

**SPECIAL MEETING AGENDA**  
**The City Council/Successor Agency of the City of Firebaugh**  
**Vol. No. 16/01-13**

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**Location of Meeting:** Andrew Firebaugh Community Center  
1655 13<sup>th</sup> Street, Firebaugh, CA 93622  
**Date/Time:** January 13, 2016/3:30 p.m.

**CALL TO ORDER**

**ROLL CALL**

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

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

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

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT**

**CLOSED SESSION**

**1. Government Code Section 54957**

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT: City Manager.

**ANNOUNCEMENT AFTER CLOSED SESSION**

**CONSENT CALENDAR**

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

**2. APPROVAL OF MINUTES – The City Council meeting on December 21, 2015.**

**3. APPROVAL OF MINUTES – The City Council meeting on January 4, 2016.**

**4. WARRANT REGISTER – Period starting December 1, and ending on December 31, 2015.**

December 2015	General Warrants	#32876 - #33002	\$ 349,412.73
	Payroll Warrants	#66340 - #66453	\$ 227,408.44
TOTAL			\$ 576,821.17

**PUBLIC HEARING**

**5. ORDINANCE NO. 16-01 - AN ORDINANCE OF THE CITY COUNCIL CITY OF FIREBAUGH AMENDING SECTION 25-2.3.5 TO THE FIREBAUGH MUNICIPAL CODE PROHIBITING ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY AND PROHIBITING CULTIVATION OF MEDICAL MARIJUANA USE BY QUALIFIED PATIENT OR PRIMARY CAREGIVER - DRAFT.**

**Recommended Action:** Council receives public comments & waives the first reading of Ord. No. 16-01.

## NEW BUSINESS

6. **LAS DELTAS MUTUAL WATER COMPANY REQUESTING ACTION AND DISCUSSION REGARDING THE FINANCE CHARGES POLICY.**

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

7. **RESOLUTION NO. 16-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS.**

**Recommended Action:** City Council receives comments and approves Res. No. 16-02.

## SUCCESSOR AGENCY MATTERS

8. **RESOLUTION NO. 16-03 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JULY 1, 2016 THROUGH JUNE 30, 2017 AND THE ADMINISTRATIVE BUDGET FOR JULY 1, 2016 THROUGH JUNE 30, 2017.**

**Recommended Action:** Successor Agency receives comments and approves Res. No. 16-03.

9. **REDEVELOPMENT DISSOLUTION CONTRACT BETWEEN THE CITY OF FIREBAUGH AND RGS FOR CONSULTING SERVICES.**

**Recommended Action:** Council receives public comment & approves agreement.

10. **RESOLUTION NO. 16-04 – A RESOLUTION OF THE SUCCESSOR AGENCY TO CITY OF FIREBAUGH REDEVELOPMENT AGENCY RECOMMENDING A PURCHASE OFFER TO THE OVERSIGHT BOARD FOR 1458 11<sup>TH</sup> STREET.**

**Recommended Action:** Successor Agency receives comments and approves Res. No. 16-04.

## STAFF REPORTS

## PENDING ITEMS

### Agreement

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

### Ordinances

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

### Other

- Mid-Year Budget Review
- Personnel Policies Handbook
- Restroom – Enclosed Area/Rodeo Grounds
- Decision re Old Pizza Factory Property

## 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, January 8, 2016 at 5:00 p.m. by Rita Lozano, Deputy City Clerk.

## MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh  
Vol. No. 15/12-21

**Location of Meeting:** Andrew Firebaugh Community Center  
1655 13<sup>th</sup> Street, Firebaugh, CA 93622  
**Date/Time:** December 21, 2015 / 6:00 p.m.

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

### ROLL CALL

**PRESENT:** Mayor Freddy Valdez  
Mayor Pro Tem Brady Jenkins  
Council Member Felipe Perez

**ABSENT** Council Member Craig Knight  
Council Member Marcia Sablan

**OTHERS:** City Attorney Roy Santos; Police Chief, Sal Raygoza; Interim City Manager/Public Works Director, Ben Gallegos; Deputy City Clerk, Rita Lozano; City Engineer, Mario Gouveia; Fire Chief, John Borboa, Taylor Libolt with the PACE Program and others.

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

### PUBLIC COMMENT:

Omar Perez stated concern regarding the parking lot on the property of the Giant Burger, asked Council to start process of ownership and if it is the City's property how to address this issue. Mr. Perez is considering building on the property but it is an easement for utility and PG&E lines. What can or cannot be done on this matter. Mrs. Paulette Lorenzetti stated she was an original owner of the property and had a lease agreement with the City of Firebaugh around 1993, then leased the land to Dean Atkins. As the lender to Mr. Perez for purchase of the property, Mrs. Lorenzetti would like to know if this matter could be resolved before lending the money.

Pedro Perez asked about the steps required to purchase the property for sale, he has been trying to contact Jeff of RSG but hasn't been able to reach him by phone, only having communication through email.

### CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council meeting on December 7, 2015.
2. WARRANT REGISTER – Period starting November 1, and ending on November 30, 2015.

November 2015	General Warrants	#32772 - #32875	\$ 260,458.59
	Payroll Warrants	#66236 - #66339	\$ 331,819.41
TOTAL			\$ 592,819.41

*Motion to approve consent calendar by Council Member Jenkins, seconded by Council Member Perez; motion passes by 3-0 vote.*

**NEW BUSINESS****3. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO APPROVE RESCHEDULED MEETING OF JANUARY 18, 2016 TO WEDNESDAY, JANUARY 20, 2016 AT 6:00 PM.**

Council approved to schedule January 18 meeting to January 20, but the meeting needs to be rescheduled again, since the Mayor and the Mayor Pro Tem will be attending a conference during that time.

*Motion to reschedule the special meeting for January 13, 2016 at 6:00 pm by Council Member Jenkins, seconded by Council Member Perez; motion passes by 3-0 vote.*

**4. RESOLUTION NO. 15-43 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND MADERA COUNTY FOR AUTOMATIC/MUTUAL AID.**

*Motion to approve Resolution No 15-43 by Council Member Jenkins, seconded by Council Member Perez; motion passes by 3-0 vote.*

**5. RESOLUTION NO. 15-44 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY; CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY PACE PROGRAM; AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS.**

*Motion to approve Resolution No 15-44 by Council Member Jenkins, seconded by Council Member Perez; motion passes by 3-0 vote.*

**6. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND DISCUSS CITY ATTORNEY CONTRACT.**

City Attorney Santos explained Council had a concern regarding billing, when a resident contacts the city attorney for business related issues, then the City pays for those calls. Council wanted to make sure the City is not responsible for pay for unnecessary calls. City Attorney researched past bills and the City has not been billed to call the attorney received from residents but the City will be billed if the calls pertain to City affairs/business on certain issues.

*Informational Item Only.*

**7. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS RESTROOM AT THE RODEO GROUNDS.**

Council Member Jenkins requested this item be placed on the agenda for discussion, would like to have restrooms at two different locations, enclosed area and Rodeo Grounds. Interim City Manager Gallegos research options and found the following: 1) \$22,000 per weekend for rental, \$150 set up fee with \$400 for a generator. 2) \$90,000 the City can purchase a similar restroom which does not include maintenance fees. 3) City builds our own restroom per building standards plus engineering cost, which is not an approved budgeted item, so that will have to be addressed and it will violate the City's Municipal Code. 4) Local vendor, Belli, could sell the city restroom for \$19,000 and he would donate services to clean them. Fire Chief Borboa added restrooms set at the facilities before were set on fire three different times in the past. Police Chief Raygoza stated all restroom at park locations are vandalized, the city is locking them just to avoid criminal activity. City Attorney added, if the City builds the restrooms, they must meet ADA compliance requirements. The Rodeo Grounds is a Historical Park and the City received grant funding, therefore, the city must research if restrooms are permitted to be built at that location.

*Informational Item Only.*

**SUCCESSOR AGENCY MATTERS****8. RESOLUTION NO. 15-42 - A RESOLUTION OF THE SUCCESSOR AGENCY TO CITY OF FIREBAUGH REDEVELOPMENT AGENCY RECOMMENDING A PURCHASE OFFER TO THE OVERSIGHT BOARD FOR 1320 N STREET.**

The City received four bid proposals: Elke Brown \$110,000, Adnan Obaid \$120,000, Abdoo Yahya \$110,000 and Pedro Perez \$165,000.

*Motion to approve Res. No. 15-42 by Council Member Jenkins, seconded by Council Member Perez; motion passes by 3-0 vote.*

*Motion to enter closed session by Council Member Jenkins, Second by Council Member Perez motion passes by 3-0 vote at 6:13 p.m.*

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

Owner or Designative Rep. City Negotiator Roy Santos  
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.**

*Motion to enter open session motion passes by 3-0 vote at 7:20 p.m.*

**ANNOUNCEMENT AFTER CLOSED SESSION:**

No Action Taken.

**STAFF REPORTS**

- **Public Works Director Gallegos** – Working with engineer on spring projects, attending various meeting. There was a change in the building department hours.
- **City Attorney Santos** – reviewing several agreements for the Impact study, Community Garden, and lease agreement, along with Cable Ordinance, code enforcement/preservation code ordinance, medical marijuana ordinance, which is due by March 2016 and the Personnel Handbook Policies will need to be updated.
- **Council Member Perez** – asked Council/staff to consider revising Municipal Code to allow organic chickens in city limits.
- **Police Chief Raygoza** – Reported a Mental Health worker from Kings View is available at the Police Dept. from 6 am – 12 am, free of charge.
- **Council Member Valdez** – Thanked Mike Molina for cleaning the backroom at the Senior Center, the senior are happy that they can work on the ceramics now with the room access.

**ADJOURNMENT - *Motion to adjourn by Council Member Jenkins, second by Council Member Perez; motion passes by 3-0 vote at 8:02 p.m.***

## MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh  
Vol. No. 16/01-04

**Location of Meeting:** Andrew Firebaugh Community Center  
1655 13<sup>th</sup> Street, Firebaugh, CA 93622  
**Date/Time:** January 4, 2016 / 6:00 p.m.

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

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

***OTHERS:*** City Attorney Roy Santos; Interim City Manager/Public Works Director, Ben Gallegos; Deputy City Clerk, Rita Lozano and Rich Alaniz.

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

**PUBLIC COMMENT:** Omar Perez stated asked about leasing the parking lot on the property at Giant Burger, requested Council to place on the next agenda for discussion. Mrs. Paulette Lorenzetti (lender) agreed to an increase the loan if Mr. Perez lessees the additional parking lot from the city.

### PUBLIC HEARING

**1. RESOLUTION NO. 16-01 - A RESOLUTION OF THE FIREBAUGH CITY COUNCIL REVOKING AND PROHIBITING ALL THROUGH THE FENCE ACCESS / OPERATIONS AT THE FIREBAUGH MUNICIPAL AIRPORT**

*Public Hearing open at 6:19 p.m. – No Public Comments given -. Closed public hearing at 6:20 p.m.*

*Motion to approve Res. No. 16-01 by Council Member Jenkins, seconded by Council Member Knight; motion passes by 4-0 vote.*

*Motion to enter closed session by Council Member Jenkins, Second by Council Member Knight, motion passes by 4-0 vote at 6:20 p.m.*

### **CLOSED SESSION**

**2. Government Code Section 54957**

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT: City Manager

**3. Pending litigation 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.

*Motion to enter open session motion passes by 4-0 vote at 8:05 p.m.*

**ANNOUNCEMENT AFTER CLOSED SESSION:** No Action Taken.

### **STAFF REPORTS**

- ***Public Works Director Gallegos*** – Sand bags available under canopy, inform public to fill up bags half ways only, it provides better protection. Senior Center enrollment has increase these past months, with about 30 seniors enrolled.

**ADJOURNMENT** - *Motion to adjourn by Council Member Knight, second by Council Member Jenkins; motion passes by 4-0 vote at 8:13 p.m.*



**REPORT TO CITY COUNCIL**  
**— MEMORANDUM —**

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

**COUNCIL MEETING DATE: January 13, 2016**

**SUBJECT: Warrant Register Dated: January 13, 2016**

**RECOMMENDATION:**

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

DECEMBER 01, 2015 – DECEMBER 31, 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 .....	# 32876 – #33002	<u>\$ 349,412.73</u>
PAYROLL WARRANTS.....	# 66340 – #66453	<u>\$ 227,408.44</u>
TOTAL WARRANTS.....		<b>\$ 576,821.17</b>

CITY OF FIREBAUGH ACCOUNTS PAYABLE  
WARRANTS FOR DECEMBER 1, 2015 - DECEMBER 31, 2015

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
32876	12/04/15	ACME ROTARY BROOM SERVICE	2,431.81	STRTEET SWEEPER REPAIR
32877	12/04/15	AGRI-VALLEY IRRIGATION	75.65 6.08 34.79 23.32 83.55	STORM DRAIN PUMP VALVE-WWTP CONCRETE-RIVER LANE WASTE WATER-HEADWORKS TOOL-TRUCK #4/#39
		Check Total:	223.39	
32878	12/04/15	ALERT-O-LITE, INC.	183.40	ASPHALT PATCH
32879	12/04/15	A.M. PECHE & ASSOC. LLC	2,534.85	SUCCESSOR RDA 2014-15 CONTINUING DISCLOSURE
32880	12/04/15	ANTHONY'S SHOP	215.06	LAWNMOWER PW15
32881	12/04/15	AT&T MOBILITY	327.00	POLICE DEPT AIR CARDS
32882	12/04/15	AT&T	323.55	WATER OPER TELEPHONE
32883	12/04/15	AXCES INDUSTRIAL SUPPLY	935.06	FLOATING DEGREASER
32884	12/04/15	BIG G'S AUTOMOTIVE CENTER	22.99	HEADLIGHT BULB
32885	12/04/15	BSK & ASSOCIATES, INC.	924.50	SERVICES 10/1/15-10/31/15
32886	12/04/15	FERNANDO CAMPA	900.00	2015 UNIFORM ALLOWANCE PD
32887	12/04/15	JUAN C. CASTILLO	900.00	2015 UNIFORM ALLOWANCE PD
32888	12/04/15	ABELINO CISNEROS	180.00	VFW SECURITY SERVICE 10/2
32889	12/04/15	COLLINS & SCHOETTLER	5,000.00	PLANNING CONSULTING
32890	12/04/15	CORBIN WILLITS SYSTEMS	822.18	CORBIN WILLITIS LEASE AGREEMENT
32891	12/04/15	COUNTRY VETERINARY CLINIC	500.00	OCTOBER 2015 ANIMAL CONTR
32892	12/04/15	DEPARTMENT OF PUBLIC HEAL	70.00	WATER DIST. OPERATOR CERT
32893	12/04/15	DONALD R. REYNOLDS, CPA	12,750.00	SECOND PROGRESS BILLING FOR AUDIT
32894	12/04/15	EMPLOYMENT DEVELOPMENT DEPARTMENT	83.00	ACCRUED WAGES PAYABLE
32895	12/04/15	CITY OF FIREBAUGH	37,128.30	PAYROLL MONTH END PAYMENTS
32896	12/04/15	FIREBAUGH HARDWARE COMPANY	3.79 3.78 4.32 22.69 9.94 3.23	KEY FOR BACK ROOM COMM. CENTER TAPE FOR PARADE BANNER COMM. CTR BACK ROOM LIGHT COMM. CTR NAIL FINISH/COM COMM. CTR BACK DOOR REPAIR SEWER LINE UNDER S
		Check Total:	47.75	
32897	12/04/15	FRESNO COUNTY TREASURER	155.58	ACCESS FEES CONTRACT
32898	12/04/15	FRESNO-MADERA AREA AGENCY	37.73	10/15 NON USDA QUALIFIED
32899	12/04/15	GRAND FLOW	86.15	BLANK LASER CHECK-GREEN
32900	12/04/15	HCL MACHINE WORKS	86.78	BLUE TRAILER EQUIP. REPAIR



