

MEETING AGENDA
The City Council/Successor Agency of the City of Firebaugh
Vol. No.14/08-18

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: August 18, 2014/7:00 p.m.

CALL TO ORDER

ROLL CALL

Mayor Chris DeFrancesco
Mayor Pro Tem Craig Knight
Council Member Marcia Sablan
Council Member Freddy Valdez
Council Member Brady Jenkins

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA: Council votes to approve agenda as presented.

PRESENTATION

- Wanda Breshears submitted a letter regarding noise during concerts, Enclosed for review.

PUBLIC COMMENT

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

CONSENT CALENDAR

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

1. **APPROVAL OF MINUTES – The City Council meeting on July 21, 2014.**
2. **APPROVAL OF MINUTES – The City Council meeting on August 4, 2014.**
3. **WARRANT REGISTER – Period starting July 1, and ending on July 31, 2014.**

July, 2014	General Warrants	#30786- #30924	\$ 553,237.76
	Payroll Warrants	#64390- #64488	\$ 237,189.30
TOTAL			\$ 790,189.30

NEW BUSINESS

4. **RESOLUTION NO. 14-37 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AFFIRMING SUPPORT FOR THE FED UP AT THE PUMP CAMPAIGN.**

Recommended Action: City Council receives comments and approves Res. No. 14-37.

5. RESOLUTION NO. 14-38 - RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY.

Recommended Action: City Council receives comments and approves Res. No. 14-38.

6. RESOLUTION NO. 14-39 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING SUBMISSION OF LOCAL TRANSPORTATION FUND CLAIM FOR FY 2014/2015.

Recommended Action: City Council receives comments and approves Res. No. 14-39.

7. RESOLUTION NO. 14-40 - A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF FIREBAUGH, REQUESTING ACTION BY CONGRESS ON DROUGHT LEGISLATION.

Recommended Action: City Council receives comments and approves Res. No. 14-40.

SUCCESSOR AGENCY MATTERS:

8. THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY AWARDED THE ISSUANCE OF SALE FOR PROPERTIES ON "N" ST (HWY33) APN 008-080-42 & 008-140-75.

Recommended Action: City Council receives comments and awards the sale.

STAFF REPORTS

COUNCIL ITEMS

CLOSED SESSION

9. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS: ALL UNREPRESENTED EMPLOYEES:
City Negotiator: City Manager
Employee Organizations: Unrepresented positions

10. Government Code Section 54956.9

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9
(Deciding Whether to Initiate Litigation) - 1 case

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the Agenda

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, August 14, 2014 at 5:00 p.m. by Rita Lozano, Deputy City Clerk.

8-4-14

TO: City of Firebaugh
1133 P Street
Firebaugh, Ca. 93622

ATTN. City Manager
Kenneth McDonald

Dear Sir,

My name is Wanda Breshears.
I would like to address the City Council as a personal plea
concerning the noise in the concerts, in the city at the next
City Council meeting on August 18, 2014.

Sincerely,
Wanda Breshears

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 14/07-21

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: July 21, 2014/7:00 p.m.

CALL TO ORDER Meeting called to order by Mayor DeFrancesco at 7:00 p.m.

ROLL CALL

PRESENT: Mayor Chris DeFrancesco
Council Member Brady Jenkins
Council Member Freddy Valdez

ABSENT: Mayor Pro Tem Craig Knight, Council Member Marcia Sablan

OTHERS: City Attorney Laurie Avedisian; City Manager, Kenneth McDonald; Police Chief Elsa Lopez; Public Works Director, Ben Gallegos; Finance Director, Pio Martin; Deputy City Clerk, Rita Lozano; Fire Chief John Borboa; David & Mary Van Pelt, Tony Chavarria and others.

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

APPROVAL OF AGENDA: *Motion to approve agenda by Council Member Jenkins, seconded by Council Member Valdez, motion passes by 3-0 vote.*

PUBLIC COMMENT: *None*

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council meeting on June 16, 2014.

2. APPROVAL OF MINUTES – The City Council meeting on June 30, 2014.

Motion to approve consent calendar items #1 & #2 by Council Member Jenkins, seconded by Council Member Valdez; motion passes by 3-0 vote.

3. WARRANT REGISTER – Period starting June 1, and ending on June 30, 2014.

June, 2014	General Warrants	#30623- #30785	\$ 565,215.51
	Payroll Warrants	#64291- #64389	\$ 230,987.90
TOTAL			\$ 796,203.41

Council Member Valdez asked for more detail on Check # 30634 – Fence Master Contract, Public Works Director Gallegos replied the bill was paid for and split equally by Toma-Tek and the City because the city is short staffed, but the department is looking into participating in a program that can provided individuals to assist with daily tasks

Motion to approve warrants with by Council Member Jenkins, seconded by Council Member Valdez; motion passes by 3-0 vote.

PUBLIC HEARING

4. **RESOLUTION NO. 14-33 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE OBLIGATIONS FOR THE PURPOSE OF FINANCING THE ACQUISITION AND REHABILITATION OF FIREBAUGH GARDEN APARTMENTS.**

Public Hearing opened at 7:08 p.m. - No Comment Given - Hearing Closed at 7:09 p.m.

Motion to approve Resolution No 14-33 with by Council Member Jenkins, seconded by Council Member Valdez; motion passes by 3-0 vote.

NEW BUSINESS

5. **RESOLUTION NO. 14-29 – RESOLUTION OF AUTHORIZATION TO CONTRACT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FY 2014-15.**

Motion to approve Resolution No 14-29 with by Council Member Jenkins, seconded by Council Member Valdez; motion passes by 3-0 vote.

6. **RESOLUTION NO. 14-30 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH CONFIRMING THE DIAGRAM AND ASSESSMENT OF ANNUAL LEVY FOR FISCAL YEAR 2014-2015 FOR LANDSCAPING AND LIGHTING DISTRICT NO. 1.**

Motion to approve Resolution No 14-30 with by Council Member Valdez, seconded by Council Member Jenkins; motion passes by 3-0 vote.

7. **REVIEW & CONSIDER AMENDING HARVEST FESTIVAL AGREEMENT CONTRACT FY 2015-2017.**

Motion to approve the contract and keep the last weekend of July as the scheduled dates for the Annual Harvest Festival by Council Member DeFrancesco, seconded by Council Member Valdez; motion passes by 3-0 vote.

8. **RESOLUTION NO. 14-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE CITY OF FIREBAUGH'S BUDGET FOR FISCAL YEAR 2014-2015.**

Motion to approve Resolution No 14-31 with by Council Member Jenkins, seconded by Council Member Valdez; motion passes by 3-0 vote.

9. **RESOLUTION NO. 14-32 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO TO CONSOLIDATE AND CANVASS THE ELECTION AND PERMIT THE COUNTY CLERK OF FRESNO COUNTY TO RENDER SPECIFIED SERVICES TO THE CITY OF FIREBAUGH RELATING TO THE CONDUCT OF THE MUNICIPAL ELECTION TO BE HELD IN THE CITY OF FIREBAUGH, NOVEMBER 4, 2014, AND APPROPRIATING FUNDS TO PAY FOR SAID SERVICES.**

Motion to approve Resolution No 14-32 with by Council Member Valdez, seconded by Council Member Jenkins; motion passes by 3-0 vote.

SUCCESSOR AGENCY MATTERS:

10. **RESOLUTION NO. 14-34 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS REGARDING PROPERTIES ON "N" ST (HWY33)-APN 008-080-42 & 008-140-75.**

Motion to approve Resolution No 14-34 with by Council Member Valdez, seconded by Council Member Jenkins; motion passes by 3-0 vote.

STAFF REPORTS

- Elsa Lopez, Police Chief – Reported that MAGIC is short staffed but will assist as much as possible for festival.
- Ben Gallegos, Public Works Director – Light at Maldonado Park are up and operating estimated cost t is about \$100 for 5 hours a day, 7 days a week. City received good test results from the new well and great pressure (4.9 rate) and there is a budgeted fund to up the size line, if needed.
- John Borboa, Fire Chief – Very busy the past three days, 12 EMS Calls, 1 Car accident and a few medical calls. Cadets are preparing for the festival.

COUNCIL ITEMS

- Council Member Jenkins – Commended Department Heads and staff for all the work that they've been doing.
- Council Member DeFrancesco – Seconded the comments of Council Member Jenkins.

**Motion to enter into closed session by Council Member Jenkins, seconded by Council Member Valdez; motion passes by 3-0 vote at 7:51 p.m.*

CLOSED SESSION

11. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED AND UNREPRESENTED
EMPLOYEES: City Negotiator: City Manager
Employee Organizations: Fire, Police & Public Works bargaining units and all unrepresented positions

12. Government Code Section 54956.9

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9 - 1 case

**Motion to enter into open session, motion passes by 3-0 vote at 8:57 p.m.*

ANNOUNCEMENT AFTER CLOSED SESSION – No Action taken

ADJOURNMENT - Motion to adjourn & passed by 3-0 vote at 8:58 p.m.

SPECIAL MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 14/08-04

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: August 4, 2014/6:30 p.m.

CALL TO ORDER Meeting called to order by Council Member Valdez at 6:30 p.m.

ROLL CALL

PRESENT: Council Member Freddy Valdez
Council Member Brady Jenkins
Council Member Marcia Sablan

ABSENT: Mayor Chris DeFrancesco, Mayor Pro Tem Craig Knight

OTHERS: City Attorney Laurie Avedisian; City Manager, Kenneth McDonald; Finance Director, Pio Martin; Police Chief Elsa Lopez; Fire Chief, John Borboa; Deputy City Clerk, Rita Lozano; Public Works Director, Ben Gallegos and Others.

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

PUBLIC COMMENT: *None*

CONSENT CALENDAR: *None*

NEW BUSINESS

1. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO AWARD WATER TANK REFINISHING CONTRACT.

City received one bid from Marco Construction in the amount of \$124,000; Engineer's estimate was \$102, 500, staff negotiated and Marco reduced the price to \$116,500 which is \$6,500 over budget.

Motion to award contract to Marco Construction by Council Member Jenkins, seconded by Council Member Sablan; motion passes by 3-0 vote.

2. RESOLUTION NO. 14-35 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH MISCELLANEOUS EMPLOYEES ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES.

Motion to approve resolution no 14-35 by Council Member Jenkins, seconded by Council Member Sablan; motion passes by 3-0 vote.

3. RESOLUTION NO. 14-36 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH POLICE OFFICERS ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES.

Motion to approve resolution no 14-36 by Council Member Jenkins, seconded by Council Member Sablan; motion passes by 3-0 vote.

STAFF REPORTS/COUNCIL ITEMS

- Ken McDonald, City Manager – The Oversight Board approved the second RFP and will be advertising two commercial properties on “N” Street, Staff received two proposals from the first RFP on “P” Street. RSG will review and score the proposal and staff will bring it to council to award the sale of properties.
- Ben Gallegos, Public Works Director – Spoke with Moses of Westside-Firebaugh Transit, he stated they will be installing a CNG Pump and pad for the Street Sweeper at their cost.

Motion to enter closed session by Council Member Jenkins; second by Council Member Sablan; Motion passed by 3-0 vote at 6:47 p.m.

CLOSED SESSION

4. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED AND UNREPRESENTED
EMPLOYEES: City Negotiator: City Manager
Employee Organizations: Fire, Police & Public Works bargaining units and all unrepresented positions

5. Government Code Section 54956.9

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9 - 1 case

**Motion to enter open session at 7:40 pm by consensus vote.*

ANNOUNCEMENT AFTER CLOSED SESSION

No Action Taken

ADJOURNMENT - *Motion to adjourn by Council Member Jenkins; second by Council Member Sablan; Motion passed by 3-0 vote at 7:40 p.m.*



REPORT TO CITY COUNCIL

— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: AUGUST 18, 2014

SUBJECT: Warrant Register Dated: AUGUST 18, 2014

RECOMMENDATION:

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

JULY 01, 2014 – JULY 31, 2014

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	# 30786 – # 30924	\$ 553,237.76
PAYROLL WARRANTS	# 64390 - #64488	\$ <u>237,189.30</u>
TOTAL WARRANTS.....		\$ 790,427.06

WARRANTS FOR JULY 2014

CK#	CK DATE	Vendor Name	AMOUNT	INVOICE DESCRIPTION
30315	7/7/2014	BRETT M. MILLER	\$ (30.00)	Ck# 030315 Reversed
30786	7/1/2014	AT&T MOBILITY	\$ 279.55	POLICE WIRELESS/MOBILITY INTERNET ACCESS
30787	7/1/2014	CITY OF FIREBAUGH	\$ 38,771.24	UNITED SEC BANK-Payroll A/C- MONTH END INS. MED, DENTAL & VISION
30788	7/1/2014	FRESNO COUNTY AUDITOR'S OFC	\$ 150.00	POLICE PARKING FEES
30789	7/1/2014	BENJAMIN GALLEGOS	\$ 44.98	REIMBURSEMENT-BEN GAL.-WORK BOOTS-EQUIPMENT-SEWER
30790	7/1/2014	OFFICE DEPOT, INC.	\$ 261.63	ADMIN & -POL DEPT OFFICE SUPPLIES
30791	7/1/2014	GAMINO, RAYMUNDO	\$ 84.58	MQ CUSTOMER REFUND FOR GAM0009
30792	7/2/2014	ACME ROTARY BROOM SERVICE	\$ 300.44	PW - STREETS & RDS. SWEEPER REPAIR
30793	7/2/2014	AG & INDUSTRIAL SUPPLY	\$ 2.17	PW - SAFETY SUPPLIES
30794	7/2/2014	ALERT-O-LITE, INC.	\$ 759.04	COMMERICAL EDGER-PARKS EQUIP.
30795	7/2/2014	AUTOZONE COMMERCIAL	\$ 10.49	PUBLIC WORKS- SHOP TOOLS-STETHOSCOPE
30796	7/2/2014	BEST UNIFORMS	\$ 865.80	POLICE-BODY ARMOR-VEST- OFCR. CAMPA
30797	7/2/2014	BIG G'S AUTOMOTIVE CENTER	\$ 10.81	MALDONADO PARK-REPAIR SUPPLIES-TIE STUMP
30798	7/2/2014	BSK & ASSOCIATES, INC.	\$ 321.26	WATER & SEWER LAB ANALYSIS
30799	7/2/2014	FIREBAUGH SUPER MARKET	\$ 15.14	PUBLIC WORKS-DOG FOOD FOR DOG POUND
30800	7/2/2014	G&K SERVICES, INC.	\$ 80.29	SEWER/WATER - ALL DEPTS. JANITORIAL UNIFORMS
30801	7/2/2014	GOUVEIA ENGINEERING, INC.	\$ 10,297.88	ENGINEERING- 7TH AND 8TH ST REHAB. & DEL RIO AVE BEAUTIFICATION

30802	7/2/2014	GUTHRIE PETROLEUM, INC.	\$ 1,723.88	BULK UNLEADED GASOLINE
30803	7/2/2014	MANUELS TIRE SERVICE	\$ 16.27	SEWER VEHICLE MAINTINANCE-TIRE PATCH- PW 10
30804	7/2/2014	RONALD J. MANFREDI	\$ 4,680.00	MEETINGS/CONFERENCES-CONTRACT WORK-MOU'S/DRAFTS
30805	7/2/2014	MID-VALLEY DISPOSAL	\$ 186.24	TRASH PICK UP-1800 HELM CANAL RD.
30806	7/2/2014	MOORE TWINING ASSOCIATES	\$ 1,480.00	SEWER LAB ANALYSIS
30807	7/2/2014	PEREZ SMOG & LUBE	\$ 50.00	POLICE DEPT.-SMOG TEST-VEHICLE PD#3-REPAIR/MAINT.
30808	7/2/2014	SPARKLETT'S	\$ 47.52	CITY HALL-DRINKING WATER
30809	7/2/2014	THARP'S FARM SUPPLY	\$ 254.90	ALL DEPTS. EQUIP & FAC REPAIR SUPPLIES & ANIMAL CONTROL
30810	7/2/2014	U.S. BANK EQUIPMENT FINANCE	\$ 495.54	CANON COPIER RENTAL & OVERAGES
30811	7/2/2014	U.S. POSTMASTER	\$ 815.22	POSTAGE FOR UTILITY BILLING - MONTH OF JULY 2014
30812	7/9/2014	JOHN BORBOA	\$ 769.20	FIRE DEPT./ STIPEND - 06/21/14-07/04/14 -40 HRS.
30813	7/9/2014	CITY OF FIREBAUGH	\$ 101,173.21	UNITED SECURITY BANK - PAYROLL A/C - P/E 07/04/14
30814	7/11/2014	AG & INDUSTRIAL SUPPLY	\$ 8.66	FREIGHT COST FOR BLADE EDGER
30815	7/11/2014	AGRI-VALLEY IRRIGATION	\$ 417.96	PW - SUPPLIES REPAIR TO WTR SERVICE LINE - PARKS REPAIRS/MAINT.
30816	7/11/2014	AT&T	\$ 2,664.26	COMMUNITY CTR PHONE/DSL SERVICE
30817	7/11/2014	BIG G'S AUTOMOTIVE CENTER	\$ 4.31	REPAIR/MAINTINANCE- OIL FILTER PUBLIC WORKS#29
30818	7/11/2014	COLLINS & SCHOETTLER	\$ 2,634.00	PLANNING CONSULTING/LAS DELTAS/ZONING UPDATES
30819	7/11/2014	DEPARTMENT OF JUSTICE	\$ 113.00	POLICE - FINGERPRINT APPS
30820	7/11/2014	FRESNO OXYGEN	\$ 44.40	SHOP - WELDING SUPPLY

