

COUNCIL MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh
Vol. No.18/03-19

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: March 19, 2018/6:00 p.m.

CALL TO ORDER

ROLL CALL Mayor Felipe Pérez
Mayor Pro Tem Marcia Sablan
Council Member Elsa Lopez
Council Member Freddy Valdez
Council Member Brady Jenkins

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

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

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

PRESENTATION

- *Mid Valley Disposal presentation to provide 3rd and 4th Quarter updates.*

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 regular meeting on March 5, 2018.**
2. **WARRANT REGISTER – Period starting February 1, and ending on February 28, 2018.**

February 2018	General Warrants	#36274 - #36382	\$ 1,133,171.49
	Payroll Warrants	#69254 - #69351	\$ 147,808.45
TOTAL			\$ 1,280,979.94

NEW BUSINESS

3. **PRELIMINARY BUDGET PRESENTATION FOR FY 2018/19 – SALARIES AND BENEFITS.**

Recommended Action: Informational Item Only.

4. **RESOLUTION NO. 18-15 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR WATER AND WASTEWATER RATE STUDIES WITH TUCKFIELD & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT.**

Recommended Action: Council receives public comment & approves Res. No. 18-15.

5. **RESOLUTION NO. 18-16 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADOPTING THE NEGATIVE DECLARATION FOR THE FRESNO COUNTY REGIONAL ACTIVE TRANSPORTATION PLAN.**

Recommended Action: Council receives public comment & approves Res. No. 18-16.

6. **RESOLUTION NO. 18-17 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADOPTING THE FRESNO COUNTY REGIONAL ACTIVE TRANSPORTATION PLAN.**

Recommended Action: Council receives public comment & approves Res. No. 18-17.

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

7. **REAL ESTATE NEGOTIATION – Pursuant to Government Code Section 54956.8.**

Re: APN # 008-131-08T and APN# 008-131-09T
“With the California Judicial Council & the County of Fresno (Seller)”

Designative Rep.City Negotiator Ben Gallegos

ANNOUNCEMENT AFTER CLOSED SESSION

8. **RESOLUTION NO. 18-18 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING NEGOTIATION AND EXECUTION OF ALL AGREEMENTS IN BEHALF OF THE CITY FOR PURCHASE AND LEASE OF REAL PROPERTY.**

Recommended Action: Council receives public comment & approves Res. No. 18-18.

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, March 16, 2018 at 5:00 p.m. by Rita Lozano Deputy City Clerk.

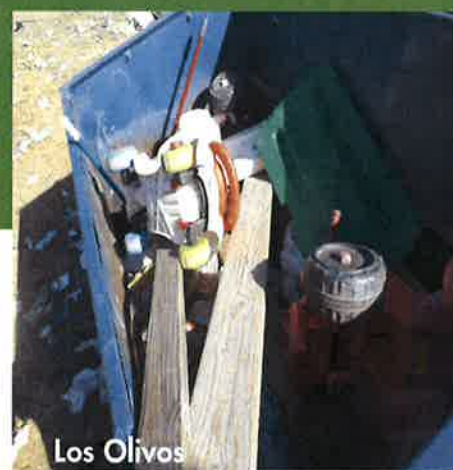
Residential and Commercial Load Checks

Firebaugh's commercial and residential recycle loads were audited during the week of July 10th by MVD's Recycle Coordinator. Monday's commercial recycle route was fairly clean with only 3-5% contamination consisting of garbage bags and Styrofoam. Residential recycle route was 7-10% contaminated with Styrofoam, trash and other non-recyclable items. Thursday's commercial recycle route, however, was 40% contaminated with drip tubing, green waste, and garbage bags. Coordinator addressed contamination findings with commercial businesses that are serviced on Thursday's.



3rd Quarter Site Visits

27 commercial sites including schools, multi-family complexes and businesses were visited during the third quarter of 2017. The 3 yard recycle bin from Los Olivos Apartments was 30% contaminated with clothes, trash, and wood. Recycle Coordinator addressed the contamination problem by visiting all 24 units, door-to-door and providing tenants with multi-family recycling flyers. A large (18"X24") recycle program poster was also posted in the laundry room of this apartment complex. City Hall was provided with a couple of our large (18"X24") recycle program posters as well. Good recyclables were noticed at 95% of all businesses visited; the other 5% contained napkins, Styrofoam, trash, clothes, and wood. Business owners were spoken to and provided with our AB341 commercial recycling program flyer. Keep up the great efforts Firebaugh!



4th Quarter Site Visits

25 businesses, 5 schools, and 7 multi-family complexes were visited during the fourth quarter of 2017. All multi-family complexes were provided with educational material; small complexes were provided with recycling program flyers as all these complexes' recycle bins were found to be highly contaminated with trash, clothes and Styrofoam. The recycle bin located at the Maintenance, Operations and Transportation Department was found contaminated with sawdust; the Department was provided a commercial recycling program flyer. All schools and businesses were found to be doing a good job as very minimal contamination was found, 99% of items found inside recycle bins were good recyclable material. Great job Firebaugh!



Hazel Elementary School



Gateway Housing Authority



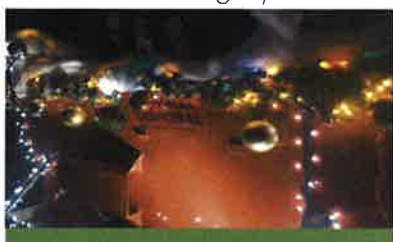
Farm Labor Apts. P St.



M.O.T. Dept.

Holly Jolly Christmas Parade

Mid Valley Disposal participated in Firebaugh's annual Christmas Parade, decorating our Santa Claus sleigh with lights, and ornaments. More than 300 residents of Firebaugh enjoyed a night of spectacular, colorful and bright floats. Mid Valley Disposal was excited to receive 1st place in the commercial category!



Fall Clean Up Results

MATERIAL	WEIGHT (lbs)
Disposed	45,180
Recycled	28,880
Total	74,060
Diversion	39%

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh Vol. No. 18/03-05

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

Date/Time: March 5, 2017/6:00 p.m.

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

ROLL CALL *PRESENT:* Mayor Felipe Perez
Mayor Pro Tem Marcia Sablan
Council Member Elsa Lopez
Council Member Freddy Valdez
Council Member Brady Jenkins

ABSENT:

OTHERS: City Attorney Meggin Boranian; City Manager/Acting Public Works Director, Ben Gallegos; Deputy City Clerk, Rita Lozano; Finance Director, Pio Martin; Police Chief, Sal Raygoza, Fire Chief, John Borboa; City Engineering Mario Gouveia & others.

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

PUBLIC COMMENT

Mr. George Conklin, inquired why there is no Flag Flying at City Hall, because there should be one and requested one many times in the past. City Manager apologized for not resolving the request since it has been brought to his attention before but stated staff will order a flag pole tomorrow to install as soon as possible.

PRESENTATION

Mr. Robert Bruch spoke for and represented USS Cal Builders and Delta Vector USA LLC (Veteran Owned Business) to provide a presentation for a proposed Lake Joallen Subdivision – Veteran Inspired Community. Also attendance was Rick Mummert, CEO and Sergio Carrera, PE of Benchmark Engineering, Inc. from Oakdale, both worked on the draft and created the original subdivision plans for Lake Joallen that were submitted to the city in 2004. Mr. Mummert added that a lot work was done on this project and he would like to see it completed, since the project was delayed due to the market crash, among other issues. The revised proposed project being presented tonight has many amendments compared to the original plan, the homes were too small before. This newly proposed project is a Veteran inspired community, but it will be open to everyone to enjoy and purchase homes because it offers a variety of homes and services. The City is aware if five funding sources but the developers are aware of ten funding sources and economic development & city tax benefits will be used to help with funding this project. The plans include: Green LEED Housing & solar power, and will be built in four phases. It will have a bigger dog park, community garden, home finding center, Camp Champion Club House (Veteran Inspired), Center of Excellence (available for rent), pool, gym, workout classes for seniors and adults, a Warrior Built Foundation this partnership will provide vocational and recreational therapy for combat wounded veterans. The vocational rehabilitation is a peer to peer veterans program that offers skills to build ePower, eVehicles for off-road transportation to help get the veterans out and become active. Project includes walking trails, bike trails, information platforms on ecology, grey water reclamation, lakeshore improvement, directional signage with Firebaugh welcome signs, doc pads (fishing), docks for paddle boards – paddle boats, kayaking and lake access. Smart Growth elements for Agricultural education, green house food generation (vertical farming), and small business development (Pop Up Patch). Infrastructure (streets, sidewalks, storm water, blowales), free community Wi-Fi, ecosystems, and drought resistant plants. This veteran inspired community is modeled after Holmstead Ranch in Utah. The plan is to include an Interpretive Wild Life Trail and hopefully, partner with the school district and West Hills College. Mr. Conklin was disappointed to learn that land downtown that was previously proposed to be a Veteran's Plaza a few years ago was sold and suggested Council support the proposed Lake Joallen project (Veteran inspired Community), which aimed to assist Veteran's as a replacement project of the eliminated Plaza.