CITY OF FIREBAUGH ACCOUNTS PAYABLE  
WARRANTS FOR DECEMBER 1, 2015 - DECEMBER 31, 2015

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
32901	12/04/15	J-I.T. OUTSOURCE	67.50	WEBSITE MAINTENANCE
32902	12/04/15	JUDICIAL DATA SYS. CORP,	100.00	POLICE PARKING VIOLATION
32903	12/04/15	K B ELECTRIC	2,105.26	WASTE WATER PLANT - PANEL
			339.55	WWP-MEASURE STUB UPS FOR
			517.19	HEAVY DUTY STEM CLEANER &
			1,209.89	HEAD WORKS
			561.45	SEWER FARM-COATING
			1,041.45	SEWER FARM-HEAD WORKS
			1,162.88	SEWER FARM-HEAD WORKS
Check Total:			6,937.67	
32904	12/04/15	KTS SERVICES OF NORTHERN	150.00	SERVICES ON PHONE
32905	12/04/15	RODDY A. LAKE	357.49	POLICE HEALTH INS
32906	12/04/15	LEAGUE OF CALIF. CITIES	550.00	EVENT REGISTRATION-BRADY
32907	12/04/15	MANUEL'S SMALL ENGINE REP	301.42	SERVICE REPAIR HONDA GENE
32908	12/04/15	MANUELS TIRE SERVICE, INC	35.34	LITTLE GREEN TRAILER REPA
			392.71	BLUE TRAILER REPAIR
			241.57	J.D BACK HOE REPAIR
			29.27	RADIAL PATCH REPAIR
Check Total:			698.89	
32909	12/04/15	MAGDA MARTINEZ	900.00	2015 UNIFORM ALLOWANCE PD
32910	12/04/15	MID-VALLEY DISPOSAL	195.00	MATERIAL PICK UP
			63.63	1.5YD TRASH 1800 HELM CAN
			375.00	WATER TREATMENT PLANT-MAT
Check Total:			633.63	
32911	12/04/15	BRETT M. MILLER	900.00	2015 UNIFORM ALLOWANCE PD
32912	12/04/15	MUNICIPAL MAINTENANCE	255.02	WELD DRAG LNK EXT RT/LT
32913	12/04/15	NAPA AUTO PARTS - FIREBAUGH	124.83	2007 FORD TRUCK F150
			7.21	SVC CHARGE
			9.03	PD-TUBING
			57.12	PD#5 OIL FILTER
			7.03	PW 2009 FORD TRUCK
			6.52	PD#8 OIL FILTER
			27.74	OIL FILTER
			13.93	PD#7 GAS CAP
			6.52	OIL FILTER
			44.52	AIR FILTER
			19.03	PW-WIPER BLADE
			(1.73)	PW#37 WIPER BLADE
			25.54	PD#3 WIPER BLADE
			17.29	PW#7 WIPER BLADE
			17.29	PW#12 WIPER BLADE
			87.53	95' CHEV TRUCK WIPER BLAD
			44.90	PD TRAILER-COUPLING
			39.16	PD TRAILER-CONNECTOR/TURN
			20.54	PW#8 SPARK PLUG/OIL FILTE
			16.24	PW-OIL FILTER/LED POCKET
			31.37	PD#4
			6.52	PW#2 OIL FILTER
			6.52	OIL FPW-OIL FILTER
			17.08	PW-LED POCKET F-LIGHT

**CITY OF FIREBAUGH ACCOUNTS PAYABLE  
WARRANTS FOR DECEMBER 1, 2015 - DECEMBER 31, 2015**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
			4.30	SHOP TOOL
		Check Total:	656.03	
32914	12/04/15	OFFICE DEPOT, INC.	84.35	JANITORIAL SUPPLIES
32915	12/04/15	PACIFIC GAS & ELECTRIC	2,154.35	WELL #7
			45,774.84	ALL CITY DEPARTMENTS
		Check Total:	47,929.19	
32916	12/04/15	QUILL CORPORATION	19.04	OFFICE SUPPLIES CITY HALL
			276.90	CITY HALL OFFICE SUPPLIES
		Check Total:	295.94	
32917	12/04/15	SALVADOR RAYGOZA	900.00	2015 UNIFORM ALLOWANCE PD
32918	12/04/15	RSG, INC.	13,353.75	SUCCESSOR AGENCY PROFESSIONAL SERVICES
32919	12/04/15	ADRIAN SANTOYO	900.00	2015 UNIFORM ALLOWANCE PD
32920	12/04/15	STAPLES BUSINESS ADVANTAG	52.13	PD SUPPLIES
32921	12/04/15	RAQUEL TABARES	900.00	2015 UNIFORM ALLOWANCE PD
32922	12/04/15	TELSTAR	1,444.01	WASTE WATER PLANT
			462.20	WASTE WATER PARTS
		Check Total:	1,906.21	
32923	12/04/15	TELEPACIFIC COMMUNICATION	1,548.95	ALL DEPTS PHONE AND INTER
32924	12/04/15	THARP'S FARM SUPPLY	8.65	DUNKLE PARK-CRIMP CUP BRU
			18.24	COURT HOUSE-WATER LINE RE
			63.58	PW-WRENCH
			6.58	DUNKLE PARK-TRAY LINER
			10.17	MALDONADO PARK-PAINT BRUS
			7.56	BLUE TRAILER-CLEANING BRU
			8.65	DUNKLE PARK CANOPY-BRUSH
			22.94	WATER METER REPAIR
			10.19	PW-SUPPLIES
			7.73	COMMUNICTY CTR RESTROOM-W
			30.32	DUNKLE PARK- SAND PAPER
			136.42	HEADWORKS-SUPPLIES
			6.60	MALDONADO PARK- PAINT THINNER
			10.60	SENIOR CTR-ROLLER CHAIN
			63.41	DUNKLE PARK- EQUIP
			7.34	BLUE TRAILER-CUTOFF BLD
			11.04	BLUE TRAILER-SUPPLIES
			48.39	WATER METER LID
			5.15	PW#40
			23.27	MALDONADO PARK STORAGE ROOM
			20.30	DUNKLE PARK BATHROOMS
			3.25	CITY SHOP-CURTIS KEYS
			30.00	SHOP TOOL
			16.43	SENIOR CTR-TAPE
			40.84	TRUCK #14-KNEE BOOT/PVC S
			23.24	GIANT BURGER-WET PATCH/PU
			29.21	LOCKS DUNKLE PANELS
			15.97	SAND PAPER DUNKLE PARK
			28.90	MALDONADO PARK-PIPE
			21.20	CITY SHOP-GAL WET PATCH
			2.58	CITY SHOP-PUTTY KNIFE
			5.88	PD-COUPLER
			1.35	BLACK TAPE
			39.92	CHAMBER BLDG DOOR-DEADBOL

CITY OF FIREBAUGH ACCOUNTS PAYABLE  
WARRANTS FOR DECEMBER 1, 2015 - DECEMBER 31, 2015

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
			50.39	DUNKLE PARK CANOPY-SAND P
			5.49	DUNKLE PARK CANOPY-TRAY L
			45.45	WWTF-POLY ROPE
			4.35	CITY HALL-LAG SCREW
			6.71	COMM. CTR. BACK ROOM-SCRE
			3.25	WELL #15- CURTIS KEYS
			18.11	BATHROOM PARKS CLEANER
			3.23	COMM. CTR BACK ROOM-STUD
			22.02	TRUCK #7-SPRING RAKE
			6.66	COMM. CTR BACK ROOM-SW 15
			25.97	SAW BLADE
			13.41	GREEN SWEEP
			16.44	CITY HALL-CURTIS KEYS
			23.93	PD-KENNEL SECURITY LATCH
			77.90	PROTEUS EMPLOYEE-NYLON LO
			6.23	COMM. CTR- PUTTY KNIFE/SA
			22.66	DUNKLE PARK CANOPY-SAND P
			4.97	TRUCK #7-BAR/CHAIN OIL
			61.31	DUNKLE CANOPY-ROLLER COVE
			55.84	TRUCK #4-RUBBER GLOVES
			17.31	RAIN GEAR FOR TRUCK #4 JE
			70.23	PD-TRAILER JACL/FRAME COU
			3.81	JESU PALACIO WELL#17-VIN
			11.85	TELESCOPING WEB DUSTR
			19.32	SAWSALL BLD-CUTTING TREE
			174.43	PW#8 SUPPLIES
			18.55	TRUCK #12-STRING SIDEWALK
			74.45	FOR WELLS JESUS PALACIOS-
			21.37	FOR WELLS JESUS PALACIOS-
			(10.27)	PD-FRAME COUPLER
			34.20	PR-CUTOFF BLD/WHEEL
			21.16	INSULATION FOR WELLS
			135.36	HEADWORKS-SUPPLIES
			10.70	DUNKLE BASEBALL LIGHTS-MA
			6.39	SWEEPER-EYEBOLT
			23.28	WWTP-PIPE ELBOW
			9.73	GLOVES
			19.46	GLOVES
			9.69	FOR SWEEPER-POLYTHYL
			6.33	INSTALL NEW DOOR-9 VOLT A
			71.30	SHOP SUPPLIES
			12.10	PRIMER
			9.04	WASTE WATER PLANT-CURTIS
		Check Total:	2,030.01	
32925	12/04/15	THOMASON TRACTOR COMPANY	12.44	REWIND SPRING NEW CHAIN S
			4.52	PAWL-CHAIN SAW
			4.75	FILLER CAP-CHAIN SAW
			5.62	OIL CAP FOR CHAIN SAW
			333.05	PW 20 CUTTING ED
			18.04	PW 20 BACK HOE
		Check Total:	378.42	
32926	12/04/15	TIFCO INDUSTRIES	318.60	PARTS FOR EQUIP. REPAIR
32927	12/04/15	U.S. POSTMASTER	225.00	FIRST CLASS PRESORT FEE
			817.44	POSTAGE FOR DECEMBER 2015
		Check Total:	1,042.44	
32928	12/04/15	GERARDO VACA	900.00	2015 UNIFORM ALLOWANCE PD
32929	12/04/15	VALLEY NETWORK SOLUTIONS	1,158.10	JANUARY 2016 MONTHLY NET

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS FOR DECEMBER 1, 2015 - DECEMBER 31, 2015**

<u>Check</u> <u>Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
32930	12/04/15	ALANIZ, KATHY	12.04	MQ CUSTOMER REFUND FOR AL
32931	12/04/15	CARRILLO, JOSE	4.61	MQ CUSTOMER REFUND FOR CA
32932	12/04/15	GONZALES, ELENA F.	11.77	MQ CUSTOMER REFUND FOR GO
32933	12/04/15	MOLINA, ABEL & QUEZADA, D	41.92	MQ CUSTOMER REFUND FOR MO
32934	12/08/15	CITY OF FIREBAUGH	105,125.37	PAYROLL PAY PERIOD ENDING 12/05
32935	12/22/15	CITY OF FIREBAUGH	85,154.77	PAYROLL PAY PERIOD ENDING 12/19
32936	12/11/15	AG & INDUSTRIAL SUPPLY	59.30	HWKS SPRAY BAR
			132.68	PW/PD SUPPLIES
		Check Total:	191.98	
32936	12/11/15	CITY OF FIREBAUGH	39,449.99	UNITED SEC BANK-PAYROLL -
32937	12/11/15	A & J AUTO BODY	900.00	UNIT #4 PAINT
32938	12/11/15	ALERT-O-LITE, INC.	614.97	ASPHALT
32939	12/11/15	AT&T	104.64	9391012022-CITY HALL
			664.57	9391012024-ALL DEPTS
			135.16	9391012021- COMM. CTR
			17.78	9391012023-CITY HALL
			504.78	9391012020-POLICE
			0.47	9391019185 PHONE
		Check Total:	1,427.40	
32940	12/11/15	AUTOZONE COMMERCIAL (1379	149.28	PW#2 BRAKE FLUID/DOOR LOC
			104.97	TRUCK #4 DURALAST BATTERY
			6.99	PD#1 BLK HOOK N LOOP
			53.38	WIFD-WIPER BLADE
			19.43	PD#3 DURALAST HEAD TEMP S
			25.96	PD#3 V-RIB BELT
			9.63	TRUCK #34 WIPER BLADE
			31.64	PW#2 DOOR HANDLE
			13.01	PD#1 HITCH BALL
			14.76	PW#2 DOOR HINGE PIN
			63.30	SWEeper- DUAL CD RECEIVER
			162.32	NEW PD CAR #4
			10.00	NEW PD #4 STICK ON DISC
			14.92	FD- FUEL CAP
			104.42	TRUCK #36 BATTERY
			363.53	PD#7 DUAL FAN ASSMBLY
			14.01	PD#7 EXTENDED LIFE ANTIFR
		Check Total:	1,161.55	
32941	12/11/15	JOHN BORBOA	1,666.66	STIPEND FOR MONTH OF DECE
32942	12/11/15	CHEMSEARCH	1,137.25	SEWER-CHEMICAL
32943	12/11/15	COOK'S COMMUNICATIONS	16,343.66	POLICE/FIRE REPEATER
32944	12/11/15	CORELOGIC SOLUTIONS, LLC.	150.00	REALQUEST FEE NOVEMBER 20
32945	12/11/15	DEPARTMENT OF JUSTICE	226.00	PD-NOV 2015 FINGERPRINTS
32946	12/11/15	DIAMOND LOCKSMITHS	299.46	CITY HALL-PUBLIC ENTRANCE
32947	12/11/15	FIREBAUGH SUPER MARKET	20.11	COMMUNITY CTR-CLEANING SUPPLIES

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS FOR DECEMBER 1, 2015 - DECEMBER 31, 2015**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
			7.47	RESTROOM MALDONADO PARK
			20.15	SENIOR CENTER-GROCERIES
			37.46	RUG DOCTOR RENTAL-WATER LEAK SR. CENTER
			42.00	SENIOR CTR-GROCERIES
			12.38	FLOOD FIGHT TRAINING-WATER
			6.47	COMMUNITY CENTER - CLEANING SUPPLIES
		Check Total:	146.04	
32948	12/11/15	FIREBAUGH AUTO REPAIR	66.00	PW#7 FAN CONTROL
32949	12/11/15	FRESNO OXYGEN	44.40	SHOP-SUPPLIES
32950	12/11/15	G&K SERVICES, INC.	14.18	CITY HALL
			82.63	CITY SHOP
			16.72	COMMUNITY CENTER
			10.73	WASTE WATER FACILITY 8000
			21.17	SENIOR CENTER
			14.18	CITY HALL
			86.33	CITY SHOP
			16.72	COMMUNITY CENTER
			10.73	WASTE WATER FACILITY
			21.17	SENIOR CENTER
			14.18	CITY HALL
			85.43	CITY SHOP
			16.72	COMMUNITY CENTER
			10.73	WASTE WATER FACILITY
			21.17	SENIOR CENTER
			14.18	CITY HALL
			79.35	CITY SHOP
			16.72	COMMUNITY CENTER
			10.73	WASTE WATER FACILITY
			21.17	SENIOR CENTER
			14.18	CITY HALL
			79.79	CITY SHOP
			16.72	COMMUNITY CENTER
			10.73	WASTE WATER FACILITY 8000
			21.17	SENIOR CENTER
		Check Total:	727.53	
32951	12/11/15	CRUZ ELVA GOMEZ	150.00	A/F HALL CLEANING DEPOSIT
32952	12/11/15	GOODALL TRUCKING, INC.	1,352.81	DUNKLE PARK-MATERIAL
32953	12/11/15	GUTHRIE PETROLEUM, INC.	1,133.39	BULK UNLEADED GASOLINE
			1,067.42	BULK UNLEADED GASOLINE
			906.42	BULK UNLEADED GASOLINE
			1,005.41	BULK UNLEADED GASOLINE
			731.20	BULK UNLEADED GASOLINE
		Check Total:	4,843.84	
32954	12/11/15	HUB INTERNATIONAL	629.90	OCTOBER 2015 SPECIAL EVENT INSURANCE
	12/11/15	HUB INTERNATIONAL	503.92	NOVEMBER 2015 SPECIAL EVENT INSURANCE
		Check Total:	1,133.82	
32955	12/11/15	LEAGUE OF CALIF. CITIES	150.00	2016 LOCAL STREETS&ROADS
32956	12/11/15	ROSA MARTINEZ	100.00	A/F HALL CLEANING DEPOSIT
32957	12/11/15	OCCUPATIONAL HEALTH CENTER	104.00	JESUS PALACIOS-HEP B VACC
32958	12/11/15	PACIFIC GAS & ELECTRIC	59.91	PARK DEPT
			51.25	FIRE DEPT
		Check Total:	111.16	