30821	7/11/2014	G&K SERVICES, INC.	\$ 17.44	OPERATIONAL SUPPLIES - SENIOR CENTER
30822	7/11/2014	HUB INTERNATIONAL/ CA INS.	\$ 251.96	SPECIAL EVENTS INSURANCE FOR JUNE 2014
30823	7/11/2014	JUDICIAL DATA SYS. CORP.	\$ 100.00	POLICE PARKING FEES
30824	7/11/2014	K B ELECTRIC	\$ 1,245.69	DUNKLE & MALDONADO PARK/REPAIR MAINTINANCE/FLAG POLE LIGHTS
30825	7/11/2014	RODDY A. LAKE	\$ 248.67	POLICE - HEALTH INS. REIMBURSEMENT - JULY 2014
30826	7/11/2014	MID-VALLEY DISPOSAL	\$ 25,286.68	REFUSE SERVICES FOR THE MONTH OF JUNE 2014
30827	7/11/2014	VINCENT M. PATLAN	\$ 41.02	REIMBURSE FOR 20" FLOOR FAN FOR PATROL REPORT ROOM
30828	7/11/2014	QUINN COMPANY, INC.	\$ 10,900.36	EQUIPMENT RENTAL-SEWER-TOMATEK PONDS
30829	7/11/2014	SIMMONS HEATING and AIR COND	\$ 1,200.00	WATER PLANT SITE 1- REPAIR TO COMPRESSOR
30830	7/11/2014	STAPLES BUSINESS ADVANTAGE	\$ 86.74	POLICE DEPT. OFFICE & OPERATING SUPPLIES
30831	7/11/2014	TECH MASTER MANAGEMENT	\$ 300.00	TREAT FOILAGE -TREES - ROSE BUSHES &CRAPE MYRTLE
30832	7/11/2014	THARP'S FARM SUPPLY	\$ 138.62	REPAIR FAC/PW/SLIP JOINT NUT KIT
30833	7/11/2014	USA BLUEBOOK	\$ 784.96	SEWER REPAIR/MAINTINANCE LIFT STATION
30834	7/11/2014	LUIS VALDEZ	\$ 92.69	REIMBURSE - MALDONADO SPLASH PK BATTERIES & WORK BOOTS PER MOU
30835	7/11/2014	MARIO A. VELAZQUEZ	\$ 150.00	REFUND CLEANING DEPOSIT - A.F. COMMUNITY CENTER
30836	7/11/2014	WESTERN EXTERMINATOR CO.	\$ 134.00	PEST CONTROL
30837	7/17/2014	AGRI-VALLEY IRRIGATION	\$ 57.41	REPAIR - MAINTINANCE SUPPLIES WATER SITE 1
30838	7/17/2014	AGRI-CENTER AUTO PARTS	\$ 222.94	VEHICLE REPAIR/MAINTINANCE - PUBLIC WORKS-FUEL PUM
30839	7/17/2014	CORELOGIC SOLUTIONS, LLC.	\$ 150.00	REALQUEST FEES FOR JUNE 2014

30840	7/17/2014	PACIFIC GAS & ELECTRIC	\$ 35,101.90	PGE SERVICE FOR THE MONTH OF JULY 2014 - & 1264 P ST APT.
30841	7/17/2014	PAPA	\$ 80.00	SEWER/REGISTRATION FEE/ANTHONY CHAVARRIA QAL LICEN
30842	7/17/2014	QUILL CORPORATION	\$ 76.80	CITY HALL OFFICE SUPPLIES
30843	7/17/2014	TIFCO INDUSTRIES	\$ 169.16	WATER - SMALL TOOLS - REPAIR SUPPLIES
30844	7/17/2014	USA BLUEBOOK	\$ 16.87	PARTS - TOOL- NEEDED FOR SEWER PLANT PONDS
30845	7/17/2014	USC FOUNDATION (USC FCCCHR)	\$ 120.00	MEMBERSHIP RENEWAL- WATER- A. CHAVARRIA
30846	7/17/2014	VERIZON WIRELESS	\$ 396.10	CELL PHONE INVOICE FOR ALL DEPTS.
30847	7/22/2014	JOHN BORBOA	\$ 769.20	FIRE DEPT. -STIPEND -07/05/14 - 07/18/14 -40 HRS.
30848	7/22/2014	CITY OF FIREBAUGH	\$ 97,244.85	UNITED SECURITY BANK - PAYROLL ACCT. - P/E 07/18/2014
30849	7/23/2014	CALIFORNIA HIGHWAY PATROL	\$ 3,200.00	PD -PURCHASED 1 2009 FORD CROWN VICTORIA PATROL CAR
30850	7/24/2014	ADAMS ASHBY GROUP, LLC	\$ 4,800.00	12-CDBG-8387 PROFESSIONAL SERVICES- LABOR COMPLIANCE
30851	7/24/2014	AG & INDUSTRIAL SUPPLY	\$ 18.50	SEWER FACILITY SUPPLIES - RAGS KNIT 5LB BAG
30852	7/24/2014	ALERT-O-LITE, INC.	\$ 1,504.05	PUBLIC WORKS-VEHICLE MAINTINANCE PW4 LIGHTBAR - & ASPHALT PATCH
30853	7/24/2014	ARTCO AR TECHNOLOGIES CO.	\$ 50.00	MONTHLY HOSTING AND MAINTINANCE- JULY 2014
30854	7/24/2014	AT&T	\$ 219.83	PW - WATER TREATMENT PLANT
30855	7/24/2014	AUTOZONE COMMERCIAL	\$ 5.24	PW SHOP TOOL - EXTENSION BAR
30856	7/24/2014	BEATRIZ BERNAL SOLANO	\$ 3,400.00	BANDA MENSAJERA - 2014 HARVEST FEST -MUSIC PERFORMANCE
30857	7/24/2014	JESSE BANDA	\$ 400.00	SLICK NELSON -2014 HARVEST FEST.- MUSIC PERFORMANCE
30858	7/24/2014	BETTER QUALITY PAINTING	\$ 2,202.00	RODEO GROUNDS MAINTINANCE/REPAIR - PAINTING

30859	7/24/2014	BSK & ASSOCIATES, INC.	\$ 1,348.78	SEWER & WATER AND TOMA-TEK LAB ANALYSIS
30860	7/24/2014	CED-FRESNO	\$ 226.24	SEWER SUPPLIES FOR LIFT STATION-REPAIRS
30861	7/24/2014	COMMUNITY MEDICAL CENTER	\$ 175.00	POLICE DEPT.- LEGAL BLOOD DRAW
30862	7/24/2014	COUNTY OF FRESNO	\$ 1,478.31	LAFCO FY 14/15 FEES
30863	7/24/2014	CSJVRMA	\$ 100,288.00	2014/2015 1ST QUARTER DEPOSIT WORKER COMP./LIABILITY
30864	7/24/2014	CENTRAL VALLEY TOXICOLOGY	\$ 36.00	POLICE DEPT. - LAB ANALYSIS
30865	7/24/2014	D & L HEATING & COOLING	\$ 180.00	SENIOR CENTER - SERVICE CALL - SERVICING AC UNIT
30866	7/24/2014	RAYMUNDO GAMINO	\$ 300.00	DJ-RAY -2014 HARVEST FESTIVAL - DJ MUSIC ENTERTAINMENT
30868	7/24/2014	FIREBAUGH SUPER MARKET	\$ 71.82	SENIOR CENTER - OPERATING SUPPLIES
30869	7/24/2014	FRESNO COUNTY TREASURER	\$ 179.54	POLICE DEPT-RMS/JMS/CAD ACCESS FEES 06/14
30870	7/24/2014	G&K SERVICES, INC.	\$ 255.46	ALL DEPTS. & SENIOR CENTER OPERATIONAL SUPPLIES
30871	7/24/2014	GOUVEIA ENGINEERING, INC.	\$ 11,264.14	PROFESSIONAL ENGINEERING SERVICES
30872	7/24/2014	GUTHRIE PETROLEUM, INC.	\$ 4,022.77	BULK UNLEADED GASOLINE
30873	7/24/2014	DANA CLIFTON TODD	\$ 1,050.00	HARD TIMES -2014 HARVEST FESTIVAL - MUSIC PERFORMANCE
30874	7/24/2014	STEPHANIE HERNANDEZ	\$ 75.00	REFUND CLEANING DEPOSIT - A.F. COMMUNITY CENTER
30875	7/24/2014	JOSE JIMENEZ	\$ 150.00	REFUND CLEANING DEPOSIT -DUNKLE PARK ENCLOSED AREA
30876	7/24/2014	KENNEDY / JENKS	\$ 16,458.78	PROFESSIONAL COMPLETION WELL 7/12-CDBG-8387
30877	7/24/2014	KER WEST, INC. DBA	\$ 67.50	LEGAL NOTICES AD - LLMD
30878	7/24/2014	LOZANO SMITH, LLP	\$ 4,962.62	PROFESSIONAL LEGAL SERVICES

30879	7/24/2014	MANUELS TIRE SERVICE	\$ 386.74	4 NEW TIRES FOR CITY VEHICLE TOYOTA CAMRY
30880	7/24/2014	GILBERT MARTINEZ	\$ 1,350.00	2014 HARVEST FESTIVAL - MUSICAL PERFORMANCE
30881	7/24/2014	MCC CONTROL SYSTEMS	\$ 990.00	WATER EQUIPMENT REPAIR- TROUBLESHOOTING VFD
30882	7/24/2014	MIGUEL'S PLUMBING SERVICE	\$ 273.05	REPAIR/MAINT. KITCHEN DRAIN & SINK & PW SEWER REPAIR ON ALLARD AVE
30883	7/24/2014	MARICELA OROZCO	\$ 150.00	REFUND CLEANING DEPOSIT -DUNKLE PARK ENCLOSED AREA
30884	7/24/2014	POSO CANAL COMPANY	\$ 90.46	PUBLIC WORKS 2ND QUARTER ASSESSMENT FEES
30885	7/24/2014	ANGELICA QUESADA	\$ 75.00	REFUND CLEANING DEPOSIT - A.F. COMMUNITY CENTER
30886	7/24/2014	QUILL CORPORATION	\$ 398.26	ALL DEPARTMENTS - OFFICE SUPPLIES
30887	7/24/2014	RAMIRO RODRIGUEZ	\$ 300.00	2014 HARVEST FESTIVAL - DJ MUSIC ENTERTAINMENT
30888	7/24/2014	ROSENOW SPEVACEK GROUP	\$ 4,616.25	PROFESSIONAL CONSULTING SERVICES 13/14
30889	7/24/2014	SAN JOAQUIN VALLEY	\$ 479.00	WATER 14/15 ANNUAL PERMITS TO OPERATE
30890	7/24/2014	SALVADOR SANTILLAN	\$ 200.00	REFUND CLEANING DEPOSIT - RODEO GROUNDS - JARIPEO
30891	7/24/2014	THARP'S FARM SUPPLY	\$ 555.33	PW - WATER/SEWER - FACILITY RPR SHOP TOOLS/SEWER REPAIR SUPPLIES
30892	7/24/2014	THOMASON TRACTOR COMPANY	\$ 1,921.81	SEWER TRACTOR-EQUIPMENT-NEW BLADES TO DISC
30893	7/24/2014	DIANA G. GARCIA	\$ 1,050.00	THE TWI-LIGHTERS BAND -2014 HARVEST FESTIVAL ENTERTAINMENT
30894	7/24/2014	TYCO INTEGRATED SECURITY LLC	\$ 478.50	COMM.CENTER SECURITY-QUARTERLY BILLING 8/1/14-10/31/14
30895	7/24/2014	UNIVAR USA INC	\$ 3,267.78	WATER CHEMICALS
30896	7/24/2014	VALLEY NETWORK SOLUTIONS	\$ 1,797.26	NETWORK MONITORING AND SUPPORT AUGUST 2014
30897	7/24/2014	WESTAMERICA BANK	\$ 7,000.00	2014 HARVEST FESTIVAL - OPERATING CASH

30898	7/24/2014	ZEE MEDICAL SERVICE CO.	\$ 99.44	FIRST AID REFILLS CITYHALL & PUBLIC WORKS YARD
30899	7/24/2014	RAQUEL TABARES	\$ 300.00	DJ RAWQUEL -2014 HARVEST FESTIVAL - DJ MUSIC ENTERTAINMENT
30900	7/25/2014	ZIM INDUSTRIES, INC.	\$ 117,364.50	PROGRESS PY #1 - FBGH WELL NO. 17 DRILLING PROJECT
30901	7/28/2014	PAUL MAURER	\$ 32,960.25	2014 FEST: CARNIVAL PRESALE TICKETS & ON SITE SALES
30902	7/31/2014	AG & INDUSTRIAL SUPPLY	\$ 85.88	PARKS EQUIP SUPPLIES/ OIL FOR CHAINSAW
30903	7/31/2014	AT&T	\$ 91.67	CITY HALL - CALNET 2 DSL
30904	7/31/2014	THE BANK OF NEW YORK MELLON	\$ 200.00	2005 SERIES A & B TAXABLE ALLOCATION BONDS, 2005 B
30905	7/31/2014	BIG G'S AUTOMOTIVE CENTER	\$ 12.98	HARVEST FESTIVAL SUPPLIES
30906	7/31/2014	BSK & ASSOCIATES, INC.	\$ 422.56	TOMATEK SEWER POND LAB ANALYSIS
30907	7/31/2014	CODED SYSTEMS CORPORATION	\$ 2,900.00	SETUP/CREATE CITY ORDINANCES/CODES ONLINE/HOSTING
30908	7/31/2014	CORBIN WILLITS SYSTEMS	\$ 822.18	Administration COMPUTER SERVICE
30909	7/31/2014	RICHARD CRANK	\$ 350.00	2014 HARVEST FESTIVAL -SECURITY SERVICES - 4 NITES - JUL 24-26
30910	7/31/2014	DEPT. OF TRANSPORTATION	\$ 711.84	SIGNAL/LIGHTING BILLING - APR 2014 - JUN 2014
30911	7/31/2014	ELECTRIC DRIVES, INC.	\$ 79.35	Water Oper Repair Equip-NEW BEARINGS
30912	7/31/2014	FERGUSON ENTERPRISES, INC.	\$ 489.70	WATER - OPERATIONAL SUPPLIES
30913	7/31/2014	G&K SERVICES, INC.	\$ 108.54	CITY HALL & PUBLIC WORKS SHOP/SEWER UNIFORM/SUPPLIES
30914	7/31/2014	GOODALL TRUCKING, INC.	\$ 579.00	BASE ROCK - WATER- LINE REPAIR SUPPLIES
30915	7/31/2014	GUTHRIE PETROLEUM, INC.	\$ 1,043.47	BULK UNLEADED GASOLINE
30916	7/31/2014	MCC CONTROL SYSTEMS	\$ 790.00	INSTALLATION OF RELAY BASE/VFD OPER. - WATER

[illegible]



We already have the highest gas prices in the nation.
Tell Gov. Brown to **Back OFF!**

Californians will pay an additional 15 cents or more per gallon of gas as a result of a state agency-mandated gas fee – a “hidden tax” – that was created by the Brown Administration without consumer input or legislative review.

What Gas Fee?

Known as the “Fuels Under the Cap” portion of the California Air Resources Board’s (CARB) AB 32 Cap & Trade regulation, this fee is estimated to cost consumers 15 cents per gallon of fuel or more starting in 2015.

While state bureaucrats claim the new gas tax is a part of CARB’s program related to affecting climate change, the \$2 billion raised will go straight into the state’s General Fund and other “special funds” where politicians can do what they want with it.

The goal of this fee is to price gas so high people can’t afford it and will use other transportation options, such as public transportation, expensive electric vehicles and bicycles.

Why Should Businesses and Consumers Care?

While this hidden government-applied cost will hit everyone, those living in the Central and San Joaquin Valley regions will feel the impact the most. People living in rural areas typically commute farther, drive less fuel-efficient vehicles and are hit hardest by gas price increases.

Further, the recession lingers longer and deeper in these areas and the ongoing drought is already taking its toll with increases in the price of goods and services. This impending gas tax will add another burden to an already devastated region, hitting Central Valley disadvantaged, farmers, workers and families the hardest.

What is the solution? How can I help?

Visit www.FedUpAtThePump.org and tell Governor Brown and the California Air Resources Board to “BACK OFF!” and stop the January 1 gas price hike before it damages California’s fragile economy and hurts millions of hard working Californians even more.

What Does This Mean For California Motorists?

1. The cost for a gallon of gas will increase by at least 15 cents per gallon starting January 1, 2015
2. This form of fee is extremely regressive – those who can least afford it end up paying the most
3. The fee hike is expected to affect the price of goods and services that rely on oil and gas for transportation – food, energy, public transportation and vital services such as school transportation, fire protection and police patrols.

Californians Hit Hardest By Increased Fuel Costs:

- Seniors on fixed incomes
- Central Valley ag workers
- Travel and tourism industry
- Recreation enthusiasts
- Student commuters
- Families living on minimum wage

Send a letter to the Governor
Text BACK OFF to 25859

One response per text. Message and data rates may apply. Terms & Conditions and privacy policy at www.fedupatthepump.org

Find out more at www.FedUpAtThePump.org

RESOLUTION NO. 14-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AFFIRMING SUPPORT FOR THE FED UP AT THE PUMP CAMPAIGN

WHEREAS, the Firebaugh City Council is concerned about the impact of the California Air Resources Board fuels-under-the-cap regulation on the City of Firebaugh, its residents, and the potential for increased price of fuel for all consumers; and

WHEREAS, any increase in the price of fuel will harm the most vulnerable members of our communities, particularly those who must continue to commute to work or drive to larger communities for services such as education, healthcare, or to obtain household necessities, and who are least able to afford fuel price increases or diversify their transportation options; and

WHEREAS, California and the City of Firebaugh are still in the early stages of economic recovery and already facing potential negative impacts from a sustained drought, a price 2015 increase on fuel will weaken economic recovery; and

WHEREAS, many Californians are still unemployed and unemployment rates in the City of Firebaugh remain in double digits, placing these individuals at a disadvantage when it comes to paying for basic necessities like fuel, groceries, healthcare and childcare; and

WHEREAS, numerous professional and academic estimates, including those commissioned by the California Air Resources Board, put the probable increase in the price of gas, diesel, and other transportation fuels between \$0.16 and \$0.76 cents per gallon based on the current price of transportation fuels; and

WHEREAS, the California Air Resources Board has not directly evaluated the economic or societal impacts from Fuels Under the Cap; and

WHEREAS the majority of Californians are unaware that this price increase is pending; and

WHEREAS, the method of basing fuel carbon reductions via selling carbon credits at an obscure auction creates an opaque fee assessment mechanism – providing little assurance against market manipulation and providing no insight into price fluctuations; ultimately leading to consumer confusion and market uncertainty; and

WHEREAS, the allocation of Cap and Trade revenues through the State of California 2014/2015 budget does little to reduce short-term carbon emissions and provides minimal benefit to the rural residents of the City of Firebaugh and

WHEREAS the auction system of levying fuel assessments creates great ambiguity on what consumers will be spending to cover Cap & Trade obligations from week-to-week or month-to-month; and

WHEREAS, a bi-partisan and bi-cameral collection of members from the California State Legislature, including those representing the City of Firebaugh have requested that the California Air Resources Board delay implementation of the Fuels Under the Cap regulations; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Firebaugh calls upon Governor Jerry Brown and the California Air Resources Board to delay the implementation of Fuels under Cap regulations so that more effective policy options can be developed in an open and healthy debate.

The foregoing resolution was duly adopted by the Firebaugh City Council adopted at a regular meeting of the City Council of the City held on August 18, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Chris DeFrancesco
Mayor

Rita Lozano
Deputy City Clerk

CALIFORNIA
STATEWIDE
COMMUNITIES
DEVELOPMENT
AUTHORITY



Community Benefit Report 2013 Overview



CSCDA
CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY



California State Association of Counties



LEAGUE
OF CALIFORNIA
CITIES

www.cacommunities.org



CSCDA
CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

2013 Overview

The California Statewide Communities Development Authority (CSCDA) was created in 1988, under California's Joint Exercise of Powers Act, to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects.

