipt of bids/proposals, then Client shall pay to TerraVerde, for its services provided hereunder, a fee of twenty-thousand dollars (\$20,000) (the "***Service Fee***"). The Service Fee shall be payable within ninety (90) days of the deadline for receipt of bids. TerraVerde shall determine whether such Minimum Savings thresholds have been met in its reasonable discretion exercised in good faith and shall provide a written explanation of its determination to Client. Notwithstanding the foregoing, if the Client makes good faith diligent efforts to obtain financing for such Energy Management Transaction and is either unable to obtain such financing or unable to obtain such financing on terms sufficient to satisfy the minimum savings described in the Notice of Minimum Savings and Client elects not to proceed with such Energy Management Transaction solely because of such failure to obtain such financing, then Client shall not be obligated to pay the Service Fee to TerraVerde, provided that Client provides written notice to TerraVerde of such facts along with any supporting documentation reasonably requested by TerraVerde.

(e) Development Fee if Client Violates Exclusivity Clause. Client agrees that

if it enters into an Energy Management Transaction in contravention of Section 3 then Client shall, upon entering into such Energy Management Transaction, pay TerraVerde a Development Fee for such Energy Management Transaction as calculated under Section 7(a), whether or not TerraVerde provides any services with respect to such Energy Management Transaction. Client acknowledges that any breach of Section 3 will cause TerraVerde material economic harm (including, for example, loss of Development Fees) and that adequate damages in the event of Client's breach of this Section 3 will be difficult if not impossible to calculate. The Parties acknowledge and agree that such amounts represent a reasonable estimate of anticipated damages to TerraVerde and do not constitute a penalty.

(f) Client further agrees not to utilize materials referring or referencing any potential ***Energy Management Transaction*** prepared by TerraVerde and provided to Client during the period beginning upon the expiration of the Project Development Term through the date which is eighteen (18) months after the expiration of the Project Development Term.. This payment obligation shall survive termination of the Agreement.

(g) Client Bears its Own Project Costs Expenses. Client acknowledges that in addition to the fees payable to TerraVerde, it will be responsible for (a) all project development & installation costs in connection with any Energy Management Transaction, including without limitation, all system installation costs (under an EPC contract or otherwise), construction contingency, third party engineering, third party inspection & permitting (including but not limited to any state agencies with oversight of the project and any independent inspectors of record), third party commissioning, inspection & testing, third party consulting & underwriting costs, transmission network upgrade costs, costs of qualifying for and registering for environmental attributes, insurance costs, and all other development and construction costs, (b) any and all costs of obtaining construction and/or permanent financing, including any fees, reserves (such as debt service reserve funds), closing costs, third party financial consulting, capital costs of issuance, underwriter's discounts & fees, bond insurance, escrow or trustee costs, and any other financing costs, (c) any costs of professional services in connection with the foregoing or the negotiation of any third party contracts, including, without limitation, legal, accounting and consulting expenses, and (d) any operations, maintenance and repair costs of any Energy Management Transaction.

8. No Additional Agreements; Definitive Documentation. Neither the execution of this Agreement, the holding of discussions or negotiations nor the exchange of material or information shall be construed as creating a binding obligation on Client to enter into any agreement with respect to or otherwise consummate any Energy Management Transaction. Client reserves the right, in its sole discretion, to reject any and all proposals made by any third party with regard to any Energy Management Transaction and to terminate related discussions and negotiations at any time. Client's termination of such discussions or negotiations will not affect any of the obligations of the Parties under this Agreement. If Client proceeds with an Energy Management Transaction, Client will document the terms and conditions in writing (including, for example, a power purchase agreement, a site or equipment lease, an EPC Contract and/or other project and financing documents) as negotiated by the Client and any applicable third parties, which shall contain the economic and other material terms of the Energy Management Transaction. Client acknowledges that it is solely responsible for negotiating any written agreement with any third parties and ensuring that such documents adequately protect Client and satisfy the Client's economic, power and other requirements. Client acknowledges that TerraVerde does not control

and is not responsible for the performance or conduct of any third parties contracting with the Client and holds TerraVerde harmless for all acts or omissions of such third parties.