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS FOR DECEMBER 1, 2015 - DECEMBER 31, 2015**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
32959	12/11/15	PECK'S PRINTERY	224.02	BACKFLOW PREVENTION/MAINT
32960	12/11/15	CALIF PUBLIC EMPLOYEES RETIREMENT	5,700.00	ANNUAL UNFUNDED ACCRUED LIABILITY
			9,892.00	ANNUAL UNFND ACCURED LIABILITY
		Check Total:	15,592.00	
32961	12/11/15	QUILL CORPORATION	48.11	OFFICE SUPPLIES-ENVELOPES
32962	12/11/15	SIERRA DISPLAY, INC.	36.33	C7 SOCKETS
			227.77	TREE LIGHTS
		Check Total:	264.10	
32963	12/11/15	SIGNMAX	227.27	XMAS SPONSORS BANNER
32964	12/11/15	SPARKLETTTS	21.92	PUBLIC WORKS/SHOP
32965	12/11/15	STAPLES BUSINESS ADVANTAG	20.74	PD-AAA BATTERY PACK
32966	12/11/15	THE UNIVERSAL CHURCH	50.00	A/F HALL BACK ROOM CLEANI
32967	12/11/15	THOMASON TRACTOR COMPANY	76.17	PW-OIL
32968	12/11/15	U.S. BANK EQUIPMENT FINAN	551.36	COPIER - LEASE AGREEMENT 11/20 -12/19
32969	12/11/15	VERIZON WIRELESS	332.87	NOV 2015 BILLING ALL DEPT
32970	12/11/15	WESTERN EXTERMINATOR CO.	36.50	8000 HELM CANAL
			67.00	CITY HALL
			45.25	401 THOMAS CONBOY
			34.00	1666 11TH ST
			57.00	COMMUNITY CENTER
		Check Total:	239.75	
32971	12/11/15	WEST SIDE DRUG STORE	3.24	FIRE DEPT
			6.56	DURACELL AA BATTERIES
			1.06	LIGHT BULBS
		Check Total:	10.86	
32972	12/18/15	BSK & ASSOCIATES, INC.	2,041.80	SERVICES FROM 11/15/15-11
			175.00	LAB ANALYSIS
			52.50	LAB ANALYSIS
			175.00	LAB ANALYSIS- TOMA TEK
			160.00	LAB ANALYSIS
			7.50	LAB ANALYSIS
			31.26	LAB ANALYSIS
			52.50	LAB ANALYSIS
			25.00	LAB ANALYSIS
			145.00	LAB ANALYSIS
			56.28	LAB ANALYSIS
			181.26	LAB ANALYSIS
			181.26	LAB ANALYSIS
			56.28	LAB ANALYSIS
			31.26	LAB ANALYSIS
		Check Total:	3,371.90	
32973	12/18/15	CSJVRMA	70,755.00	WORKERS COMP / LIABILITY INSURANCE
32974	12/18/15	DEPT. OF TRANSPORTATION	311.70	13TH ST SIGNAL LIGHT
32975	12/18/15	FERGUSON ENTERPRISES, INC	369.81	REPAIR WATER LINE
32976	12/18/15	FIRST BANKCARD	33.48	PUBLIC WORKS CREDIT CARD

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS FOR DECEMBER 1, 2015 - DECEMBER 31, 2015**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
			810.65	FD-CREDIT CARD
			1,776.85	CITY MANAGER CREDIT CARD
			879.01	PD CREDIT CARD
		Check Total:	3,499.99	
32977	12/18/15	GOUVEIA ENGINEERING, INC.	436.78	785.15 THOMASON TRACTOR 2
			580.13	720.08 SJ RIVER FLOOD MAN
			135.00	740.05-7 ADMN LAS DELTAS
			154.88	740.08D 2015 WATERLINE RE
			172.50	745.19D CMAQ PEDESTRIAN F
			620.63	785.07 GATEWAY PROJECT
		Check Total:	2,099.92	
32978	12/18/15	HINDERLITER, deLLAMAS	1,476.96	AUDIT SERVICES SALES TAX-
32979	12/18/15	JOBS AVAILABLE	624.00	CITY MANAGER ADVERTISEMEN
32980	12/18/15	KENNEDY / JENKS	6,212.75	ENGINEERING THRU NOV. 27,
32981	12/18/15	KER WEST, INC. DBA	25.00	CITY MANAGER POSITION ADV
32982	12/18/15	ELSA LOPEZ	819.89	POLICE HEALTH INS
32983	12/18/15	LOZANO SMITH, LLP	2,352.00	SUCCESSOR AGENCY THRU NOV
			1,944.73	GENERAL LEGAL MATTER THRU
			1,100.00	RETAINER THRU NOV. 30, 20
			320.00	PACIFIC AG SERVICES CLAIM
		Check Total:	5,716.73	
32984	12/18/15	MID-VALLEY DISPOSAL	26,072.31	SERVICES PERFORMED DECEMB
32985	12/18/15	PECK'S PRINTER	224.57	SENIOR MEAL CONTRIBUTION
32986	12/18/15	PEREZ SMOG & LUBE	50.00	PD-SMOG CK 06CROWN VICTO
32987	12/18/15	PITNEY BOWES GLOBAL FINAN	405.85	POSTAGE MACHINE LEASE PAY
32988	12/18/15	QUILL CORPORATION	92.95	OFFICE SUPPLIES
32989	12/18/15	RSG, INC.	10,033.75	RSG1088-SUCCESSOR AGENCY
32990	12/18/15	TONER PLUS	254.33	PD- DRUM KIT
32991	12/18/15	ZEE MEDICAL SERVICE CO.	203.69	TREATMENT PLANT/WATER DEP
			172.11	SENIOR CTR-SUPPLIES
		Check Total:	375.80	
32992	12/21/15	AMERICAN STEAMWAY, INC	399.12	VAC TRAILER-REPAIR EQUIPM
32993	12/21/15	BACKFLOW DISTRIBUTORS, IN	39.54	BACKFLOW REPAIR EL BUEN C
32994	12/21/15	CED-FRESNO	54.48	HEADWORKS-STAINLESS STEEL
32995	12/21/15	CORBIN WILLITS SYSTEMS	822.18	ADMINISTRATION C/W SERVIC
32996	12/21/15	COUNTRY VETERINARY CLINIC	325.00	NOVEMBER 2015 ANIMAL CONT
32997	12/21/15	CVR & ASSOCIATES, INC.	4,255.50	BLDG & INSPEC INSPECTION
32998	12/21/15	KENNEDY / JENKS	1,430.62	COMPLETION WELL #7 SERVIC
32999	12/21/15	MID-VALLEY DISPOSAL	326.50	WATER TREATMENT PLANT-MAT

CITY OF FIREBAUGH ACCOUNTS PAYABLE  
WARRANTS FOR DECEMBER 1, 2015 - DECEMBER 31, 2015

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
33000	12/21/15	PACIFIC GAS & ELECTRIC	515.51	#8132925706-7 WELL#7
33001	12/21/15	QUILL CORPORATION	25.95	CITY HALL SUPPLIES
33002	12/21/15	USA BLUEBOOK	2,250.57	SEWER LAB ANALYSIS/TOOLS
Accounts Payable Total:			349,412.73	
Payroll Total:			<u>227,408.44</u>	
Total Disbursements:			576,821.17	



## **ORDINANCE NO. 16-01**

### **AN ORDINANCE OF THE CITY COUNCIL CITY OF FIREBAUGH AMENDING SECTION 25-2.3.5 TO THE FIREBAUGH MUNICIPAL CODE PROHIBITING ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY AND PROHIBITING CULTIVATION OF MEDICAL MARIJUANA USE BY QUALIFIED PATIENT OR PRIMARY CAREGIVER.**

**The City Council of the City of Firebaugh does hereby ordain as follows:**

#### **Section 1.**

- (a) In November, 1996 the voters of the State of California approved Proposition 215 (codified as Health & Safety Code 11362.5 et seq. and entitled the Compassionate Use Act of 1996).
- (b) The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purpose to use it without fear of criminal prosecution under limited, specified circumstances. The proposition further provides that “nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purpose.” The ballot arguments supporting Proposition 215 expressly acknowledged, “Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere.”
- (c) In 2004, the State enacted SB-420 (codified as California Health and Safety Code 11362.7 et seq and referred to as the “Medical Marijuana Program” or “MMP”) to clarify the scope of the Compassionate Use Act of 1996 and to allow cities and other governing bodies to adopt and forge rules and regulations consistent with SB-420.
- (d) In *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4<sup>th</sup> 729, the California Supreme Court Held that “[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of local jurisdiction, by its own ordinance, to regulate the use of its land...” Additionally, in *Moral v. City of Live Oak* (2013) 221 Cal. App. 4<sup>th</sup> 975, the Court of Appeals held that “there is no right- and certainly no constitutional right to cultivate medical marijuana...” The Court in *Moral* affirmed the ability of local governmental entity to prohibit the cultivation of marijuana under its land use authority.
- (e) The federal Controlled Substance Act, 21 U.S.C. Sections 801 et seq., classified marijuana as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in the treatment in the Unites States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substance Act makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute marijuana. The Federal Controlled Substance Act contains no exemption for cultivation, manufacture, distribution, dispensation or possession of marijuana for medical purposes.

- (f) On October 9, 2015, Governor Brown signed three bills into law (AB 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (hereafter “MMRSA”). MMRSA set up a state licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a state license. MMRSA allows the City of Firebaugh to completely prohibit commercial medical marijuana activities.
- (g) The City of Firebaugh finds that commercial medical marijuana activities, as well as cultivation for personal medical use as allowed by the CUA and MMP can adversely affect the health, safety, and well-being of Firebaugh residents. Citywide prohibition is proper and necessary to avoid the risk of criminal activity, degradation of natural environment, malodorous smells and indoor electrical fire hazards that may result in such activities. Further, as recognized by the Attorney General’s August 2008 Guidelines for the Security and Non-Diversion of Marijuana grown for medical use, marijuana cultivation or other concentration of marijuana in any location or promises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.
- (h) MMRSA contains language that requires the City of Firebaugh to prohibit cultivation uses by March 1, 2016, either expressly or otherwise under the principals of permissive zoning, or the State of California will become the sole licensing authority. MMRSA also contains language that requires delivery services to be expressly prohibited by local ordinance, if the City wishes to do so.
- (i) While the City Council believes that cultivation and all commercial medical marijuana uses are prohibits pursuant to Firebaugh Municipal Code Section 25-2.3.5, it desires to enact this Ordinance to expressly make clear that all such uses are prohibited in all zones throughout the City of Firebaugh.

## **SECTION 2. AUTHORITY**

This Ordinance is adopted pursuant to the authority granted by the State Constitution and State law, including but not limited to, Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act.

**SECTION 3. ADOPTION OF ORDINANCE 16-01 AND AMENDMENT TO MUNICIPAL CODE SECTION 25-2.3.5**, Medical Marijuana and cultivation, is hereby added to the Firebaugh Municipal Code to read as follows:

## **MUNICIPAL CODE SECTION 25-2.3.5**

### **MEDICAL MARIJUANA AND CULTIVATION**

#### **SECTION:**

#### **25-2.3.5      DEFENITIONS**

#### **25-2.3.6      PROHIBITIONS**

#### **25-2.3.7      PUBLIC NUISANCE**

#### **25-2.3.8      CIVIL PANALTIES**

#### **25-2.3.9      SEVERABILITY**

#### **25-2.3.5      DEFENITIONS**

‘Cannabis’ shall have the same meaning as set forth in Business and Professions Code Section 19300.5(f) as the same may be amended from time to time.

‘Caregiver’ shall have the same meaning as set forth in Health and Safety Code Section 11362.7 as the same may be amended from time to time.

‘Cultivation’ shall have the same meaning as set forth-in Business and Professions Code Section 19300.5(1) as may be amended from time to time.

‘Delivery’ shall have the same meaning as set forth in Business and professions code 19300.5(M) as the same may be amended from time to time.

‘Dispensary’ shall have the same meaning as set forth in Business and Professions Code Section 19300.5(n) as the same may be amended from time to time. For purposes of this ordinance, ‘Dispensary’ shall also include a cooperative. ‘Dispensary’ shall not include the following uses:

‘Dispensing’ shall have the same meaning as set forth in Business and professions code 19300.5(o) as the same may be amended from time to time.

‘Distribution’ shall have the same meaning as set forth in Business and professions code 19300.5(p) as the same may be amended from time to time.

‘Distributor’ shall have the same meaning as set forth in Business and professions code 19300.5(q) as the same may be amended from time to time.

‘Manufacturer’ shall have the same meaning as set forth in Business and professions code 19300.5(y) as the same may be amended from time to time.

‘Manufacturing site’ shall have the same meaning as set forth in Business and professions code 19300.5(af) as the same may be amended from time to time.

‘Qualifying Patient’ or ‘Qualified Patient’ shall have the same meaning as set forth in Health and Safety Code Section 11362.7 as the same may be amended from time to time.

‘Transport’ shall have the same meaning as set forth in Business and professions code 19300.5(am) as the same may be amended from time to time.

‘Transporter’ shall have the same meaning as set forth in Business and professions code 19300.5(aa) as the same may be amended from time to time.

#### **25-2.3.6 PROHIBITIONS**

- A. Commercial cannabis activities of all types are expressly prohibited in all zones all specific areas in the City of Firebaugh. No person shall establish, operate, conduct or allow a commercial cannabis activity anywhere within the City of Firebaugh.
- B. Cultivation of cannabis for non-commercial purposes, including cultivation by a qualified patient or a primary caregiver, is expressly prohibited in all zones and specific plan areas in the City of Firebaugh. No person, including a qualified patient or primary caregiver, shall cultivate any amount of cannabis in the City of Firebaugh, even for medical purpose.
- C. This ordinance is meant to prohibit all activities for which a state license is required. The City of Firebaugh shall not issue any permits, license or other entitlement for activity for which a state license is required under the MMRSA.
- D. All deliveries of medical cannabis are expressly prohibited within the City of Firebaugh. No person shall conduct any deliveries that either originate or terminate within the City.

#### **25-2.3.7 PUBLIC NUISANCE**

Any use or condition caused, or permitted to exist, in violation of any provisions of Ordinance 25-2.3.5 shall be, and hereby declared to be, a public nuisance and may be abated by the City of Firebaugh pursuant to Code of Civil Procedure Section 731 or any other remedy available to the City.

#### **25-2.3.8 CIVIL PENALTIES**

In addition to any other enforcement permitted by this ordinance, the City Attorney may bring a civil action for injunctive relief and civil penalties against any person or entity that violates this ordinance. In any civil action brought pursuant to Ordinance 16-01, a court of competent jurisdiction may award reasonable attorney fees and costs to the prevailing party.

#### **25-2.3.9 SEVERABILITY**

Each of the provisions of this ordinance is severable from all provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

**Las Deltas Mutual Water Company  
PO Box 1093  
Firebaugh, Ca 93622  
(209) 632-5750**

December 17, 2015

City of Firebaugh  
1133 P Street  
Firebaugh, Ca 93622

RE: Finance Charge

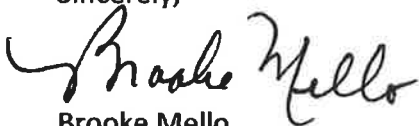
Dear City of Firebaugh:

We are writing this letter to request action and discussion regarding the current finance charge policy imposed by the City of Firebaugh. We are requesting that this topic be addressed and placed on the agenda at the current city council meeting occurring this month.

Recently we were assessed a finance charge of \$932.42 because your office received our payment on December 2, 2015, two days after the November 30, 2015 due date. The payment was in fact mailed on November 30, 2015. We believe this charge is in excess, and would like the charge to be removed from our account.

If you have any questions or need clarification please contact me at (209) 632-5750. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Brooke Mello". The signature is fluid and cursive, with the first name "Brooke" and last name "Mello" clearly distinguishable.

Brooke Mello

Water Manager

Las Deltas Mutual Water Company

## **RESOLUTION NO. 16-02**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS**

**WHEREAS**, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

**WHEREAS**, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Firebaugh is authorized to submit an application to CalRecycle for any and all payment programs offered; and

**BE IT FURTHER RESOLVED** that the Public Works Director, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

**BE IT FURTHER RESOLVED** that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

The foregoing Resolution was adopted at a Special meeting of the City Council of the City of Firebaugh on the 13<sup>th</sup> day of January, 2016 by the following call vote:

AYES: Council Member(s)

NOES: Council Member(s)

ABSENT: Council Member(s)

ABSTAIN: Council Member(s)

**APPROVED:**

**ATTEST:**

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Freddy Valdez  
Mayor

---

Rita Lozano  
Deputy City Clerk



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**TO:** Successor Agency to the Firebaugh Redevelopment Agency  
**FROM:** Ben Gallegos, City Manager  
**MEETING DATE:** January 13, 2016  
**SUBJECT:** RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND  
ADMINISTRATIVE BUDGET FOR JULY 1, 2016 THROUGH JUNE 30, 2017

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### **RECOMMENDATIONS**

1. To adopt a resolution of the Successor Agency to the Firebaugh Redevelopment Agency approving the Recognized Obligation Payment Schedule ("ROPS") 2016-17 and Administrative Budget for the July 1, 2016 through June 30, 2017 period.

### **BACKGROUND**

On December 29, 2011, the California Supreme Court issued its decision in *CRA v. Matosantos*, upholding AB 1X 26, which dissolves all redevelopment agencies in California, and overturning AB 1X 27, the "voluntary alternative redevelopment program." After the redevelopment program provided in AB 1X 27 was ruled unconstitutional by the Court, all California redevelopment agencies were required to dissolve. On February 1, 2012, redevelopment agencies throughout the State were eliminated and successor agencies assumed the responsibility of winding down the activities of their respective redevelopment agencies. The City of Firebaugh ("City") serves as the Successor Agency of the former Firebaugh Redevelopment Agency.