Local Government Public Benefit Financings Funded **\$13.7 Billion** for **1,481** Local Agency Participants

\$9 Billion for Tax Revenue Anticipation Notes	\$455 Million for Vehicle License Fee Securitization
\$526 Million for Water/Wastewater Projects	\$258 Million for Tobacco Revenue Securitization
\$414 Million for Pension Obligation Bonds	\$1.33 Billion for Other Bond Programs
\$170 Million Through the Statewide Community Infrastructure Program	

Private Activity Community Public Benefit Projects Funded **\$37 Billion** for **1,905** Local Community Approved Projects

65,445 Affordable Housing Units for 545 Multifamily and 150 Senior Housing Projects
311 Nonprofit Hospitals and Medical Facilities
105 Continuing Care Facilities
186 Educational Facilities
19 Solid Waste Disposal and Alternative Energy Facilities
126 Manufacturing Facilities
173 Other Projects, Including Research Institutes, Rehabilitation and Various Public Benefit Facilities

\$35 Million New Markets Tax Credit Allocation Used to Fund **4** Projects in Distressed California Communities

CSCDA was created by and for local governments in California and is sponsored by the California State Association of Counties and the League of California Cities. Currently, more than 500 cities, counties and special districts have become Program Participants to CSCDA - which serves as their conduit issuer and provides access to an efficient mechanism to finance locally-approved projects. CSCDA helps local governments build community infrastructure, provide affordable housing, create jobs, make access available to quality healthcare and education, and more. CSCDA provides an important resource to our local government members.



California State Association of Counties



LEAGUE
OF CALIFORNIA
CITIES

www.cacommunities.org

RESOLUTION NO. 14-38

RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

WHEREAS, the City of Firebaugh, California (the "City"), has expressed an interest in participating in the economic development financing programs (the "Programs") in conjunction with the parties to that certain Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority, dated as of June 1, 1988 (the "Agreement"); and

WHEREAS, there is now before this City Council the form of the Agreement; and

WHEREAS, the City proposes to participate in the Programs and desires that certain projects to be located within the City be financed pursuant to the Programs and it is in the public interest and for the public benefit that the City do so; and

WHEREAS, the Agreement has been filed with the City Clerk, and the members of the City Council of the City, with the assistance of its staff, have reviewed said document;

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

Section 1. The Agreement is hereby approved and the Mayor of the City is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by said City Council, and the City Clerk is hereby authorized and directed to affix the City's seal to said document and to attest thereto.

Section 2. The Mayor of the City, the Interim City Manager, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 3. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to:

Kathleen Jacobe
Orrick, Herrington & Sutcliffe LLP
400 Capital Mall, Suite 3000
Sacramento, California 95814

Section 4. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Firebaugh at a regular meeting of said City Council held on the 18th day of August, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Chris DeFrancesco
Mayor

Rita Lozano
Deputy City Clerk

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

WHEREAS, each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

WHEREAS, in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

WHEREAS, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

WHEREAS, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

WHEREAS, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

WHEREAS, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

WHEREAS, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

WHEREAS, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

WHEREAS, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

NOW, THEREFORE, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

B. COMMISSION.

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each

serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or

employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than \$1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Commission or the Authority.

D. MEETINGS OF THE COMMISSION.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this

Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

Section 7. Bonds.

The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 9. Local Approval.

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the

Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 10. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

Section 11. Funds.

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

Section 12. Notices.

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

Section 13. Withdrawal and Addition of Parties.

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Section 14. Indemnification.

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 15. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

Section 16. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their

respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

Section 17. Amendments.

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

Section 18. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

Section 19. Partial Invalidity.

If anyone or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 20. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

Section 21. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Program Participant:

[SEAL]

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

RESOLUTION NO. 14-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING
SUBMISSION OF LOCAL TRANSPORTATION FUND CLAIM FOR FY 2014/2015**

WHEREAS, the City of Firebaugh has prepared and hereby submits a Local Transportation Fund Claim from the Local Transportation Fund of Fresno County for fiscal year 2014/2015; and

WHEREAS, the Council of Fresno County Governments has authority to review claims and allocate funds in accordance with the Transportation Development Act of 1971 and Chapter 3, Subchapter 2 and 2.5 Title 21 of the California Code of Regulations; and

WHEREAS, the Council of Fresno County Governments encourages inter jurisdictional coordination of transportation needs and increased coordination of transportation implementation plans;

NOW, THEREFORE, BE IT RESOLVED that the Firebaugh City Council hereby requests the Council of Fresno County governments to allocate from the Local Transportation Fund to the City of Firebaugh for fiscal year 2014/2015 for the purposes allowed under Articles III, IV, and VIII of the Transportation Development Act of 1971, as identified in the attached claim and which is in accordance with the adopted Regional Transportation Plan and authorizes the City Manager to sign the claim;

BE IT FURTHER RESOLVED that the City of Firebaugh further agrees to provide the Council of Fresno County Governments with such information as may be necessary to support its Annual Transportation Claim.

BE IT FURTHER RESOLVED that the City of Firebaugh hereby requests that of the City's total Transportation Fund Apportionment for the fiscal year 2014/2015, an amount of \$218,722.00 shall be allocated from the Local Transportation Fund to the Council of Fresno County Governments for the purpose of conducting Regional Transportation Planning.

The foregoing resolution duly approved by the Firebaugh City Council on the 22nd day of August 2014, by the following vote, to wit:

AYES: Council Members

NOES: Council Members

ABSTAIN: Council Members

ABSENT: Council Members

APPROVED:

ATTEST:

Chris DeFrancesco
Mayor

Rita Lozano
Deputy City Clerk

**ATTACHMENT A
LOCAL TRANSPORTATION PURPOSES
CERTIFICATIONS AND CLAIM**

TO: Fresno County Transportation Authority

FROM: City of Firebaugh

Address: 1133 "P" Street
City: Firebaugh Zip Code 93622
Contact: Kenneth McDonald, City Manager
Telephone: (559) 659-2043

1. The **City of Firebaugh** ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to California Public Utilities Code Section 142257.
2. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year **2014-2015** setting .81% of the amount for Local Transportation Purposes available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:
 - (a) Monthly payments consistent with adopted percentage, based on actual receipts.
3. On behalf of claimant, I hereby certify as follows:
 - (a) That Local Transportation Purpose Funds are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
 - (b) That claimant has segregated property tax revenues from claimant's other general funds revenues used to support local transportation purposes so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
 - (c) That claimant shall account for Local Transportation Purpose Funds received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.
4. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Claimant's Authorized Signature: _____

Title: City Manager

Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority

Date: _____

Chairman: _____

2014/15
COUNCIL OF FRESNO COUNTY GOVERNMENTS
LOCAL TRANSPORTATION FUND
APPORTIONMENT TO MEMBER AGENCIES
Final Estimate
05/01/14

2014/15 Estimate per Fresno County Auditor Controller	\$30,000,000
Less Administration	100,000
Gross Amount Available for Allocation	29,900,000

MEMBER	DOF POPULATION 01/01/13	PERCENT	GROSS AMOUNT AVAILABLE	ART. 3 BIC. & PED.FAC. (2%)	SHARE TOWARD ART. 4.5 (5%)	RTP (3%)	NET FOR ARTICLES 4 & 8	ADD TO CTSA's ART. 4.5	NET ART.4, 4.5 & 8
Clovis	102,188	10.60%	3,167,936	63,388	153,844	88,521	2,862,183	163,869	3,026,052
Coalinga	16,467	1.71%	511,445	10,215	25,741	14,265	461,224		461,224
Firebaugh	7,809	0.81%	242,297	4,844	11,966	6,765	218,722		218,722
Fowler	5,883	0.61%	182,448	3,649	8,926	5,096	164,777		164,777
Fresno City	515,609	53.48%	15,990,533	319,835	782,357	446,650	14,441,691		14,441,691
Huron	6,843	0.71%	212,287	4,245	10,448	5,928	191,666		191,666
Kerman	14,339	1.49%	444,825	8,895	21,888	12,421	401,621		401,621
Kingsburg	11,685	1.21%	362,489	7,248	17,834	10,122	327,285		327,285
Mendota	11,225	1.16%	348,288	6,963	17,200	9,724	314,401		314,401
Orange Cove	9,410	0.98%	291,944	5,837	14,391	8,151	263,565		263,565
Parlier	15,019	1.56%	465,878	9,316	22,885	13,010	420,667		420,667
Reedley	25,122	2.61%	779,401	15,583	38,414	21,762	703,642		703,642
Sanger	24,908	2.58%	772,687	15,451	38,011	21,577	697,648		697,648
San Joaquin	4,056	0.42%	125,833	2,516	6,199	3,514	113,604		113,604
Selma	23,977	2.49%	743,835	14,873	36,620	20,770	671,572		671,572
Fresno Co.	169,500	17.58%	5,257,874	105,142	258,376	146,831	4,747,525		4,747,525
FCRTA								438,312	438,312
FCEOC								862,919	862,919
TOTALS	964,040	100.00%	29,900,000	598,000	1,465,100	835,107	27,001,793	1,465,100	28,466,893
			29,900,000	598,000	1,465,100	835,107	27,001,793	**	



STAFF REPORT

TO: City Council
 FROM: Kenneth McDonald, City Manager *KM*
 DATE: August 18, 2014
 SUBJECT: Federal Drought Legislation

RECOMMENDATION:

City Council receives comments and adopts Res. No. 14-40.

HISTORY / DISCUSSION:

There are several bills in the Legislature right now that represent varied efforts to amend the water bond which is going to be on the November 2014 ballot. The League has not taken a position on any of those bills and adopted the following water bond funding priorities:

- Water Conservation
- Groundwater Recharge
- Stormwater Capture & Reuse/Clean Water Act Compliance
- Watershed Restoration
- Water Storage (surface and subsurface) and Associated Conveyance
- Water Recycling & Reuse

The discussion about what the actual November bond will look like continues and is of vital importance. One group actively participating in the discussion is the Latino Water Coalition.

Over the past two weeks, the California Latino Water Coalition has asked for the support of Counties and Cities in helping to make voices be heard in Sacramento on the water bond issue and in Washington on a Senate-House conference in an attempt to reconcile crucial drought legislation. The California Latino Water Coalition would like to thank you again for the Cities' quick response and support for helping with this matter, the City's involvement makes a big difference.

The effort on the Federal Legislation was very well received but due to the California Latino Water Coalition's prior time constraints they were not able to give the City an opportunity to get a formalized resolution from our Council. However, the California Latino Water Coalition has been given some additional time and is asking the City to formally take action on the federal drought legislation. The California Latino Water Coalition is also asking supporting members to provide copies of resolutions by the end of August, and to tell members of Congress how the people you serve are being affected by the lack of water.

FISCAL IMPACT:

Unknown

RESOLUTION NO. 14-40

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF FIREBAUGH, REQUESTING ACTION BY CONGRESS ON DROUGHT LEGISLATION

WHEREAS, the City Council of the City of Firebaugh is acutely aware of the importance of a reliable, secure and safe water supply to the health, prosperity, and well being of its citizens. Further, the City Council understands that, not only its own water supply, but that of the entire surrounding region, has a direct impact on the City; and

WHEREAS, the well-being of the City of Firebaugh and its citizens being integrally connected to the well-being of the water supply for the surrounding region, the City has interest in ensuring that the water supply of the major water and irrigation districts that surround the City is protected and promoted; and

WHEREAS, an integral part of the total water supply for the region surrounding the City is water delivered under a federal Central Valley Project contract of the sort that has been enjoyed by the Friant Division irrigation districts located along the East Side of the San Joaquin Valley; and

WHEREAS, this water supply has been withheld from Friant contractors this year for the first time in the more than 60 years that such water contracts and deliveries have existed; and

WHEREAS, this year's zero water supply allocation for Friant Division contractors is already having dramatic negative impacts on the groundwater levels of the region, as well as on the farm economy upon which the City of Firebaugh and the surrounding region rely; and

WHEREAS, this year's zero water supply allocation is directly tied to failed management by state and federal agencies of the Sacramento-San Joaquin River Delta, as a result of imbalanced implementation of the federal Endangered Species Act, preventing typical water deliveries to the San Joaquin River Exchange Contractors and compelling said Exchange Contractors to receive San Joaquin River water that would normally have been delivered to East Side water and irrigation districts surrounding the City of Firebaugh; and

WHEREAS, just as the City and its residents have been forced to adopt progressively aggressive conservation measures to adapt to the current period of drought, so too should the agencies who manage resources for the benefit of wildlife and environmental interests; and

WHEREAS, local business failures and reduced revenue for local and regional public agencies may have long-lasting and far-reaching impacts on the fabric of the City of Firebaugh and its surrounding community; and

WHEREAS, agriculture is major part of the regional and local economy and business community; and

WHEREAS, without water, farmers and ranchers cannot produce crops, keep their workers employed, purchase new farm equipment, or make other expenditures; and

WHEREAS, this is a matter of national importance because the Sacramento and San Joaquin valleys produce about 50% of the fruits and vegetables sold in the United States' national market, and the continuation of these policy decisions in combination with drought conditions threatens the ability of California farmers to continue to provide a safe, sustainable domestic food supply, which in turn presents a significant threat to national security; and

WHEREAS, ripple effects of severe immediate reductions in agricultural production are felt throughout the local economy as families are compelled to move and school districts lose students, counties and cities lose tax revenue and are faced with budget crises and staffing cuts, people tighten their budgets and service industries lose customers, resulting in business curtailments and failures; and

WHEREAS, the current drought has had such a severe direct and indirect impacts on the local economy as a whole many families no longer can afford basic human necessities such as food, and increasingly must rely upon local food banks; and

WHEREAS, the City of Firebaugh City Council is aware that members of the United States Senate and House of Representatives are conferring to reconcile differences in legislation each body has approved but that those measures offer substantially different means of addressing California's dire water situation and issues.

THEREFORE, BE IT RESOLVED that the City of Firebaugh has a direct and keen interest in development of legislation that cures the mismanagement of the Delta, and ensures that a zero-allocation for Friant Division contractors will not happen in the future.

BE IT FURTHER RESOLVED that action in Congress must be taken immediately if another year of regulatory drought is to be avoided.

BE IT FURTHER RESOLVED that the City of Firebaugh applauds members of the House of Representatives and the United States Senate for passing two separate measures that offer hope of fixing the management problems in the Delta that have led to the Friant Division's zero allocation: Senate passage of S. 2198, the Emergency Drought Relief Act, and House passage of H.R. 3964, the Sacramento-San Joaquin Valley Emergency Water Delivery Act.

BE IT FURTHER RESOLVED that the City of Firebaugh urges California's delegation to both Houses of Congress to immediately conclude negotiations and arrive at a joint Drought Relief measure that can be adopted by both houses of Congress and signed by the President.

BE IT FURTHER RESOLVED that the City Council of the City of Firebaugh expresses support for the positions taken in the "Allied Growers Letter" to members of Congress dated July 10, 2014, signed by a number of the San Joaquin Valley's farming leaders.

ADOPTED by the City Council of the City of Firebaugh at a regular meeting of said City Council held on the 18th day of August, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Chris DeFrancesco
Mayor

Rita Lozano
Deputy City Clerk



STAFF REPORT

TO: Successor Agency
 FROM: Kenneth McDonald, City Manager *KM*
 DATE: August 18, 2014
 SUBJECT: Select the Proposal for Purchase and Development of the P Street Properties

RECOMMENDATION

Select a proposal for purchase and development of the P Street Properties and transmit proposals and recommendation to the Oversight Board for final selection.

BACKGROUND AND OVERVIEW:

Assembly Bill ("AB") x1 26, amended by AB 1484 and 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 an LRPMP, which was approved by the Oversight Board on September 19, 2013 and by the Department of Finance ("DOF") on February 10, 2014. In the LRPMP, the Successor Agency identified two adjacent properties on P Street to be sold. Successor Agency Staff issued a Request for Proposals to solicit offers and plans to purchase and redevelop the P Street Properties. Successor Agency Staff received and evaluated two proposals submitted in response to the RFP. Staff scored both proposals based on the rating system delineated in the RFP and has selected its top bidder.

ANALYSIS:

The P Street Properties, also known as Assessor's Parcel Numbers 008-075-11 and 008-075-03, were listed on the Successor Agency's LRPMP as properties to be sold. The proceeds from that sale would go to the taxing entities. The Successor Agency received two offers to purchase the P Street Properties after the LRPMP was approved by DOF. However, in order to fulfill their obligations under the Property Disposition Procedures, which were approved by the Successor Agency Board and Oversight Board, and to give all interested parties a fair opportunity to purchase and redevelop the P Street Properties, the Successor Agency issued an RFP. The RFP was posted on the City's website and sent directly to parties that expressed interest in the P Street Properties. Both parties submitted proposals by the deadline of July 31, 2014. The evaluation criteria for submitted proposals were clearly outlined in the RFP. After the close of the submittal period, Successor Agency Staff reviewed both proposals and scored them based on the evaluation criteria. A summary of the proposals, the scoring, and general observations is included below. The full proposals are included as Attachment 1 and the Score Sheets as Attachment 2.

Fresno County Housing Authority

The Fresno County Housing Authority originally proposed to construct the Gateway Project on the P Street properties prior to redevelopment dissolution. The properties were denied to be transferred to the

Housing Successor Entity as housing assets by DOF and thus the Gateway project never came to fruition. The Housing Authority is proposing to construct the same project now. This consists of demolishing the existing buildings and building a two-story apartment complex consisting of 30 1- and 2-bedroom affordable senior units. The Gateway project was already fully entitled prior to redevelopment dissolution. The project continues to meet, or has already addressed all zoning and General Plan restrictions.

The Housing Authority is offering \$360,000 based on a property appraisal conducted in February 2014. The Housing Authority would apply for Low Income Housing Tax Credits ("LIHTC") to help fund the project. Execution of the purchase agreement is contingent upon an award of LIHTC. Ultimately, development of the project is estimated to cost \$6.3 million. The Housing Authority expects to complete the project in late 2016 or early 2017 depending on the LIHTC application process.

The Housing Authority estimates that 75 jobs will be created from development of the Gateway Project. It will also fulfill an unmet need for senior housing. However, the project will ultimately be tax-exempt because it will be 100% affordable housing. Thus, there are some short-term economic benefits for the City and taxing entities and fewer long-term benefits.

Successor Agency Staff gave the Housing Authority 74 out of 100 points for the Gateway Project proposal. The proposal was complete and thorough and the proposed project will be a high-quality, needed addition to the City of Firebaugh. In addition, the Housing Authority has a good track record with successful affordable housing developments. On the other hand, the Housing Authority lost points because the proposed purchase price was lower than the competing offer, the project is contingent upon the Housing Authority receiving LIHTC, and the project will ultimately be tax-exempt. Despite these drawbacks, the project still has significant economic benefits and could spur taxable development throughout the City.

Boardwalk CA, LLC

Boardwalk CA, LLC contacted the Successor Agency about the P Street properties after the LRPMP was approved by DOF. They then went ahead and submitted a proposal in response to the RFP. The Boardwalk CA project proposes to renovate the existing P Street structures and produce 21 rehabilitated multi-family dwelling units. Successor Agency Staff is concerned about this approach because the existing structures are in very poor condition and have been an eyesore to the community for years. A rehabilitation project may not be the best solution to the existing blight.