9. Confidentiality

(a) Confidential Information. TerraVerde may, from time to time, disclose trade secrets, including without limitation, financial tools, formulas and models marked as confidential ("**Confidential Information**") to the Client or its representatives for the purpose of evaluating the Energy Management Transaction.

(b) No Disclosure. Client acknowledges that the Confidential Information is known only to certain individuals at TerraVerde who are using it to produce a service of commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it and, as such, the Confidential Information constitutes trade secrets under California Government Code Section 6254.7(d). The Client and its officers, commissioners, employees, agents, council members, attorneys and directors, as those terms may apply to the Client, use the information solely for evaluating one or more Energy Management Transactions and shall not disclose any of the Confidential Information in any manner whatsoever, except as required by law, including the California Public Records Act. If at any time, Client is legally required to disclose such Confidential Information, Client shall give TerraVerde sufficient advance notice to take action to protect such information and shall cooperate with TerraVerde in such effort to the extent that Client is legally permitted to do so.

(c) Likewise, employees of TerraVerde in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of Client. TerraVerde covenants that all data, documents, discussion, or other information developed or received by TerraVerde or provided for performance of this Agreement are deemed confidential and shall not be disclosed by TerraVerde without written authorization by Client.

10. Representations of each Party. Each Party represents that: (a) it has the power and authority, and the legal right, to execute, deliver and perform this Agreement; (b) it has taken all necessary governmental or organizational action to authorize the execution, delivery and performance of this Agreement; (c) no consent or authorization of, filing with, notice to or other act by, or in respect of, any governmental authority or any other person or entity is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement; (d) this Agreement has been duly executed and delivered by such Party (e) this Agreement and the performance of the obligations hereunder have been duly authorized and (f) this Agreement is a legal, valid and binding obligation of such party enforceable against such Party in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to (i) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law); (g) the execution, delivery and performance of this Agreement by such Party will not violate, conflict with, require consent under or result in any breach or default under (i) any of its organizational documents, (ii) material contracts, or (iii) any applicable law.

11. Additional Responsibilities of TerraVerde.

(a) Conformance to Applicable Requirements. All work prepared by TerraVerde is subject to the approval of the Client and any and all applicable regulatory State agencies, and shall be the property of the Client.

(b) Coordination of Services. TerraVerde agrees to work closely with the Client staff in the performance of the services contemplated by this Agreement and shall be available to the Client's staff and other consultants at all reasonable times.

(c) Standard of Care. TerraVerde shall perform all services contemplated under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. TerraVerde represents and maintains that it is skilled in the professional calling necessary to perform all such services. TerraVerde warrants that all of TerraVerde's employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. TerraVerde further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform such services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of TerraVerde's employees who are determined by the Client to be uncooperative, incompetent, a threat to the adequate or timely completion of the project(s) contemplated by this Agreement, a threat to the safety of persons or property, or any of TerraVerde's employees who fail or refuse to perform the services in a manner acceptable to the Client, shall be promptly removed from the the project(s) by the TerraVerde and shall not be re-employed to perform any services or to work on the project(s).

(d) Laws and Regulations. TerraVerde shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of its services contemplated under this Agreement, and shall give all notices required by law. TerraVerde shall be liable for all violations of such laws and regulations in connection with the services provided hereunder.