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council special meeting on February 21, 2018.

Motion to approve minutes by Council Member Valdez, second by Council Member Sablan; motion pass by unanimous 4-0 vote.

NEW BUSINESS**2. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS POTENTIAL APARTMENTS IN AN AREA DESIGNATED FOR COMMERCIAL DEVELOPMENT.**

Motion to cancel rezone change and proceed with the proposed project by Council Member Valdez, second by Council Member Lopez; motion pass by unanimous 4-0 vote.

3. RESOLUTION NO. 18-13 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018.

Motion to approve Res, No, 18-13 by Council Member Lopez, second by Council Member Sablan; motion pass by unanimous 4-0 vote.

4. RESOLUTION NO. 18-14 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH STATING ITS INTENTION TO BE REIMBURSED FOR EXPENDITURES INCURRED AHEAD OF THE APPROVAL OF THE DISBURSEMENT OF CWSRF CONSTRUCTION FUNDS FROM THE STATE WATER RESOURCES CONTROL BOARD.

Motion to approve Res, No, 18-14 by Council Member Lopez, second by Council Member Sablan; motion pass by unanimous 4-0 vote.

STAFF REPORTS

- **Fire Chief, John Borboa** – Still looking for a Fire truck to purchase.
- **Finance Director, Pio Martin** – Council Member Lopez asked if staff has a plan after the auditor's report regarding OPEB (unfunded liability). Finance Director stated the city currently pays as we go, paying about \$500,000 a fiscal year with half of it for the unfunded liability (\$250,000). Companies have approached the city are interested in investing our money to offsite liability, but CalPERS is an investor. CalPERS charges 7% but is only making 1% to 5% in return. Another option might want to consider is to work with a Financial Advisor, such as Albert Peche. Council Member Lopez recommended creating a fund to the budget and place unspent funding in to that account to save for the unfunded liability cost. City Manager agreed, with a similar idea. Council Member Valdez agreed as long as it doesn't cut community services. Council Member Sablan, added fund should be include in the budget to save. Finance Director said the city must be careful that the money being is invested, make money, and not lose it.
- **City Manager, Ben Gallegos** – Apologized to Mr. Conklin about the flag pole, and state he wasn't aware of the Vets Plaza, and added he would like to bring the community back to what it used to be. City Manager reported he will be on vacation the last week of the month (5 days). Meeting with a developer on Wednesday for a tour of town.
- **Council Member Valdez** – Attending ICSC on Thursday, along with Ben and a developer to help bring projects to the community.
- **Council Member Sablan** – Inquired if about regulations regarding chicken coops, if they are not allowed, would like to change the ordinance to allow them in the city. Deputy Clerk answered they are not, it is in the city municipal code. Police Chief will have Officer Rubio to research because he believes there is a loophole.
- **Council Member Perez** – When asked, "What is the difference between Firebaugh and other cities, because crime is low here?" His response is "the People, it is a caring and helpful community".

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY**CLOSED SESSION**

ANNOUNCEMENT AFTER CLOSED SESSION: None

ADJOURNMENT *Motion adjourn by Council Member Valdez, second by Council Member Lopez; motion passes by unanimous 4-0 vote at 7:21 p.m.*



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: March 19, 2018

SUBJECT: Warrant Register Dated: February 1, 2018 – February 28, 2018

RECOMMENDATION:

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

FEBRUARY 01, 2018 – FEBRUARY 28, 2018

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	# 36274 – #36382	<u>\$ 1,133,171.49</u>
PAYROLL WARRANTS.....	# 69254 – #69351	<u>\$ 147,808.45</u>

TOTAL WARRANTS..... \$ 1,280,979.94

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2018 - FEBRUARY 28, 2018

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
36274	2/1/2018	EMERGENCY VEHICLE INSTALL	\$ 4,620.04	PD-FINAL EQUIPMENT NEW PATROL
36275	2/1/2018	CITY OF FIREBAUGH	\$ 36,251.15	UNITED SEC BANK- P/R -
36276	2/2/2018	AMERIPRIDE SERVICES INC.	\$ 75.00	PD-MAT
36277	2/2/2018	AT&T MOBILITY	\$ 415.20	POLICE DEPT #287249191200
36278	2/2/2018	AT&T	\$ 106.31	ALL DEPT INTERNET
			\$ 608.48	ALL DEPTS TELEPHONE
			\$ 499.91	PD INTERNET #9391012020
Check Total:			\$ 1,214.70	
36279	2/2/2018	BIG G'S AUTOMOTIVE CENTER	\$ 67.48	BEN'S TRUCK-OIL FILER/OIL
			\$ 116.35	PD#11-PADS/ROTORS
			\$ 5.37	SHOP-CAR WASH
			\$ 124.97	PD#5-KIT/PADS
			\$ 116.35	PD#4-PADS/ROTOR
Check Total:			\$ 430.52	
36280	2/2/2018	FERNANDO CAMPA	\$ 250.00	HEALTH INS STIPEND PER MOU
36281	2/2/2018	CED-FRESNO	\$ 102.04	STREET LIGHTS-MED HPS LAMP
36282	2/2/2018	CVR & ASSOCIATES, INC.	\$ 2,332.56	BLDG & INSPEC INSPECTION
36283	2/2/2018	DEPARTMENT OF JUSTICE	\$ 350.00	BLOOD ALCOHOL DEC 2017
36284	2/2/2018	DONALD R. REYNOLDS, CPA	\$ 11,500.00	4TH PROGRESS BILLING ANNUAL
36285	2/2/2018	FIREBAUGH HARDWARE COMPAN	\$ 7.12	COMMUNITY CTR-BULBS
			\$ 3.23	SENIOR CENTER-BULBS
			\$ 21.39	TRUCK #35-SCREW/ ANCHOR
			\$ 27.19	PD-LIGHT PANEL
			\$ 21.57	SENIOR CENTER-COUPPLING
Check Total:			\$ 80.50	
36286	2/2/2018	GOLDEN ONE CREDIT UNION	\$ 1,666.66	JOHN BORBOA MONTHLY SALARY
36287	2/2/2018	ICSC	\$ 50.00	FREDDY VALDEZ MEMBERSHIP
36288	2/2/2018	BRADY JENKINS	\$ 300.00	MONTHLY SALARY ATTENDANCE
36289	2/2/2018	RODDY A. LAKE	\$ 313.75	POLICE HEALTH INS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2018 - FEBRUARY 28, 2018

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
36290	2/2/2018	MID-VALLEY DISPOSAL	\$ 63.98	1800 HELM CANAL RD
			\$ 27,448.44	DISPOSAL SERVICES JANUARY2018
Check Total:			\$ 27,512.42	
36291	2/2/2018	RICARDO MONAY	\$ 250.00	HEALTH INS STIPEND PER MOU
36292	2/2/2018	FERNANDO MORENO	\$ 250.00	HEALTH INS STIPEND PER MOU
36293	2/2/2018	NAPA AUTO PARTS - FIREBAU	\$ 15.98	VAC TRUCK-DIESEL EXHAUST
			\$ 34.45	PW#34-OIL/AIR FILTER
			\$ 6.85	OIL FILTER
			\$ 57.84	PW#11-OIL FILTER
			\$ 10.92	PW#11-HOSE CLAMP/ANTIFREEZE
			\$ 42.56	SHOP TOOL-ADH ERASER WHEEL
			\$ 27.03	PD#11-OIL FILTER
			\$ 17.31	PD#3-OIL/AIR FILTER
			\$ 6.85	PD#5-OIL FILTER
			\$ 18.99	PD#5-REPAIRING BEARING
Check Total:			\$ 238.78	
36294	2/2/2018	CALIF PUBLIC EMPLOYEES RE	\$ 7,569.51	ANNUAL UNFUNDED ACCRUED
			\$ 12,442.11	ANNUAL UNFUNDED ACCRUED
			\$ 0.51	ANNUAL UNFUNDED ACCRUED
Check Total:			\$ 20,012.13	
36295	2/2/2018	FELIPE PEREZ	\$ 300.00	MONTHLY SALARY ATTENDANCE
36296	2/2/2018	QUILL CORPORATION	\$ 355.06	OFFICE JANITORIAL SUPPLIES
			\$ 217.95	SUPPLIES WATER BILLS
Check Total:			\$ 573.01	
36297	2/2/2018	MARCIA SABLAN	\$ 300.00	MONTHLY SALARY ATTENDANCE
36298	2/2/2018	SPARKLETTS	\$ 40.23	PUBLIC WORKS/SHOP
			\$ 71.99	CITY HALL/SENIOR AT COMM.
Check Total:			\$ 112.22	
36299	2/2/2018	TELSTAR	\$ 1,107.00	VEHICLE/TOOLS/ TEST EQUIPMENT
36300	2/2/2018	TPX COMMUNICATIONS	\$ 1,569.74	ALL DEPTS TELEPHONE & INTERNET
36301	2/2/2018	THARP'S FARM SUPPLY	\$ 6.96	SHOP TOOLS-SAW BLADE
			\$ 10.10	PD#6-FLAT STOCK
			\$ 5.63	SEWER FARM-HOSE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2018 - FEBRUARY 28, 2018