Boardwalk CA is prepared to offer \$502,000 for the properties and expects to spend \$200,000 - \$250,000 on renovations. The project could be complete in as little as 2-3 months. The purchase offer is higher than the Housing Authority's offer, which provides a larger economic benefit to the City and taxing entities. However, Boardwalk CA did not call out any other economic benefits the City or taxing entities could expect to receive such as job creation.

Successor Agency Staff awarded Boardwalk CA's proposal 60 out of 100 points. Boardwalk CA received high marks for the purchase price and timeframe for completion. In addition, the Boardwalk CA project would be taxable as opposed to the Housing Authority project. This would result in some long-term economic benefits to the City and taxing entities. However, points were deducted in all other areas because the proposal left many required sections unaddressed. It was often hard to know what other potential outcomes could be expected from the Boardwalk CA project.

Successor Agency Selection

Successor Agency Staff scored The Fresno County Housing Authority's proposal higher than the Boardwalk CA proposal. The Successor Agency now has an opportunity to review both proposals and decide which, if any, to recommend the Oversight Board select. This recommendation and both proposals will be submitted to the Oversight Board for final selection.

FISCAL IMPACT:

Proceeds from the sale of the P Street Properties will be distributed to the taxing entities through the Recognized Obligation Payment Schedule Process.

ATTACHMENTS:

Attachment 1 – Proposals submitted to Successor Agency Staff

Attachment 2 – Scoring Sheets for Proposals

July 23, 2014

1331 Fulton Mall
Fresno, California 93721

(559) 443-8400
TTY (800) 735-2929

www.fresnohousing.org

Kenneth McDonald
City Manager
City of Firebaugh
1133 P Street
Firebaugh, Ca 93622

Dear Mr. McDonald,

The purpose of this letter is to respond to the RFP issued on June 23, 2014 for the purchase and redevelopment of 1264 and 1238 P Street, a property currently owned by the Successor Agency of the Redevelopment Agency of the City of Firebaugh and the Oversight Board to the Successor Agency ("Successor Agency"). The subject contiguous properties are identified as 1238 P Street, Firebaugh, CA (APN 008-075-03) and 1264 P Street, Firebaugh, CA (APN 008-075-11). On May 29, 2012, the Successor Agency entered into a Disposition and Development Agreement ("DDA") with the Housing Authority of Fresno County to transfer the subject properties for development of a 30 unit affordable senior project and associated community building space known as the "Firebaugh Gateway" project, which was later dissolved. The Fresno Housing Authority obtained development entitlements, completed environmental reviews, prepared architectural plans and secured a \$300,000 Affordable Housing Program grant from the Federal Home Loan Bank of San Francisco.

Please find our attached proposal for your review. The Fresno Housing Authority desires to continue pursuing this much needed project and looks forward to discussions about acquiring the subject properties.

Please feel free to contact me at (559) 443-8475 or via email at pprince@fresnohousing.org. I look forward to a response from the review committee in regards to potential next steps in the acquisition process.

Thank you,



Preston Prince
CEO/Executive Director
Housing Authority of Fresno County, California

1. DESCRIPTION OF THE PROPOSED PROJECT

FIREBAUGH GATEWAY

PROJECT DESCRIPTION & VISION

The Fresno Housing Authority is pleased to propose a two-story, affordable, senior housing development with community space in downtown Firebaugh. The project will consist of 30 units (1BR and 2BR) of housing for income-eligible seniors. The subject site consists of two existing parcels (APNs 008-075-03 and 008-075-11) that are each developed with existing multifamily residential dwellings. The proposed project would demolish these buildings and build 30 new senior units. Specifically, the project will be situated along P Street and 13th Street. A parking lot will be situated to the rear of the building and will take access from the alley that runs parallel to P Street. This alley connects 13th Street in the south to 12th Street to the north.

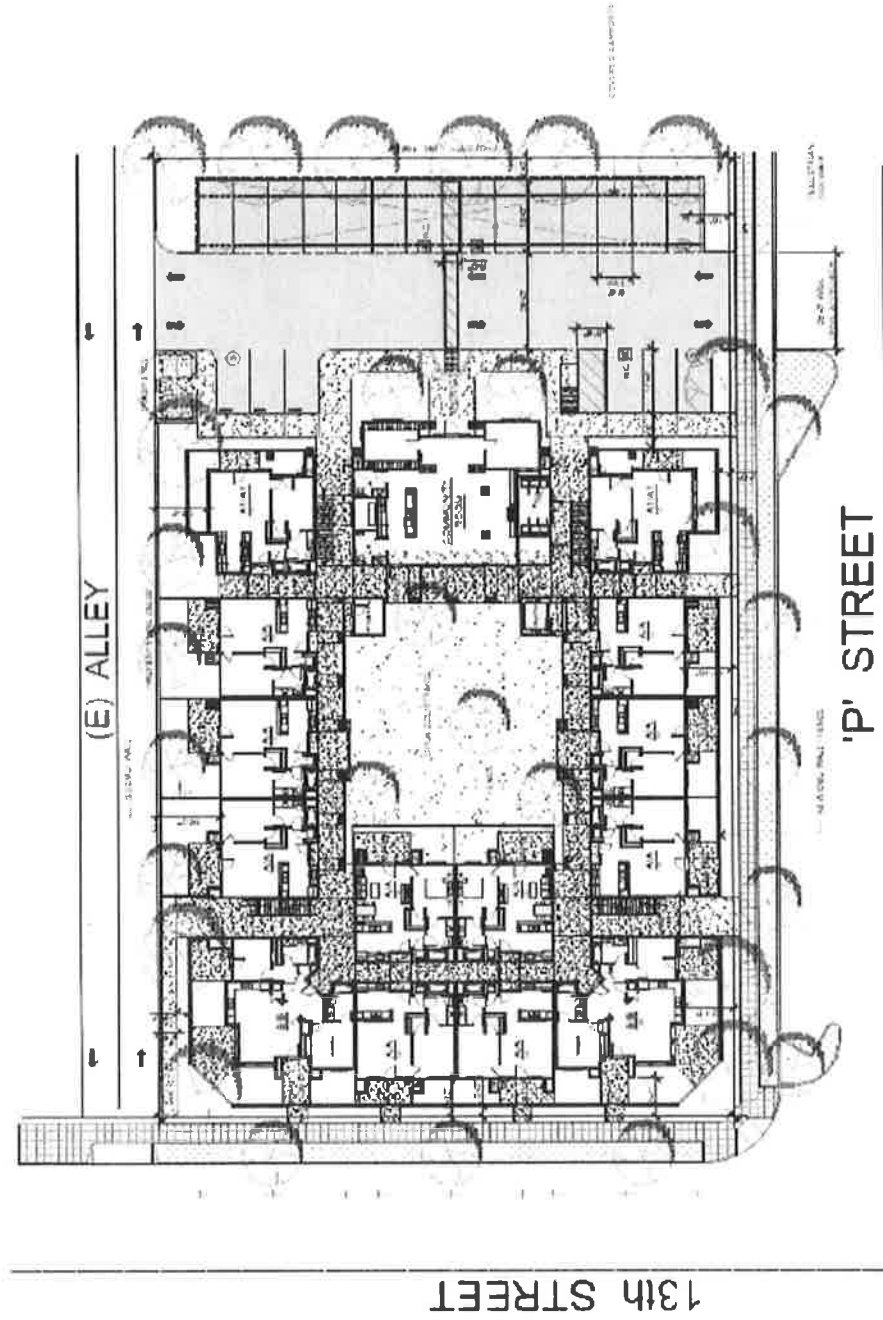
The site design has been developed in concert with community stakeholders and has been refined with input from residents during community meetings. A copy of the discussion documents presented at that meeting is attached in Section 4 of the proposal. The project will target seniors with household incomes from 30%-60% of area median income.

The project will include many amenities including greenspace for the seniors in a landscaped area situated at the rear of the building so that the residents can enjoy the outdoors. The project will also include community space for the seniors and other community members to utilize and enjoy. There will be an on-site property manager to facilitate services for the residents and respond to questions and ideas that may arise. This development will help eliminate a blighted parcel of land within the local neighborhood and provide much needed affordable rental housing for seniors.

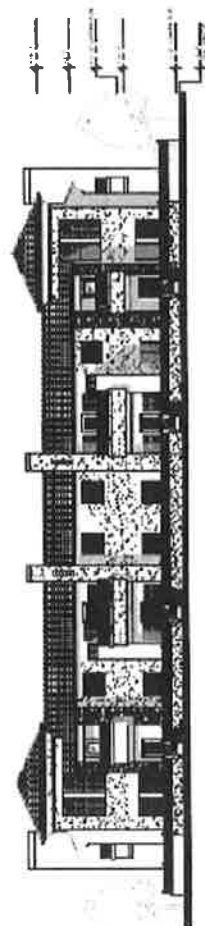
**Firebaugh Gateway
Site Location**



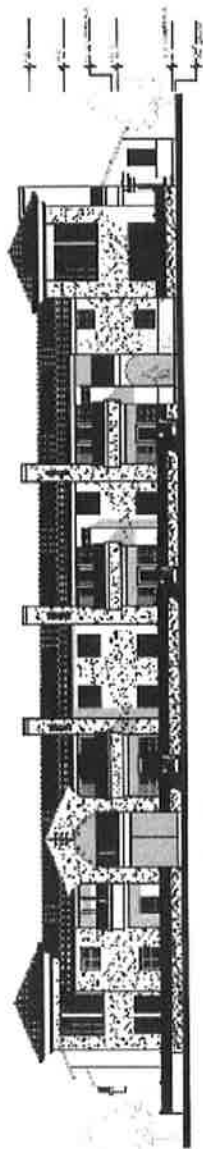
Firebaugh Gateway
Design Concept - Site Plan



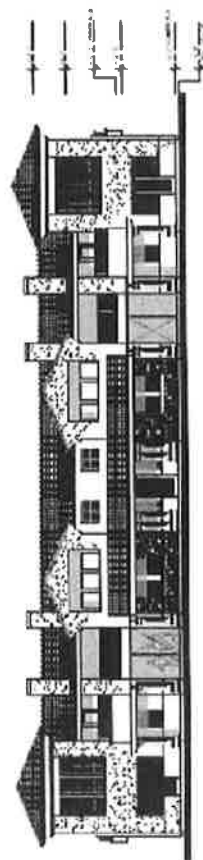
Firebaugh Gateway
Elevations



13th STREET ELEVATION



P STREET ELEVATION



PARKING LOT ELEVATION

ENVIRONMENTAL IMPACT AND CITY'S GOALS

At the August 6, 2012 City of Firebaugh City Council meeting, a Negative Declaration was adopted (Resolution No. 12-50) for the project which concluded the project will not have significant impacts on the environment. In addition and in collaboration with the City of Firebaugh staff, the Fresno Housing Authority successfully completed a general plan amendment and changed the zoning required for the development of the project. The Planning Commission recommended to City Council the following resolutions at its meeting on July 30, 2012.

- Resolution PZ12-07 (adopting the environmental findings of no significance for the project)
- Resolution PZ12-08 (recommending approval of a General Plan land use amendment and a zone change for the site)
- Resolution PZ12-09 (recommending approval of a Density Bonus for the project)
- Resolution PZ12-10 (approving a Conditional Use Permit for construction and operation of the project).

All recommended actions including the zone change and general plan amendment were approved on August 6, 2012 at the City Council meeting (please see attached City Council Resolutions 12-50, 12-51, 12-52). The design of the project will integrate with the local neighborhood which was discussed at the design review meeting with community members on July 25, 2012.

In summary, the project has no potential significant environmental impacts and the project has all the necessary entitlements to move forward.

CITY OF FIREBAUGH
APPROVED RESOLUTIONS

RESOLUTION NO. 12-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADOPTING
A NEGATIVE DECLARATION FOR THE GATEWAY PROJECT.**

WHEREAS, an application for a General Plan Amendment, Zone Change, Density Bonus and Conditional Use Permit was submitted by Fresno County Housing Authority with the ultimate result being construction and operation of a mixed use project including multiple family residential senior housing and a commercial component. The Assessor Parcel Numbers of the site are 008-075-003 and 008-075-011, and

WHEREAS, the applicant's requests include:

1. An amendment of the General Plan's Land Use Map designation from "Medium Density Residential" to "Central Commercial";
2. A zone change to change the zoning of the site from R-2 (Low Density Multiple Family Residential) to C-2 (Central Trading);
3. A Density Bonus to allow for up to four additional dwellings on the site, above the maximum density allowed by the underlying zoning; and
3. A Conditional Use Permit to develop the site with a mixed use residential/commercial project, and

WHEREAS, the planning requests are considered a "project" under the Guidelines of the California Environmental Quality Act (CEQA) and accordingly the City has prepared an Initial Environmental Study consistent with CEQA, and

WHEREAS, the Initial Environmental Study determined that the proposed project would not result in significant impacts to the environment, and

WHEREAS, the City advertised and circulated the Initial Environmental Study for public review and comment, with a closing date of July 17, 2012 for comments to be submitted, and

WHEREAS, by the end of the comment period several comment letters were received by the City. None of these letters challenged the proposed adoption of a Negative Declaration, and

WHEREAS, some of the recommendations of the comment letters have been included in conditions of approval for the Conditional Use Permit, and

WHEREAS, the Planning Commission conducted a public hearing on this item on July 30, 2012 and voted to recommend adoption of the Negative Declaration, and

WHEREAS, the Planning Department has prepared a staff report on the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented, determined the following findings were relevant in evaluating this action:


1. The proposed action is consistent with the goals, objectives and policies of the 2030 Firebaugh General Plan and the Firebaugh Zoning Ordinance.
2. The City has prepared an Initial Environmental Study, consistent with the requirements of CEQA. The study determined the project will not have significant impacts on the environment. Accordingly a Negative Declaration (Attachment "A") has been prepared.
3. The proposed action will not have an adverse impact on the health, safety and welfare of residents in the neighborhood or community

NOW, THEREFORE BE IT RESOLVED THAT the Initial Environmental Study prepared for the project and the Negative Declaration as shown in Attachment "A", is hereby adopted by the Firebaugh City Council.

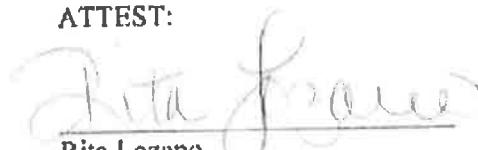
The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 6th day of August, 2012, by the following vote:

AYES:	Council Members	Lowe, Marquez, Sablan,
NOES:	Council Members	DeFrancesco, Lake
ABSTAIN:	Council Members	
ABSENT:	Council Members	

APPROVED:


Rod Lake
Mayor

ATTEST:


Rita Lozano
Deputy City Clerk

ATTACHMENT A:

**CITY OF FIREBAUGH
NEGATIVE DECLARATION**

FIREBAUGH PLANNING DEPARTMENT

1133 P STREET

FIREBAUGH, CA 93622

(559) 659-2043

PROJECT TITLE: "Gateway" Project (General Plan Amendment 2012-02; Zone Change 2012-02; Density Bonus 2012-01 Conditional Use Permit 2012-01).
APPLICANT: Housing Authority of Fresno County
1331 Fulton Mall
Fresno, CA 93721

PROJECT LOCATION: The project site includes two parcels containing 0.86 acres on the west side of P Street, north of 13th Street. The Assessor Parcel Numbers are 008-075-003 and 008-075-011.

PROJECT DESCRIPTION: The project includes several planning requests including a General Plan Amendment, a Zone Change, a Density Bonus and a Conditional Use Permit to construct and operate a mixed use residential/commercial project on the site.

The General Plan Amendment would amend the Firebaugh General Plan's land use designation of the site from "Medium Density Residential" to "Central Commercial". The Zone Change would amend the zoning from R-2 (Low Density Multi Family Residential) to C-2 (Central Trading).

FINDINGS OF NO SIGNIFICANCE:

1. The project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.
2. The project does not have the potential to achieve short-term economic gain, to the disadvantage of long-term environmental goals.
3. The project does not have the potential to have impacts that are individually limited but cumulatively considerable.
4. The project will not cause substantial adverse effects on people, either directly or indirectly.

DETERMINATION:

On the basis of an initial environmental study and the findings mentioned above, the City of Firebaugh determines that the project will not have a significant impact on the environment

Name: _____ Date: _____

RESOLUTION NO. 12-51

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING GENERAL PLAN AMENDMENT 12-02
(GATEWAY PROJECT - HOUSING AUTHORITY OF FRESNO COUNTY).**

WHEREAS, a General Plan Amendment and zone change was requested by Fresno County Housing Authority, for two parcels containing a total of approximately 0.86 acres, located on the west side of P Street, north of 13th Street in the City of Firebaugh. The Assessor Parcel Numbers are 008-075-003 and 008-075-011, and

WHEREAS, the site is currently designated "Medium Density Residential" on the Land Use Map of the 2030 Firebaugh General Plan, and further, the site is zoned R-2 (Low Density Multi Family Residential) on the official zoning map of the City of Firebaugh, and

WHEREAS, the applicant is requesting the site be re-designated "Central Commercial" on the Land Use Map of the General Plan, and to be zoned "C-2" (Central Trading), and

WHEREAS, the purpose of these amendments is to facilitate construction and operation of a mixed use residential/commercial project, providing affordable multi family residential housing for qualified senior citizens, and

WHEREAS the Firebaugh Planning Commission conducted a public hearing on July 30, 2012 to consider these amendments and voted to recommend approval to the City Council, and

WHEREAS, property owners within 300 feet of the subject site were notified of the meeting and a public hearing notice was published ten (10) days prior to the City Council's meeting, and

WHEREAS, the Planning Department has prepared a staff report and environmental finding, and

WHEREAS, the City Council held a public hearing on the General Plan Amendment and accepted testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented, determined the following findings were relevant in evaluating this request:

1. The proposed request will not have an adverse impact on the health, safety or welfare of surrounding residents or on the community.
2. The proposed request is consistent with the goals, objectives and policies of the Firebaugh General Plan.

3. The City has conducted an Initial Environmental Study consistent with the requirements of CEQA (California Environmental Quality Act) which found that the proposed project will not have a significant impact on the environment. Accordingly, a Negative Declaration has been prepared for adoption.