12. Indemnification. TerraVerde shall be solely responsible for, and shall indemnify, defend (by counsel reasonably satisfactory to the Client), and hold the Client, its officers, directors, agents, and employees acting for or on behalf of Client (collectively "**Indemnified Parties**") harmless from and against any and all costs, claims, damages, losses, causes of action, liability, and expenses (including but not limited to reasonable attorneys' fees and expert witness fees) to the extent arising out of, or resulting from any claim or cause of action by an individual for death, bodily injury and/or property damage caused, either directly or indirectly, by the gross negligence or willful misconduct of TerraVerde or any of its agents, representatives, employees, or contractors, except to the extent that such cost, claim, damage, loss, cause of action, liability, or expense was caused by the negligence or willful misconduct of the Client, its agents, representatives or employees. It is a condition to TerraVerde's obligations under this Section that such Indemnified Parties provide timely notice of any third party claim with respect to which TerraVerde may have liability under this Section. TerraVerde shall have the right to assume control of the defense of any such third party claims. TerraVerde shall have the right to settle or compromise any such claims provided that TerraVerde has received such Indemnified Parties'

written consent, which consent shall not be unreasonably withheld or delayed. If TerraVerde has assumed such defense, the Indemnified Parties may participate in such defense at their sole cost and expense, and TerraVerde shall not be obligated to pay for the legal fees of any counsel other than its own, unless representation of such Indemnified Parties and TerraVerde by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. TerraVerde's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Client, its directors, officials officers, employees, agents, or volunteers.

13. No Release. The expiration or termination of this Agreement, for any reason, shall not release either Party from any liability to the other Party, including any payment obligation that has already accrued under Section 7 or otherwise hereunder.

14. Survival. Notwithstanding anything to the contrary contained herein, Sections 7 (to the extent the right to payment has already accrued), 9, 11 through 16 and 18 through 24 and any other provision that must survive the termination of this agreement in order to give full force and effect to the intent of the Parties shall survive termination of this Agreement.

15. Insurance.

(a) TerraVerde shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit B attached hereto.

(b) Time for Compliance. TerraVerde shall not commence work under this Agreement until it has provided evidence satisfactory to the Client that it has secured all insurance required under this section.

16. Successors and Assigns. This Agreement and each Party's obligations hereunder shall be binding on the representatives, assigns, and successors of such Party and shall inure to the benefit of the assigns and successors of such party. Neither Party shall assign this Agreement without the prior written consent of the other Party.

17. Governing Law. This Agreement and all matters arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in the appropriate court in Fresno County, California, subject to any lawful change of venue.

18. Entire Agreement. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

19. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect and are not affected or impaired in any way.

20. Amendments. This Agreement may not be amended or modified except in writing signed by each of the Parties to the Agreement.

21. No Partnership/Agency. TerraVerde shall perform its obligations under this Agreement as an independent contractor of the Client. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency, employment or fiduciary relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

22. No Restriction on Business of TerraVerde. Nothing contained herein shall restrict the business activities of TerraVerde and TerraVerde shall be free to enter into similar agreements and arrangements with other parties.

23. Conflicts of Interest. Neither TerraVerde nor its members, employees or agents shall have a financial interest in any Energy Management Transaction entered into by the Client other than TerraVerde's rights under this Agreement. Client acknowledges that TerraVerde may have previously had or may currently have agreements or a business relationship with or received compensation from other parties to such an Energy Management Transaction and TerraVerde may enter into agreements or business relationships or receive compensation from such third parties in the future, provided that (i) such agreements, relationships or compensation are not related to or contingent upon Client or any such Energy Management Transaction and (ii) TerraVerde does not and will not have any financial interest in any such Energy Management Transaction other than TerraVerde's rights under this Agreement. TerraVerde agrees to comply with all laws related to conflict of interest including, but not limited to, Government Code section 1090, et seq.

24. Third Parties. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the Parties.

25. Interpretation. This Agreement shall be construed as to its fair meaning and not strictly for or against either Party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

26. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given on the date sent if delivered by hand or by email with an attachment in a portable document format (.pdf) or similar file format, on the next business day if sent by overnight courier or on the third business day if sent by United States mail, postage prepaid, to each party at the following address (or at such other address as a Party may specify by notice under this section):

If to TerraVerde:

TerraVerde Renewable Partners, LLC
1100 Larkspur Landing, Suite 155
Larkspur, CA 94939
Attention: Rick Brown, PhD
Email: Rick.Brown@TVRPLLC.com

If to Client:

City of Firebaugh
1133 P Street
Firebaugh, CA 93622
Attention: City Manager
Email: citymanager@ci.firebaugh.ca.us

27. Counterparts. This Agreement may be signed in counterparts, which together shall constitute one agreement. The delivery of an executed counterpart of this Agreement by portable document format (.pdf) shall be deemed to be valid delivery thereof.