### **ANALYSIS**

#### **Recognized Obligation Payment Schedule**

Health and Safety Code Section (HSC) 34177(l) requires the Successor Agency to prepare a ROPS showing all the obligations of the former Redevelopment Agency and the sources of funds for the repayments. According to Health and Safety Code Section 34177(m), the ROPS covering the period July 1, 2016 through June 30, 2017 must be approved by the Oversight Board and sent to the Department of Finance (DOF) and County Auditor-Controller by February 1, 2016.

The Successor Agency anticipates that the Oversight Board will approve the ROPS during their meeting on January 21, 2016. Distribution of redevelopment property tax revenue will occur on June 1, 2016 and January 2, 2017.

The Successor Agency is requesting a total of \$725,652 in Redevelopment Property Tax Trust Fund money to fund ROPS obligations, \$415,523 for the first half of the fiscal year and \$310,129 for the second half of the fiscal year. The obligations listed on the ROPS include:

- 2014 Refunding Bond Debt Service
- Bond Disclosure Fees
- Successor Agency Employee Costs
- Property Disposition Costs

Administrative Budget

HSC Section 34177(j) requires the Successor Agency to prepare an Administrative Budget and submit it to the Oversight Board for approval. The Administrative Budget includes the proposed administrative expenditures, including the reclassified items per DOF, for the 2016-17 Fiscal Year. The Successor Agency anticipates spending the entire \$250,000 minimum annual administrative allocation described in HSC Section 34171 (b).

**FISCAL IMPACT**

Adoption and transmittal of the ROPS is necessary to receive revenue from the Redevelopment Property Tax Trust Fund to fund the Successor Agency's financial obligations from July 1, 2016 through June 30, 2017.

**ATTACHMENTS**

Attachment 1: Resolution approving the Recognized Obligation Payment Schedule 2016-17 and Administrative Budget for July 1, 2016 through June 30, 2017.



**RESOLUTION NO. 16-03**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JULY 1, 2016 THROUGH JUNE 30, 2017 AND THE ADMINISTRATIVE BUDGET FOR JULY 1, 2016 THROUGH JUNE 30, 2017**

**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 recognized obligation payment schedule ("ROPS") for the ensuing twelve-month period for consideration by a local oversight board and California State Department of Finance ("DOF") for purposes of administering the wind-down of financial obligations of the former Redevelopment Agency; and

**WHEREAS**, as amended by Assembly Bill 1484 ("AB 1484"), the Dissolution Act requires that the proposed ROPS be transmitted to the local oversight board, county auditor-controller, county executive officer, and DOF, after which time the oversight board may approve and transmit the adopted ROPS to DOF and the county auditor-controller for their consideration; and

**WHEREAS**, the proposed ROPS for the twelve-month period from July 1, 2016 through June 30, 2017 attached hereto as Exhibit "A" has been prepared by staff and consultants consistent with the provisions of the Dissolution Act and in the format made available by DOF; and

**WHEREAS**, Section 34177(j) of the Dissolution Act requires the Successor Agency to prepare a proposed administrative budget and submit it to the Oversight Board for approval; and

**WHEREAS**, pursuant to Section 34177(j), the Successor Agency's "Administrative Budget" is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the up-coming twelve-month fiscal period; (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the city serving as Successor Agency; and

**WHEREAS**, the Successor Agency desires to approve ROPS 16-17 along with the administrative budget for the July 1, 2016 to June 30, 2017, and transmit it to various parties as required by the Dissolution Act and AB 1484.

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.      Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference.

**Section 2.      Approval of ROPS and Administrative Budget.** The Successor Agency hereby approves and adopts the ROPS and Administrative Budget covering the period July 1, 2016 through June 30, 2017, in substantially the form attached hereto as Exhibit A, as required by the Dissolution Act and AB 1484.

**Section 3. Posting; Transmittal to Appropriate Agencies.** The City Manager is hereby authorized and directed to post of copy of the ROPS and Administrative Budget on the City's website and transmit a copy of the ROPS and Administrative Budget to the Oversight Board for their approval and to the offices of the Fresno County Auditor-Controller, the Fresno County Executive Officer, and the State Controller's Office.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Successor Agency, on the 13<sup>th</sup> day of January, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
RITA LOZANO, DEPUTY CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ROY SANTOS, 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 13<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Rita Lozano  
Deputy City Clerk

**EXHIBIT A**

RECOGNIZED OBLIGATION PAYMENT SCHEDULE 16-17

AND

ADMINISTRATIVE BUDGET

July 1, 2016 through June 30, 2017

# Recognized Obligation Payment Schedule (ROPS 16-17) - Summary

Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency: Firebaugh  
County: Fresno

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)				ROPS 16-17
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding				Total
A	Sources (B+C+D):	16-17A Total	16-17B Total	
B	Bond Proceeds Funding	\$ 408,082 \$	- \$	408,082
C	Reserve Balance Funding	408,082	-	408,082
D	Other Funding	-	-	-
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 415,623 \$	310,229 \$	725,852
F	Non-Administrative Costs	290,623	185,229	475,852
G	Administrative Costs	125,000	125,000	250,000
H	Current Period Enforceable Obligations (A+E):	\$ 823,705 \$	310,229 \$	1,133,934

Certification of Oversight Board Chairman:  
Pursuant to Section 34177 (o) of the Health and Safety code, I  
hereby certify that the above is a true and accurate Recognized  
Obligation Payment Schedule for the above named successor  
agency.

Name Title  
/s/ Signature Date

Firebaugh Recognized Obligation Payr

July 1, 2016 thr

(Report Amount

A	B	C	D	E	F	G	H	I	J
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation \$	Retired
1	Successor Agency Administrative	Admin Costs	2/1/2012	6/1/2036	Employees of Successor	Detailed in Successor Agency	Firebaugh Project	11,048,843	N
17	Property Disposition Costs	Property Dispositions	1/1/2015	6/30/2015	Various Vendors	Funding for costs associated with disposing of all former RDA properties held by the Successor Agency including completing the Long Range Property Management Plan	Firebaugh Project Area, Firebaugh 86 Annex, Storey Avenue Project, Del Rio	60,000	N
19	Infrastructure Improvement Projects	Improvement/Infrastructure	1/1/2014	6/30/2014	Various Vendors	Infrastructure improvement projects to be funded with existing bond proceeds	Firebaugh Project Area, Firebaugh 86 Annex, Storey Avenue Project, Del Rio	408,082	N
22	2014 Refunding Bonds Series A	Refunding Bonds Issued After 6/27/12	5/30/2014	12/1/2035	Western Alliance Bank	Refunding of 2005 TABS	Firebaugh Project Area, Firebaugh 86 Annex, Storey Avenue Project, Del Rio	3,336,620	N
23	2014 Refunding Bonds Series B	Refunding Bonds Issued After 6/27/12	5/30/2014	12/1/2035	Western Alliance Bank	Refunding of 2005 TABS	Firebaugh Project Area, Firebaugh 86 Annex, Storey Avenue Project, Del Rio	2,324,141	N
24	Continuing Disclosure Services	Professional Services	6/16/2014	12/1/2035	A.M. Peche & Associates LLC	Continuing disclosure services associated with the 2014 refunding bonds	Firebaugh Project Area, Firebaugh 86 Annex, Storey Avenue Project, Del Rio	45,000	N

ment Schedule (ROPS 16-17) - ROPS Detail

ough June 30, 2017

ts in Whole Dollars)

K	L	M	N	O	P	Q	R	S	T	U	V	W
<b>16-17A</b>												
Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)												
ROPS 16-17 Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17A Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17B Total
	\$ 1,133,934	\$ -	\$ -	\$ 290,623	\$ 125,000		\$ -	\$ -	\$ -	\$ 185,229	\$ 125,000	
	\$ 250,000				125,000						125,000	
	\$ 60,000			30,000						30,000		
\$ 408,082	408,082					\$ 408,082						\$ -
\$ 156,803				78,402		\$ 78,402				78,402		\$ 78,402
\$ 253,849				179,621		\$ 179,621				74,228		\$ 74,228
\$ 5,200				2,600		\$ 2,600				2,600		\$ 2,600

**Firebaugh Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances**  
**(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see <u>CASH BALANCE TIPS SHEET</u> .									
A	B	C	D	E	F	G	H	I	
Cash Balance Information by ROPS Period									
Fund Sources									
Bond Proceeds		Reserve Balance		Other		RPTTF			
Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.		Non-Admin and Admin		Comments	
ROPS 15-16A Actuals (07/01/15 - 12/31/15)									
1	Beginning Available Cash Balance (Actual 07/01/15)	484,151					237,573		
2	Revenue/Income (Actual 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015					7,200	146,947		
3	Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)								
4	Retention of Available Cash Balance (Actual 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	76,069				7,200	280,299		
5	ROPS 15-16A RPTTF Balances Remaining	No entry required							
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 408,082	\$ -	\$ -	\$ -	\$ -	\$ 47,926		
ROPS 15-16B Estimate (01/01/16 - 06/30/16)									
7	Beginning Available Cash Balance (Actual 01/01/16) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 408,082	\$ -	\$ -	\$ -	\$ -	\$ 104,221		
8	Revenue/Income (Estimate 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016						256,929		
9	Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)						313,224		
10	Retention of Available Cash Balance (Estimate 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ 408,082	\$ -	\$ -	\$ -	\$ -	\$ 47,926		

**Firebaugh Recognized Obligation Payment Schedule (ROPS 16-17) - Notes July 1, 2016 through June 30, 2017**

**Item #**

**Notes/Comments**



**FIREBAUGH SUCCESSOR AGENCY ADMINISTRATIVE BUDGET (FISCAL YEAR 2016-17)**

<b>External Consultants</b>	
Attorney Costs	\$ 20,000
Annual Audit	\$ 6,000
Consultant Costs	\$ 50,000
	\$ 76,000
<b>Successor Agency Expenses</b>	
Successor Agency rent and utilities	\$ 7,500
Successor Agency supplies	\$ 500
Successor Agency equipment	\$ 500
Successor Agency publications	\$ 500
Salaries and Benefits	\$ 140,000
Internet hosting	\$ 500
IT support	\$ 1,000
Travel expenses/seminars	\$ 500
Risk management/Insurance	\$ 7,000
	\$ 158,000
<b>Oversight Board Expenses</b>	
Legal Costs	\$ 15,000
Materials	\$ 1,000
	\$ 16,000
<b>Estimated Grand Total</b>	<b>\$ 250,000</b>
<b>FY 2016-7 Administrative Activities</b>	
County correspondence/coordination	Successor Agency Staff, RSG, Legal Counsel
State correspondence/coordination	Successor Agency Staff, RSG, Legal Counsel
Prepare ROPS	Successor Agency Staff, RSG, Legal Counsel
Prepare admin budget	Successor Agency Staff, RSG, Legal Counsel
Oversight Board staff support	Successor Agency Staff, RSG, Legal Counsel
Management of dissolution activities	Successor Agency Staff, RSG, Legal Counsel
Disclosure Services	Successor Agency Staff, RSG, Legal Counsel
Annual Audit	A.M. Peche
Manage/monitor finances	Bryant Jolley
Agendas/minutes/Brown Act records assistance	Successor Agency Staff, RSG
	Successor Agency Staff



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## AGENDA ITEM

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**TO:** SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY  
**SUBJECT:** REDEVLEOPMENT DISSOLUTION CONSULTING SERVICES  
**DATE:** JANUARY 13, 2016

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### **BACKGROUND:**

The dissolution of the Firebaugh Redevelopment Agency is complex and arduous. Staff requires financial, real estate, and management consulting services to help deal with the numerous deadlines and requirements of ABx1 26, AB 1484, SB 107 and any new legislation that may come into effect.

### ***Redevelopment Dissolution Consulting Services***

The City of Firebaugh and the Successor Agency to the Firebaugh Redevelopment Agency have been working with Rosenow Spevacek Group, Inc. ("RSG") to provide consulting services related to the dissolution of the former Firebaugh Redevelopment Agency since 2011. To date, RSG has assisted with:

- Operational startup activities to create the Successor Agency, Housing Successor Entity, and Oversight Board
- Recognized Obligation Payment Schedules (ROPS) covering six month periods from January 2012 to the present
- The Successor Agency's Administrative Budget for Fiscal Years 2012-13, 2013-14, 2014-15, and 2015-16
- Ten-Year Cash Flow Analyses to aid preparation of the ROPS and inform other planning activities
- City Loan Agreements to cover shortfalls in prior ROPS periods
- Due Diligence Review advisory services
- Property and asset disposition services including the Long Range Property Management Plan and the sale of three properties
- Review and analysis of contracts, agreements, and other documents
- Documents and presentations for City Council, Successor Agency, and Oversight Board Meetings
- Documents and presentations for meetings with State and County agencies
- Correspondence with State, County, and other agencies as needed
- General project advisory and management Services
- Legislative tracking, analysis, and advice
- Other services as needed

A new contract for administrative services is proposed in a not-to-exceed amount of \$50,000 to continue providing consulting services in FY 2016-17. The contract also amends the budgeted amount for FY 2015-16 to add \$15,000 to close out the remainder of the year. The FY 2015-16 amount will allow RSG to complete property disposition services and prepare the annual 2016-17 ROPS. The original amount was exceeded due to unforeseen property disposition costs.

RSG will consult on all activities required by the Dissolution Act, which may include but are not limited to:

- Financial Planning and Transition Services, including preparation of Recognized Obligation Payment Schedules (ROPS), Administrative Budgets, and Cash Flows
- Asset Disposition Strategic Planning, including preparation of transfer documents for Successor Agency assets
- General Financial Advisory Services
- Project Advisory Services
- Project Management Services
- Meeting, Agenda, Staff Report Assistance for the City Council, Successor Agency, and Oversight Board
- Meeting Preparation and Attendance with State, County and other agencies as required
- Taxing Entity Consultations
- Property Disposition
- Monitoring of Legal Requirements and Agreements
- Legislative Analysis
- Others Services as Designated

The fee stated in the proposal matches the amount approved by the Successor Agency and Oversight Board in the FY 2015-16 Administrative Budget. Property disposition cost will be charged to the respective line item on the ROPS. Costs for services will be paid on a monthly basis as they accrue on a time and material basis by the Successor Agency.

### **RECOMMENDATIONS**

1. Approve the attached Proposal for Consulting Services from RSG relating to Successor Agency matters and enter into the contract subject to Oversight Board approval.

### **FISCAL IMPACT**

The increased cost of \$15,000 associated with the FY 2015-16 RSG Contract for Consulting Services will be paid out of the FY 2015-16 Administrative Allowance of \$250,000. The FY 2016-17 amount of \$50,000 will be paid from the subsequent FY 2016-17 Administrative Allowance. The Successor Agency has reduced its internal costs in recent ROPS cycles so it is anticipated that there will be sufficient Administrative Allowance to cover the costs of the RSG Contract.

### **Enclosures**

1. Consulting Services Proposal from RSG dated January 6, 2016.



BETTER COMMUNITIES. BOLDER FUTURES.

ROSENOW SPEVACEK GROUP INC.  
309 WEST 4TH STREET  
SANTA ANA, CALIFORNIA  
92701-4502

T 714 541 4585  
F 714 541 1175  
E INFO@WEBRSG.COM  
WEBRSG.COM

**Via Electronic Mail**

January 6, 2015

Mr. Ben Gallegos  
Interim City Manager  
CITY OF FIREBAUGH  
1133 "P" St.  
Firebaugh, CA 93622

**PROPOSAL FOR SUCCESSOR AGENCY ADMINISTRATIVE CONSULTING SERVICES**

Dear Mr. Gallegos:

RSG is pleased to present this proposed scope of work and budget to provide the Successor Agency to the Redevelopment Agency of the City of Firebaugh ("Successor Agency") administrative consulting services for the 2016-17 fiscal year. RSG has been working with the Successor Agency since the beginning of the dissolution of the Firebaugh Redevelopment Agency in 2011. With RSG's assistance, the Successor Agency has overcome many hurdles, fulfilled numerous state reporting requirements, and sold former redevelopment Agency property. RSG would like to continue to serve the Successor Agency in its capacity as Administrative Consultants and see the Successor Agency through to the end of this arduous process.

Senate Bill 107, approved by the Governor on September 22, 2015, modified the Dissolution Act and the wind-down process of former redevelopment agencies. Some notable changes include:

- Annual ROPS – Instead of preparing the ROPS twice per year, it will be completed once per year due on February 1st annually.
- Administrative Allocation – Beginning on July 1, 2016, a successor agency administrative allowance will be limited to 50% of the total Redevelopment Property Tax Trust Fund distributed to pay enforceable obligations in the preceding fiscal year reduced by administrative costs and revitalized loan repayments, the latter amount is the administrative cost allowance.
- County-wide Oversight Board – On July 1, 2018, there will be only oversight board for the entire county and your local oversight board will be terminated.
- Prior Period Adjustments - Commencing October 1, 2018 and annually thereafter, the differences between actual payments and past estimated obligations on the ROPS shall be submitted by SA to the county auditor-controller.