4. The property is within Firebaugh's sewer, water and storm drainage service areas.

NOW THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby approves General Plan Amendment 2012-02, as shown in Map 1.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 6th day of August, 2012, by the following vote:

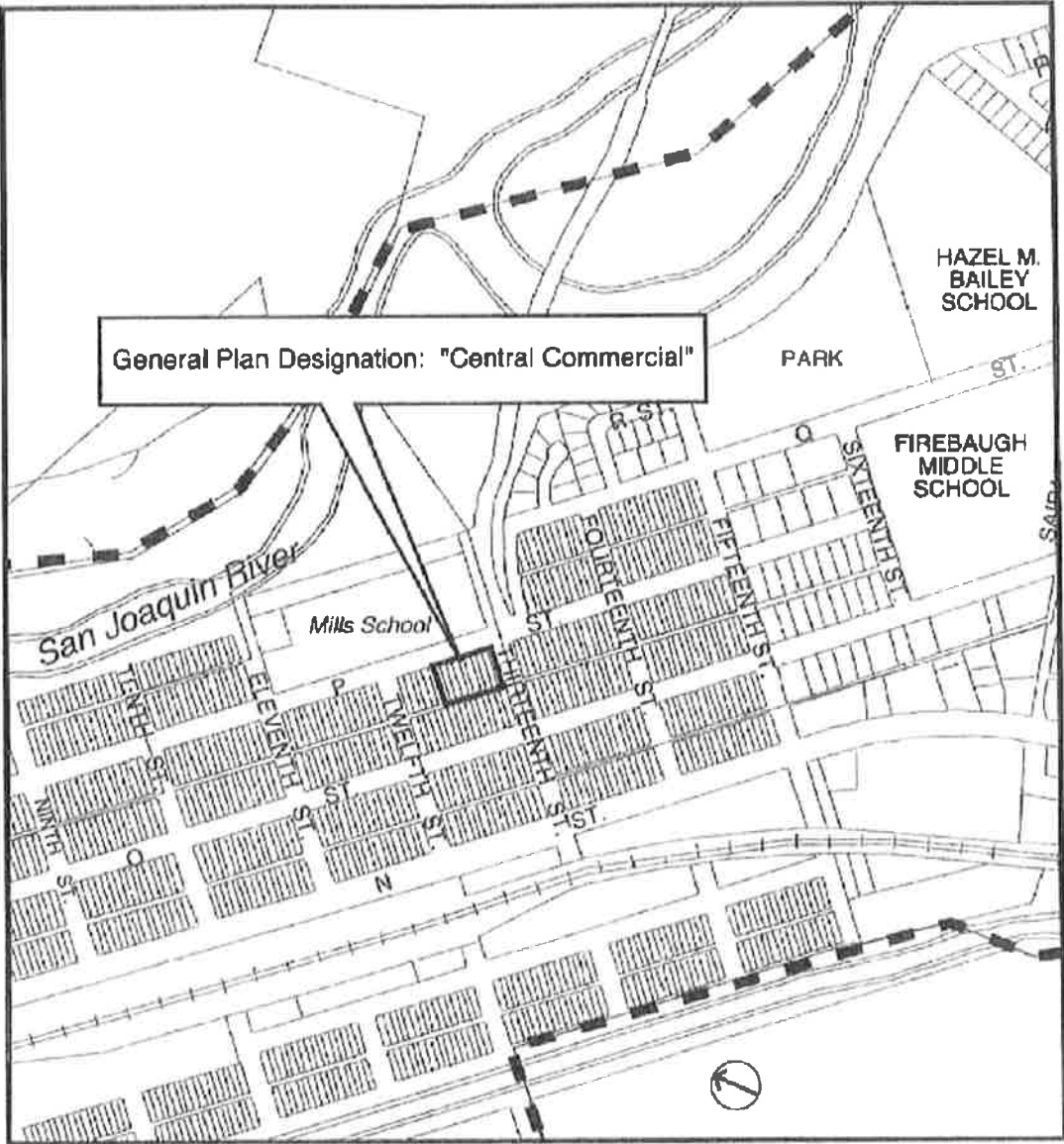
AYES:	Council Members	Lowe, Marquez, Sablan
NOES:	Council Members	DeFrancesco, Lake
ABSTAIN:	Council Members	
ABSENT:	Council Members	

APPROVED:


Rod Lake
Mayor

ATTEST:


Rita Lozano
Deputy City Clerk



Proposed Land Use Designation

Gateway Project

Map 1

City of Firebaugh

RESOLUTION NO. 12-52

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A
DENSITY BONUS
(GATEWAY PROJECT - HOUSING AUTHORITY OF FRESNO COUNTY)**

WHEREAS, a request for a Density Bonus was submitted by Fresno County Housing Authority in conjunction with an application for a Conditional Use Permit for an affordable senior citizen's multi-family residential project, for two parcels containing a total of approximately 0.86 acres, located on the west side of P Street, north of 13th Street in the City of Firebaugh. The Assessor Parcel Numbers are 008-075-003 and 008-075-011, and

WHEREAS, the request is associated with a series of planning approvals, including a General Plan amendment, a zone change, a Conditional Use Permit and environmental review, and

WHEREAS, the proposed zoning of the site is C-2 (Central Trading zone). This zone allows multi-family residential development consistent with standards of the R-3 zone (Medium Density Multi Family Residential). The R-3 zone allows a maximum density of one dwelling per 1,500 square feet of lot area. Accordingly, the site (containing 37,500 square feet) would allow up to 25 dwelling units, maximum, and

WHEREAS, a request for a density bonus of up to 35 percent (up to nine actual units) above the density permitted under the R-3 zone district, has been applied for consistent with Section 65915 of the State Government Code (Density Bonus Law). The applicant is requesting approval for up to five additional units, and

WHEREAS, the project for which the Density Bonus has been applied for meets the criteria outlined in the State's Density Bonus Law in regards to receiving a density bonus, and

WHEREAS, the Planning Commission conducted a public hearing to consider this matter on July 30, 2012 and voted to recommend approval of the Density Bonus to the City Council, and

WHEREAS, property owners within 300 feet of the subject site were notified of the meeting and a public hearing notice was published ten (10) days prior to the City Council's meeting, and

WHEREAS, the Planning Department has prepared a staff report and environmental finding, and

WHEREAS, the City Council held a public hearing on the density bonus request and accepted testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented, determined the following findings were relevant in evaluating this amendment:

1. The project is consistent with the Firebaugh General Plan, Housing Element.
2. The project will not have a significant impact on the environment and a Negative Declaration has been prepared, consistent with the California Environmental Quality Act.
3. The project will not have an adverse impact on the health, safety or welfare of the neighborhood or community.
4. The project is consistent with the State's Density Bonus Law as detailed in Section 65915 of the State Government Code.

NOW THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby approves Density Bonus 2012-01, an increase of up to five units over the maximum density allowed by the base zoning standards for the subject project.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 6th day of August, 2012, by the following vote:

AYES:	Council Members	Lowe, Marquez, Sablan
NOES:	Council Members	DeFrancesco, Lake
ABSTAIN:	Council Members	
ABSENT:	Council Members	

APPROVED:



Rod Lake
Mayor

ATTEST:



Rita Lozano
Deputy City Clerk

2. PURCHASE PRICE AND FINANCIAL ASSISTANCE

PURCHASE PRICE OFFER AND FINANCING PLAN

Offer and Appraisal

The subject site was appraised on February 14, 2014 by James G. Palmer Appraisal, Inc. The value of the property at the time of appraisal was \$360,000 (please see attached appraisal).

The Fresno Housing Authority is prepared to offer \$360,000 for the parcels subject to the following: the award of low income housing tax credits to complete the financial package and board approval by the Fresno Housing Authority.

Purchase and Sale Agreement

The attached draft purchase and sale agreement outlines the proposed terms and conditions of the transaction. The draft was provided to the City of Firebaugh on February 19, 2014. We would like to continue discussions and finalize this agreement before our Tax Credit application deadline of March 1, 2015. This Purchase and Sale Agreement would have a closing date of on or before December 31, 2016 to facilitate two additional tax credit applications should the March, 2015 application prove to be not feasible and/or the application is unsuccessful.

The conditions of the agreement include the following:

- Subject to Fresno Housing Authority board approval(s).
- An award of Low Income Housing Tax Credits.
- Satisfactory due diligence as determined by the Buyer.

Financing Plan

This project is expected to cost \$6.3 million to develop and would be financed utilizing low income housing tax credits (LIHTC) and additional sources from the Fresno Housing Authority or competitive grants initiated by the Housing Authority. The LIHTC program is a competitive program that facilitates a public/private investment and the introduction of an outside financial investor and lenders into the financing plan. Fresno Housing has relationships with many tax credit investors and strong partnerships with investors and lenders such as PNC Bank, Union Bank of California and Rabobank, among others. The projected sources and uses associated with this project are listed below. This is a draft and subject to change.

Pro Forma Sources and Uses		
Sources of Funds	Amount	Per Unit
Low Income Housing Tax Credit		
Equity	\$4,682,372	\$156,079
FH Financing	\$1,550,000	\$51,667
Accrued/Deferred Interest	\$69,466	\$2,316
Total Sources of Funds	\$6,301,838	\$210,061
Uses of Funds	Amount	Per Unit
Acquisition Costs	\$360,000	\$12,000
Construction Costs	\$3,538,386	\$117,946
Hard Cost Contingency	\$175,669	\$5,856
Relocation Costs	\$48,410	\$1,614
Professional Fees	\$357,000	\$11,900
Loan Fees and other Soft Costs	\$1,057,257	\$35,242
Reserves	\$55,009	\$1,834
Developer Fee	\$710,107	\$23,670
Total Uses of Funds	\$6,301,838	\$210,061

Please note that these sources and uses of funds are not yet final. The sources and uses of funds may change.

Developer Financial Capacity, Readiness and Experience

The Fresno Housing Authority has extensive experience in the development of multi-family and senior affordable housing. Over the last few years, the Fresno Housing Authority has obtained tax credits, the financing and developed fifteen tax credit projects throughout Fresno County. The Fresno Housing Authority obtained development entitlements, completed environmental reviews, prepared architectural plans and secured a \$300,000 Affordable Housing Program grant from the Federal Home Loan Bank of San Francisco for the Firebaugh Gateway project. Specifically, Fresno Housing has recently completed several developments including a senior project in West Fresno known as Bridges at Florence and one underway in the City of Kingsburg.

Bridges at Florence
Fresno, Ca
Total Development Costs - \$7,031,644



Fresno Housing also just broke ground on a senior project in the City of Kingsburg. Marion Villas Apartments is a 46 unit affordable housing senior development located east of the 99 freeway at the intersection of Marion Street and Ellis Street near the downtown corridor.

Marion Villas
Kingsburg, Ca
Total Development Costs - \$9,583,452



PROPERTY APPRAISAL REPORT

APPRAISAL REPORT



LOCATED AT

1238 & 1264 P St
Firebaugh, CA 93622

Lots 1-10 inclusive of Block 35 of Firebaugh, Mic. Book 1, Page 13, City of Firebaugh, County of Fresno, State of Cali

FOR

Fresno Housing Authority
1331 Fulton Mall
Fresno, Ca 93727

AS OF

February 14, 2014

BY

Gregg J. Palmer, MAI
James G. Palmer Appraisals Inc
1285 W. Shaw 108
Fresno, Ca 93711
559.225.5020

James. G. Palmer Appraisals Inc.
1285 W. Shaw 108
Fresno, Ca 93711
559.226.5020

02/19/2014

Ms. Victoria Vigil
Fresno Housing Authority
1331 Fulton Mall
Fresno, Ca 93727

Re: Property: 1238 & 1264 P St
Firebaugh, CA 93622
Borrower: Fresno Housing Authority
File No.: 8320

Opinion of Value: \$ 380,000
Effective Date: February 14, 2014

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Gregg J. Palmer, MAI
James G. Palmer Appraisals Inc.
License or Certification #: AG002860
State: California Expires: 04/24/2014

Client	Fresno Housing Authority	File No	8320
Property Address	1264 P St		
City	Firebaugh	County	Fresno
Owner	City of Firebaugh	State	CA
		Zip Code	93622

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).


Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 12 Months or less

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

APPRAISER:

Signature: 

Name: Gregg J. Palmer, MAI

State Certification #: _____

or State License #: AG002680

State: Calif. Expiration Date of Certification or License: 04/24/2014

Date of Signature and Report: 02/19/2014

Effective Date of Appraisal: 02/14/2014

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): February 14 2014

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____


State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____

FIRREA / USPAP ADDENDUM

Client: Fresno Housing Authority	File No. 8320
Property Address: 1264 P St	
City: Firebaugh	County: Fresno State: CA Zip Code: 93622
Owner: City of Firebaugh	
Purpose	
The purpose of the appraisal is to provide an opinion of the market value of the fee simple estate of the land as of the current date.	
Scope of Work	
The assignment is to provide an opinion of the market value of the property. In the valuation process, a personal inspection was made. The property consists of a 37,500 SF parcel of land located in the Firebaugh area. It is noted that the property is improved with a 21 unit apartment complex. The property is vacant at the present time. There has been no income history in several years. In the analysis and preparation of the report, information from various public sources were used. These include but are not limited to the assessor's office, the City and County of Fresno website(s), NDCData, Loopnet and Costar or Comps Inc. While the data obtained from these sources is generally reliable and assumed correct, its accuracy and data can not be guaranteed. Please note that these sources are used in this valuation for comparable sales information as well as general information such as lot size, zoning and other physical characteristics. The sales comparison approach will be used in the analysis. No other valuation methods will be used.	
Intended Use / Intended User	
Intended Use: The intended use of the appraisal is to assist the client in analyzing the property associated with an application for grant, bond or tax credit financing.	
Intended User(s): The Housing Authority of the City and County of Fresno and or its assignees.	
History of Property	
Current listing information: The property is not presently listed for sale.	
Prior sale: Please refer to the addenda section for a complete sales history of the property.	
Exposure Time / Marketing Time	
The exposure time is less than 12 months. The marketing time is 1 to 12 months.	
Personal (non-realty) Transfers	
There are no items of personal property included in the valuation.	
Additional Comments	
Certification Supplement	
1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan. 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimated, the attainment of a stipulated result or the occurrence of a subsequent event.	
Appraiser:  Signed Date: 02/19/2014 Certification or License #: AG002830 Certification or License State: California Expires: 04/24/2014 Effective Date of Appraisal: 02/14/2014	Supervisory Appraiser: Signed Date: Certification or License #: Certification or License State: Inspection of Subject: <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior Only <input type="checkbox"/> Interior and Exterior

APPRAISAL REPORT-RESIDENTIAL INCOME PROPERTY

This form may be used for appraisal of income producing properties provided the loan requested does not exceed \$750,000.

TO BE COMPLETED BY LENDER	Borrower/Client: <u>Fresno Housing Authority</u>				File No.: <u>8320</u>
	Property Address: <u>1284 P St</u>				Map Reference: <u>23420</u>
	City: <u>Firebaugh</u>	County: <u>Fresno</u>	State: <u>CA</u>	Zip Code: <u>93622</u>	Census Tract: <u>0084.01</u>
	Legal Description: <u>Lots 1-10 Inclusive of Block 95 or Firebaugh, Mic. Book 1, Page 13, City of Firebaugh, County of Fresno, State of California</u>				
Current Sale Price (if applicable): \$ _____ Date of Sale: _____ Loan Requested \$ _____					
Terms of Sale: _____					
Property Rights Appraised: <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold (attach completed Lease Analysis FHLMC Form 461)					
Lender: <u>Fresno Housing Authority</u> Lender's Address: <u>1331 Fulton Mall, Fresno, Ca 93727</u>					
Instructions to Appraiser: The purpose of this appraisal is to estimate the current Market Value of the Subject Property. The Definition of Market Value is as set forth in Certification And Statement Of Limiting Conditions (FHLMC 439)					
Note: FHLMC/FHMA do not consider the racial composition of the neighborhood to be a relevant factor and it must not be considered in the appraisal					
Other Information: _____					
Appraisal requested from: <u>Fresno Housing Authority</u> Date: <u>February 13</u> 20 <u>14</u> By: <u>Victoria Vigil</u>					
Items 1, 2, 4, 5, & 6 are required. Attach additional items and check box if items are considered appropriate for this appraisal or are requested by Lender					
<div style="display: flex; justify-content: space-between;"> <div> 1 <input checked="" type="checkbox"/> Descriptive photographs of subject property 2 <input checked="" type="checkbox"/> Descriptive photographs of street scene 3 <input type="checkbox"/> Photographs of _____ 4 <input checked="" type="checkbox"/> Sketch or floor plan of typical units 5 <input type="checkbox"/> Owner's current certified rent roll if existing, or pro forma if proposed or incomplete 6 <input type="checkbox"/> Owner's income and expense statement _____ or pro forma income and expense statement </div> <div> 7 <input type="checkbox"/> Map(s) 8 <input type="checkbox"/> Plot plan or survey 9 <input type="checkbox"/> Qualifications of Appraiser 10 <input type="checkbox"/> Lease Analysis FHLMC 461 (required if leasehold interest appraised) 11 <input type="checkbox"/> Summary of reciprocal agreements with other owners for use of parking, driveways, recreational facilities, private streets, (required if applicable) 12 _____ 13 _____ </div> </div>					
NEIGHBORHOOD	Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built-up: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Present land use: _____ % Condominiums _____ % 1-Family _____ % Apartments Change in present land use: _____ 10 % Commercial _____ % (If) from _____ (If) Likely (If) To _____ Taking Place (If) _____ Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining Housing demand/supply: <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Shortage <input type="checkbox"/> Oversupply Predominant occupancy: _____ Tenant _____ % Vacant Condominiums: Price range \$ _____ to \$ _____ Predominant \$ _____ Age _____ yrs. to _____ yrs. Predominant _____ yrs. Single Family: Price range \$80,000 to \$150,000 Predominant \$100,000 Age _____ yrs. to _____ yrs. Predominant _____ yrs. Typical apartment: Type: Walkup _____ No. Stories: 2 _____ No. Units: 40 _____ Age: 20 _____ Condition: Fair/Average _____ Rent Levels: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining Estimated neighborhood apartment vacancy rate: _____ % <input type="checkbox"/> Decreasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Increasing Describe any incompatible land uses and overall property appeal and maintenance level: <u>There are no incompatible land uses in the area. Properties vary in quality and condition from fair to average.</u> Describe any oversupply of units in area by type and rental: <u>There are no oversupply of units in the area.</u> Describe any shortage of units in area by type and rental: <u>There are no shortages of units in the area.</u> Describe potential for additional units in area considering land availability, zoning, utilities, etc.: <u>The market is of sufficient size to allow for additional units. There is available land and local municipalities are encouraging development.</u> Is population of relevant market area of sufficient size, diversity and financial ability to support subject property and its amenities? <u>No</u> If yes, specify: _____ Describe any probable changes in the economic base of neighborhood which would favorably or adversely affect apartment rents (e.g., employment centers, zoning): <u>There are no expected or probable changes in the economic base of the neighborhood.</u> General comments including either favorable or unfavorable elements not mentioned (e.g., public parks, tree, noise, parking congestion): <u>None</u>				
	Dimensions: <u>250' x 150'</u> Area: <u>37,500</u> Sq. Ft. or Acres Zoning (classification, uses and densities permitted): <u>R-31 Multifamily Residential</u> Present improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations. Highest and best use: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify): _____				
	<div style="display: flex; justify-content: space-between;"> <div> Electricity: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Comm. <input type="checkbox"/> Individual Gas: <input checked="" type="checkbox"/> _____ Water: <input checked="" type="checkbox"/> _____ Sewer: <input checked="" type="checkbox"/> _____ Sewer: <input type="checkbox"/> _____ Underground Electricity & Telephone: <input type="checkbox"/> _____ </div> <div> Street: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Surface: <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> _____ Storm Sewer: <input checked="" type="checkbox"/> _____ Curb & Gutter: <input checked="" type="checkbox"/> _____ Sidewalk: <input checked="" type="checkbox"/> _____ Streets, Lights: <input checked="" type="checkbox"/> _____ </div> <div> Ingress and Egress (Adequacy): <u>Good (Corner Orientation)</u> Topography: <u>Level & Above Street</u> View Acreage: <u>Residential</u> Drainage and Flood Conditions: <u>None</u> Is the property located in a HUD identified Special Flood Hazard Area? <u>No</u> </div> </div>				
	COMMENTS (including any easements or encroachments or any nonconforming use(s) of present improvements): <u>The property has a corner orientation and is typical for the area. It is similar to other parcels in the neighborhood.</u>				