28. Non-Waiver. None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is expressly specified in writing.

29. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

[SIGNATURE PAGE FOLLOWS]

The Parties have entered into this Advisory Services Agreement as of the date first written above.

TERRAVERDE RENEWABLE PARTNERS,
LLC,
a Delaware limited liability company

By: _____
Rick Brown, PhD
President

Date: _____

FIREBAUGH, CITY OF

By: _____

Date: _____

EXHIBIT A

NOTICE OF MINIMUM SAVINGS

Reference is made to that certain Advisory Services Agreement, between TerraVerde Renewable Partners, LLC ("***TerraVerde***") and City of Firebaugh, a Municipal Corporation, organized and existing under the laws of the State of California (the "***Client***"), dated as of _____, 2015. The undersigned Client hereby certifies to TerraVerde that a qualifying bid shall be a bid that meets the following criteria:

(1) The applicable Energy Management Transaction is projected to produce aggregate cost savings of \$ _____ (net of financing costs) over Client's current grid-based power for the first year after such Energy Management Transaction becomes fully operational.

(2) The applicable Energy Management Transaction is projected to produce aggregate cost savings of \$ _____ (net of financing costs) over Client's current grid-based power (subject to escalation as set forth in the pro formas prepared by TerraVerde) for the first five (5) years after such Energy Management Transaction becomes fully operational.

(3) The applicable Energy Management Transaction is projected to produce aggregate cost savings of \$ _____ (net of financing costs) over Client's current grid-based power (subject to escalation as set forth in the pro formas prepared by TerraVerde) for the first twenty-five (25) years after such Energy Management Transaction becomes fully operational.

The Client acknowledges that TerraVerde shall determine whether such thresholds have been met in its reasonable discretion exercised in good faith. Terra Verde shall provide Client with a written explanation and supporting documentation substantiating such determinations.

The Client acknowledges that the standards above are projections and that TerraVerde is not guaranteeing any particular level of power production, cost savings or other results.

Client: CITY OF FIREBAUGH

Signature: _____

Name: _____

Title: _____

EXHIBIT B

Insurance

A. TerraVerde shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the Client as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or, in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, TerraVerde shall furnish the Client with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Client. As an alternative to the Client's forms, TerraVerde's insurer may, subject to the approval of the Client, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. TerraVerde agrees to furnish one copy of each required policy to the Client, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the Client shall not relieve or decrease any liability of TerraVerde.

C. In the case of the professional liability insurance required by this Section, TerraVerde's insurer must provide a complete, certified copy of the policy.

D. In addition to any other remedy the Client may have, if TerraVerde fails to maintain the insurance coverage as required in this Section, the Client may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Client may deduct the cost of such insurance from any amounts due or which may become due TerraVerde under this Contract.

E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Client.

F. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the Client.

G. Aggregate Limits/Impairment.

If any of the above-required insurance coverages contain annual aggregate limits, you must give the Client notice of any pending claim or lawsuit which may diminish the aggregate. You must take steps to restore the impaired aggregates or provide replacement insurance protection. The Client has the option to specify the minimum acceptable

aggregatelimit for each line of coverage required. No substantial reductions in scope of coverage which may affect Client's protection, are allowed without Client's prior written consent.

H. The requirement as to types, limits, and the Client's approval of insurance coverage to be maintained by TerraVerde are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by TerraVerde under the Contract.

I. TerraVerde and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Client. The maintenance by TerraVerde and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of TerraVerde or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Client as a material breach of this Contract.