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
36301	2/2/2018	THARP'S FARM SUPPLY	\$ 12.95	RODEO GROUNDS-LOCK
			\$ 58.23	JD BACK HOE-HYDRAULIC HOSE
			\$ 47.70	BACKHOE-HOSE/NUT
			\$ 12.89	MONUMENT-LAMP
			\$ 63.22	PD-RANGE SUPPLIES
			\$ 0.95	PW#11-CAP SCREW
			\$ 51.72	METER-CAP SCREW/FLAT WASH
			\$ 19.93	PLUG/ZIP TIES
			\$ 16.57	STORM DRAIN-CLAMPS/COUPLES
			\$ 77.68	COMMUNITY CTR-LOCK
			\$ 11.82	COMMUNITY CTR-DUSTER
36301	2/2/2018	THARP'S FARM SUPPLY	\$ 34.63	COMMUNITY CTR-LOCK
			\$ 6.14	PD-MIRCO FIBRE
			\$ 1.62	MALDONADO RESTROOMS-KEYS
			\$ 84.92	SHOP TOOLS-DRILL
			\$ 5.01	PD#11-PLUGS
			\$ 28.19	MALDONADO RESTROOMS-TOWEL
			\$ 1.62	COMMUNITY CTR-KEYS
			\$ 33.95	PD-LITE TUBE
			\$ 17.85	PD-LITE TUBE
			\$ 8.84	SPRAYING-COOPLER
			\$ 31.93	PW#15-PUTTY
			\$ 38.42	WTP#2-GAGE/BUSHING
			\$ 7.21	SENIOR CENTER-FLEX COOP
			\$ 5.52	PD-PLUG
Check Total:			\$ 702.20	
36302	2/2/2018	U.S. POSTMASTER	\$ 791.01	UTILITY BILLING FEBRUARY
36303	2/2/2018	ALFRED VALDEZ	\$ 300.00	MONTHLY SALARY ATTENDANCE
36304	2/2/2018	TUCKER CARRILLO-ZAZUETA	\$ 250.00	HEALTH INS STIPEND PER MOU
36305	2/2/2018	ZEE MEDICAL SERVICE CO.	\$ 50.92	PD-FIRST AID SUPPLIES
36306	2/2/2018	FRANCISCO PINA	\$ 9.60	MQ CUSTOMER REFUND
36307	2/8/2018	AGRI-VALLEY IRRIGATION LL	\$ 27.64	METER 1355 MST -ADAPTER/C
			\$ 2.33	PLANTER BOX-ADAPTER MALE
			\$ 121.01	WWTP-BAIT STATION/LOCKING
			\$ 5.08	PARKS-TEE SCHEDULE/ADAPTER
			\$ 35.77	SENIOR CENTER-PIPE
			\$ 106.03	SENIOR CENTER-PIPE/SCHEDULE
Check Total:			\$ 297.86	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2018 - FEBRUARY 28, 2018

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
36308	2/8/2018	AUTOZONE COMMERCIAL (1379	\$ 4.95	PW#11-SINGLE SPARK PLUG
			\$ 86.37	PD-DURALAST HARDWARE KIT
			\$ (49.56)	PD-DURALAST BRAKE ROTOR
			\$ 13.68	PD-DUSTING SUPPLIES
			\$ 7.98	WINDOW FILM-ADHESIVE REMOVER
			\$ 46.34	DIXON-LAWN & GARDEN
			\$ 11.00	PW#2-HEADLIGHT KIT
			\$ 18.02	SHOP SUPPLIES-HAND CLEANER
			\$ 29.28	PD#4-SPARK PLUG
			\$ 7.55	SHOP TOOL-DURALAST
		Check Total:	\$ 175.61	
36309	2/8/2018	AXCES INDUSTRIAL SUPPLY	\$ 660.81	FLOAT AWAY/CITRUS FLOATING
36310	2/8/2018	BEST UNIFORMS	\$ 862.72	PD-J.CASTILLO BODY ARMOR
36311	2/8/2018	COLLINS & SCHOETTLER	\$ 1,800.00	PLANNING CONSULTING JAN2018
36312	2/8/2018	COOK'S COMMUNICATIONS	\$ 424.09	PD-HELMET KIT R.TABARES
36313	2/8/2018	CORELOGIC SOLUTIONS, LLC.	\$ 200.00	REALQUEST JANUARY 2018
36314	2/8/2018	EMPLOYMENT DEVELOPMENT DE	\$ 2,289.00	BENEFIT CHARGES
36315	2/8/2018	LINDA ESPINOZA	\$ 150.00	A/F HALL CLEANING DEPOSIT
36316	2/8/2018	FIRE STITCH	\$ 287.21	CITY LOGO CAPS
36317	2/8/2018	FIREBAUGH AUTO REPAIR	\$ 507.00	PD-2009 FORD CROWN VICTORIA
36318	2/8/2018	FRESNO OXYGEN	\$ 52.22	SHOP-PARTS
36319	2/8/2018	GOODALL TRUCKING, INC.	\$ 1,284.90	BASE ROCK MATERIAL
36320	2/8/2018	GUTHRIE PETROLEUM, INC.	\$ 1,315.95	BULK GASOLINE
			\$ 1,103.09	BULK GASOLINE
			\$ 1,049.96	BULK GASOLINE
			\$ 1,363.94	BULK DIESEL FUEL
			\$ 1,219.20	BULK GASOLINE
		Check Total:	\$ 6,052.14	
36321	2/8/2018	HOME DEPOT CREDIT SERVICE	\$ 395.71	CITY HALL/PAL BUILDING/REPAIR
			\$ 79.16	PARK-GARDEN SOIL
		Check Total:	\$ 474.87	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2018 - FEBRUARY 28, 2018

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
36322	2/8/2018	MID-VALLEY DISPOSAL	\$ 272.00	WATER TREATMENT PLANT 40Y
36323	2/8/2018	MIGUEL'S PLUMBING SERVICE	\$ 112.50	SENIOR CENTER CLEANED MAIN
36324	2/8/2018	MOORE TWINING ASSOCIATES,	\$ 2,725.00	PROFESSIONAL SERVICES
36325	2/8/2018	PACIFIC GAS & ELECTRIC	\$ 72.17	FIRE DEPT #3228327255-0
36326	2/8/2018	PECK'S PRINTERY	\$ 167.15	NAME PLATES FOR COUNCIL
36327	2/8/2018	PITNEY BOWES #8000-9090-	\$ 520.99	POSTAGE REFILL 12/26/17
36328	2/8/2018	QUILL CORPORATION	\$ 56.87	OFFICE DEPOT-OVAL KEY TAG
36329	2/8/2018	RON'S AUTO REPAIR	\$ 165.48	PW#4-WATER LEAK/REPLACE
36330	2/8/2018	RSG, INC.	\$ 5,662.50	RSG1506-2017-18 SUCCESSOR
36331	2/8/2018	SAN JOAQUIN VALLEY	\$ 264.00	18/19 ANNUAL PERMITS TO OPERATE
36332	2/8/2018	STAPLES BUSINESS ADVANTAG	\$ 69.50	PD-OFFICE SUPPLIES
36333	2/8/2018	TELSTAR	\$ 563.00	VEHICLE/TOOLS/TEST EQUIPMENT
36334	2/8/2018	USA BLUEBOOK	\$ 189.19	BOMBER JACKET YELLOW/BUFF
36335	2/8/2018	U.S. BANK EQUIPMENT FINAN	\$ 683.11	RNT/LEASE EQUIP 10/20/20
36336	2/8/2018	WESTAMERICA BANK	\$ 322.00	SENIORS BLUE FLAME DINER
36337	2/8/2018	ZEE MEDICAL SERVICE CO.	\$ 147.40	PUBLIC WORKS MEDICAL SUPPLY
			\$ 46.61	CITY HALL MEDICAL SUPPLIES
		Check Total:	\$ 194.01	
36338	2/13/2018	CITY OF FIREBAUGH	\$ 86,450.21	UNITED SEC BANK-PAYROLL A
36339	2/15/2018	ADAMS ASHBY GROUP, LLC	\$ 3,470.00	GENERAL ADMIN-15-CDBG-105
			\$ 2,400.00	LABOR COMPLIANCE-15-CDBG-
		Check Total:	\$ 5,870.00	
36340	2/15/2018	FLEX ACCOUNT ADMINISTRATI	\$ 98.00	ANNNUAL ONE TIME PREMIUM
36341	2/15/2018	BSK & ASSOCIATES, INC.	\$ 37.50	LAB ANALYSIS
			\$ 147.50	LAB ANALYSIS
			\$ 162.50	LAB ANALYSIS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2018 - FEBRUARY 28, 2018