Page 2

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1234 P St Firebaugh, CA 93622	1230 6th Street Mendota, California	5148 E Hedges Fresno, California	150 N. Calaveras Fresno, California
Proximity to subject		8.07 miles SE	41.19 miles E	37.49 miles E
Map code	23420			
Lot size	37500	15000	81457	19000
Brief description of building	No. Units: 21 No. Vac: 21 Year Built: 1960	No. Units: 10 No. Vac: 0 Year Built: 1985	No. Units: 56 No. Vac: 56 Year Built: 1972	No. Units: 15 No. Vac: 0 Year Built: 1956
Improvements	Old dilapidated project Unoccupied.	Newer 10 unit project in Mendota	Older project in Fresno	Older smaller project in Fresno.
Quality	Fair	Average	Average	Average
Condition	Poor	Average	Average	Fair
Recreational facilities	None	None	None	None
Parking	Open/ Carport	Open	Open	Open
Tenant appeal	N/A	Average	Average	Average
Zoning	RM-3	R-3	R-3	RM-2
Orientation	Corner	Interior	Corner	Multiple
Topography	Level	Level	Level	Level
Unit breakdown	No. of Units	No. of Units	No. of Units	No. of Units
	UNIT ROOM COUNT	UNIT ROOM COUNT	UNIT ROOM COUNT	UNIT ROOM COUNT
	Total BR Bath	Total BR Bath	Total BR Bath	Total BR Bath
	12 4 2 1	10 4 2 1	36 3 1 1	15 3 1 1
	9 3 1 1		20 4 2 1	
Unit paid by owner	W/S/T	W/S/T	W/S/T	W/S/T
Data source	Inspection	Public Records	Public Records	Public Records
Price	\$ <input checked="" type="checkbox"/> Inf <input type="checkbox"/> F	\$ 380,000 <input checked="" type="checkbox"/> Unit <input type="checkbox"/> F	\$ 1,925,000 <input checked="" type="checkbox"/> Unit <input type="checkbox"/> F	\$ 460,000 <input checked="" type="checkbox"/> Unit <input type="checkbox"/> F
Sale listing offer		Sale	Sale	Sale
Date of sale	July 2012	11/2013	11/7/2012	1/31/2013
Terms		\$180,000 cash down to a new 1st DOT. Balance financed by seller at market terms	Cash Sale	The property was acquired with \$350,000 cash down and the balance financed by the seller.
(Including conditions of sale and financing terms)				
Complete as many of the following items as possible using data effective at time of sale				
Gross Annual Income	\$	\$	\$	\$
Gross Ann. Inc. Mult. (1)				
Net Annual Income	\$	\$	\$	\$
Expense Percentage (2)	%	%	%	%
Overall Cap. Rate (3)	%	%	%	%
Price per unit	\$	\$ 38,000	\$ 34,375	\$ 30,667
Price per room	\$	\$ 9,500	\$ 10,239	\$ 10,222
Price gross bldg. area	\$	\$ 50.75/sq. ft. bldg. area	\$ 48.12/sq. ft. bldg. area	\$ 68.42/sq. ft. bldg. area
(1) Sale Price / Gross Annual Income (2) Total Annual Expenses / Total Gross Annual Income (3) Net Annual Income / Price				
RECONCILIATION The subject consists of an older vacant multifamily project in Firebaugh. All three of the sales are considered superior to the subject. There were no sales found in the Firebaugh area. One of the sales (Sale 2) was vacant like the subject but was superior in quality, condition and age. The sales show a fairly tight range of unit values. All of the sales were adjusted downward by 60%. Unit values selected include a unit price of \$18,000, price per square foot of \$26 and price per room of \$8,000. Hence, the following (21 Units @ \$18,000/Unit = \$378,000; (12,925 SF @ \$25/SF = \$323,125) (75 Rooms @ \$5,000/Room = \$375,000)				
INDICATED VALUE BY MARKET APPROACH 350,000				
INCOME				
Total Monthly Apartment Forecasted Rents	\$			
Other Monthly Income (Itemize)	\$			
Total Gross Monthly Forecasted Income	\$			
Total Gross Annual Forecasted Income	\$			
Less Forecasted Vacancy and Collection Loss () %	\$ (
Effective Gross Annual Income	\$			
Less Forecasted Expenses & Replacement Reserves	\$ (
Net Annual Income from Total Property	\$			
Less Return on and Recapture of Depreciated Value of	\$ (
Furnishings () %	\$ (
Net Annual Income from Real Property	\$			
Capitalized as follows:				
EXPENSES				
Real Estate Taxes*	\$			
Other taxes or licenses				
Insurance				
Unsubstantiated ground rent				
Fuel				
Gas				
Electricity				
Water and sewer				
Trash removal				
Pest control				
Maintenance and repairs				
Interior and exterior decorating				
Cleaning expenses and supplies				
Management (Off-site)				
Res. Mgr. salary & apartment				
Janitor(s) salary & apartment				
Miscellaneous				
REPLACEMENT RESERVES				
Carpeting and drapes				
Hanges and refrigerators				
Dishwashers and disposals				
Individual heating & AC units				
TOTAL EXPENSES & REPL. RES.	\$			
INDICATED VALUE BY INCOME APPROACH \$				
*Real Est. Taxes <input type="checkbox"/> Actual <input type="checkbox"/> Est. Tax Rate Per \$100 \$				
Total Assessed Value \$				
Comments				

GENERAL COMMENTS (including comments on any items rated poor or fair) The project has not been occupied for several years and is in old and dilapidated condition. The only two applicable approaches to value include the sales comparison and cost approaches. Equal consideration is given to both methods in the valuation process.

CONDITIONS AND REQUIREMENTS OF APPRAISAL (include required repairs, replacements, painting, termite inspections, etc.) The appraisal is made on an as-is basis.

RECONCILIATION AND VALUE CONCLUSION

Indicated Value by the Cost Approach \$ 371,000

Indicated Value by the Market Approach \$ 350,000

Indicated Value by the Income Approach \$

FINAL RECONCILIATION Equal consideration is given to both methods of valuation in the appraisal.

I certify, that to the best of my knowledge and belief, the statements made in this report are true and I have not knowingly withheld any significant information; that I have personally inspected subject property, both inside and outside, and have made an exterior inspection of all comparable sales listed herein; that I have no interest, present or contemplated, in subject property or the participants in the sale; that neither the employment nor compensation to make said appraisal is contingent upon any value estimate; and, that all contingent and limiting conditions are stated herein. ☒ Certification and Statement of Limiting Conditions

(FHLBC Form 439 Rev. 6/93) applies ☐ on file with Client ☐ Attached.

As a result of my investigation and analysis, my estimate of Market Value of the subject property as of February 14, 2014 is

\$ 350,000

Date July 25, 2012

Appraiser

If applicable, complete the following

Gregg J. Palmer, MAI

Date

Appraiser

Date

☐ Supervising or ☐ Review Appraiser

☐ Did

☐ Did Not Physically Inspect Property

FOR LENDER'S USE ONLY (completion optional)

Loan Recommended \$ @ % Term yrs Principal & Interest \$ /mo. \$ /annually

Subject to:

Borrower's Cost or Purchase Price \$ Appraised Value \$ Loan to Appraised Value %
 Loan: Per Unit \$ Per Room \$ Per Sq. Ft. of Building Area \$
 Gross Annual Forecasted Income \$ Gross Annual Income Multiplier Overall Capitalization Rate %
 Forecasted Annual Expenses and Replacement Reserves \$ % of Gross Annual Forecasted Income
 Break-even Point (this loan): (Annual Exp. & RR \$ + Annual P & I pymts. \$) / (Gross Annual Income \$) = %
 (All financing): (Annual Exp. & RR \$ + Annual P & I pymts. for all financing \$) / (Gross Annual Inc. \$) = %
 Borrower's Return on Appraised Equity (Net Annual Inc. \$ (-) Annual P & I pymts \$) = \$ (1)
 (Appraised Value \$ (-) Loan Amt. \$) = \$ (2)
 \$ (1) / \$ (2) = %

Comments or Committee Action

MULTI-PURPOSE SUPPLEMENTAL ADDENDUM FOR FEDERALLY RELATED TRANSACTIONS

8320

Client:	Fresno Housing Authority		
Property Address:	1264 P St		
City:	Firebaugh	County:	Fresno State: CA Zip Code: 93622
Owner:	City of Firebaugh		

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), the Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those sections and statements which have been marked by the appraiser apply to the property being appraised.

☒ **PURPOSE, INTENDED USE & INTENDED USER(S) OF APPRAISAL**

- The purpose of the appraisal is to estimate the market value as defined herein, or ☐ _____
- Intended use of the appraisal report: application for grant, bond or tax credit financing
- Intended user(s) of the appraisal report (by name or type): The Housing Authority of the City and County of Fresno and or its assignees.
- ☐ This is a federally related transaction.

☒ **EXTENT OF APPRAISAL PROCESS**

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.
- ☐ The Reproduction/Replacement Cost is based on _____, supplemented by the appraiser's knowledge of the local market.
- ☐ Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- ☐ The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be applicable. For this reason, the Income Approach was not used.
- ☐ The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market ratios for residential properties.
- ☐ For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.
- ☐

☒ **FEMA FLOOD HAZARD DATA** ☐ Flood map is attached

- Subject property is not located in a FEMA Special Flood Hazard Area.
- ☐ Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
X500	06019C143CH	02/18/2009	Firebaugh

- ☐ The community does not participate in the National Flood Insurance Program.
- ☐ The community does participate in the National Flood Insurance Program.
- ☐ It is covered by a regular program.
- ☐ It is covered by an emergency program.

Analysis/Comments: _____

☒ **CURRENT SALES CONTRACT**

- The subject property is currently not under contract.
- ☐ The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.
- ☐ The contract and/or escrow instructions were reviewed. The following summarizes the contract.

Contract Date	Amendment Date	Contract Price	Seller	Owner of Record
				City of Firebaugh

- ☐ The contract indicated that personal property was not included in the sale.
- ☐ The contract indicated that personal property was included. It consisted of _____ Estimated contributory value is \$ _____

- Personal property was not included in the final value estimate.
- ☐ Personal property was included in the final value estimate.
- ☐ The contract indicated no financing concessions or other incentives.
- ☐ The contract indicated the following concessions or incentives: _____

- ☐ If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

Analysis/Comments: _____

MARKET OVERVIEW Include an explanation of current market conditions and trends.

- **12 Months** is considered a reasonable exposure time for the subject property at a value range of \$ **325,000** to \$ **375,000**
- Analysis/Comments:

_____ is estimated to be the marketing time for the subject property.

Analysis/Comments:

- **Marketing Factors** That the property be marketed by a firm having strong local recognition having the ability to market the property via all of the current available marketing methods on a local, state and national basis

☒ **SUBJECT PROPERTY OFFERING INFORMATION**

According to Public Records the subject property:

- has not been offered or sold in the past: ☐ 30 days ☒ 1 year ☐ 3 years.

☐ is currently offered for sale for \$ _____.

☒ was offered for sale within the past ☐ 30 days ☐ 1 year ☐ 3 years for \$ _____.

☐ Offering information was considered in the final allocation of value.

☐ Offering information was not considered in the final reconciliation of value.

Offering information was not available. The reasons for unavailability, and the steps taken by the appraiser are explained later in this addendum.

Analysis/Comments:

☒ **SALE/TRANSFER HISTORY & ANALYSIS OF SUBJECT PROPERTY**

According to the following data source(s): Public Records (Is a subject property;)

- ☒ has not transferred
 ☐ in the past one year
 ☒ in the past three years
 ☐ in the past five years

☒ Has transferred ☐ In the past one year ☐ In the past three years ☐ In the past five years

☒ All prior sales or transfers occurring in the past 3 years prior to the Effective Date of Appraisal are listed below

[illegible]

Subject Sale/Transfer History Analysis/Comments:									
--	--	--	--	--	--	--	--	--	--


SALE/TRANSFER HISTORY & ANALYSIS OF COMPARABLE SALES

According to the following data source(s):

a. prior sales or transfers occurring in the past 1 year prior to the most recent date of sale or transfer are listed below:

PRIOR SALE/TRANSFER #	COMPARABLE #	COMPARABLE #	COMPARABLE #
Date of Sale or Transfer			
Price of Sale or Transfer			
Seller			
Buyer			
Data Source(s)			
Effective Date of Data Source(s)			
PRIOR SALE/TRANSFER #	COMPARABLE #	COMPARABLE #	COMPARABLE #
Date of Sale or Transfer			
Price of Sale or Transfer			
Seller			
Buyer			
Data Source(s)			
Effective Date of Data Source(s)			

Comparable Sale/Transfer History Analysis/Comments	
--	--

<input checked="" type="checkbox"/> ADDITIONAL CERTIFICATIONS	
<p>The Appraiser certifies and agrees that:</p> <p>(1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP").</p> <p>(2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.</p> <p>(3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.</p>	
<input checked="" type="checkbox"/> ENVIRONMENTAL LIMITING CONDITIONS	
<p>The appraiser's opinion of value is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.</p>	
<input checked="" type="checkbox"/> HIGHEST & BEST USE ANALYSIS	
<p>Analysis/Comments: The highest and best use of the property is to remove the existing building and develop the property consistent with other properties in the area.</p> <p><input type="radio"/> As Vacant</p> <p><input type="radio"/> As Improved</p>	
<input checked="" type="checkbox"/> EFFECTIVE DATE OF APPRAISAL (if not current, see comments)	
<p>This appraisal report reflects the following value: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective</p> <p>Effective Date of the Appraisal: February 14, 2014</p> <p>Comments on the Effective Date:</p>	
<input type="checkbox"/> ADDITIONAL COMMENTS	
<input type="checkbox"/> APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION	
<div style="text-align: center;">  </div> <p>Appraiser's Signature: _____ Inspection Date: February 14, 2014 Signed Date: 02/19/2014</p> <p>Appraiser's Name: Gregg J. Palmer, MA Phone #: 558 228 5020</p> <p>State: Calif <input checked="" type="checkbox"/> License or <input type="checkbox"/> Certification # AG002880 Exp: 04/24/2014 Tax ID # _____</p> <p><input type="checkbox"/> Appraiser is certified under the following CE program(s): _____</p>	
<input type="checkbox"/> CO-SIGNING APPRAISER'S CERTIFICATION	
<p><input type="radio"/> The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.</p> <p><input type="radio"/> The co-signing appraiser has not personally inspected the interior of the subject property and:</p> <p><input type="radio"/> has not inspected the exterior of the subject property and all comparable sales listed in the report.</p> <p><input type="radio"/> has inspected the exterior of the subject property and all comparable sales listed in the report.</p> <p><input type="radio"/> The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.</p> <p><input type="radio"/> The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.</p>	
<input type="checkbox"/> CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION	
<p>Co-Signing Appraiser's Signature: _____ Inspection Date: _____ Signed Date: _____</p> <p>Co-Signing Appraiser's Name: _____ Phone #: _____</p> <p>State: _____ <input type="checkbox"/> License or <input type="checkbox"/> Certification # _____ Exp: _____ Tax ID # _____</p> <p><input type="checkbox"/> Co-Signing Appraiser is certified under the following CE program(s): _____</p>	

Subject Photo Page

Client	Fresno Housing Authority				
Property Address	1264 P St				
City	Firebaugh	County	Fresno	State	CA Zip Code 93622
Owner	City of Firebaugh				

Subject Front



1264 P St
Sales Price
Gross Building Area 12,925
Age 1960
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Subject Property

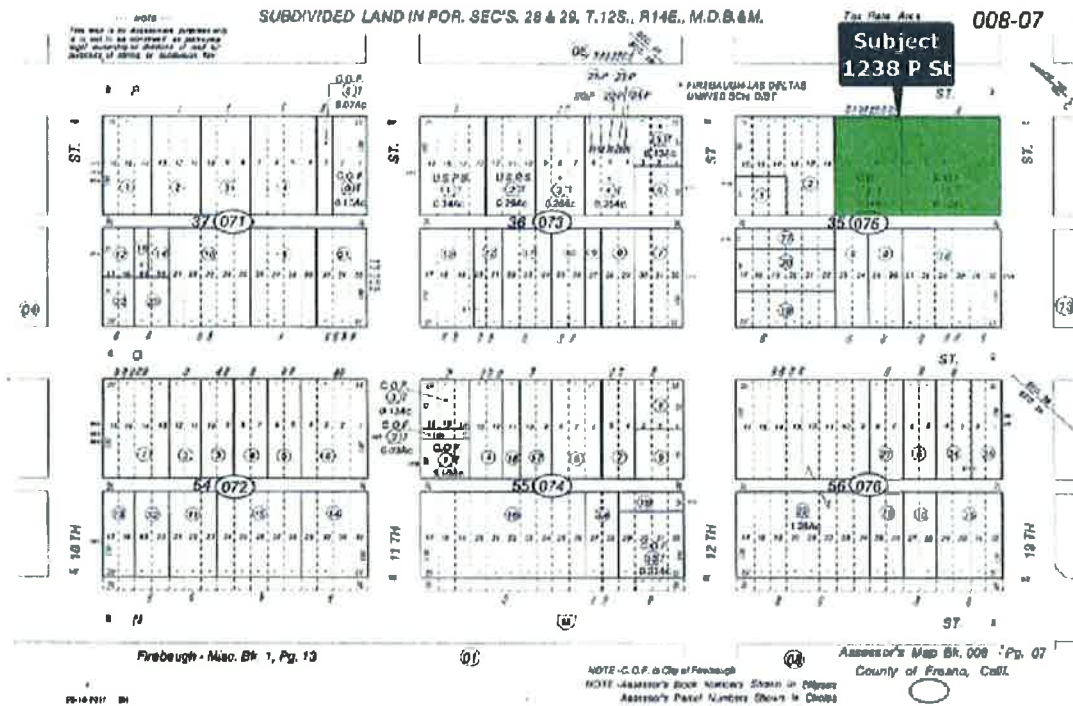


Street View



Plat Map

Client	Fresno Housing Authority						
Property Address	1264 P St						
City	Firebaugh	County	Fresno	State	CA	Zip Code	93622
Owner	City of Firebaugh						



Comparable Photo Page

Client	Fresno Housing Authority				
Property Address	1264 P St				
City	Firebaugh	County	Fresno	State	CA Zip Code 93622
Owner	City of Firebaugh				