J. Worker's Compensation and Employer's Liability Insurance.

1. Worker's Compensation - Insurance to protect TerraVerde, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The TerraVerde shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

2. The insurer shall agree to waive all rights of subrogation against the Client for losses arising from work performed by TerraVerde.

K. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

The comprehensive general liability insurance and the automobile liability insurance coverages shall also include, or be endorsed to include, the following:

1. Provision or endorsement naming the Client and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of TerraVerde; premises owned, occupied or used by TerraVerde; or automobiles owned, leased, hired or borrowed by TerraVerde. The coverage shall contain no special limitations on the scope of protection afforded to the Client, its officers, officials, employees or volunteers.

2. Provision or endorsement stating that for any claims related to this project, TerraVerde's insurance coverage shall be the primary insurance in respect to the Client, its officers, officials, employees and volunteers to the extent the Client is an additional insured. Any insurance or self-insurance maintained by the Client, its officers, officials, employees or volunteers shall be in excess of TerraVerde's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

3. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the Client, its officers, officials, employees, or volunteers.

4. Provision or endorsement stating that TerraVerde'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. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by TerraVerde under the Contract, including, without limitation, that set forth in Section 15, Indemnity and Litigation Costs.

L. Professional Liability.

The TerraVerde and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.

MEMORANDUM

Subject: Requested agenda item and info:

I foresee profits for this years parade as we are adding additional opportunities for profit I.e wine tasting , names on a banner. I would like to discuss where monies are currently going and where council feels they should go. I am writing this in a bit of a hurry so if you would clarification I can go by after work.

Council Member,
Freddy



STAFF REPORT

TO: Mayor Craig Knight and Council Members
FROM: Pio Martin, Finance Director
DATE: October 19, 2015
SUBJECT: Staff Report

- September 2015:

1st Quarter Comparison Year over Year			
	FY 15-16	FY 14-15	Increase / (Decrease)
Property Taxes	\$ 2,744.32	\$ 5,390.21	-96.41%
Sales Tax	\$ 106,092.10	\$ 111,570.22	-5.16%
Utility Users Tax - Gas & Electric	\$ 153,044.03	\$ 159,975.22	-4.53%
Utility Users Tax - Telephone	\$ 3,728.84	\$ 8,065.78	-116.31%
General Fund Revenue	\$ 411,660.58	\$ 405,124.53	1.59%
General Fund Expenses	<u>\$ 570,350.63</u>	<u>\$ 589,151.55</u>	-3.30%
Net	\$ (158,690.05)	\$ (184,027.02)	-15.97%
Water Revenue	\$ 658,900.00	\$ 667,209.65	-1.26%
Water Expenses	<u>\$ 171,928.74</u>	<u>\$ 295,765.20</u>	-72.03%
Net	\$ 486,971.26	\$ 371,444.45	23.72%
Sewer Revenue	\$ 401,496.61	\$ 405,481.38	-0.99%
Sewer Expenses	<u>\$ 311,475.21</u>	<u>\$ 332,828.30</u>	-6.86%
Net	\$ 90,021.40	\$ 72,653.08	19.29%
Solid Waste Revenue	\$ 104,412.66	\$ 103,459.98	0.91%
Solid Waste Expenses	<u>\$ 90,442.59</u>	<u>\$ 76,932.36</u>	14.94%
Net	\$ 13,970.07	\$ 26,527.62	-89.89%

- Hired new employee Maria Cuen for Utility Billing and Customer Service. Maria's main job will be the billing cash receipt of the water, sewer, and refuse billing. As she becomes familiar with her day to day work other duties will be assigned. Nancy Vaca will be moved to Accounts Payable.
- City made electronic payment for Sewer Revenue Bond of 1976 Division No. 1 and No. 2 of \$700.00. Final payment of the Sewer Revenue Bond of 1976 will be February 2016.

Staff Report City of Firebaugh Public works Department

To: Mayor Craig Knight and City Council Member

From: Ben Gallegos, Public Works Director

Date: October 19, 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. The operators have been doing routine sampling and monitoring of both water and sewer water.
4. Repairing sewer laterals on River lane.
5. Monitoring Toma- Tek flows.