FISCAL HEALTH  
ECONOMIC DEVELOPMENT  
REAL ESTATE, HOUSING  
AND HEALTHY COMMUNITIES

## **SCOPE OF SERVICES**

The proposed Scope of Services is based upon our experience with the Successor Agency and upcoming tasks that we have identified. RSG is happy to discuss modifications to the scope as needed to satisfy the City's needs. RSG has identified the following tasks:

### **Task 1: Budget and Cash Flow Work**

The Successor Agency has faced many challenges throughout the dissolution process, not the least of which has been budget shortfalls during Recognized Obligation Payment Schedule periods. RSG will continue to maintain a working cash flow model for the Successor Agency to anticipate any future budget shortfalls. In addition, RSG will assist the Successor Agency in working to close any budget gaps by employing the variety of methods.

### **Task 2: Complete Annual ROPS and accompanying Administrative Budgets**

The Successor Agency must submit a Recognized Obligation Payment Schedule ("ROPS") to the Oversight Board and Department of Finance annually. RSG will assist the Successor Agency in completing the 2017-18 ROPS that will be addressed during the 2016-17 fiscal year. Should an issue arise during the Department of Finance's review of the ROPS, RSG would assist the Successor Agency in drafting a Meet and Confer request and is available to attend the meeting. The Successor Agency must submit an annual administrative budget supporting the use of the \$250,000 annual administrative allowance allowed by law. RSG will assist the Successor Agency in preparing the annual administrative budget for fiscal year 2017-18, which will be submitted along with ROPS. The Successor Agency is allowed to amend the ROPS once during the period. RSG can assist the Successor Agency if this needed arises.

### **Task 3: Help the Successor Agency Navigate New Legislation**

RSG will keep abreast of these changes and help the Successor Agency adapt and adjust their processes as needed. One example is the proposal to change the ROPS process from bi-annual to annual. Should this change occur, RSG will help the Successor Agency in drafting their first annual ROPS.

### **Task 4: Assist the Successor Agency with Property Disposition**

With an approved Long-Range Property Management Plan, the Successor Agency must now work to dispose of all properties it proposed to sell. While specific services associated with property disposition such as brokerage services or the cost of conducting appraisals can be listed on the ROPS outside the Administrative Budget, RSG's continued guidance through this complex process will be paid for through its general contract.

### **Task 5: Attend Meetings as Necessary**

RSG will make a staff member available to the Successor Agency should they need assistance at any Successor Agency or Oversight Board meetings.

### **Task 6: Additional Administrative Services as Needed**

RSG will assist the Successor Agency with any additional administrative tasks as they arise.

## **TIMELINE**

RSG will begin this portion of its contract with the Successor Agency January 1, 2016 and will conclude June 30, 2017.

## **PROJECT TEAM**

Ms. Tara Matthews, Partner will be the principal in charge of this engagement. Jane Carlson, Associate will be the Project Manager, and will be assisted by additional staff as needed.

## **FEE PROPOSAL**

RSG will complete consulting services for remainder of FY 2015-16 for an additional \$15,000. RSG exceeded the original contract amount of \$50,000 due to unforeseen property disposition costs.

We will provide FY 2016-17 services on a time-and-materials basis, with a not to exceed amount of \$50,000. RSG does not charge clients for mileage (except direct costs related to field surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

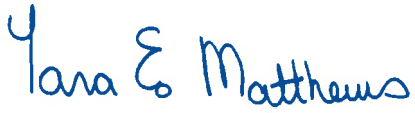
## **HOURLY BILLING RATES:**

Principal/Director	\$ 235
Senior Associate	180
Associate	160
Senior Analyst	135
Analyst	125
Research Assistant	110
Technician	80
Clerical	60
Reimbursable Expenses	Cost plus 10%

We appreciate the opportunity to submit our proposal to the City and Successor Agency, and look forward to working with you again. If you have any questions, please do not hesitate to contact me at 714.316.2111.

Mr. Ben Gallegos  
Interim City Manager  
CITY OF FIREBAUGH  
January 6, 2015  
Page 4

Sincerely,  
ROSENOW SPEVACEK GROUP, INC.

A handwritten signature in blue ink that reads "Tara E. Matthews". The signature is written in a cursive, flowing style.

Tara Matthews  
Principal



## STAFF REPORT

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TO: Successor Agency  
FROM: Ben Gallegos, Interim City Manager  
DATE: January 13, 2016  
SUBJECT: Recommend Purchase Offer to the Oversight Board for Final Selection

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### **RECOMMENDATION:**

Recommend a purchase offer to the Oversight Board to the Firebaugh Successor Agency for purchase and development of 1458 11<sup>th</sup> Street, located in the City of Firebaugh.

### **BACKGROUND AND OVERVIEW:**

Assembly Bill ("AB") x1 26, amended by AB 1484 and Senate Bill 107, codified in the California Health & Safety Code ("H&SC") requires successor agencies to prepare a Long-Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former redevelopment agency. The Firebaugh Successor Agency ("Successor Agency") prepared a LRPMP, which was approved by the Oversight Board to the Firebaugh Successor Agency ("Oversight Board") on September 19, 2013 and by the California State Department of Finance ("DOF") on February 10, 2014.

Disposing LRPMP properties is complex process. AB 1484 required successor agencies to dispose of all former redevelopment agency properties, but provided little direction for how to go about doing this. In particular, the law did not clearly define the role of the Successor Agency and Oversight Board in the property disposition process. To provide clarity in the disposition process, the Successor Agency and Oversight Board adopted Property Disposition Procedures ("Disposition Procedures") to govern the sale of all Firebaugh LRPMP properties. These Disposition Procedures were approved by DOF on May 23, 2014.

The LRPMP prepared by the Successor Agency identified seven properties to dispose. Of those seven properties, the Fresno County Housing Authority purchased two properties in the summer of 2014 for an affordable housing development known as the Gateway Project. The Successor Agency took several different approaches to dispose the remaining five properties.

- First, the Successor Agency issued a Request for Proposals ("RFP") for the two properties located on N Street. The RFP solicited only two responses and the Successor Agency put the process on hold.
- Next, the Successor Agency entered into an agreement with Colliers International to market and sell the properties. Colliers cancelled this contract before they sold any properties.
- Lastly, the Successor Agency retained Rosenow Spevacek Group ("RSG"), the Successor Agency's general consultant, to serve as real estate advisor and list the properties on the open real estate market.

RSG received several inquiries and offers to purchase the LRPMP properties. All offers were presented in detail to the Successor Agency during open and closed sessions at public City Council meetings. For the more coveted properties, the Successor Agency requested each potential buyer to communicate their plans for the property and



propose a Schedules of Improvements. These plans were used to determine which offer to recommend to the Oversight Board. In addition, Section 203 of the Disposition Procedures lists other factors to consider when deciding on a recommended offer to purchase a property.

### **ANALYSIS:**

The Successor Agency received the following offers for 1458 11<sup>th</sup> Street:

Date Received	Buyer	Broker	Agent	Offer Price
10/30/2015	Salvador and Isidro Vasquez	Century 21	Lucy Salazar	\$22,000
	City of Firebaugh	None	None	\$3,250

The Successor Agency recommends that the Oversight Board accept the offer from the City of Firebaugh for \$3,250. The City of Firebaugh wants to ensure that the property is properly cleared for development. The existing condemned building was to be demolished by the former redevelopment agency. However, the dissolution of redevelopment agencies stalled the plan.

The property was listed for sale on September 8, 2015. On October 30, 2015, RSG received one offer at an offer price of \$22,000. The interested buyer withdrew their offer because they did not want to be financially responsible for clearing the condemned building. No other offers have been received for this property. The City is proposing to purchase the site for the appraised value less the cost of site clearance. An estimate for the site clearance cost is included as Attachment 2.

### **Next Steps**

The Successor Agency has prepared and presented, for execution, to the City of Firebaugh, a Purchase and Sale Agreements (“PSA”) for the property listed above. The PSA will be presented to the Oversight Board for acceptance and approval. Upon Oversight Board approval, the Successor Agency can completely execute the PSA and open escrow on the property. Once the property is in escrow, RSG will no longer accept offers for the property.

The Successor Agency may choose to execute a PSA before taking it to the Oversight Board; however, the terms of the agreement will be valid only after Oversight Board approval. If the Oversight Board objects to the recommendation, the Successor Agency will continue to entertain new offers, review current offers, and consider an alternative recommendation.

### **FISCAL IMPACT:**

Proceeds from the sale of Successor Agency LRPMP properties will be distributed to the local taxing entities through the Recognized Obligation Payment Schedule process.

### **ATTACHMENTS:**

Attachment 1 – Resolution Recommending a Purchase Offers to the Oversight Board for Purchase and Development of 1458 11<sup>th</sup> Street

Attachment 2 – Bid for Site Clearance of 1458 11<sup>th</sup> Street

## **RESOLUTION NO. 16-04**

### **A RESOLUTION OF THE SUCCESSOR AGENCY TO CITY OF FIREBAUGH REDEVELOPMENT AGENCY RECOMMENDING A PURCHASE OFFER TO THE OVERSIGHT BOARD FOR 1458 11<sup>TH</sup> STREET**

**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 a local oversight board and 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 seven properties as assets of the Successor Agency that the Successor Agency wishes to sell, including 1458 11<sup>th</sup> Street; and

**WHEREAS**, the Successor Agency employed Rosenow Spevacek Group ("RSG") to list 1458 11<sup>th</sup> Street on the open real estate market; and

**WHEREAS**, the Successor Agency received one purchase offer for 1458 11<sup>th</sup> Street that was subsequently withdrawn because the offeror did not want to pay for demolition and removal of the existing condemned structure; and

**WHEREAS**, the City of Firebaugh has elected to purchase the property and clear the site; and

**WHEREAS**, the City of Firebaugh's offer amount of \$3,250 reflects the appraised value of \$22,000 less the \$18,750 it will cost to clear the site. The appraised value did not account for the cost to remove the condemned building from the site and was valued as land only; and

**WHEREAS**, the Successor Agency Board reviewed the purchase offers and has selected one to recommend to the Oversight Board for final acceptance; and

**WHEREAS**, the Oversight Board can choose to concur with the Successor Agency's analysis and recommendation and authorize the Successor Agency to accept an offer and enter into a Purchase and Sale Agreement (Attachment 1). Or the Oversight Board can return the offers to the Successor Agency for additional review.

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

**Section 1.      Recitals.** The Successor Agency finds and determines that the foregoing recitals are true and correct.

**Section 2.      Purchase Offer Recommendation.** The Successor Agency recommends the Oversight Board accept the purchase offer from the City of Firebaugh for \$3,250.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Successor Agency, on the 13<sup>th</sup> day of January, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

ATTEST:

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
RITA LOZANO, DEPUTY CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ROY SANTOS, 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 13<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Rita Lozano  
Deputy City Clerk

# KROEKER, INC.

DEMOLITION AND RECYCLING CONTRACTORS

CA LIC 621866 A C12 C21 C57 C61/D06 HAZ ASB • AZ LIC 131453 A • NV LIC 50909 A

December 22, 2015

Ben Gallegos  
Public Works Director  
City of Firebaugh  
1133 "P" Street  
Firebaugh CA 93622

Re: Demolition Proposal "City Owned Building"  
Address unknown.

Ben,

Please find below our scope of work and clarifications to provide you with the following services. We propose to perform the demolition and clearing activities as presented in our walk yesterday 12-21-2015.

Removal of Building, foundations and on-site utilities. Water & Sewer will be capped at the property line.

**Our Price L.S. \$18,750.00**

**Exclusions:**

Permits, cost of bonds, hazardous waste removal, traffic control, any repairs to existing right of way facilities not clearly marked. SWPPP design, installation or maintenance except where disturbed by our operations, and protection of utilities to be used at a later date.

**Clarifications:**


The west wall composed of brick construction is in close proximity to an alley that contains Utility poles with a number of utilities utilizing the structure. The City must make arrangements with all the utilities and coordinate a clearance during the removal of that wall. Also there is a power line that runs directly over the building to be removed which will need to be reenergized during the demolition. It also appears the phone line to the adjacent building is still attached to the back of the building to be removed. It is our understanding the Asbestos abatement has been completed. We are requesting copies of the Notification, and Release from the SJVAPCD prior to signing a contract.

**COSTS:**

The price for the above work is **\$18,750.00**. Additional work beyond the Scope of Work will be charged in accordance with the current Kroeker, Inc. rate sheet. Our bid price is valid for thirty (30) days. Our terms are cash, net thirty (30) days. Past due accounts will be charged at 1-1/2% per month. This is an annual rate of 18%. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, Box 26000, Sacramento, CA 95826.

Thank you again for the opportunity to submit this bid. To authorize our services, please sign and return one (1) copy of this letter, which will serve as our agreement and authorization to proceed. The prompt return of this signed proposal will help facilitate an early start.

Sincerely,

  
Rodney Ainsworth  
General Manager



4627 S. Chestnut Ave. • Fresno, CA 93725-9370  
Tel (559) 237-3764 (FROG) • Fax (559) 268-3366 (DEMO)  
Toll Free (800) J KROEKER (557-6353)  
www.kroekerinc.com



**PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS**  
**(1458 11<sup>th</sup> Street; City of Firebaugh)**

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“PSA” or “Agreement”), dated for reference purposes only as of January \_\_, 2016, is by and between the City of Firebaugh, a municipal corporation, as Successor Agency to the Firebaugh Redevelopment Agency (“Successor Agency” or “Seller”), and the City of Firebaugh (“City” or “Purchaser”). The Successor Agency and the City shall be deemed as separated legal entities. Seller and Purchaser are referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

A. Seller is the fee owner of approximately 5,405 square feet of real property located at 1458 11<sup>th</sup> Street in the City of Firebaugh, Fresno County, California, described as Assessor’s Parcel Number 008-074-01 and more particularly described in the Legal Description attached hereto as Exhibit A, attached hereto and incorporated herein, including all improvements located thereon (“Property”); and all rights, privileges, easements and appurtenances to the Property, if any, including, without limitation, all of Seller’s right, title and interest, if any, in and to all minerals, oil, gas and other hydrocarbon substances, development rights and water stock relating thereto; and all of Seller’s right, title and interest in and to any easements and other appurtenances used or connected with the beneficial use or enjoyment of the Property together with Seller’s interest in and to any architectural, site, landscaping, or other permits, applications, development rights or agreements, licenses, approvals, certificates, authorizations and other entitlements, will serve letters, transferable guarantees and warranties covering the Property, all contract rights (including rights under the Service Contracts as hereinafter defined), books, records, reports, test results, environmental assessments, as-built plans, specifications and other similar documents and materials relating to the use or operation, maintenance or repair of the Property or the construction or fabrication thereof, and all transferable utility contracts relating to the Property, to the extent assignable and accepted by Purchaser.

B. In December 2011, a California State Supreme Court ruling on the constitutional validity of two 2011 legislative budget trailer bills, Assembly Bill (“AB”) 1X 26 (Chapter 5, Statutes of 2011) and AB1X 27 (Chapter 6, Statutes of 2011), resulted in the outright elimination of all 425 redevelopment agencies in the State of California. The dissolution procedures under AB1X 26 include a process for the disposition and/or transfer of assets, including property holdings of former redevelopment agencies. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of AB1X 26, including the process for asset management/disposition/transfers. Senate Bill (“SB”) 107, which was signed by the Governor on September 22, 2015 also made changes to the property disposition provisions of AB1X 26 and AB 1484. All three pieces of legislation are herein referred to as the Dissolution Act.

C. Under the Dissolution Act, the Property is subject to the disposition process requiring the California State Department of Finance (“DOF”) to approve a Long-Range Property Management Plan (“PMP”) prepared by the Successor Agency describing the proposed

sale of properties owned by the Successor Agency, including the Property. The Property is also subject to the Property Disposition Procedures, attached hereto as Exhibit B, adopted by the Successor Agency to the Redevelopment Agency of the City of Firebaugh ("Successor Agency") on April 15, 2015 and the Oversight Board to the Successor Agency to the Redevelopment Agency of the City of Firebaugh ("Oversight Board") on May 15, 2015.

D. Seller desires to sell, and Purchaser desires to purchase, the Property, all in accordance with the terms set forth below.

### **TERMS & CONDITIONS**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Purchaser agree as follows:

1. **Sale.** On the terms contained herein and subject to the conditions of this PSA, Purchaser hereby agrees to purchase from Seller, and Seller agrees to sell to Purchaser the Property, on the Closing Date, as defined in Section 12.