Comparable 1

1290 8th Street
 Sales Price 380,000
 G.S.A. 7,488
 Age/Yr. Bld. 1985



Comparable 2

5148 E. Hedges
 Sales Price 1,925,000
 G.S.A. 40,308
 Age/Yr. Bld. 1972

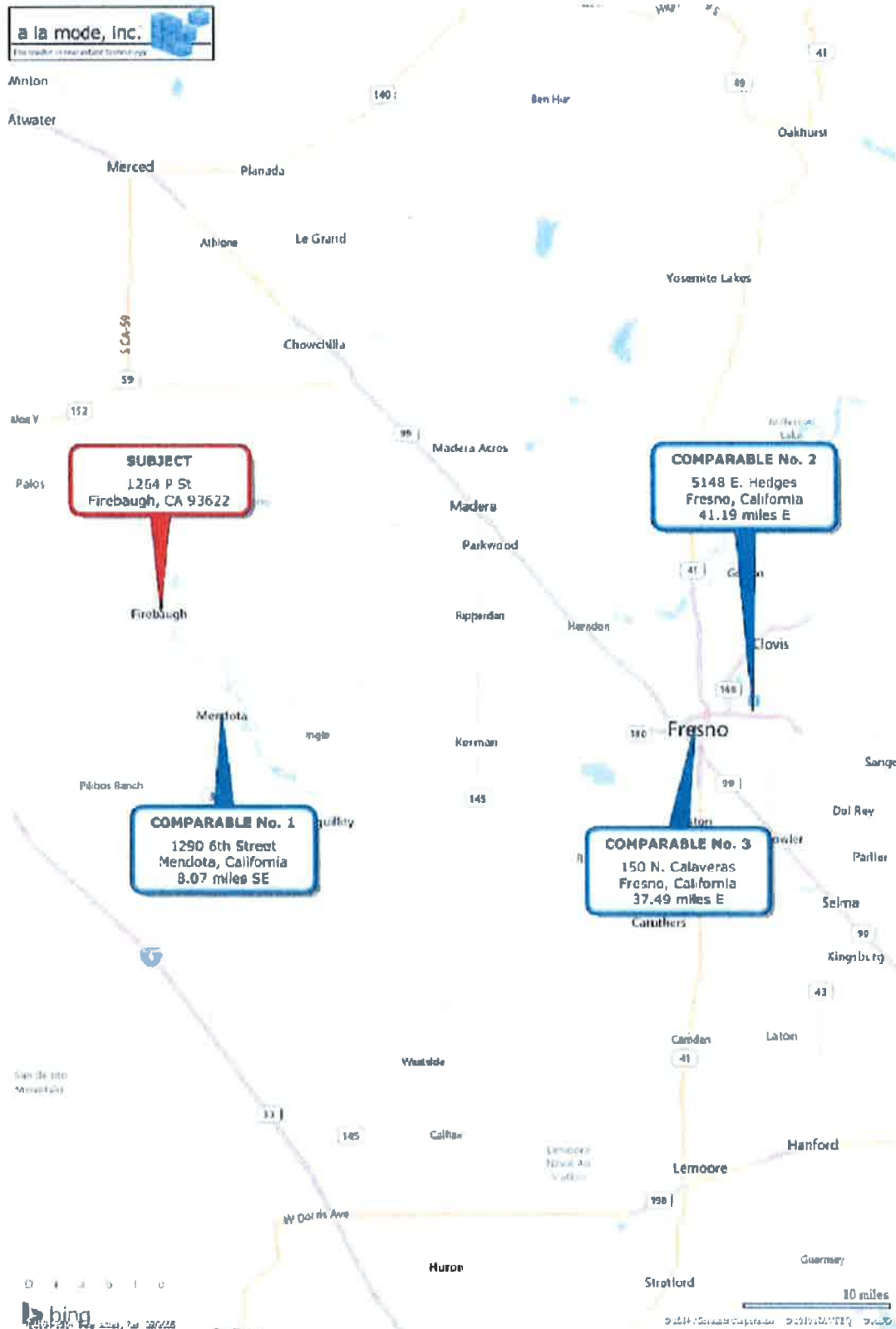


Comparable 3

150 N. Calaveras
 Sales Price 460,000
 G.S.A. 6,723
 Age/Yr. Bld. 1936

Comparable Market Data

Client	Fresno Housing Authority			
Property Address	1284 P St			
City	Firebaugh	County	Fresno	State CA Zip Code 93622
Owner	City of Firebaugh			



ENVIRONMENTAL ADDENDUM **APPARENT HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS**

File # 8320

Client	Fresno Housing Authority		
Property Address	1254 P St		
City	Firebaugh	County	Fresno State CA Zip Code 93622
Owner	City of Firebaugh		

*Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.

This Environmental Addendum is for use with any real estate appraisal. Only the statements which have been marked by the appraiser apply to the Subject property.

This addendum reports the results of the appraiser's routine viewing of and inquiries about the subject property and its surrounding area. It also states what assumptions were made about any observed evidence of any hazardous substances and/or detrimental environmental conditions. The appraiser is not an expert environmental inspector and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety or value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

DRINKING WATER

- ☒ Drinking water is supplied to the subject from a municipal water supply which is considered safe. However, the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.
- ☐ Drinking water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate drinking water.
- ☒ Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.
- ☒ The opinion of value is based on the assumption that there is an adequate supply of safe, lead-free drinking water.

Comments:

SEWER SYSTEM

- ☒ Sewage is removed from the property by a municipal sewer system.
- ☐ Sewage is disposed of by a septic system or other sanitary on-site waste disposal system. The only way to determine if the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.
- ☒ The opinion of value is based on the assumption that the sewage is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.

Comments:

SOIL CONTAMINANTS

- ☒ There are no apparent signs of soil contaminants on or near the subject property (except as stated in Comments, below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.
- ☒ The opinion of value is based on the assumption that the subject property is free of soil contaminants.

Comments:

ASBESTOS

- ☒ All or part of the improvements were constructed before 1979 when asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable asbestos is to have it inspected and tested by a qualified asbestos inspector.
- ☐ The improvements were constructed after 1979. No apparent friable asbestos was observed (except as stated in Comments, below).
- ☒ The opinion of value is based on the assumption that there is no uncontained friable asbestos or other hazardous asbestos material on the property.

Comments:

PCBs (POLYCHLORINATED BIPHENYLS)

- ☒ There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as stated in Comments, below).
- ☐ There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).
- ☒ The opinion of value is based on the assumption that there are no uncontained PCBs on or nearby the property.

Comments:

RADON

- ☒ The appraiser is not aware of any radon tests made on the subject property within the past 12 months (except as stated in Comments, below).
- ☒ The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of radon or radium.
- ☒ The appraiser is not aware of any nearby properties (except as stated in Comments, below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.
- ☒ The opinion of value is based on the assumption that the Radon level is at or below EPA recommended levels.

Comments:

USTs (UNDERGROUND STORAGE TANKS)

- ☒ There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.
- ☒ There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
- ☐ There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with the condition and proper registration if they are active, and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
- ☒ The opinion of value is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.

Comments: _____

NEARBY HAZARDOUS WASTE SITES

- ☒ There are no apparent hazardous waste sites on the subject property or nearby the subject property (except as stated in Comments, below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more hazardous waste sites on or in the area of the subject property.
- ☒ The opinion of value is based on the assumption that there are no hazardous waste sites on or nearby the subject property that negatively affect the value or safety of the property.

Comments: _____

UREA FORMALDEHYDE INSULATION (UFFI)

- ☒ All or part of the improvements were constructed before 1992 when urea foam insulation was a common building material. The only way to be certain that the property is free of urea formaldehyde is to have it inspected by a qualified urea formaldehyde inspector.
- ☐ The improvements were constructed after 1992. No apparent urea formaldehyde materials were observed (except as stated in Comments, below).
- ☒ The opinion of value is based on the assumption that there is no significant UFFI insulation or other urea formaldehyde material on the property.

Comments: _____

LEAD BASED PAINT

- ☒ All or part of the improvements were constructed before 1978 when lead based paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as stated in Comments, below). The only way to be certain that the property is free of surface or subsurface lead based paint is to have it inspected by a qualified inspector.
- ☐ The improvements were constructed after 1978. No apparent Lead Paint was observed (except as stated in Comments, below).
- ☒ The opinion of value is based on the assumption that there is no flaking or peeling Lead Paint on the property.

Comments: _____

AIR POLLUTION

- ☒ There are no apparent signs of air pollution at the time of the appraiser's viewing of the subject property, nor were any reported (except as reported in Comments, below). The only way to be certain that the air is free of pollutants is to have it tested.
- ☒ The opinion of value is based on the assumption that the property is free of air pollution.

Comments: _____

WETLANDS/FLOOD PLAINS

- ☒ The site does not contain any apparent wetlands/flood plains (except as stated in Comments, below). The only way to be certain that the site is free of wetlands/flood plains is to have it inspected by a qualified environmental professional.
- ☒ The opinion of value is based on the assumption that there are no Wetlands/Flood Plains on the property (except as stated in Comments, below).

Comments: _____

MISCELLANEOUS ENVIRONMENTAL HAZARDS

- ☐ There are no other apparent hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:

- ☐ Excess noise _____
- ☐ Radiation and/or electromagnetic radiation _____
- ☐ Light pollution _____
- ☐ Waste heap _____
- ☐ Acid mine drainage _____
- ☐ Agricultural pollution _____
- ☐ Geological hazards _____
- ☐ Nearby hazardous property _____
- ☐ Infectious medical wastes _____
- ☐ Pesticides _____
- ☐ Other (chemical storage drums, pipelines, etc.) _____

- ☒ The opinion of value is based on the assumption that, except as reported above, there are no other environmental hazards that would negatively affect the value of the subject property.

When any of the environmental assumptions made in this addendum are not correct, the opinion of value in this appraisal may be affected.

Assumptions & Limiting Conditions

File No.: 8320

Property Address: 1264 P St City: Firebaugh State: CA Zip Code: 93622
 Building Name (if applicable): Residential Lot
 Client: Fresno Housing Authority Address: 1331 Fulton Mall, Fresno, Ca 93727
 Appraiser: Gregg J. Palmer, MAI Address: 1285 W. Shaw 108, Fresno, Ca 93711

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS:

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership. The future operation of the property assumes skilled and adequate management but are not represented to be historically based.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties. All information furnished regarding rental rates, lease terms, or projections of income and expense is from sources deemed reliable. No warranty or representation is made as to the accuracy thereof.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'property inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.
- Values for various components of the subject parcel and improvements or the value derived by one or two approaches to value as contained within this report are valid only when making a summation or final opinion of value and are not to be used independently for any purpose and must be considered invalid if so used. A separate report on only a part of a whole property, particularly if the reported value exceeds the value that would be derived if the property were considered separately as a whole, must be stated as a fractional report.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

HYPOTHETICAL CONDITIONS and/or EXTRAORDINARY ASSUMPTIONS (if applicable):

Scope of Work & Definitions

File No: 8520

Property Address: 1284 P St	City: Firebaugh	State: CA	Zip Code: 93622
Building Name if applicable: Residential Lot			
Client: Fresno Housing Authority	Address: 1331 Fulton Mall, Fresno, Ca 93727		
Appraiser: Gregg J. Palmer, MAI	Address: 1285 W. Shaw 108, Fresno, Ca 93711		

SCOPE OF WORK:

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Scope of Work Comments:

DEFINITIONS:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well-informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994 and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Certifications


File No.: 8320

Property Address: 1264 P St	City: Firebaugh	State: CA	Zip Code: 93622
Building Name (if applicable): Residential Lot			
Client: Fresno Housing Authority	Address: 1331 Fulton Mall, Fresno, Ca 93727		
Appraiser: Gregg J. Palmer, MAI	Address: 1285 W. Shaw 108, Fresno, Ca 93711		

APPRAISER'S CERTIFICATION:

- I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
 - The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
 - I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
 - Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
 - I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
 - My engagement in this assignment was not contingent upon developing or reporting predetermined results.
 - My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 - My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
 - I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
 - Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
 - Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

ADDITIONAL CERTIFICATIONS:

Client Contact: Mr. Daniel Guerra	Client Name: Fresno Housing Authority
E-Mail:	Address: 1331 Fulton Mall, Fresno, Ca 93727
APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
	
Appraiser Name: Gregg J. Palmer, MAI	Supervisor or Co-Appraiser Name:
Company: James G. Palmer Appraisals Inc	Company:
Phone: 559.226.5020 Fax: 559.226.5063	Phone: Fax:
E-Mail:	E-Mail:
Date Report Signed: 02/19/2014	Date Report Signed:
License or Certification #: AQ002880 State: Califor	License or Certification #: State:
Designation:	Designation:
Expiration Date of License or Certification: 04/24/2014	Expiration Date of License or Certification:
Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None
Date of Inspection: February 14 2014	Date of Inspection:



DRAFT PURCHASE AND SALE AGREEMENT

FIREBAUGH GATEWAY PROJECT

PURCHASE AND SALE AGREEMENT

between

**THE CITY OF FIREBAUGH, SUCCESSOR HOUSING AGENCY,
as Seller**

and

**HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA,
as Buyer**

Dated: As of June __, 2014

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is effective as of the ____ day of June 2014 by and between THE CITY OF FIREBAUGH, SUCCESSOR HOUSING AGENCY, a municipal corporation ("**Seller**"), and HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA, a public body corporate and politic having an address at 1331 Fulton Mall, Fresno, California 93721 ("**Buyer**"), with reference to the following facts.

(a) Seller is the fee simple owner of land located at the Northwest corner of 13th and P Streets, in the City of Firebaugh, County of Fresno, California as more particularly described in Exhibit A attached hereto (the "**Land**").

(b) Pursuant to the Seller's Long-Range Property Management Plan dated September 10, 2013, (the "**PMP**"), the Seller is disposing of certain properties for which it is the owner of record, including the Land.

(c) An element of Buyer's mission is to provide affordable housing to the people of Fresno, including through the construction (either by Buyer or by limited partnership of which Buyer or an affiliate thereof is a partner) of a twenty (20) to thirty-four (34) unit project, together with a community building, to be commonly known as "The Firebaugh Gateway Project" (the "**Project**").

(d) Seller desires to sell the Property (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller on the terms and conditions set forth below, for Buyer's development of the Project pursuant to the Buyer's Business Plan (as defined below).

(e) Buyer's business plan ("**Buyer's Business Plan**") is to (i) develop the units, and (ii) own, finance and operate the Project as a low-income housing tax credit project pursuant to Section 42 of the United States Internal Revenue Code (the "**Code**"), either directly or through a limited partnership of which Buyer or an affiliate thereof is a partner.

In consideration of the foregoing and of the covenants and provisions contained in this Agreement, the parties agree as follows:

1. Agreement to Sell and Purchase Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the Property.

2. Property. The "**Property**" shall include the (i) the Land and all improvements located thereon, and (ii) all of the contracts, documents and materials associated with the Project, including but not limited to, the following: (1) all documents associated with the completion of the Project; (2) all land use approvals, conditional use permits, building permits and other governmental permits and approvals of any nature obtained in connection with the Project; (3) all architectural design, construction, engineering and consulting contracts and development agreements, and any and all amendments, modifications, supplements, addenda and general conditions thereto entered into by Seller and any Contractor; (4) all plans and specifications, architectural and engineering drawings, shop drawings, working drawings, prints, surveys,

reports, studies, amendments, modifications, changes, supplements, general conditions, and addenda and other documents; and (5) all licenses, permits and other approvals issued by any state, federal or local authority relating to the Project; and

3. Purchase Price Amount.

(a) The purchase price for the Property (exclusive of cash accounts constituting a part of the Property, if any) shall be three hundred sixty thousand and 00/100 Dollars (\$360,000) (the "**Purchase Price**"), which amount represents the appraised value of the Property in its condition on the Closing Date.

4. Closing; Closing Costs.

(a) The Closing shall take place through an escrow established with Placer Title Company (the "**Title Company**"). Closing shall occur on a date agreed to by Buyer and Seller on or before December 31, 2016 (the "**Closing Date**"). The parties shall execute escrow instructions reasonably approved by the parties and prepared by the Title Company.

(b) Buyer and Seller shall sign and complete all customary or reasonably required documents at or before the Closing Date.

(c) Fees for real estate closing services by the Title Company shall be paid at Closing by Buyer.

5. Title Commitment and Survey. Buyer shall order from the Title Company, at Buyer's expense, a commitment (or commitments) for an ALTA owner's policy of title insurance for the Property (collectively, the "**Title Commitment**"). The cost of title insurance and any additional premium to obtain coverage to insure over any unsatisfactory title exceptions shall be at the expense of Buyer. Buyer may also obtain, at Buyer's cost, an as-built survey (the "**Survey**") of the Property.

6. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer on and as of the date hereof and as of the Closing Date as follows:

(a) Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained, including but not limited to, any approvals required pursuant to the PMP. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon Seller in accordance with their respective terms. The transaction contemplated hereby will not result in a breach of or constitute a default under any agreement to which Seller or the Property is subject or by which Seller or the Property is bound.

(b) Seller owns fee simple title to the Property free and clear of all liens, encumbrances, options and restrictions of every kind, except for any Permitted Exceptions (as

defined below) and any exceptions shown on its current title insurance policies delivered to Buyer.

(c) Unless otherwise disclosed to Buyer, to Seller's knowledge, there are no claims, causes of action or other litigation or proceedings pending with respect to the ownership or operation of the Property, or any part thereof which could materially affect the Property, or the consummation of the transactions contemplated by this Agreement.

(d) Seller has not received any notice of any violations of any legal requirements with respect to the Property which have not been corrected, and to Seller's knowledge there is no condition existing with respect to the Property which violates any law, ordinance, rule, regulation or requirement, including, without limitation, those pertaining to zoning, building, health, safety or environmental matters, of the municipal, county, state or federal government.

(e) Neither Seller nor, to Seller's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(f) Seller has not received, and has no other knowledge or information of, any notice from any insurance company or board of fire underwriters requesting the performance of any work or alteration with respect to the Property, or requiring an increase in the insurance rates applicable to the Property.

(g) As of the Closing Date, none of the work associated with the Project has been placed in service for federal income tax purposes.

(h) Seller will not take or cause to be taken or suffer any action that would cause any of the foregoing representations or warranties to be untrue as of the Closing Date. Seller shall immediately notify Buyer in writing of any event or condition that will cause a change in the facts relating to, or the truth of, any of the above representations or warranties. The representations, warranties and covenants contained in this section are intended to survive the Closing Date.

7. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller on and as of the date hereof and as of the Closing Date as follows:

(a) Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind

Buyer thereto. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon Buyer in accordance with their respective terms.

(b) Buyer's execution and delivery of this Agreement will not result in a breach or violation or a default (or any event which with notice and passage of time, or both, would constitute a default) under any of Buyer's organizational documents or any contract, agreement, permit, license, order or decree to which Buyer is a party.

(c) Neither Buyer nor, to Buyer's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action.