Streets

The Street Department has been working on the following:

1. The PW crew continue performing street pot hole repairs.
2. Conducting preventative maintenance in the City's storm drain ponds, disking, weed removal.

Parks

The Crew has been working on the following:

1. They continue to respond to dog call; fifteen dogs were taken to Country Veterinary.
2. They continue to maintain all city parks and landscape areas.

City Projects:

1. Steve Dovali Construction continue to work on the Well #17 project.

SEPT. 2015

CITY OF FIREBAUGH

EMS	52
MOTOR VEHICLE ACCIDENT	4
VEGETATION FIRE	3
PG&E POWER POLE FIRE	2
STRUCTURE FIRE	1
VEHICLE FIRE	1
PUBLIC EVENT MEDICAL STAND BY	1
FALSE ALARM	2
MEDICAL RESCUE	1
HAZARDOUS CONDITION	1

FRESNO COUNTY FIRE PROTECTION DISTRICT

EMS	4
MOTOR VEHICLE ACCIDENT	2
VEGETATION FIRE	1
DEBRIS FIRE	1
STRUCTURE FIRE	4
ELECTRICAL HAZARD	1
FALSE ALARM	1

MADERA COUNTY FIRE DEPARTMENT

EMS	2
MOTOR VEHICLE ACCIDENT	4
VEGETATION FIRE	3
FALSE ALARM	1

TOTAL INCIDENTS FOR SEPTEMBER 2015	91
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A handwritten signature in black ink, consisting of a stylized, cursive letter 'P' followed by a long horizontal stroke extending to the right.



FIREBAUGH POLICE DEPARTMENT

Memo

To: Honorable Mayor Craig Knight and Council Members
From: Salvador Raygoza, Police Chief
cc: Kenneth McDonald, City Manager
Date: 10/15/2015
Re: Staff Report

MONTHLY CRIME ANALYSIS:

During the month of September 2015, the crime rate has stayed about the same as previous months. Our crime rate is low, compared to other cities within Fresno and Madera County. We did have an attempted double murder, which was isolated, and the suspect was arrested. See major case details below.

Officers pulled Eighty-four reports during this month, which can be classified as crime reports, incident reports and traffic accidents. The majority of reports taken were non-criminal and classified as incident reports. Officers issued 124 traffic citations and there were only four traffic accidents reported within the city limits.

I have attached a monthly report of calls for service for the month, which came into our dispatch center. Citizens calling into our dispatch center or officers conducting self-initiated activity generate the calls. (See attached stats for calls for service)

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

SIGNIFICANT CASES:

On Wednesday September 30th, at approx. 4:52 am, Officer Fernando Martinez responded to a 9-1-1 call in the 1800 block of Allardt Drive. A male subject reported to dispatch that he had just killed his family by cutting their necks. Officer Martinez located two victims with lacerations to their necks and blunt force trauma to their heads. Officer Martinez and a Mendota PD Officer located suspect in garage crying and detained him without incident. After securing the suspect, Officer Martinez and fire department personnel then rendered first aid to the victims.

Upon my arrival on scene and briefed on the incident; I was informed by EMT staff that there was a possibility the victims were not going to survive their injuries, therefore I requested that the Fresno County Sheriff Department take over this case due to its access to resources and expertise in these types of investigations.

I have visited with family members a few times, within the last two weeks. I was informed that one of the victims was still in critical condition and the second victim was stable, but guarded condition at Fresno Community Center. The suspect has been charged with two counts of attempted murder and is currently in custody at Fresno County Jail pending trial.

On Saturday 09/26/2015 at 10:07 pm, Officer Santoyo contacted a wanted subject at the entrance to rodeo grounds. The subject refused to surrender to Officer Santoyo, after being told about an outstanding warrant. This individual then rushed the officer and engaged in a physical altercation. The subject was subsequently taken into custody with the assistance of back-up officers. The subject was transported to the police department for booking and later to the Fresno County Jail for the warrant with an additional felony assault charges on the peace officer.