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
36341	2/15/2018	BSK & ASSOCIATES, INC.	\$ 45.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 300.00	LAB ANALYSIS
			\$ 175.00	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 180.00	LAB ANALYSIS
			\$ 105.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 60.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 175.00	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 218.78	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 109.39	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
Check Total:			\$ 2,270.75	
36342	2/15/2018	OSCAR J. GARCIA, CPA/FRES	\$ 723,295.00	FB REDEVELOPMENT AGENCY
36343	2/15/2018	CENTRAL VALLEY TOXICOLOGY	\$ 78.00	PD-ABUSE SCREEN/DRUG
36344	2/15/2018	DEPARTMENT OF JUSTICE	\$ 64.00	JANUARY 2018 FINGERPRINTS
36345	2/15/2018	FRESNO COUNTY TREASURER	\$ 164.04	JANUARY 2018 ACCESS FEES
36346	2/15/2018	G&K SERVICES, INC.	\$ 20.54	CITY HALL
			\$ 91.48	CITY SHOP
			\$ 20.23	COMMUNITY CTR
			\$ 12.97	WASTEWATER FACILITY
			\$ 91.48	CITY SHOP
			\$ 20.23	COMMUNITY CTR
			\$ 20.54	CITY HALL
			\$ 93.30	CITY SHOP
			\$ 20.23	COMMUNITY CTR
			\$ 12.97	WASTEWATER FACILITY
			\$ 20.54	CITY HALL
			\$ 94.78	CITY SHOP
			\$ 20.23	COMMUNITY CTR
			\$ 12.97	WASTEWATER FACILITY
Check Total:			\$ 552.49	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2018 - FEBRUARY 28, 2018

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
36347	2/15/2018	OCTAVIO GONZALEZ	\$ 100.00	WORK BOOTS PER MOU
36348	2/15/2018	HELENA CHEMICAL COMPANY	\$ 632.48	REWARD/GOALTENDER/SMOKE
36349	2/15/2018	KEYSTONE RIDGE DESIGNS	\$ 2,512.00	PARKS-MIDTOWN REC/TRASH
36350	2/15/2018	LOZANO SMITH, LLP	\$ 43.10	PROFESSIONAL SERVICES
36351	2/15/2018	MANUELS TIRE SERVICE, INC	\$ 16.26	RADIAL PATCH
			\$ 16.27	RADIAL PATCH
			\$ 16.26	PD-RADIAL PATCH
			\$ 28.09	PARKS- TUBE
Check Total:			\$ 76.88	
36352	2/15/2018	MEGGIN BORANIAN	\$ 6,000.00	MONTHLY RETAINER FEB 2018
			\$ 214.50	PD-SPECIAL SERVICES LITIGATION
Check Total:			\$ 6,214.50	
36353	2/15/2018	NORTHSTAR CHEMICAL	\$ 1,521.90	SODIUM HYPOCHLORITE
			\$ 1,521.90	SODIUM HYPOCHLORITE
Check Total:			\$ 3,043.80	
36354	2/15/2018	PACIFIC GAS & ELECTRIC	\$ 35,886.58	ALL DEPTS #7355932148-1
36355	2/15/2018	PACHECO VETERINARY HOSPIT	\$ 110.20	JANUARY 2018 EUTHANASIA
36356	2/15/2018	PETERS BROTHERS NURSERY	\$ 350.60	PLANTS FOR POTS AT WEST HILLS
36357	2/15/2018	PIZZA FACTORY	\$ 196.06	PD-TRAINING MEETING EXPENSE
36358	2/15/2018	QUILL CORPORATION	\$ 302.32	MARGARET-TONER
			\$ 227.57	OFFICE SUPPLIES
Check Total:			\$ 529.89	
36359	2/15/2018	RENO'S MEGA MART	\$ 31.96	PW#11-PROPANE
			\$ 31.96	PW#11-FORKLIFT
Check Total:			\$ 63.92	
36360	2/15/2018	SPARKLETTS	\$ 107.44	POLICE DEPARTMENT
36361	2/15/2018	ST. JOSEPH'S CHURCH	\$ 150.00	A/F HALL CLEANING DEPOSIT
36362	2/15/2018	THOMASON TRACTOR COMPANY	\$ 44.80	CHAIN SAW-CHAIN LOOP
			\$ 17.86	PW#11-DRAIN VALVE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2018 - FEBRUARY 28, 2018

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
36362	2/15/2018	THOMASON TRACTOR COMPANY	\$ 56.71	PW#11- REPAIR EQUIPMENT
			\$ 18.81	CHAIN SAW-SHUTOFF CO
		Check Total:	\$ 138.18	
36363	2/15/2018	THOMSON REUTERS	\$ 166.28	PD-PENAL CODE 2018
36364	2/15/2018	TIFCO INDUSTRIES	\$ 840.89	PW-PARTS
36365	2/15/2018	LUIS VALDEZ	\$ 100.00	WORK BOOTS PER MOU
36366	2/15/2018	VERIZON WIRELESS	\$ 682.35	ALL DEPTS CELL PHONES
36367	2/16/2018	FIRST BANKCARD	\$ 59.37	BEN-FLOWERS FOR MARGARET
			\$ 23.99	FD-AMAZON WIRE HANGERS
			\$ 135.39	FD-AWL PEARSON EDUCATION
			\$ 70.00	PD-AVENAL LANDFILL DOG
			\$ 82.04	PD- COSTCO HEATERS FOR DISPATCH
			\$ 21.98	PIO-AMAZON ETHERNET PATCH
			\$ 95.00	BEN-ICSC FEE MONTEREY CONF.
			\$ 56.51	PD-SETTLEMENTONE SCREENING
			\$ 79.95	PIO-AMAZON OUTDOOR CABLE
		Check Total:	\$ 624.23	
36368	2/16/2018	GOUVEIA ENGINEERING, INC.	\$ 979.13	720.15 APN 007-06-20 STEV
			\$ 1,040.00	725.01 PUBLIC WORKS GENERATOR
			\$ 17,977.01	730.07 SRF WWTP IMPROVEMENT
			\$ 52.50	740.09 III CDBG WATER MAIN
			\$ 801.94	740.11 SGMA
			\$ 913.50	740.12 HUD TANK
			\$ 262.50	775.03 LLA 2016-02 DOLLAR
			\$ 3,362.63	785.22 "N" STREET APARTMENT
			\$ 389.81	785.23 UNITED SECURITY BANK
			\$ 120.75	795.11 STBG APPLICATIONS
			\$ 1,132.69	795.14 SMALL COMMUNITIES
			\$ 2,023.88	775.03 LLA 2016-02 DOLLAR
		Check Total:	\$ 29,056.34	
36369	2/16/2018	CLAUDIA SOLIS-ALCALA	\$ 180.00	FACEBOOK FOR MONTH DECEMBER
36370	2/22/2018	AquaNatural SOLUTIONS	\$ 226.42	CITY HALL-DRAIN CLEANER
36371	2/22/2018	BSK & ASSOCIATES, INC.	\$ 2,128.28	PROFESSIONAL SERVICES
36372	2/22/2018	DISH	\$ 5.43	SENIOR CENTER CABLE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2018 - FEBRUARY 28, 2018

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
36373	2/22/2018	ESAFETY SUPPLIES, INC.	\$ 402.68	LARGE/XLARGE POWDER FREE
36374	2/22/2018	FIREBAUGH SUPER MARKET	\$ 5.60	COMMUNITY CTR-TOILET BOWL
			\$ 8.65	SENIOR CENTER-DISH SOAP
			\$ 6.76	DOG POUND-WINNIES
			\$ 5.99	SENIOR CENTER-MAYO
			\$ 5.58	SENIOR CENTER-NAPKINS
			\$ 32.45	DOG FOOD-KENNEL
			\$ 48.67	DOG FOOD-KENNEL
			\$ 5.00	DOG FOOD
			\$ 48.67	DOG FOOD-KENNEL
			\$ 25.98	SENIOR CENTER-FOLGERS
			\$ 32.45	DOG FOOD-KENNEL
			\$ 7.59	SENIOR CENTER-DAIRY CREAM
			\$ 16.22	DOG FOOD-KENNEL
			\$ 12.58	CITY HALL-WATER
			\$ 32.45	DOG FOOD-KENNEL
			\$ 32.45	DOG FOOD
			\$ 7.32	WATER-WWTP
Check Total:			\$ 334.41	
36375	2/22/2018	FRESNO OXYGEN	\$ 200.68	FD-MEDICAL OXYGEN
36376	2/22/2018	JAMES & CO. LIGHTING	\$ 210.56	SOCKET & BALLAST ASSEMBLY
36377	2/22/2018	MID-VALLEY DISPOSAL	\$ 210.50	WATER TREATMENT PLANT
36378	2/22/2018	QUILL CORPORATION	\$ 314.20	OFFICE SUPPLIES/JANITORIAL
			\$ 116.58	OFFICE-LID LINER
			\$ 73.28	OFFICE-LINER 40X46 GRN
Check Total:			\$ 504.06	
36379	2/22/2018	CLAUDIA SOLIS-ALCALA	\$ 150.00	FACEBOOK FOR JANUARY 2018
36380	2/22/2018	STATE WATER RESOURCES CON	\$ 70.00	OCTAVIO GONZALEZ RENEWAL
			\$ 70.00	JOHN SANCHEZ RENEWAL WATER
Check Total:			\$ 140.00	
36381	2/22/2018	WOLFE COMMUNICATIONS	\$ 104.77	FD-GI CLIP BLACK
36382	2/28/2018	CITY OF FIREBAUGH	\$ 86,066.44	UNITED SEC BANK-PAYROLL A



STAFF REPORT

TO: Mayor Felipe Perez and Council Members
FROM: Pio Martin, Finance Director
DATE: March 19, 2018
SUBJECT: Salaries and Benefits Preliminary Budget Recommendation

RECOMMENDATION:

Review the preliminary Salaries and Benefits for fiscal year July 1, 2018 – June 30, 2019. A final budget recommendation is scheduled for June 18, 2018. Please see EXHIBIT A for a detail breakdown of each fund and department.