2. **Acceptance.** Following Oversight Board approval, Seller shall accept and execute this PSA ("Acceptance"). The PSA shall be deemed accepted upon approval by the Oversight Board and full execution by the Seller and Purchaser.

3. **Opening of Escrow.** Within five (5) business days of Acceptance, the parties shall open an escrow ("Escrow") with Escrow Holder by causing an executed copy of this PSA to be deposited with Claudia Holcomb, Escrow Officer, Orange Coast Title Company, 3536 Concours, #120 Ontario, CA 91764, Telephone: (909) 987-5433, Email: claudiah@octitle.com ("Escrow Holder"). Escrow shall be deemed open on the date that a fully executed copy of this PSA is delivered to Escrow Holder and accepted by Escrow Holder as evidenced by Escrow Holder's execution of this PSA ("Opening of Escrow").

4. **Payment of Purchase Price and Deposit.** The purchase price for the Property ("Purchase Price") shall be in the amount of Three-Thousand Two-Hundred Fifty and 00/100 Dollars (\$3,250.00). City agrees to pay to Successor Agency, and Successor Agency agrees to accept from City, as and for the full purchase price for said real property, fixtures & equipment, improvements pertaining to the realty, severance damages, and relocation claims pursuant to Government Code §7260 et. seq., the total sum of Three Thousand Two Hundred Fifty and 00/100 Dollars (\$3,250.00). City agrees to deposit said purchase price in escrow with the Escrow Agent within thirty (30) days from and after the date on which the PSA is deemed accepted as defined in Section 2. The full payment of the purchase price shall serve as the escrow deposit. The Escrow Holder is hereby authorized to pay the same to Agency upon and after: (a) Conveyance of said real property by Agency to City as hereinabove provided; (b) Acceptance by City of a Grant Deed conveying said real property to City; (c) Delivery to City of the policy of title insurance as hereinabove provided; (d) Recordation of the Deed conveying said real property to City.

**5. Closing Deliveries to Escrow Holder.**

5.1 By Seller. Seller hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder within one (1) Business Day prior to the Closing Date the following documents:

5.1.1 Deed. An executed grant deed in the form attached hereto as Exhibit C ("Deed").

5.1.2 Non-Foreign Certification. Seller shall deliver to Escrow Holder a certification duly executed by Seller under penalty of perjury in the form of, and upon the terms set forth in, the Transferor's Certification of Non-Foreign Status ("FIRPTA Certificate"), setting forth Seller's address and federal tax identification number and certifying that Seller is a "United States Person" and that Seller is not a "foreign person" in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

5.1.3 Closing Statement. An executed settlement statement reflecting the pro-rations and adjustments required under Section 10.

5.1.4 Closing Documents. Any additional tax forms, recordation forms, 1099s or other documents as may be reasonably required by the Escrow Holder or the Title Company to consummate the transaction contemplated by this Purchase and Sale Agreement.

5.1.5 Cash Pro-rations. The amount, if any, required of Seller under Section 10.

5.2 By Purchaser. Purchaser hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Seller.

5.2.1 Purchase Price. Purchaser shall deliver to Escrow Holder the Purchase Price in accordance with Section 4.

5.2.2 Preliminary Change of Ownership Report. Purchaser shall deliver to Escrow Holder a Preliminary Change of Ownership Report completed in the manner required in Fresno County.

5.3 Additional Closing Items. Each party shall also execute and deliver to the Escrow Holder such documents, certificates and instruments as may customarily be required in transactions of this type. The items required to be submitted to the Escrow Holder pursuant to this Section and Sections 5.1 and 5.2 are referred to herein collectively as the "Closing Items."

6. **Title.** As evidence of title, within five (5) days of the Opening of Escrow, or as soon thereafter as is reasonably practical, the Seller shall deliver to the Purchaser a commitment

for an owner's policy of title insurance with standard exceptions ("Title Insurance Commitment") issued by Orange Coast Title Company (Rick Jacobsen, Escrow Officer, Orange Coast Title Company, 3536 Concoors, #120 Ontario, CA 91764, Telephone: (909) 987-5433, Email: rickj@octitle.com) ("Title Company"), in the amount of the Purchase Price (or such amount as required by Purchaser), dated later than the Opening of Escrow, and guaranteeing the title in the condition required for performance of this PSA, together with copies of all documents shown in the commitment as affecting title ("Title Documents") and a scaled and dimensioned plot showing the location of any easements on the Property. At Closing, the Seller shall pay the premium for a CLTA standard coverage owner's policy.

The Purchaser shall have thirty (30) days from receipt of the Title Insurance Commitment and Title Documents to inspect the state of the title and matters affecting title, and to object to the matters shown thereby. Failure to object in writing within the above period shall constitute a waiver of the Purchaser's objections to title. If the Purchaser objects to any matter disclosed by the Title Insurance Commitment or Title Documents, then the Seller shall have ten (10) Business Days from the date it is notified in writing of the particular defects claimed, to elect, in its reasonable discretion, either: (1) to remedy the title defect that is the subject of the Purchaser's objection, or (2) not remedy the title defect that is the subject of the Purchaser's objection, at Seller's option: Seller's election shall be communicated in writing to Purchaser. If Seller elects not to remedy such title defect, then Purchaser shall have two (2) Business Days following receipt of Seller's notification under the preceding sentence to elect to either (x) waive its title objection and accept title subject to the alleged title defect, or (y) terminate this PSA.

Seller may cure any title objection that may be cured by the payment of a sum certain (such as existing mortgages, land contracts and other liens) by paying or depositing that sum at Closing.

Notwithstanding the foregoing, Purchaser hereby objects to all liens evidencing monetary encumbrances (other than liens for non-delinquent general real property taxes to be paid by Purchaser under this PSA) and Seller agrees to cause all such liens to be eliminated at Seller's sole cost (including all prepayment penalties and charges) prior to the Closing Date. At the Closing, Seller will provide the Title Company with a commercially reasonable owner's affidavit, which will include a representation by the Seller (if accurate as of the Closing) that will allow the Title Company to issue an endorsement to Purchaser's title policy against potential mechanic's and materialmen's liens; provided, however that if such representation is not accurate, Seller will work with the Title Company to provide alternative assurances to allow the Title Company to issue to Purchaser such lien endorsement at the Closing.

Notwithstanding anything to the contrary contained in this PSA, if, at any time prior to the Closing, any updates to the Title Insurance Commitment are received by Purchaser, Purchaser shall have ten (10) Business Days (regardless of the date) following Purchaser's receipt of such update and legible copies of all underlying documents referenced therein (that were not referenced in the Title Documents previously provided to Purchaser) to notify Seller of objections to items on any such updates ("Title Updates"). Purchaser, at its sole election, may hire a land surveyor for the purpose of preparing an ALTA survey for the Property (the "Survey"). Notwithstanding the foregoing, Purchaser shall have ten (10) Business Days after



receipt of the Survey to object to any matters of survey in writing to Seller, in which event the procedure set forth in this Section shall apply to such Survey objections.

7. **Possession.** Unless this PSA is earlier terminated pursuant to the terms hereof, the Seller shall deliver and the Purchaser shall accept possession of the Property on the Closing Date, without any rights of tenants or any other party in possession.

8. **Conditions to Closing.** Seller's obligation to sell and Purchaser's obligation to purchase the Property shall be subject to and expressly conditioned upon satisfaction (or waiver) of the following conditions precedent to the Closing set forth in Sections 8.1,:

8.1 Department of Finance Approval. Purchaser acknowledges that this transaction and agreement shall be contingent upon the approval of the California State DOF ("Final Approval Date"). Seller shall give Purchaser prompt written notice once the Final Approval Date has occurred. Purchaser shall have the right to terminate this PSA by written notice to the Seller if DOF approval is not obtained by the Seller within three hundred sixty-five (365) days following the Opening of Escrow.

9. **Purchaser's Contingencies, Contingency Period, Survey and Development Approvals.** Within thirty (30) calendar days following the Opening of Escrow (the "Contingency Period"), Purchaser shall have the right to perform and to seek any and all necessary investigations, inspections and approvals necessary to develop and operate the Project at the Property, as described in Sections 9.1, 9.2, and 9.3:

9.1 Review and Approval of Documents and Materials. Within ten (10) days of the Opening of Escrow, Seller shall deliver to Purchaser any and all documents, reports, surveys, environmental assessments, engineering reports, building plans and blueprints for the Property and other materials in Seller's possession or under its control or that of its agents, respecting the Property, including any Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties, any Natural Hazard Zone Disclosure Report, and all lease agreements relating to any tenant or occupant then occupying the Property (collectively, "Materials"). During the Contingency Period, Purchaser may review and evaluate the Materials to determine whether the Property is appropriate for Purchaser's proposed use, in its sole discretion.

9.2 Purchaser's Due Diligence & Survey. During the Contingency Period or Extended Contingency Period, the Purchaser and its agents may, at the Purchaser's sole expense, conduct tests and physical inspections of the property, including building inspections and environmental site assessments desired by the Purchaser. Purchaser shall also conduct such investigations with regard to zoning, building codes, and availability of permits and approvals for its intended construction and use of the Property, as it deems prudent in its sole discretion. Purchaser shall restore the Property to the condition that it was in prior to those tests and inspections and shall indemnify, defend and hold Seller harmless from all damages, costs, loss, expense (including attorney fees) and liability resulting from Purchaser's activities, acts and omissions on the Property.

Notwithstanding anything to the contrary contained in this PSA, (i) the defense, indemnity and hold harmless provision contained in this Section shall not apply to the extent such liabilities arise in connection with the negligence or willful misconduct of Seller, its employees, agents, contractors, licensees or invitees and (ii) provided further that Purchaser shall have no liability to Seller or to its employees, agents or contractors by reason of, nor shall Purchaser have any duty to indemnify, defend or hold any person or entity harmless from or against, any liabilities, including, without limitation, any claim for diminution in value of the Property or for environmental remediation or clean-up costs, resulting directly from Purchaser having merely discovered and/or reported (to the extent required by applicable law) any adverse physical condition, title condition, environmental condition or other defect with respect to the Property. The foregoing provisions shall survive the Closing or any termination of this PSA. Purchaser shall notify Seller in advance of its desire to conduct any inspections at the Property to give Seller adequate opportunity to make reasonable arrangements with the tenant in possession (if any). During the Contingency Period or Extended Contingency Period, the Purchaser shall have the right, but not the obligation, to cause a Survey of the Property at its own expense. The Survey report shall also: (1) be certified to the Purchaser and (2) be prepared and sealed by a registered California Property Surveyor. Copies of any final non-privileged, non-attorney-client work product reports and/or surveys prepared pursuant to this PSA shall be delivered to Seller. Purchaser shall not be liable for reports/Survey and said reports/Survey are provided to the Seller for reference purposes only.

9.3 Purchaser's Objections. Purchaser shall have the right at any time on or before the expiration of the Contingency Period to terminate this PSA if, during the course of Purchaser's due diligence investigations of the Property and in connection with its obtaining of the Approvals, Purchaser determines in its sole and absolute discretion that the Property is not acceptable to Purchaser. Purchaser has termination rights during the Extended Contingency Periods as described in Section 9.4.

9.4 Extended Contingency Period. Notwithstanding anything contained herein to the contrary, provided that Purchaser has been diligently pursuing its due diligence investigations of the Property and obtaining the Approvals, Purchaser and Seller shall extend the Contingency Period (each, an "Extended Contingency Period") by Purchaser notifying the Seller of its desire to do so before the prior Contingency Period or Extended Contingency Period, as applicable, has lapsed. Upon the exercise of an Extended Contingency Period, all references in this PSA to "Contingency Period" shall be deemed to include the exercised Extended Contingency Period.

(a) Each Extended Contingency Period is also referred to herein individually as an "Extended Contingency Period" and collectively as "Extended Contingency Periods."

9.5 Termination Notice. Purchaser may exercise Purchaser's termination rights pursuant to Sections 9.3 and 9.4 by delivering written notice of termination to Seller and Escrow Agent (a "Termination Notice") on or before the expiration of the Contingency Period or Extended Contingency Period, as applicable. Upon the timely delivery of such Termination Notice, this PSA shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder.

9.6 Disclaimer of Warranties. Purchaser shall acquire the Property in its "AS IS" condition and shall be responsible for any and all defects in the Property, whether patent or latent, including, without limitation, the physical, environmental, and geotechnical condition of the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under or about the Property. Except as expressly set forth in this PSA, Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property. Purchaser acknowledges that, once Purchaser obtains title to the Property, any liability of the Seller for the environmental condition of the Property shall be extinguished, and that Seller shall have no liability for remediating any environmental condition of the Property. Purchaser shall indemnify Seller against any claim or liability relating to the environmental condition of the Property; provided, however, that Seller shall remain liable for (1) any hazardous materials released into the Property while Seller owned the Property, (2) any third party claim that arose during Seller's ownership of the Property; (3) Seller's fraud or willful misconduct in connection with this PSA; and (4) breach of Seller's Representation and Warranties. The foregoing indemnity obligation shall survive the Closing.

10. **Prorated and Adjusted Items.** The following items shall be prorated and/or adjusted as follows:

10.1 Taxes. Escrow is not to be concerned with proration of Seller's taxes for the current fiscal year. Seller and Purchaser are public agencies and therefore exempt from the payment of property taxes.

10.2 Other Costs. Seller shall pay all water, sewer, telephone, and all other applicable utility charges incurred on or before the Closing Date with respect to the Property. After the Closing, Purchaser shall pay all such charges. Seller shall pay the applicable transfer taxes, the cost of recording any curative instruments and the cost of a CLTA standard coverage owner's title policy. Purchaser shall pay the cost of recording the Deed conveying title to the Property, the costs associated with Purchaser's financing, the cost of any extended coverage or ALTA owner's title policy and the cost of any title endorsements. Escrow fees shall be shared equally by the parties. Each party shall pay its own legal fees.

11. **Default.**

11.1 PURCHASER'S DEFAULT. IF PURCHASER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY UNCURED MATERIAL DEFAULT OF PURCHASER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT), SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO PURCHASER.

SELLER'S INITIALS: \_\_\_\_\_ PURCHASER'S INITIALS: \_\_\_\_\_

11.2 SELLER'S DEFAULT. IF SELLER FAILS TO COMPLETE THE SALE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY MATERIAL DEFAULT OF SELLER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT), PURCHASER MAY EITHER (I) PROCEED AGAINST SELLER BY

BRINGING AN ACTION FOR SPECIFIC PERFORMANCE UNDER THIS AGREEMENT WITHOUT ANY RIGHT TO SEEK DAMAGES OF ANY KIND OR NATURE, OR (II) TERMINATE THIS AGREEMENT.

SELLER'S INITIALS: \_\_\_\_\_ PURCHASER'S INITIALS: \_\_\_\_\_

12. **Closing.** Consummation of this sale and purchase ("Closing") shall take place within ten (10) days following the expiration of the Contingency Period, as it may be extended by one or more Extend Contingency Periods, at which time Purchaser shall provide a written waiver to Seller ("Purchaser's Closing Notice") of all conditions to Purchaser's obligation to proceed to Closing, unless this PSA has been duly and timely terminated pursuant to the provisions of this PSA. Closing shall take place at the offices of the Escrow Holder and coordinated through their affiliate offices. As used herein, "Closing Date" means the date and time on which the Deed is recorded in the Official Records of the County.

12.1 Outside Closing Date. In no event shall the Closing occur later than one hundred twenty (120) days following the Opening of Escrow (the "Outside Closing Date"). Notwithstanding Section 30.7 or any other provision of this PSA, the Outside Closing Date shall not be subject to extension for force majeure delays.

13. Pre-Closing Covenants. Between the date hereof and the Closing Date, unless otherwise consented to in writing by Purchaser, the Seller shall:

13.1 Maintain the Property in compliance with all applicable laws and in its present condition, reasonable wear and use excepted.

13.2 Not suffer or permit any new easements, encumbrances, liens or security interests to attach to the Property, or transfer or convey the Property or any portion or portions of the Property.

13.3 Not enter into or amend any contracts or agreements pertaining to the Property, which would survive the Closing and be binding upon Purchaser.

13.4 Maintain hazard and liability insurance with respect to the Property, in amounts determined to be appropriate by Seller, in Seller's reasonable discretion.