This month we encountered a residential and a commercial burglary. Officers are currently investigating these incidents and with help of surveillance video, we are very helpful in closing the commercial burglary with an arrest.

PERSONNEL:

The department's personnel strength stands at 21, including 11 sworn officers, 4 full time dispatchers, 4 reserve officers and 3 part-time dispatchers.

We also have, two college interns volunteering in the office, which have been very helpful. Both interns are majoring in criminology with a hope to work someday in the law enforcement area.

FIREBAUGH POLICE DEPARTMENT
patrol Summary Report
for 09/01/2015 thru 09/30/2015

1

Calls for Service	% of Total	Count
Priority 1	4.5	37
Priority 2	62.7	520
Priority 3	32.8	272
Total	100	829

Average Calls per Day	27.6
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Average	Queue Time	Response Time
Priority 1	1.3 minutes	4.4 minutes
Priority 2	0.8 minutes	1.8 minutes
Priority 3	4.5 minutes	7.1 minutes

Average Minutes per Call	27.6
Total Consumed hours	1,268.6

All Call Types	% of Total	Count
Public Initiated	32.7	271
Officer Initiated	65.9	546
Directed Patrol	0	0
Administrative	1.4	12
Total	100	829

Average Calls per Day	% of Avg	Average Calls
Sunday	69.9	19.3
Monday	79	21.8
Tuesday	92	25.4
Wednesday	80.4	22.2
Thursday	85.5	23.6
Friday	146.7	40.5
Saturday	133.3	36.8

Consumed Time	Time
Public Initiated	600.8 hours
Officer Initiated	640.9 hours
Directed Patrol	0.0 hours
Administrative	26.9 hours
Total Consumed hours	1,268.6 hours



FIREBAUGH POLICE DEPARTMENT

2015 Monthly Stats

	January	February	March	April	May	June	July	August	September	October	November	December	2015 totals
Murder	0	0	0	0	0	0	0	0	0				0
Sex Offense	1	1	1	0	0	1	1	1	0				6
Robbery	0	0	1	0	0	1	0	0	0				2
Felony Assault	1	0	1	0	0	0	1	2	3				8
Misdemeanor Assault	2	0	1	2	0	0	1	2	3				11
Felony Domestic	3	0	2	1	1	1	1	1	0				10
Misdemeanor Domestic	2	2	1	3	1	3	1	1	1				15
Residential Burglary	1	1	2	1	0	0	1	3	2				11
Commercial Burglary	2	0	0	1	0	1	0	1	3				8
Stolen Vehicles	0	1	0	1	3	1	1	2	2				11
Grand Theft	1	1	1	1	0	0	0	0	0				4
Petty Theft	1	3	2	3	4	3	4	1	5				26
Vehicle Burglary	2	3	1	1	2	1	1	0	2				13
ID Theft/Fraud	4	1	2	0	2	0	1	1	0				11
Embezzlement	0	0	0	1	0	0	0	0	0				1
Arson	0	0	0	0	0	0	0	0	0				0
Vandalism	3	5	4	5	1	1	5	7	4				35
Threats Cases	1	1	1	1	2	1	2	4	1				14
Hate Crimes	0	0	0	0	0	0	0	0	0				0
Gang Cases	0	0	0	0	0	0	0	0	0				0
Traffic Accidents	3	1	7	3	3	0	2	3	4				26
DUI Arrests	7	5	7	7	3	9	8	5	3				54
Narcotic Cases	4	3	4	2	6	7	9	4	5				44
Warrant Arrests	11	3	5	7	10	11	9	13	7				76
Drunk In Public	0	3	1	1	1	5	2	3	3				19
Mental Health Reports	1	1	2	2	4	1	1	1	3				16
Runaway/Missing	1	1	1	1	0	1	2	0	1				8
TOTALS	42	36	47	44	43	48	53	55	52	0	0	0	429