HISTORY:

DISCUSSION:

Review of items that pertain to the Salaries and Benefits.

FISCAL IMPACT:

Increase of \$80,000

Exhibit - A

PAGE 1

Salaries Fiscal Year July 2018 - June 2019

FUND	DEPARTMENT	EXPENSE	Description	BUDGET 2018	BUDGET 2019
004	4080	1000	PARKS	18,496	18,565
004	4080	1002	PARKS	1,562	1,800
004	4080	1005	PARKS	200	200
004	4080	1010	PARKS	1,550	1,573
004	4080	1011	PARKS	6,557	2,454
004	4080	1013	PARKS	2,826	813
004	4080	1015	PARKS	2,673	2,807
004	4080	1022	PARKS	1,685	1,855
			Total Salaries / Taxes / Benefits / Unfunded Liability	35,549	30,068

004	4095	1000	SENIOR CITIZENS	11,108	16,972
004	4095	1002	SENIOR CITIZENS	3,896	4,398
004	4095	1010	SENIOR CITIZENS	1,148	1,635
004	4095	1011	SENIOR CITIZENS	6,557	2,347
004	4095	1013	SENIOR CITIZENS	2,718	1,949
004	4095	1015	SENIOR CITIZENS	1,999	2,099
004	4095	1022	SENIOR CITIZENS	1,620	2,622
			Total Salaries / Taxes / Benefits / Unfunded Liability	29,046	32,021

004	4100	1000	ADMINISTRATION	62,179	62,071
004	4100	1002	ADMINISTRATION	3,896	4,398
004	4100	1005	ADMINISTRATION	100	300
004	4100	1010	ADMINISTRATION	5,062	5,085
004	4100	1011	ADMINISTRATION	12,197	12,601
004	4100	1013	ADMINISTRATION	23,206	12,015
004	4100	1015	ADMINISTRATION	7,931	8,328
004	4100	1022	ADMINISTRATION	6,815	6,204
			Total Salaries / Taxes / Benefits / Unfunded Liability	121,386	111,001

004	4130	1000	POLICE	694,322	705,053
004	4130	1001	POLICE	219,697	179,462
004	4130	1002	POLICE	28,117	31,915
004	4130	1004	POLICE	27,040	48,000
004	4130	1005	POLICE	35,000	35,000
004	4130	1007	POLICE	7,000	7,000
004	4130	1016	POLICE	10,080	9,780
004	4130	1010	POLICE	77,355	78,046
004	4130	1011	POLICE	125,010	118,716
004	4130	1013	POLICE	164,920	151,892
004	4130	1014	POLICE	5,000	
004	4130	1015	POLICE	96,280	101,094
004	4130	1022	POLICE	143,975	194,429
			Total Salaries / Taxes / Benefits / Unfunded Liability	1,633,796	1,660,386

004	4180	1000	BUILDING & INSPECTION	13,885	17,459
004	4180	1010	BUILDING & INSPECTION	1,062	1,336
004	4180	1011	BUILDING & INSPECTION	3,890	5,828
004	4180	1013	BUILDING & INSPECTION	2,728	3,249
004	4180	1015	BUILDING & INSPECTION	1,850	1,943
004	4180	1022	BUILDING & INSPECTION	1,626	1,210
			Total Salaries / Taxes / Benefits / Unfunded Liability	25,041	31,023

Salaries Fiscal Year July 2018 - June 2019

FUND	DEPARTMENT	EXPENSE	Description	BUDGET 2018	BUDGET 2019
004	4200	1000	PUBLIC WORKS	2,686	2,980
004	4200	1005	PUBLIC WORKS	150	-
004	4200	1010	PUBLIC WORKS	217	228
004	4200	1011	PUBLIC WORKS	369	431
004	4200	1013	PUBLIC WORKS	528	554
004	4200	1015	PUBLIC WORKS	715	751
004	4200	1022	PUBLIC WORKS	315	264
			Total Salaries / Taxes / Benefits / Unfunded Liability	4,980	5,208

004	4230	1000	PLAN & ZONING	13,885	18,004
004	4230	1010	PLAN & ZONING	1,062	1,377
004	4230	1011	PLAN & ZONING	3,890	6,010
004	4230	1013	PLAN & ZONING	2,728	3,350
004	4230	1015	PLAN & ZONING	1,850	1,943
004	4230	1022	PLAN & ZONING	1,626	1,210
			Total Salaries / Taxes / Benefits / Unfunded Liability	25,041	31,894

	GENERAL FUND	Total Salaries	1,153,299	1,163,356
	GENERAL FUND	Total Taxes and Benefits	563,878	530,452
	GENERAL FUND	Total Unfunded Liability	157,662	207,794
		Total Salaries / Taxes / Benefits / Unfunded Liability	\$ 1,874,839	\$ 1,901,602

Law Enforcement (COPS) Department					
008	4133	1000	PUBLIC SAFETY	50,685	54,417
008	4133	1005	PUBLIC SAFETY	3,500	-
008	4133	1010	PUBLIC SAFETY	4,145	4,232
008	4133	1011	PUBLIC SAFETY	7,065	8,733
008	4133	1013	PUBLIC SAFETY	6,117	6,607
008	4133	1015	PUBLIC SAFETY	6,755	7,093
008	4133	1022	PUBLIC SAFETY	5,340	
			Total Salaries / Taxes / Benefits / Unfunded Liability	83,607	81,081

Airport					
016	4190	1000	AIRPORT	12,600	5,095
016	4190	1010	AIRPORT	964	390
016	4190	1011	AIRPORT	875	938
016	4190	1013	AIRPORT	2,300	947
016	4190	1015	AIRPORT	1,560	1,638
016	4190	1022	AIRPORT	960	452
			Total Salaries / Taxes / Benefits / Unfunded Liability	19,259	9,461

Salaries Fiscal Year July 2018 - June 2019

FUND	DEPARTMENT	EXPENSE	Description	BUDGET 2018	BUDGET 2019
Transportation Development Act (TDA)					
028	4090	1000	STREETS AND ROADS	48,051	56,961
028	4090	1005	STREETS AND ROADS	50	50
028	4090	1010	STREETS AND ROADS	3,680	4,361
028	4090	1011	STREETS AND ROADS	10,557	16,362
028	4090	1013	STREETS AND ROADS	5,753	5,729
028	4090	1015	STREETS AND ROADS	6,352	6,670
028	4090	1022	STREETS AND ROADS	2,373	5,280
			Total Salaries / Taxes / Benefits / Unfunded Liability	76,816	95,413

Measure C					
033	4090	1000	STREETS AND ROADS	41,934	43,940
033	4090	1002	STREETS AND ROADS	5,857	6,751
033	4090	1005	STREETS AND ROADS	180	100
033	4090	1010	STREETS AND ROADS	3,670	3,886
033	4090	1011	STREETS AND ROADS	10,076	12,406
033	4090	1013	STREETS AND ROADS	6,452	6,271
033	4090	1015	STREETS AND ROADS	5,389	5,658
033	4090	1022	STREETS AND ROADS	2,661	4,635
			Total Salaries / Taxes / Benefits / Unfunded Liability	76,219	83,646

Water Enterprise					
036	4012	1000	WATER	290,800	282,758
036	4012	1002	WATER	15,800	17,997
036	4012	1005	WATER	4,500	10,000
036	4012	1010	WATER	23,799	23,970
036	4012	1011	WATER	71,350	76,275
036	4012	1013	WATER	50,110	42,992
036	4012	1014	WATER	8,000	5,000
036	4012	1015	WATER	40,875	42,919
036	4012	1016	WATER	2,700	4,000
036	4012	1022	WATER	14,300	30,587
			Total Salaries / Taxes / Benefits / Unfunded Liability	522,234	536,496