14. **Risk of Loss.**

14.1 Condemnation. If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain with respect to the Property or any portion of the Property, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding ("Condemnation") and if such Condemnation would materially and adversely affect the use or operation of the Property, have the effect of decreasing the square footage of the buildable area at the Property, or reduce or eliminate access to the Property, then Purchaser may either (a) terminate this PSA, or (b) proceed with the Closing without modifying the terms of this PSA and without reducing the Purchase Price, on the condition that Seller must assign and turn over, and Purchaser will be entitled to keep, all awards for the Condemnation that accrue to Seller;

provided, however, if any award is rendered specifically to compensate Seller for Seller's lost goodwill, such an award shall belong to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Purchaser's written consent. Seller must notify Purchaser of any notice of Condemnation of all or any portion of the Property within five (5) days after the receipt of such notice, and Purchaser must exercise its option(s) as provided in this Section within fifteen (15) days after receipt of such notice. If necessary, the Closing Date will be extended to give Purchaser the full 15-day period to make such election. Notwithstanding the foregoing, if any condemnation action is commenced prior to the Closing Date, Purchaser shall have the right to terminate this PSA and to receive the return of an amount equal to Purchaser's out-of-pocket costs incurred in connection with this transaction.

**14.2 Damage and Destruction.** If before the Closing Date any damage or destruction of the Property, or any portion of it, occurs, then within three (3) days after determination of the amount of the Insurance Proceeds (defined below) to be received with respect to such loss, Purchaser must elect, by written notice to Seller, either to: (a) terminate this PSA; or (b) receive an assignment of the Insurance Proceeds with respect to such loss and proceed to Closing without any reduction in the Purchase Price (in which event the Closing shall occur within thirty (30) days after such election). If Purchaser shall fail to provide such written notice of election within ten (10) days after determination of the amount of the Insurance Proceeds to be received with respect to such loss, then Purchaser shall be deemed to have elected to terminate this PSA. As used herein, "Insurance Proceeds" means the proceeds from any and all insurance maintained by Seller with respect to the Property and/or to such loss, including without limitation fire and casualty and liability insurance.

**15. Representations and Warranties of Seller.** Seller represents and warrants to Purchaser that, to Seller's actual knowledge, except as set forth or otherwise disclosed in this PSA, or in any exhibit to this PSA, or in any schedule of exceptions attached to this PSA:

15.1 This PSA has been duly authorized and executed on behalf of Seller. As of the Opening of Escrow, this PSA constitutes a valid and binding agreement, enforceable in accordance with its terms. As of the Opening of Escrow, Seller has obtained all consents, releases and permissions and has given all required notifications related to the transaction herein contemplated and required under any covenant, agreement, encumbrance, law or regulation to which Seller is a party or by which Seller is bound.

15.2 Seller is the fee simple owner of the Property. Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer or otherwise dispose of any portion or portions of the Property.

15.3 Seller has not received notice of violation of any applicable law, ordinance, regulation, order or requirement relating to Seller's operation or use of the Property.

15.4 To Seller's actual knowledge: (i) neither the Property nor any part thereof is in breach of any environmental laws; (ii) no part of the Property has ever been used as a landfill, dump, toxic waste disposal site or storage area; (iii) there are no underground storage tanks at the Property, or, with respect to removed tanks, at the time of removal, any contaminated soil was removed; and (iv) the Property is free of any Hazardous Materials that would trigger

response or remedial action under any environmental laws or any existing common law theory based on nuisance or strict liability. This warranty is limited to matters of which Seller has actual knowledge, and Purchaser acknowledges that Seller has not made any affirmative investigation as to environmental issues affecting the Property in connection with this PSA. As used in this PSA, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

15.5 There is no litigation pending or to the actual knowledge of Seller, threatened, against or by Seller or the Property which relates to, or if decided adversely, could have a material adverse effect upon, the Property (including condemnation or similar proceedings).

15.6 Except as disclosed in writing to Purchaser by Seller as part of the Materials, there are no leases, licenses or other occupancy or use agreements, written or oral, in effect in which Seller has granted any party rights to possession or use of the Property or any portion thereof, nor has Seller given any party an option or right of first refusal to purchase any portion of the Property.

15.7 Except as disclosed in writing to Purchaser by Seller as part of the Materials, the Property is not subject to any operating, maintenance or repair contract or other agreements that will bind the Property or Purchaser after the Closing ("Service Contracts").

15.8 Except as disclosed in the Materials, Seller has no actual knowledge of any violations of health, environmental or other applicable law, ordinance, code, order or regulation in any respect with regard to the Property.

15.9 Seller is not aware of any inaccuracy or incompleteness of any of the documents, materials or reports contained in the Materials.

15.10 To Seller's actual knowledge and except for matters of record as of the date hereof, there are no bonds or assessments or charges for any public improvements or utilities made against the Property which remain unpaid (or which will remain unpaid by Seller as of the Closing Date).

15.11 No representation, statement or warranty by Seller contained in this PSA or in any exhibit attached hereto contains or will contain any untrue statements or omits, or will omit, a material fact necessary to make the statement of fact therein recited not misleading. If, after Seller's execution hereof and prior to the Closing, any event occurs or condition exists of which Seller becomes aware which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Purchaser in writing.

All representations and warranties contained in this PSA shall be deemed remade as of the Closing Date, except in the event of a change in circumstances not within the control of Seller affecting any representations or warranties set forth herein, in which case Seller shall provide written notice to Purchaser regarding such changed circumstances within a reasonable time following such change (not to exceed five (5) Business Days following the date the City Manager/City Clerk obtains actual knowledge of the changed circumstance), and prior to the Closing. As used herein, "actual knowledge" of Seller refers to the actual knowledge of Seller's employees and agents directly involved in the negotiation and/or drafting of this PSA, those responsible for the acquisition or maintenance of the Property, the City's Legal Counsel and the City Clerk.

16. **Assignment.** This Purchase and Sale Agreement shall not be assigned by any party hereto to any person or entity without the express written consent of Seller. In the event of an assignment of Purchaser's interests under this PSA, the assignee shall agree in writing to assume and be bound by the terms and provisions hereof, in which event any assignment will not release Purchaser from any of its obligations hereunder, until the Closing at which point Purchaser's assignee shall be responsible for all obligations of Purchaser hereunder.

17. **Business Days.** As used herein, the term "Business Days" refers to Monday through Friday, excluding holidays on which the City of Firebaugh or Seller are closed for business.

18. **Binding Effect.** The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

19. **Brokers.** Seller has retained Rosenow Spevacek Group, Inc. (CalBRE Corporate Broker License #01930929) for its services as real estate advisor in this transaction ("Seller's Advisor"). Under separate agreement, the Seller will pay the Seller's Advisor a fee for advisory services. The Seller's Advisor shall not receive a commission in this transaction. Purchaser is not represented by a Broker. No commission shall be paid as a result of this transaction.

20. **Integration; Merger; Amendment; Survival of Representations.** Seller and Purchaser have not made any covenants, warranties, or representations not set forth in this PSA. This PSA constitutes the entire Agreement between the parties. Except as otherwise provided herein, all representations, warranties and covenants set forth in this PSA shall survive closing. This instrument shall as to all prior drafts or forms exchanged between the parties or executed by the parties, be the sole effective instrument between them as to the provisions set forth in this PSA. None of the terms and provisions hereof shall be altered or amended unless in writing and signed by the parties.

21. **Execution in Counterparts and by Fax/Email.** This document may be validly executed and delivered by facsimile transfer/e-mail and/or portable document format (collectively, "Electronic Copy"). Any signer who executes this document and transmits this document by Electronic Copy intends that the Electronic Copy of their signature is to be deemed an original signature for all purposes. Any such Electronic Copy printout and any complete photocopy of such Electronic Copy printout are hereby deemed to be an original counterpart of

this document. This PSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. **Notices.** All notices shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission or email, or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, one (1) Business Day after depositing with an overnight air courier, or two (2) Business Days after depositing in the mail immediately, upon transmission (as confirmed by electronic confirmation of transmission generated by the sender's machine) for any notice given by facsimile or email:

If to Seller: City of Firebaugh  
1133 P St.  
Firebaugh, CA 93622  
Attn: City Manager  
Fax: (559) 659-2043  
Email: citymanager@ci.firebaugh.ca.us

with a copy to: Lozano Smith LLP  
7404 North Spalding  
Fresno, CA 93720-3370  
Attn: Roy C. Santos, Legal Counsel  
Email: rsantos@lozanosmith.com

If to Purchaser: City of Firebaugh  
1133 P St.  
Firebaugh, CA 93622  
Attn: Mayor Freddy Valdez  
Phone: (559) 659-2043  
Email: citymanager@ci.firebaugh.ca.us

23. **Governing Law.** This PSA shall be construed according to the laws of the State of California.

24. **Attorney's Fees.** In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this PSA, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys' fees, expert witness fees, accounting and engineering fees, and any other professional fees resulting therefrom.

25. **Expenses.** Seller and Purchaser shall pay their respective expenses and costs in connection with the preparation of this PSA and other agreements and documents related to this PSA and the transactions contemplated herein.

26. **Severability.** If any term of this PSA is held by a court of competent jurisdiction to be invalid or unenforceable, then this PSA, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.



27. **Construction.** In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this PSA, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this PSA. Headings used in this PSA are provided for convenience only and shall not be used to construe meaning or intent. As used in this PSA, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates

28. **Qualification; Authority.** Each individual executing this PSA on behalf of a party which is an entity, represents, warrants and covenants to the other party that (a) such person is duly authorized to execute and deliver this PSA on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (b) such entity is bound under the terms of this PSA.

29. **Counterparts.** This PSA may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile or e-mailed PDF copy of such execution shall be deemed an original.

30. **Miscellaneous.**

30.1 Execution of Documents. The parties agree to execute such instructions to Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this PSA.

30.2 Inducement. The making, execution and delivery of this PSA by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

30.3 Incorporation of Exhibits. The exhibits attached hereto are incorporated herein by reference.

30.4 Relationship of Parties. Notwithstanding anything to the contrary contained herein, this PSA shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

30.5 Survival of Warranties. It is the express intention and agreement of the parties to this PSA that all covenants, representations and warranties made by Seller in this PSA shall survive this PSA, the recordation of the Deed and the Closing for a period of twelve (12) months.

30.6 Limitation of Liability. The parties agree that neither the holders of beneficial interests nor the trustees, officers, members, employees or agents of either party or any assignee or affiliate of either party shall be personally liable under the PSA and all parties hereto shall look solely to the assets of the entity, for the payment of any claim or the performance of any obligation of either under this PSA.

30.7 **Force Majeure.** If either Party is delayed or prevented from performing any act required in this PSA by reason of any event beyond the reasonable control of either Party, including without limitation, by labor disputes, fire, unusual delay in deliveries, weather or acts of God, terrorism, delay in the issuance of permits or approvals, acts of governmental entities, unavoidable casualties or any other such causes beyond such Party's control, then the time herein fixed for completion of such obligation(s) shall be extended by the number of days that such Party has been delayed.

31. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

32. **Independent Review.** The Parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this PSA. The Parties acknowledge that the terms of this PSA have been read and fully explained and that those terms are fully understood and voluntarily accepted.

33. **Voluntary Agreement.** The Seller and Purchaser represent that they have read this PSA in full and understand and voluntarily agree to all of its provisions. Both the Seller and Purchaser further declare that, prior to signing this PSA, they availed themselves of relevant data, through sources of their own selection, including a legal representative, in deciding whether to execute this Agreement.

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

35. **Amendments.** This PSA may not be amended or modified except in writing signed by each of the Parties to the PSA.

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

37. **Interpretation.** This PSA 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.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

**SELLER:**

CITY OF FIREBAUGH,  
a California municipal corporation, as Successor  
Agency to the Firebaugh Redevelopment Agency

\_\_\_\_\_  
Freddy Valdez, Mayor

**ATTEST:**

\_\_\_\_\_  
Rita Lozano, Deputy City Clerk

APPROVED AS TO FORM:  
LOZANO SMITH LLP

\_\_\_\_\_  
Roy C. Santos, Legal Counsel

**PURCHASER:**

CITY OF FIREBAUGH,

By: \_\_\_\_\_  
CITY OF FIREBAUGH

## **EXHIBIT A**

### **DESCRIPTION OF PROPERTY**

The Property referred to herein is that certain real property located in the City of Firebaugh, County of Fresno, State of California, and is described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED, LYING, AND BEING A PORTION OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF FIREBAUGH, COUNT OF FRESNO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWESTERLY 60 FEET OF LOTS 14, 15, AND 16 IN BLOCK 55 AS SHOWN ON THE "MAP OF THE TOWN OF FIREBAUGH" FILED FOR RECORD IN BOOK 1 OF MISCELLANEOUS MAPS, AT PAGE 13, FRESNO COUNTY OF RECORDS.

APN: 008-074-01

## EXHIBIT B

### PROPERTY DISPOSITION PROCEDURES

#### **The Successor Agency of the Redevelopment Agency of the City of Firebaugh and the Oversight Board to the Successor Agency of the Redevelopment Agency of the City of Firebaugh**

##### **(100) PURPOSE AND INTENT**

On February 1, 2012, pursuant to the Assembly Bill 1x 26 (Blumenfield), Division 24, Parts 1.8 and 1.85 of the California Health & Safety Code (“Dissolution Act”), the Redevelopment Agency of the City of Firebaugh (“Former Redevelopment Agency”) was dissolved. In connection with the implementation of the Dissolution Act, the City of Firebaugh (“City”) serves as the successor agency (“Successor Agency”) to the Former Redevelopment Agency. The Successor Agency, as part of the wind-down of former redevelopment activities, is responsible for the ongoing maintenance, marketing, and disposition of assets, including real and personal property, of the Former Redevelopment Agency other than housing assets.

Assembly Bill (“AB”) 1484, enacted in June of 2012, required all successor agencies to former redevelopment agencies to prepare a Long Range Property Management Plan (“PMP”). The PMP governs the disposition and use of property held by former redevelopment agencies at the time of dissolution in 2012. The Successor Agency’s PMP was adopted by Oversight Board Resolution No.13-10 on September 19, 2013 and by the California Department of Finance (“DOF”) on February 10, 2014. As detailed in the PMP, the Successor Agency is disposing of seven (7) properties that will be sold and proceeds will be either used to fulfill enforceable obligations or will be remitted to the Fresno County Auditor-Controller for distribution to the taxing entities in accordance with the law. Section 34191.3 of the Health & Safety Code states that the PMP “shall govern, and supersede all other provisions relating to, the disposition and use of the real property assets of the former redevelopment agency.”

##### **PMP Properties to be Sold Firebaugh Successor Agency**

<b>Address</b>	<b>APN</b>	<b>Acres</b>	<b>Current Zoning</b>
1264 P Street	008-075-11	0.50	Residential
1238 P Street	008-075-03	0.33	Residential
1415 14 <sup>th</sup> Street	008-132-07	0.21	Commercial
1185 N Street	008-074-10	0.23	Commercial
1284 N Street	008-080-42	0.44	Commercial
1320 N Street	008-140-35	0.45	Commercial
1458 11 <sup>th</sup> Street	008-074-01	0.12	Commercial

However, the Dissolution Act does not define or otherwise include procedures or policies as to how properties will be disposed. Successor Agency staff has determined that the interests common to the affected taxing agencies (“Taxing Agencies”) that receive property taxes from the Firebaugh Redevelopment Project Area subject to the Firebaugh Redevelopment Plan previously adopted by the City Council (“Project Area”), and the interests of the community, will be best

served by adopting these Disposition Procedures. Purposes and objectives of these Disposition Procedures include:

- i. Establishing a process that shall generally be applicable to the solicitation and submittal of offers and for the disposition of PMP properties that will promote orderly planning, marketing, and disposition;
- ii. Establishing a process will tend to promote efficiency and avoid duplicative efforts; and
- iii. Establishing a process will promote the establishment of standards of the Successor Agency and Oversight Board with respect to remarketing of, and solicitation and receiving offers relating to PMP properties.

Successor Agency staff intends that these Disposition Procedures will provide an orderly process for disposition, and provide interested parties an opportunity to:

- i. Review and identify their interests, if any, in acquiring all or a part of the Former Redevelopment Agency property(ies);
- ii. Submit development proposals, to receive good faith evaluation and consideration by the Successor Agency and Oversight Board of complete development proposals; and,
- iii. Acquire PMP properties if a development proposal is selected by the Successor Agency and Oversight Board.

## **(200) DISPOSITION PROCEDURES FOR PMP PROPERTIES**

A primary objective of these Disposition Procedures is that the Successor Agency and Oversight Board obtain clear information on the capability of bidders to not only acquire, but to develop expeditiously, for development(s) that maximize(s) the value of the property(ies) and benefits affected taxing agencies. The Successor Agency acknowledges an express policy hereunder is that land banking (acquisition with no plan for development in the foreseeable future) generally will not result in expeditiously maximizing the value of PMP properties under the Dissolution Act. Therefore, interested parties who desired to acquire one or more PMP properties must follow the procedures that are set forth in these Disposition Procedures.