8. Possession. Actual, sole and exclusive physical possession of the Property shall be given to Buyer on the Closing Date by delivery of Seller's Grant Deed, duly executed and acknowledged by Seller (the "**Deed**"), subject to the following, all of which shall be deemed "Permitted Title Exceptions":

(a) Except for any matters shown on the Title Commitment objected to by Buyer in writing prior to the Closing Date, all matters shown in the Title Commitment;

(b) Any title exceptions or encumbrances, arising by, through or under Buyer;

(c) Applicable zoning and governmental regulations and ordinances; and

(d) All matters created as a result of the transactions contemplated by this Agreement and all other instruments, documents and agreements to be executed in connection with Buyer's Business Plan.

9. Apportionments, Taxes, etc. Real estate taxes on the Property, personal property taxes, special district taxes, water and sewer rents, and other municipal charges shall be apportioned pro rata between Seller and Buyer on a per diem basis as of the Closing Date based on the most recent bill received or assessment due. Further, notwithstanding the foregoing, no prorations shall be made for any unpaid amounts due and payable prior to the Closing Date.

(a) Utility Meter Charges. Seller shall pay all outstanding charges accruing until the day prior to the Closing Date, for water, electric, gas and other utilities based upon the most recent bill received or assessment due, apportioned pro rata between Seller and Buyer on a per diem basis as of the Closing Date.

(b) Transfer and Documentary Stamp Taxes; Sales and Use Taxes. Any realty transfer taxes, documentary stamp taxes and similar taxes imposed upon the delivery and/or recording of the Deed or upon this transaction shall be paid by Seller. Any sales and use tax that may accrue because of this transaction shall be paid, when due, by Buyer.

10. Conditions of the Agreement.

(a) Conditions of Buyer. The obligations of Buyer under this Agreement are subject to the satisfaction at the time of Closing that Seller has performed all covenants, agreements and conditions required by this Agreement to be performed by Seller prior to or as of the Closing Date (any of which may be waived in whole or in part in writing by Buyer at or prior to Closing).

(b) Conditions of Seller. The obligations of Seller under this Agreement are subject to the satisfaction at the time of Closing that Buyer has performed all covenants, agreements and conditions required by this Agreement to be performed by Buyer prior to or as of the Closing Date (any of which may be waived in whole or in part in writing by Seller at or prior to Closing). The agreement is subject to Fresno Housing Authority board approval(s), an award of low income housing tax credits and subject to satisfactory due diligence as determined by the Buyer.

11. Buyer's Inspection. Buyer acknowledges and agrees that Buyer, or a representative on Buyer's behalf, has examined the Property, the Title Commitment, and all aspects of the operations and physical condition of the Property, to Buyer's satisfaction. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. SELLER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

12. Items to be Delivered at Closing by Seller. At Closing, Seller shall deliver to Buyer (or to Buyer's nominee) the following:

(a) The Deed, duly executed and acknowledged;

(b) Such resolutions and certificates as Buyer or the Title Company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered pursuant hereto; together with Seller's organizational documents, and all affidavits, indemnities and other agreements, documents or reports required by the Title Company to permit it to issue to Buyer the owner's policy of title insurance required pursuant to Section 5 hereof;

(c) A signed copy of the closing statement prepared by the Title Company;

(d) A certificate given pursuant to the Foreign Investment in Real Property Tax Act certifying that Seller is not a foreign entity or person, if required by Buyer at closing;

(e) Any other documents required to be delivered by Seller pursuant to any other provisions of this Agreement or as otherwise required by the Title Company or California law.

13. Items to be Delivered at Closing by Buyer. At Closing, Buyer shall deliver to Seller (or to Seller's nominee) the following:

(a) The Purchase Price (adjusted by any prorations contemplated herein);

(b) A signed copy of the closing statement prepared by the Title Company;

(c) Such resolutions and certificates as Seller or the Title Company shall require to evidence the due authorization of the execution and performance of this Agreement and the other documents to be delivered pursuant hereto, together with Buyer's organizational documents, and all affidavits, indemnities and other agreements, documents or reports required by the Title Company to permit it to issue to Buyer the owner's policy of title insurance pursuant to the Title Commitment; and

(d) Any other documents required to be delivered by Buyer pursuant to any other provisions of this Agreement, or as otherwise required by the Title Company or California law.

15. Brokerage. Buyer represents and warrants to Seller that Buyer has dealt with no broker, finder or other intermediary in connection with this sale. Seller represents and warrants to Buyer that Seller has dealt with no broker, finder or other intermediary in connection with this sale. The provisions of this Section shall survive Closing.

16. Notices. All notices, demands, requests or other communications from either party to the other party, required or permitted under the terms of this Agreement (a) shall be in writing, (b) shall be deemed to have been provided on the earlier of (i) (1) forty-eight (48) hours after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (2) the next business day after having been deposited (in time for delivery by such service on such business days) with Federal Express or another national courier service, or (3) (if such party's receipt thereof, is acknowledged in writing) upon having been sent by telefax or another means of immediate electronic communication, in each case to the address of such party set forth hereinabove or to such other address in the United States of America as such party may designate from time to time by notice to the other party hereto, or (ii) (if such party's receipt thereof, is acknowledged in writing) its having been given by hand or other actual delivery to such party. Notwithstanding the foregoing, any notice of default shall be deemed to have been provided only upon receipt or refusal as evidenced by return receipt, courier receipt or other receipt provided by the overnight delivery service.

17. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement may not be assigned by either party hereto without the written consent of the other party hereto; provided that Buyer may assign this Agreement without the consent of Seller to a limited partnership of which Buyer, an affiliate of Buyer or an entity in which Buyer is a sole member, is a partner.

(b) Entire Agreement; Governing Law. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior or other negotiations, representations, understandings and agreements of, by or among the parties, express or implied, oral or written, which are fully merged herein. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the party against whom enforcement of such change, modification, discharge or abandonment is sought. This Agreement shall be governed by and construed under the laws of California.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected on this Agreement as the signatories.

(d) No Waiver. Neither the failure nor any delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(e) Time of the Essence. Time, wherever stated in this Agreement, is declared to be of the essence of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as of the day and year first above written.

SELLER:

CITY OF FIREBAUGH, SUCCESSOR
HOUSING AGENCY, a municipal corporation

By: _____

Kenneth Mc Donald
City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

Rita Lozano
City Clerk

Dale E. Bacigalupi
Agency Attorney

BUYER:

HOUSING AUTHORITY OF FRESNO COUNTY,
CALIFORNIA, a California public body corporate
and politic

By: _____

Preston Prince
CEO/Executive Director

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Firebaugh, County of Fresno, State of California, described as follows:

PARCEL 1:

All that certain real property situate, lying, and being a portion of Sections 28 and 29, Township 12 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Firebaugh, County of Fresno, State of California, being more particularly described as follows:

Lots 7, 8, 9 and 10 in Block 35 as shown on the "Map of the Town of Firebaugh" filed for record in Book 1 of Miscellaneous Maps, at Page 13, Fresno County Records.

Parcel 2:

All that certain real property situate, lying, and being a portion of Sections 28, Township 12 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Firebaugh, County of Fresno, State of California, being more particularly described as follows:

Lots 1, 2, 3, 4, 5 and 6 in Block 35 as shown on the "Map of the Town of Firebaugh" filed for record in Book 1 of Miscellaneous Maps, at Page 13, Fresno County Records.

ASSESSOR'S PARCEL NO: 008-075-03 AND 008-075-11

3. TIMEFRAME

FIREBAUGH GATEWAY

TIMEFRAME

The project schedule would depend on completion of certain milestones linked to the application for Low Income Housing Tax Credits (LIHTC). There are two annual rounds of competitive 9% tax credit allocations that follow schedules dictated by the California Tax Credit Allocation Committee (CTCAC). Potential schedules are presented below and subject to the critical components of the applications being met in time for a complete application.

PROJECT SCHEDULE A	
Low Income Housing Tax Credit Application	March 1, 2015
Low Income Housing Tax Credit Allocation	June 1, 2015
Start Construction	December 1, 2015
Complete Construction	December 1, 2016
Complete Lease Up	June 30, 2017

**Subject to completion of an executed purchase & sale agreement prior to application deadline.*

**Schedule if application is submitted for 1st round 2015.*

PROJECT SCHEDULE B	
Low Income Housing Tax Credit Application	July 1, 2015
Low Income Housing Tax Credit Allocation	September 24, 2015
Start Construction	March 28, 2016
Complete Construction	March 28, 2017
Complete Lease Up	September 30, 2017

**Schedule if application is submitted for 2nd round 2015.*

4. EXPLANATION OF ECONOMIC BENEFITS

FIREBAUGH GATEWAY

BENEFITS TO THE COMMUNITY

The subject site consists of two existing parcels (APNs 008-075-03 and 008-075-11) that are each developed with existing multifamily residential dwellings. The proposed project would demolish these buildings and build 30 new senior units. The proposed project features a two story building situated along the P Street and 13th Street frontages of the site. A parking lot will be situated to the rear of the building and will take access from the alley that runs parallel to P Street. This alley connects 13th Street in the south to 12th Street to the north. A landscaped area will be situated at the rear of the building and will provide green space for residents to enjoy the outdoors.

This development will help eliminate a blighted parcel of land within the local neighborhood and provide much needed affordable rental housing for seniors. The project includes well designed landscaping and a community building that will bring services to the senior community and other residents of Firebaugh. The community building will include a computer lab, community multi-propose room with management offices and open space for the residents.

The construction of the project will bring additional economic activity to the community and help create jobs. According to Econsult Corporation, it is estimated that 26 jobs are created for every \$1,000,000 of construction brought to communities by Housing Authorities. It's estimated that over 75 potential jobs could be created by the Firebaugh Gateway development. The construction of the project will have additional multiplier effects for other local businesses as well and may increase local property values and influence other owners to make improvements to their properties.

The project shows a demand for over 61 units of senior housing in the market area and there are currently no unsubsidized senior housing developments in the area. The Housing Authority of Fresno County has participated in community meetings over the past few years. Each meeting was positive, and input has been taken into account during the design process (please see attached agenda/powerpoint).



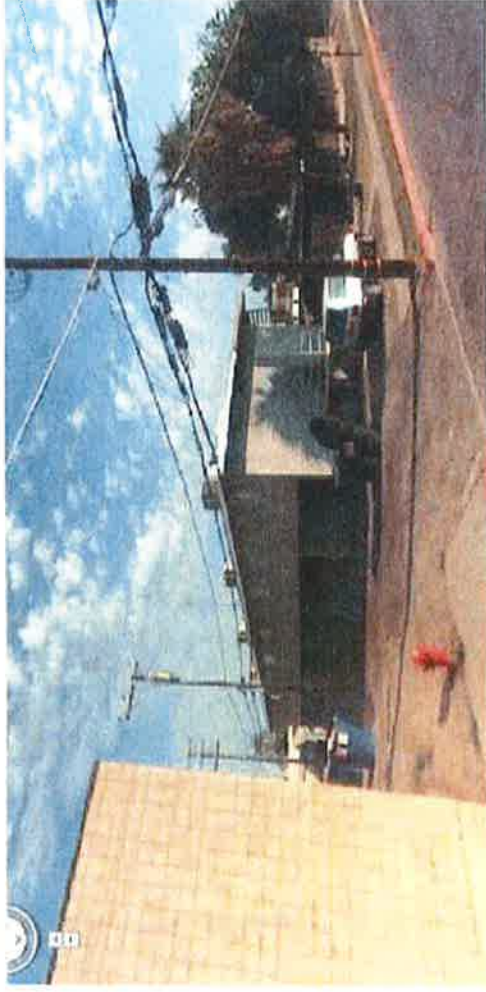
Firebaugh Gateway Community Design Meeting

Wednesday, July 25, 2012

6:00pm-7:30pm

Andrew Firebaugh Community Center

Existing Site Conditions



Existing Site Conditions – 1238 P Street



Existing Site Conditions – 1264 P Street



Design Options – Scheme A

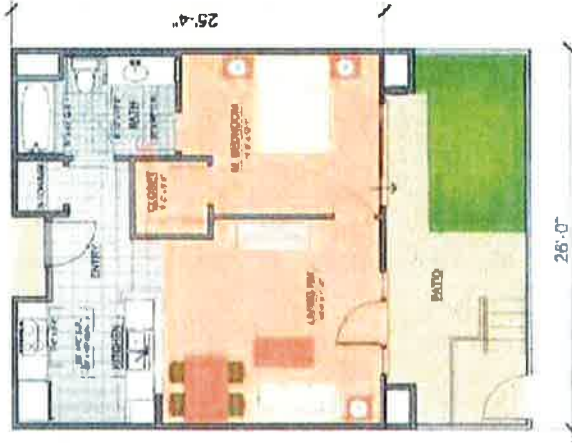


Design Options – Scheme B



SITE PLAN
SCHEME 'B'

Unit Floor Plans



UNIT A



UNIT B

UNIT FLOOR PLANS

"FIREBAUGH GATEWAY PROJECT"

SENIOR LIVING APARTMENT COMMUNITY
FIREBAUGH, CA



APPROVED FOR
SENIOR LIVING COMMUNITY
FOR
FIREBAUGH GATEWAY PROJECT
ON 11/14/2014 BY ARCHITECT
R.F. DESIGN, INC.

UNIT PLANS

P-1.0

Breakout Groups

- Review and Discuss Scheme A and B
- Pros and Cons
- Top Concept
- Suggestions for Improving Top Concept

Breakout Group Report and Discussion

- Preference
- Themes
- Design
- Etc.

Bidder: Fresno County Housing Authority

Item	Criteria	Possible Points	Points Awarded	Notes
1	Completeness and conformity to the Request for Proposals (RFP)	5	5	Addressed all sections
2	<p>The Proposed Project</p> <ul style="list-style-type: none"> Proposed use and overall design concept Good fit for City End-user for the project Environmental impacts How well the Project conforms to the City's General Plan, zoning, and other applicable federal, state and local laws, codes and regulations. 	20	20	Affordable senior housing is needed in the area. The project fits the City well. HA already received a zoning change and a density bonus to accommodate the proposed project.
3	<p>Purchase Price and Financial Assistance:</p> <ul style="list-style-type: none"> Purchase price financial capacity of Bidder City financial involvement 	30	20	Purchase price is lower than competing bid but matches a recent appraisal. Execution of the sale is contingent upon award of LIHTC. HA will finance the project through grants and tax credits with \$0 in City contribution. Already secured a \$300k grant. Expects to invest \$6.3 million, which is a good investment for the community.
4	<p>Timeframe:</p> <ul style="list-style-type: none"> Timeframe for closing The schedule for completion 	15	8	Construction would not be completed until end of 2016 so that the HA has time

				to compete for tax credit awards.
6	<p>Economic Benefits:</p> <ul style="list-style-type: none"> • Short-term and long-term economic benefits to the City, the taxing entities, and the community. • Employment opportunities generated 	30	20	Project would create jobs and satisfy unmet affordable housing demand. But project would be tax-exempt. And short-term the purchase price is lower than competitor.
	TOTAL POINTS	100	74	

Boardwalk CA, LLC

Box 1350
Selma, CA 93662
(559) 834-6677

July 22, 2014

Ken McDonald, City Manager
City of Firebaugh
1133 "P" St.
Firebaugh, CA 93622

Mr. Ken McDonald,

Boardwalk CA, LLC offers to purchase 1264 & 1238 P Street, being a 21 unit multi-family residential dwelling with 3 buildings of approximately 13,566 square feet, located at 1264 & 1238 P Street, Firebaugh, CA 93622 on the general terms and conditions described below.

About the Buyer: Boardwalk, CA LLC is a family owned and operated farming operation, farming 6,000 acres in Madera County, CA. Recent real estate purchases include the Firebaugh Motel a 12,217 sq foot Motel/Apt/SFR property located in Firebaugh, CA and a 20,000 square foot Commercial Retail Property in Chandler, AZ.

Purchase Price: \$ 502,000 cash payment

Deposit: Buyer will deposit \$30,000 into Escrow paid within 72 hours of acceptance, which deposit shall become non-refundable after due diligence and satisfaction of all contingencies and conditions.

Due Diligence Contingency Period: Buyer shall have 30 days, during which Buyer shall conduct due diligence. This purchase is contingent upon Buyer approval of the conditions indicated by the diligence material and Buyer independent inspections and investigations.

Diligence: Seller to provide Buyer all diligence items in the seller's possession.

Financial Capability: The purchase of the property and all renovations will be cash funded. This leaves the financial involvement for the City of Firebaugh to a minimum. Financial inquiries should be directed to our CFO, Suzie Keller at 559-834-6677.

Boardwalk CA, LLC

Box 1350
Selma, CA 93662
(559) 834-6677

Proposed use of the Property: Multi-family residential dwelling consisting of 21 apartments. Both parcels involved are currently zoned for residential housing, which conforms to the City's 2030 General Plan. With the property being centrally located, the City of Firebaugh can only benefit by the boost in its overall appearance with this extensive upgrade. The renovated apartments should have a nominal environmental impact and only enhance the benefiting taxing entities by the increased property value.

Renovation: Estimating the renovation costs to fall between \$200,000 and \$250,000, with a timeframe for completion within 3 months after the close of escrow. Listed are the inclusions that will be addressed and either replaced, repaired or added during the renovation process: stucco, fascia, wood structures, roof, parking lot surface, building and parking lot lighting, landscaping, new paint, addition of satellite TV and the complete renovation of all 21 apartment units.

Boardwalk CA, LLC

Jeff Lion 

Date: 8/22/14

Bidder: Boardwalk

Item	Criteria	Possible Points	Points Awarded	Notes
1	Completeness and conformity to the Request for Proposals (RFP)	5	2	Many sections were unaddressed
2	<p>The Proposed Project</p> <ul style="list-style-type: none"> Proposed use and overall design concept Good fit for City End-user for the project Environmental impacts How well the Project conforms to the City's General Plan, zoning, and other applicable federal, state and local laws, codes and regulations. 	20	8	<p>Proposed project is a renovation of the existing structures, which are in very bad condition. This might not be ideal for the City nor create a good end product. End user is unclear. Environmental impacts for renovation projects tend to be low. Proposed use conforms to general plan.</p>
3	<p>Purchase Price and Financial Assistance:</p> <ul style="list-style-type: none"> Purchase price financial capacity of Bidder City financial involvement 	30	27	<p>Offer is higher than competitor and is offered as all-cash. Planned renovations are expected to only cost \$200k-\$250k, which is a very small investment in the community compared to the competitor and possibly unrealistic given the existing condition of the structures.</p>
4	<p>Timeframe:</p> <ul style="list-style-type: none"> Timeframe for closing The schedule for completion 	15	15	<p>The project would be completed within 3 months of closing.</p>
6	<p>Economic Benefits:</p> <ul style="list-style-type: none"> Short-term and long-term economic benefits to the City, the taxing entities, and the community. 	30	8	<p>It is unclear what, if any economic benefits would result from the project as this was not addressed. The taxing entities and City</p>

	<ul style="list-style-type: none">• Employment opportunities generated			would benefit from the higher purchase price and taxable status of the end project.
	TOTAL POINTS	100	60	