Sewer Enterprise					
040	4013	1000	SEWER	298,092	275,455
040	4013	1002	SEWER	15,795	17,997
040	4013	1005	SEWER	6,000	10,000
040	4013	1021	SEWER	11,000	9,000
040	4013	1010	SEWER	24,471	24,077
040	4013	1011	SEWER	68,686	74,651
040	4013	1013	SEWER	49,012	43,169
040	4013	1014	SEWER	8,000	5,000
040	4013	1015	SEWER	41,491	43,566
040	4013	1016	SEWER	3,000	4,000
040	4013	1022	SEWER	20,214	30,560
			Total Salaries / Taxes / Benefits / Unfunded Liability	545,761	537,473

Exhibit - A
Salaries Fiscal Year July 2018 - June 2019

PAGE 4

FUND	DEPARTMENT	EXPENSE	Description	BUDGET 2018	BUDGET 2019
Light and Landscape					
043	4014	1000	LANDSCAPE DISTRICT	16,166	15,130
043	4014	1010	LANDSCAPE DISTRICT	1,237	1,157
043	4014	1011	LANDSCAPE DISTRICT	493	7,025
043	4014	1013	LANDSCAPE DISTRICT	704	2,853
043	4014	1014	LANDSCAPE DISTRICT	200	-
043	4014	1015	LANDSCAPE DISTRICT	1,663	1,746
043	4014	1022	LANDSCAPE DISTRICT	290	841
			Total Salaries / Taxes / Benefits / Unfunded Liability	20,753	28,754

Special Events					
061	4081	1000	SPECIAL EVENTS	1,914	3,700
061	4081	1004	SPECIAL EVENTS	1,708	4,900
061	4081	1005	SPECIAL EVENTS	1,001	7,250
061	4081	1006	SPECIAL EVENTS	898	-
061	4081	1010	SPECIAL EVENTS	422	838
061	4081	1013	SPECIAL EVENTS		1,873
			Total Salaries / Taxes / Benefits / Unfunded Liability	5,943	18,561

Gas Tax					
067	4090	1000	STREETS AND ROADS	14,083	13,004
067	4090	1005	STREETS AND ROADS	80	100
067	4090	1010	STREETS AND ROADS	1,083	1,002
067	4090	1011	STREETS AND ROADS	5,807	3,079
067	4090	1013	STREETS AND ROADS	3,550	1,752
067	4090	1015	STREETS AND ROADS	2,790	2,930
067	4090	1022	STREETS AND ROADS	1,464	1,172
			Total Salaries / Taxes / Benefits / Unfunded Liability	28,857	23,039

Solid Waste					
080	4100	1000	ADMINISTRATION	28,450	36,524
080	4100	1005	ADMINISTRATION	100	-
080	4100	1010	ADMINISTRATION	2,184	2,794
080	4100	1011	ADMINISTRATION	6,830	8,484
080	4100	1013	ADMINISTRATION	5,530	7,433
080	4100	1014	ADMINISTRATION	500	-
080	4100	1015	ADMINISTRATION	3,760	3,948
080	4100	1022	ADMINISTRATION	2,280	3,240
			Total Salaries / Taxes / Benefits / Unfunded Liability	49,634	62,423

Salaries Fiscal Year July 2018 - June 2019

FUND	DEPARTMENT	EXPENSE	Description	BUDGET 2018	BUDGET 2019
Community Center					
086	4100	1000	ADMINISTRATION	1,343	4,947
086	4100	1002	ADMINISTRATION	5,845	6,597
086	4100	1010	ADMINISTRATION	550	883
086	4100	1011	ADMINISTRATION	2,054	2,370
086	4100	1013	ADMINISTRATION	2,359	977
086	4100	1015	ADMINISTRATION	1,833	1,925
086	4100	1022	ADMINISTRATION	1,406	717
			Total Salaries / Taxes / Benefits / Unfunded Liability	15,390	18,416

Successor Agency					
200	4256	1000	SUCCESSOR AGENCY	21,647	23,520
200	4256	1010	SUCCESSOR AGENCY	1,613	1,799
200	4256	1011	SUCCESSOR AGENCY	3,244	3,764
200	4256	1013	SUCCESSOR AGENCY	4,255	4,377
			Total Salaries / Taxes / Benefits / Unfunded Liability	30,759	33,461

Total Salaries	2,051,378	2,069,549
Total Taxes and Benefits	1,089,743	1,074,999
Total Unfunded Liability	208,950	285,278
Total Salaries / Taxes / Benefits / Unfunded Liability	3,350,071	3,429,827

RESOLUTION NO. 18-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR WATER AND
WASTEWATER RATE STUDIES WITH TUCKFIELD & ASSOCIATES AND
AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT**

WHEREAS, the City of Firebaugh, has received a Professional Services Agreement with Tuckfield & Associates for water and wastewater rate studies which is attached and incorporated herein by this reference; and

WHEREAS, the City Council does hereby accept and agrees with the terms and conditions set forth in the Agreement; and

WHEREAS, the City Council wishes to appoint the City Manager as the designated City representative to execute and administer said Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Firebaugh that it does approve and hereby authorize the City Manager, Benjamin Gallegos, to execute and administer said Agreement.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 19th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

I hereby certify that the foregoing is a full, correct and true copy of a resolution passed by the City Council of the City of Firebaugh, a Municipal Corporation of the County of Fresno, State of California, at a regular meeting held on the 5th day of March, 2018, and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

Date

Rita Lozano, Deputy City Clerk, City of Firebaugh

**AGREEMENT BETWEEN THE CITY OF FIREBAUGH
AND TUCKFIELD & ASSOCIATES FOR PROFESSIONAL SERVICES
FOR WATER AND WASTEWATER RATE STUDIES**

This AGREEMENT is made and entered into this 19th day of March 2018, by and between the CITY OF FIREBAUGH, hereinafter referred to as "CITY", and TUCKFIELD & ASSOCIATES, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, Government Code Section 37103 authorizes CITY to engage specially trained and experienced persons or firms for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters; and

WHEREAS, CITY requires the services of CONSULTANT by providing special services and advice of a type authorized by Section 37103; and

WHEREAS, CONSULTANT is specially trained and possesses special skills, education, experience, and competency to perform the services and provide the advice needed; and

WHEREAS, the CITY has chosen CONSULTANT to perform the needed work.

AGREEMENT

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONSULTANT agree as follow:

1. **Services to be Provided by CONSULTANT**

(a) CONSULTANT shall act in a professional capacity to assist CITY. CONSULTANT's work shall conform to applicable statutes, laws, regulations, and professional standards for such work. CONSULTANT shall exercise the same degree of care and diligence in the performance of the Services as is ordinarily exercised by a professional serving under similar circumstances.

(b) CONSULTANT shall perform professional services as described in Exhibit "A", "CONSULTANT's Scope of Services", which is incorporated herein by this reference and made a part of this Agreement.

Extra work beyond that described in Exhibit "A" is not authorized without the express written approval of CITY. CONSULTANT shall request and receive written approval prior to performing any extra work. Any work beyond that reflected in Exhibit "A" shall not be compensated by CITY unless prior written approval was provided under this paragraph.

(c) No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, or opinion produced pursuant to this Agreement. Consultant's opinions, estimates, and forecasts of current and future cost levels, revenue levels, other levels and events shall be made on the basis of available information and Consultant's experience and qualifications as a professional. Consultant does not guarantee that estimates and forecasts of current and future levels and events will not vary from Consultant's estimates and forecasts.

2. Assistance by CITY

Subject to other provisions of this Agreement, the CITY shall provide the CONSULTANT with copies of any specifications, maps, drawings, records, or other documentation, which are required by the CONSULTANT in order to perform the Services specified herein. CITY shall provide all further reasonably necessary information to CONSULTANT upon CONSULTANT's request.

3. Term of Agreement

(a) This Agreement shall take effect on the date first written above and shall be in effect until the Services described in Exhibit "A" are completed, or until this Agreement is terminated, whichever occurs first.

(b) Either party may terminate this Agreement by tendering a thirty (30) day written notice to the other party thirty (30) days before the effective date of termination. In such event, or upon request of the CITY, CONSULTANT shall assemble all CITY documents in the CONSULTANT's possession and put them in order for proper filing and closing and deliver said documents to CITY. In the event of termination, CONSULTANT shall be paid for work performed to the termination date. CITY shall make the final determination as to the portion of tasks completed and the compensation to be made.

(c) CITY may terminate the Agreement immediately by written notice to CONSULTANT if CONSULTANT is in default under the terms of this Agreement

4. Compensation

(a) Type:

CITY shall pay CONSULTANT a fee not to exceed \$34,500.00 for all services and other expenses provided or incurred in performing the Scope of Services in Exhibit "A".

Expenses: CITY shall not reimburse CONSULTANT for any expenses incurred by CONSULTANT in rendering services under this Agreement except as expressly provided for in Exhibit "A".

(b) Schedule for Payments:

(i) CONSULTANT shall bill CITY c/o the CITY's City Manager at 1133 "P" Street, Firebaugh, CA 93622, for services rendered under this Agreement or such billing may be sent by email to the City Manager. Billing shall be made at the end of each month.