### **(201) Request for Proposals**

- A. The Successor Agency will actively advertise all PMP properties that it wishes to sell. Examples include but are not limited to posting descriptions of the properties on the City's website, posting advertisements in real estate publications or online forums, or enlisting the services of real estate professionals. This is intended to generate interest in the properties and publicize their availability.
- B. Working cooperatively with the Oversight Board, the Successor Agency may prepare a Request for Proposals ("RFP") for specific properties and post it to the City's website, mailed via first class mail to developers or parties that have requested such proposal in writing prior to the date of issuance, and other developers or parties at the Successor Agency's discretion. For marketing purposes and in an effort to achieve an orderly process and avoid concurrent exposure of a number of PMP properties that

may confuse the marketplace or degrade marketability, the number of properties requested in the RFP is subject to the sound discretion of the Successor Agency. Each RFP shall include the following information:

- i. A description of the property(ies), consisting of a map, references to applicable land use policies and development standards, and a description of the intended redevelopment purpose of the property(ies);
- ii. Contact information for questions pertaining to the property(ies) and underlying land use policies and development standards;
- iii. The terms and conditions of sale or other disposition;
- iv. A description of the form and content of complete responses to the RFP, including but not limited to:
- v. Other information as determined by the Successor Agency.

**(202) Submitting a Proposal**

- A. Parties interested in acquiring an identified asset or assets may submit a development proposal at any time until the property is sold and the sale is approved by the Oversight Board and DOF.
- B. Proposals shall include the following:
  - i. The proposed total consideration for the property(ies) and information supporting the offer price;
  - ii. Any proposed alterations to the terms and conditions of sale, including the timeframe for closing;
  - iii. The proposed uses must conform to the requirements, intent, goals, and objectives of the City General Plan, zoning, other applicable development standards, and other applicable federal, state and local laws, codes and regulations
  - iv. A development program of sufficient detail to assure the Successor Agency and Oversight Board as to how and when the bidder intends to fulfill the intended use of the property(ies) pursuant to Section 201(B)(i) above and the time line for completion of the project.
  - v. An explanation or analysis of the economic benefits of the proposed project to the City, other affected taxing agencies and the community.
- C. Interested parties shall provide such additional information as may be reasonably requested by the City Staff or the Successor Agency.
- D. Efforts to remarket PMP properties shall be conducted through the Successor Agency, as provided in these Disposition Procedures. In the event one or more affected taxing agencies has a potential prospect to submit a proposal for one or more

of the properties, any such proposal shall be subject to the submittal and other components of these Disposition Procedures.

- E. All costs associated with submitting a proposal shall be borne solely by the applicant submitting such document(s).
- F. Costs incurred by the Successor Agency in the implementation of these Disposition Procedures shall be treated as Asset Disposition Costs (not part of the administrative cost allowance) for purposes of the Recognized Obligation Payments Schedule ("ROPS") of the Successor Agency; the ROPS includes a line item for these costs and may be amended from time to time to incorporate exact costs associated with these activities. Includable as costs are such items as: staff time in the performance of such duties; costs and fees of consultants, attorneys, appraisers, title insurers and escrow; costs and fees in connection with the Disposition of property(ies), such as unpaid and outstanding tax liens or judgments. Costs so incurred by the Successor Agency may be paid from either the Redevelopment Property Tax Trust Fund (Section 34170.5(b) of the Dissolution Act) or the first proceeds from the remarketing of property(ies) as an above-the-line item before proceeds are spread among affected taxing agencies.
- G. The Successor Agency, through its staff, consultant(s) and counsel(s), will review proposals upon receipt thereof, and shall notify applicants whether the development proposals submitted comply with the requirements of these Disposition Procedures and have been determined to be complete or incomplete. In the event the Successor Agency staff notifies an applicant submitting a proposal that the proposal is incomplete or that additional information is required, such applicant may be allowed fifteen (15) days from such notification to complete and resubmit its proposal, or such greater period as the Successor Agency may determine in its reasonable discretion as may be appropriate for the gathering of necessary information. The failure to provide such additional information and resubmit the revised proposal in a timely manner shall automatically disqualify such proposal from any further consideration and shall be deemed a rejection by the Successor Agency of such proposal. Notwithstanding the foregoing, initial proposal submissions that do not include or address all of the required items may, in the discretion of the Successor Agency staff, be rejected without an opportunity for resubmission.

**(203) Successor Agency and Oversight Board Evaluation of Proposals**

- A. The Successor Agency shall consider in good faith all proposals timely submitted by interested parties, and determined by Successor Agency staff to be complete. Proposals shall be evaluated by the Successor Agency with consideration of factors determined by the Successor Agency to maximize the value of the asset in question as well as furthering the objectives of the City's General Plan.
- B. The Successor Agency will submit all complete proposals to the Oversight Board for review. The Successor Agency will provide the Oversight Board with proposal recommendations.
- C. The Oversight Board shall evaluate all proposals with consideration of factors which may include, but are not limited to, some or all of the following (the following factors are not listed in any particular order of ranking):



- i. The economic benefits to the City, the taxing entities, and the community, if the proposal were to be approved and the proposed project is implemented;
- ii. Conformity of the proposal, including proposed uses, with the requirements, intent, goals, and objectives of the City's General Plan, any specific plans, applicable redevelopment criteria specified by the Successor Agency in the RFP as provided in Section 201, zoning, other development standards, and other applicable federal, state and local laws, codes and regulations;
- ii. Quality of design and project concept;
- iii. The employment opportunities and economic benefits to the City that can be reasonably expected to result from the implementation of the proposal;
- iv. The qualifications, experience and references of the applicant or its developer entity team proposed to develop the project described in the proposal, including financial capacity to undertake the project, specific prior experience with similar development, quality of prior development projects, degree of site control, ability to obtain financing both construction and permanent, ability to abide by City design and development standards and controls, and readiness to proceed;
- v. The estimated cost, if any, of City financial involvement, including the provision of City public services, subsidies, or public improvements required if the proposal is accepted, and the availability of sufficient City funds to pay such costs;
- vi. The probability of successful implementation of the proposal;
- vii. The probability of realization of a substantial portion of the economic benefits attributable to a proposed project;
- viii. The time schedule for completion of the proposed project;
- viii. The environmental benefits or impacts of the proposed development, and evaluation of the cost and method of mitigation of such impacts, if any;
- x. Likelihood of closing the sale of the subject property(ies), including without limitation the scope of environmental review required, the cost to process such environmental review, the willingness (or not) of the proponent to pay for processing, and whether there are any further contingencies to closing contained in the proposal;
- xi. The impact of the proposal on existing buildings and improvements; and
- xii. The merits of the proposal relative to the merits of other proposals for the same proposed development property(ies) or for other sites within the City.

D. The Oversight Board may choose to accept or reject the Successor Agency's recommendations.

- i. If the Oversight Board rejects the Successor Agency's recommendation, the proposals will be submitted to the Successor Agency again for reconsideration.
- ii. If the Oversight Board accepts the Successor Agency's recommendation, the Oversight Board can take formal action to approve the proposal. Successor Agency staff will forward the Oversight Board action to the DOF for final approval.

E. Upon approval from the DOF, Successor Agency staff is authorized to negotiate with the interested party. In the interest of time, the Successor Agency may submit various proposals and a Purchase and Sale PSA with the recommended buyer to the Oversight Board for simultaneous consideration.

**(204) Negotiating PSAs**

Successor Agency staff shall use good faith efforts to 1) negotiate with a project proponent, 2) negotiate exclusively with a particular proponent at the discretion of the Successor Agency and Oversight Board, and 3) develop a sales contract with a selected applicant whose proposal has been selected or conditionally selected by the Successor Agency and Oversight Board. The purpose of any such Negotiating PSA is to establish a time period during which the chosen applicant shall have the right to negotiate the terms and conditions of a sales contract.

**(205) Final Oversight Board Approval**

Once Successor Agency staff prepares a Purchase and Sale PSA, the Successor Agency will seek final approval from the Oversight Board to confirm compliance with the PMP and that the sale of the property is in the best interest of the taxing entities. Approval of a Purchase and Sale PSA requires at least 10 days' notice to the public pursuant to Section 34181(f).

**(300) PROCEDURE FOR AMENDING DISPOSITION PROCEDURES**

The Oversight Board or Successor Agency may amend these Disposition Procedures at a regular or special meeting upon the giving of at least thirty (30) days prior notice to all of the members of the Oversight Board or Successor Agency. Both bodies must agree to concurrently amend these Disposition Procedures.

**EXHIBIT C**

**Deed**

FREE RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
EXEMPT FROM RECORDING FEE PER GOV. CODE § 27383

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF FIREBAUGH, a California municipal corporation as Successor Agency to the Firebaugh Redevelopment Agency ("Grantor"), hereby grants to CITY OF FIREBAUGH ("Grantee"), all of its respective rights, title, and interest in the real property hereinafter referred to as the "Property" in the City of Firebaugh, County of Fresno, State of California, as more particularly described in Attachment 1 attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf as of the date written below.

CITY OF FIREBAUGH,  
a California municipal corporation,  
Successor Agency to the Firebaugh Redevelopment  
Agency

\_\_\_\_\_  
Freddy Valdez, Mayor

ATTEST:

\_\_\_\_\_  
Rita Lozano, Deputy City Clerk

APPROVED AS TO FORM:  
LOZANO SMITH LLP

\_\_\_\_\_  
Roy C. Santos, Legal Counsel

**Attachment 1 to Grant Deed**

**Legal Description of the Property**

The Property referred to herein is that certain real property located in the City of Firebaugh, County of Fresno, State of California, and is described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATED, LYING, AND BEING A PORTION OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF FIREBAUGH, COUNT OF FRESNO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWESTERLY 60 FEET OF LOTS 14, 15, AND 16 IN BLOCK 55 AS SHOWN ON THE "MAP OF THE TOWN OF FIREBAUGH" FILED FOR RECORD IN BOOK 1 OF MISCELLANEOUS MAPS, AT PAGE 13, FRESNO COUNTY OF RECORDS.

APN: 008-074-01



## FIREBAUGH POLICE DEPARTMENT

# Memo

**To:** Honorable Mayor Freddy Valdez and Council Members  
**From:** Salvador Raygoza, Police Chief  
**cc:** Ben Gallegos, Interim City Manager  
**Date:** 01/05/2016  
**Re:** Staff Report

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### **MONTHLY CRIME ANALYSIS:**

During the month of December 2015, Firebaugh officers took a total of 80 reports that 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 93 traffic citations and only had one traffic accidents within the city limits.

I have attached a monthly report of calls for service for the month coming into our dispatch center. Citizens calling dispatch or officers doing self-initiated activity generate the calls for service. (Stats for November were submitted last council meeting packet)

*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:**

Our annual Christmas parade was success with a very large crowd that has not been seen in years. We did not have any police related issues during the parade.

Christmas and New Years were unusually slow this year with no major incidents happening within the city. Officers focused their attention to DUI enforcement and conducting patrol checks on those homes, where the resident is out of town during the holiday vacation.

On 12/12/2015, Officer Miller stopped a vehicle for speeding. The driver, a Fresno resident, was found in the possession of marijuana. A search was conducted of his vehicle, and a loaded .40 caliber Glock, additional ammunition, 2.2 grams of marijuana and a Taser were also located. The driver turned out to be a convicted felon and is prohibited to possess any of the items located.

On 12/28/2015, Officer Santoyo conducted vehicle check, where the occupant was known to have an active warrant. The subject was observed holding a black sock that contained a glass meth pipe. The officer conducted a search of the vehicle and located a .38 Smith & Wesson revolver and a plastic baggie containing ammunition. The subject was arrested and transported to county jail. It is unknown if the weapon is stolen, however the suspect claimed it did not belong to him.

Over the last two weeks, the department has received several reports of stolen Christmas Decorations. We have developed some leads and are currently investigating them. We are hopeful to have an arrest made and recover the stolen property.

### **INFORMATION:**

The Firebaugh Police Department has seen a significant drop in crime this past year. The crime rate dropped in gang related crimes, aggravated assault, robbery, sex crime and property crimes compared to crime stats from the last five years. The police department has increased its vigilance in removing repeat offenders from the streets and now are seeing the results of such efforts.

Other cities are noticing a spike in crime, due to the passing of proposition 47 and the release of thousands of prisoners from state prisons under AB109.

Currently, our City has nine subjects living within city limits under AB109 supervision and 17 subjects on misdemeanor probation for drug related crimes, which were once felonies.

The California Chiefs Association is conducting a study on the passing of Proposition 47 and the impact it is having with the rise in crime.

The low crime rate would not have been possible without the hard work and dedication of the officers and dispatchers of the Firebaugh Police Department. I am extremely proud of my staff and we as a team will continue to improve the quality of life in Firebaugh during the 2016 year.

### **PERSONNEL:**

The department's personnel strength stands at 21, including 10 sworn officers, 4 full time dispatchers, 4 reserve officers and 3 part-time dispatchers.

Officer Campa continued to be out with an injury, while Officer Vaca has been out on family leave, for the last three weeks. It has been difficult to cover shifts with both officers being out; but I am extremely proud of the dedicated officers and reserves who worked tirelessly to cover vacant shifts.

**FIREBAUGH POLICE DEPARTMENT  
PATROL SUMMARY REPORT  
DECEMBER 2015**

<b>Calls for Service</b>	<b>% of Total</b>	<b>Count</b>
Priority 1	3.4	30
Priority 2	64.8	573
Priority 3	31.8	281
Total	100	884

Average Calls per Day 28.5

<b>Average</b>	<b>Queue Time</b>	<b>Response Time</b>
Priority 1	2.6 minutes	4.6 minutes
Priority 2	1.1 minutes	1.6 minutes
Priority 3	2.5 minutes	3.0 minutes

Average Minutes per Call	23.4
Total Consumed hours	1,308.0

<b>All Call Types</b>	<b>% of Total</b>	<b>Count</b>
Public Initiated	23	203
Officer Initiated	75.3	666
Directed Patrol	0.5	4
Administrative	1.2	11
Total	100	884

<b>Average Calls per Day</b>	<b>% of Avg</b>	<b>Average Calls</b>
Sunday	107	30.5
Monday	80	22.8
Tuesday	87	24.8
Wednesday	91.9	26.2
Thursday	117.2	33.4
Friday	95.4	27.2
Saturday	99.3	28.3

<b>Consumed Time</b>	<b>Time</b>
Public Initiated	371.9 hours
Officer Initiated	903.1 hours
Directed Patrol	3.7 hours
Administrative	29.3 hours
Total Consumed hours	1,308.0 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	0	0	0
Sex Offense	1	1	1	0	0	1	1	1	0	1	0	2	9
Robbery	0	0	1	0	0	1	0	0	0	0	0	0	2
Felony Assault	1	0	1	0	0	0	1	2	3	2	0	1	11
Misdemeanor Assault	2	0	1	2	0	0	1	2	3	2	1	1	15
Felony Domestic	3	0	2	1	1	1	1	1	0	1	0	1	12
Misdemeanor Domestic	2	2	1	3	1	3	1	1	1	1	0	1	17
Residential Burglary	1	1	2	1	0	0	1	3	2	2	0	3	16
Commercial Burglary	2	0	0	1	0	1	0	1	3	1	1	1	11
Stolen Vehicles	0	1	0	1	3	1	1	2	2	0	5	1	17
Grand Theft	1	1	1	1	0	0	0	0	0	0	1	0	5
Petty Theft	1	3	2	3	4	3	4	1	5	4	4	4	38
Vehicle Burglary	2	3	1	1	2	1	1	0	2	0	2	0	15
ID Theft/Fraud	4	1	2	0	2	0	1	1	0	1	2	1	15
Embezzlement	0	0	0	1	0	0	0	0	0	0	0	0	1
Arson	0	0	0	0	0	0	0	0	0	1	1	0	2
Vandalism	3	5	4	5	1	1	5	7	4	6	8	2	51
Threats Cases	1	1	1	1	2	1	2	4	1	2	0	0	16
Hate Crimes	0	0	0	0	0	0	0	0	0	0	0	0	0
Gang Cases	0	0	0	0	0	0	0	0	0	0	0	0	0
Traffic Accidents	3	1	7	3	3	0	2	3	4	3	5	1	35
DUI Arrests	7	5	7	7	3	9	8	5	3	6	5	4	69
Narcotic Cases	4	3	4	2	6	7	9	4	5	4	10	8	66
Warrant Arrests	11	3	5	7	10	11	9	13	7	10	15	9	110
Drunk In Public	0	3	1	1	1	5	2	3	3	0	0	1	20
Mental Health Reports	1	1	2	2	4	1	1	1	3	1	1	2	20
Runaway/Missing	1	1	1	1	0	1	2	0	1	1	1	0	10
<b>TOTALS</b>	<b>42</b>	<b>36</b>	<b>47</b>	<b>44</b>	<b>43</b>	<b>48</b>	<b>53</b>	<b>55</b>	<b>52</b>	<b>49</b>	<b>62</b>	<b>43</b>	<b>583</b>