(ii) CITY shall pay fees and applicable expenses due under this Agreement within thirty (30) days of receiving such bills from CONSULTANT. Payment of any fee or reimbursement shall not constitute a waiver by the CITY of any breach of any part of this Agreement.

5. Indemnification

(a) CONSULTANT shall indemnify and hold harmless the CITY and its officers, elected and appointed officials, employees and volunteers ("CITY entities") from and against claims, damages, losses and expenses including costs and reasonable attorney fees arising out of the performance of the services described herein, or the failure to perform such services, caused by negligent acts or omission of the CONSULTANT, any sub-consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the negligence or willful misconduct of the CITY.

(b) CITY agrees to defend, indemnify, and hold harmless CONSULTANT, its agents and employees, from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by any alleged or untrue statement of material fact contained in any document, data, or report or any other written or oral communication provided by CITY and on which CONSULTANT relies in connection with the services performed under this Agreement.

6. Insurance Requirements

CONSULTANT shall maintain in full force and effect, at all times during the performance of this Agreement, the following policy or policies of insurance covering its operations:

(a) Comprehensive General Liability, including contractual liability, business automobile liability, broad form property damage, and products and completed operations, all of which shall include coverage for both bodily injury and property damage, with a combined single limit of one million dollars (\$1,000,000) per occurrence. CONSULTANT's comprehensive general liability insurance policy shall contain language substantially similar to the following clauses:

- (1) "The City of Firebaugh, its elected and appointed officials, officers, employees and agents are named as additional insureds as respects operations of the named insured performed under contract with the City of Firebaugh."
- (2) "It is agreed that any insurance maintained by the City of Firebaugh shall apply in excess of, and not contribute with insurance provided by this policy."

(b) Errors and Omissions Liability in the amount of one million dollars (\$1,000,000). CITY need not be named as an additional insured on professional errors and omissions insurance policies.

(c) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability _____ of one million dollars (\$1,000,000) per accident.

All insurance policies required by this section shall not be canceled without first giving thirty (30) days written notice to the CITY. Additionally, the policy shall specifically contain language substantially similar to the following clause:

This insurance shall not be canceled until after thirty (30) days written notice has been given to the City of Firebaugh, except for non-payment of premium, which shall be ten (10) days.

Certificates of insurance evidencing the coverages required by the clauses set forth above shall be filed with CITY prior to the effective date of this Agreement. This is a condition precedent to the formation of any obligation by CITY to compensate CONSULTANT under this Agreement.

7. Ownership of Paper and Electronic Documents

(a) All plans, studies, sketches, drawings, reports, and specifications as herein required are the property of the CITY, whether the work for which they are made be executed or not. In the event this Agreement is terminated, and at the end of the term of this Agreement, all such plans, studies, sketches, drawings, electronic documentation, reports, and specifications shall be delivered immediately to the CITY, upon CONSULTANT's receipt of final payment for services. CONSULTANT may retain one copy of each document for CONSULTANT'S records but shall have no proprietary rights to them.

(b) CONSULTANT shall have rights to the use of all plans, studies, sketches, drawings, reports, and specifications and shall retain its rights in its specifications, standard databases, computer software, and other intellectual and proprietary rights. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT. Any use by CONSULTANT of intellectual property owned by the CITY is authorized solely for this project.

(c) All materials, including but not limited to, calculations, computer files, computer software and models prepared by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and are subject to protection under copyright laws. They are not intended or represented to be suitable for reuse by the CITY or by others on extensions of the Project, updates, or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT. CITY shall defend, indemnify, and hold harmless CONSULTANT against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse including distribution of Documents by CITY to another party.

8. Inspection and Final Acceptance

CITY may inspect and accept or reject any of CONSULTANT's work under this Agreement, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submittal to CITY. CITY shall reject work by a timely written explanation; otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of the CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this Agreement.

9. CONSULTANT's Books and Records

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this Agreement. CONSULTANT shall maintain any and all ledgers, books of account, invoices; vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

10. Standard of Performance

CONSULTANT represents, that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

11. Compliance with Applicable Laws, Permits and Licenses

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable at law or in equity as a result of any failure of CONSULTANT to comply with this section.

12. Nondiscrimination

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

13. Unauthorized Aliens

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S. C. A sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by CITY.

14. Conflicts of Interest

(a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the CITY or which would in any way hinder CONSULTANT's performance of services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this Agreement.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects: Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

15. Confidential Information and Release of Information

(a) All information gained or work product produced by CONSULTANT in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY voluntarily provide declarations, letters of support; testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this Agreement, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officer, employees, agents subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder . CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition; hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

16. Continuity of Personnel

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this Agreement. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this Agreement, prior to any such performance.

17. Modification of Agreement

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

18. Waiver

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any provisions of this Agreement.

19. Governing Law and Venue

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Fresno. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in Fresno.

20. Severability

If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provisions(s).

21. Status of the CONSULTANT

The CONSULTANT shall perform the services provided for herein using CONSULTANT's own methods and practices as an independent contractor and in pursuit of CONSULTANT's independent calling. CONSULTANT is not an employee of the CITY, nor shall any employees of CONSULTANT be considered employees of the CITY, for any purpose. CONSULTANT shall be under the direction and control of CITY staff only as to the results to be accomplished.

22. Assignment and Subcontracting

(a) CONSULTANT is being retained due to its special qualifications to perform services as described in CONSULTANT's proposal. Therefore, CONSULTANT shall not assign this Agreement, any part thereof, or any compensation due thereunder.

(b) CONSULTANT shall be fully responsible to the CITY for any negligent acts and omissions of CONSULTANT's subcontractors, including persons either directly or indirectly employed by subcontractors, in the event CONSULTANT subcontracts any of the work to be performed under this Agreement. CONSULTANT's responsibility under this paragraph shall be identical to CONSULTANT's liability for negligent acts and omissions of CONSULTANT and employees of the CONSULTANT.

Nothing contained in this Agreement shall create any contractual relationship between CITY and any subcontractor of CONSULTANT, but CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to CONSULTANT's work, unless such change, omission, or addition is approved in advance in writing by the CITY. All subcontractors are subject to the prior written review and approval of the CITY.

(c) All terms, conditions, and provisions hereof shall inure to and bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

23. Notices

All notices shall be in writing and given either by personal service or delivery by the United States Postal Service, or its successor, postage prepaid to the specifically named person(s) or the holder(s) of a designated position. Notices shall become effective insofar as service is concerned on the date of personal service and five days following postmark from the United States Postal Service. Notices/communications between the parties to this Agreement may be sent to the following addresses:

CITY: Mr. Benjamin Gallegos City Manager
City of Firebaugh
1133 "P" Street
Firebaugh, CA 96322

CONSULTANT: G. Clayton Tuckfield
Principal Consultant
Tuckfield & Associates
2549 Eastbluff Drive, #450B
Newport Beach, CA 92660

24. Disputes

If a dispute should arise regarding the performance of this Agreement or compensation for work performed under this Agreement, the parties hereby agree to make good faith and reasonable attempts to settle the dispute through subsequent agreement between CONSULTANT principal and CITY. In the event that a dispute continues, CITY and CONSULTANT agree that the dispute may be submitted to mediation and/or arbitration at the option of either party. If arbitration is used, the arbitration will be conducted in accordance with the rules and procedures of the American Arbitration Association. In the event of litigation arising out of the performance of the obligations of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other litigation expenses.

25. Entire Agreement

(a) This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONSULTANT. The body of this Agreement shall supersede any discrepancy that may exist with respect to any attached exhibits or documents incorporated by reference.

(b) No oral agreement or representation by any officer, agent, or employee of either party made during or after the execution of this Agreement shall become a part of this Agreement except to the extent such oral agreement or representation is expressly reflected in this written Agreement or a written amendment to this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF FIREBAUGH

CONSULTANT

By: _____
Benjamin Gallegos, City Manager

By: _____
G. Clayton Tuckfield, Consultant

APPROVED AS TO LEGAL FORM:

By: _____

Exhibit “A”

CONSULTANT’S

Scope of Services

Task 1 – Initial Meeting and Request for Information

We will meet with City staff to discuss the project work plan, schedule, and the goals and objectives of the project. Some of the major objectives of the study to be discussed include the following:

- Identify key staff members and the point of contacts for the study
- Establish roles and responsibilities for the project and data gathering
- Identify objectives, goals, and expectations for the study
- Discuss current City Policies
- Review project schedule and set dates for meetings and deliverables

Prior to the meeting, we will submit a request for information to be gathered by City staff. The information request will include a number of items such as audits, budgets, master plans, design reports, capital improvement plans, customer billing information, debt service schedules, and several others.

Task 2 – Long Range Financial Planning

The objective of this task is to develop a five-year financial plan for the utility, projecting the revenue and revenue requirements for the study period. This task requires an assessment of the sufficiency of revenues based on the existing rates and fee schedules, the City’s ability to meet projected revenue requirements, and the determination of the level of revenue adjustments and any additional financing requirements. Specific items in the plan development include the following.

Task 2.1: Review and Summarize Billing Information

The customer billing information that is received from the City will be reviewed, analyzed, and summarized for use in the rate study. This information is requested by individual customer account so we will review the information for accuracy and reasonableness, using techniques to determine water losses and supply constraints.

Task 2.2: Review Financial Information, Policies, and Practice

The City’s policies regarding the financial, operating and capital reserves, and rate practices will be reviewed and evaluated which are essential to the long-term sustainability of the utilities.

We will make recommendations that will enhance the utility's ability to meet its financial goals. The policy recommendations will at least include the following.

- ❑ Appropriate revenue for sufficiency and rate stability
- ❑ Target reserve levels for operating and capital programs
- ❑ Annual infrastructure replacement funding from operations
- ❑ Debt service coverage to ensure strong bond ratings

Task 2.3: Develop Revenue Requirements

In this task, the annual revenue requirements of each utility will be identified and projected. Budget items and any future costs will be projected for a five-year forecast period. Costs will include at a minimum operation and maintenance expenses, future capital improvements, annual replacement, outstanding debt, use of reserves, and any transfers to/from the utility funds. Revenue requirements will be projected based on historical results, the City's current budget, and current economic trends while accounting for expected operational changes and system growth.

Task 2.4: Develop Long Range Financial Plans

A five-year cash flow will be developed to compare revenue under the existing rates to projected revenue requirements over the planning period. Revenues will be projected by developing assumptions regarding customer growth, consumption per account, total consumption, total production, and system losses while using the existing rates and charges.

Analysis of the cash flow will determine if any revenue adjustments are needed to meet the revenue requirements while recognizing the financial planning criteria developed for each fund. Several alternatives may be explored and presented to staff with the mission to minimize rate increases and rate spikes in any one year. These alternatives may evaluate the impact of planning variables such as inflation, customer growth, capital spending, reserve levels, and consumption levels.

Task 3 – Cost of Service Analyses

The cost of service phase of the study will focus on allocation of costs (revenue requirements) to customer classifications based on cost causative methodologies. The cost allocations will be developed using standards from the AWWA and WEF manuals of practice for water and wastewater utilities respectively and will incorporate the City's financial accounting practices.

Task 3.1: Analyze Customer Usage Patterns and Recommend Customer Classifications

Historical billing summaries will be reviewed and analyzed by customer classification to determine water consumption and wastewater characteristics, such as patterns of use and estimated flow and strength. The review will focus on validating current customer classifications or whether changes to the classifications are warranted.

Task 3.2: Allocate Costs to Functional Cost Components

The annual revenue requirements will be allocated to functional cost components following standards in the AWWA and WEF manuals of practice. Allocations of operation and maintenance expenses will be allocated separately from capital requirements of the system.

Task 3.3: Distribute Functional Costs to Customer Classifications

Costs that have been allocated to functional cost components are distributed to the various customer classifications on the basis of their responsibility for the service provided. Unit costs are developed for the functional cost components which are then applied to the units of service by customer class to determine their individual cost responsibility for the utility's costs.

Task 4 – Rate Structure Analysis and Rate Design

The rate structures that are selected by the utility should be responsive to the needs and philosophy of both the utility and its customers. The rate structures selected are a blend of what may be several competing objectives to accomplish the overall goals desired by the utility and general public. Through discussion with staff, our evaluations of the existing rate structures and design of new rate structures will meet the expectations of the utility and public.

Task 4.1: Perform Bill Frequency Analysis

To determine the consumption at various usage levels and blocks, we will develop and analyze usage patterns of the various customer classifications. Consumption curves and bill histograms will be prepared for the residential classifications which will assist in projecting future water consumption. This analysis will assist in understanding consumption trends while also allowing an understanding of the potential impacts on customer bills.

Task 4.2: Evaluate Rate Structures and Calculate Rates

We will evaluate the current rate schedule to validate its applicability for the City's cost structure and customer base. Alternative rate structures may be proposed to enhance the fairness and equitability among the wastewater system's users. While it is recognized that rate-making may be considered somewhat of an art, we will work within broad industry guidelines to achieve the goals and objectives desired by the City. All rate structures presented will comply with industry practices for rate setting in California.

Task 4.3: Determine Bill Impacts

The impact to customer bills is an important aspect of any rate change. We will determine the financial impacts to customers that may result from the proposed rate structure and rate change and create a series of tables and figures that show projected rate impacts on different types of customers at different levels of usage.

Task 4.4: Bill Comparison with Other Communities

Rate schedules will be gathered from other local communities for the purpose of calculating single family residential (SFR) typical bills at various levels of usage. The number of communities chosen for analysis as agreed upon with the City. Example bills will be developed using the proposed rate structure and compared with typical bills of the other communities at the same consumption. The bills will be presented in a chart(s) that allows visual inspection of how the bills change with increasing usage.

Task 5 – Report Preparation

Task 5.1: Draft (preliminary) Report

The financial plans, cost allocations, and proposed rates will be documented in a draft report. The draft report will include an executive summary highlighting the major issues, assumptions, and findings and recommendations. Sections will be included that discuss the financial plans, cost allocation methodologies, and the design of the proposed rate structures and rates.

Task 5.2: Final Report

Comments received from city council and staff will be incorporated into the final report. The final report will address issues or concerns raised by City staff and include any supporting data required.

Task 6 – Rate Adoption

Task 6.1: Proposition 218 Notices

In this task, we will assist the City in the preparation of the Proposition 218 notices, review the notices, and advise the City as necessary. To comply with Proposition 218, the notices must be sent to all property owners/customers at least 45 days prior to the public hearing. We have assisted cities and special districts throughout California with rate implementation and Proposition 218 notices.

Task 6.2: Public Hearing

This task presents the final report and recommendations to the City Council and the public. We will make a presentation at one public hearing on the adoption of the proposed rates and rate structures. We have assisted numerous agencies in California with adoption of utility rates.

RESOLUTION NO. 18-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADOPTING THE NEGATIVE DECLARATION FOR THE FRESNO COUNTY REGIONAL ACTIVE TRANSPORTATION PLAN

WHEREAS, the Fresno Council of Governments (Fresno COG) has prepared a comprehensive County-wide Active Transportation Plan that outlines the future of walking and bicycling in Fresno County; and

WHEREAS, Fresno COG is the lead agency for purposes of environmental review of the Project under the California Environmental Quality Act ("CEQA"), pursuant to Public Resources Code § 21000 et seq., and the State "Guidelines for Implementation of the California Environmental Quality Act"; and

WHEREAS, Fresno COG caused to be prepared an Initial Study in December 2017, for the adoption of the Active Transportation Plan (Project) to evaluate potentially significant environmental impacts and on the basis of that study it was determined that no significant environmental impacts would result from this Project; and

WHEREAS, on the basis of the Initial Study, a Negative Declaration has been prepared, circulated, and made available for public comment pursuant to CEQA; and

WHEREAS, Fresno COG submitted the Initial Study / Negative Declaration (IS/ND) to the State Clearinghouse and distributed it to those agencies which have jurisdiction by law with respect to the Project; posted the Notice of Intent to Adopt a Negative Declaration concerning the Project with the Fresno County Clerk and published such Notice in the *Fresno Bee* on December 1, 2017; and mailed the Notice of Intent to Adopt / Notice of Availability of a Negative Declaration to other interested parties; and

WHEREAS, the draft IS / ND with appendices and supporting information sources were duly noticed for public review and comment from December 1, 2017 to January 8, 2018, as provided by law; and

WHEREAS, a hearing concerning Fresno COG's intent to adopt a Final IS / ND was duly noticed and held on January 8th and again on January 25th, at which time any interested parties were afforded an opportunity to be heard in addition to the public review and comment period referenced above as part of the Environmental Record.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Firebaugh as follows:

1. The Council adopts the foregoing recitals as true and correct.
2. The Council finds that the IS / ND for the Project are adequate and have been completed in compliance with CEQA and the CEQA Guidelines.
3. The Council finds that it has independently reviewed and considered the Environmental Record, including the Initial Study and proposed Negative Declaration, as a final Negative Declaration, prior to adopting the final Negative Declaration.
4. On the basis of the Environmental Record as the whole record before the Council, including the Initial Study and any comments received, the Council finds, in its independent judgment and analysis, that there is no substantial evidence the Project will have a significant effect on the environment.

5. The Council approves and adopts the findings set forth herein, and the Negative Declaration, based on the Environmental Record.
6. The Council authorizes Fresno COG staff to cause a Notice of Determination concerning the adoption of the Negative Declaration for the Project to be filed in the office of the Fresno County Clerk and with the Office of Planning and Research in accordance with CEQA and State CEQA Guidelines.

This foregoing Resolution is hereby approved and adopted at a regular meeting of the City Council of the City of Firebaugh, held on the 19th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

I hereby certify that the foregoing is a full, correct and true copy of a resolution passed by the City Council of the City of Firebaugh, a Municipal Corporation of the County of Fresno, State of California, at a regular meeting held on the 19th day of March, 2018, and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

DATED: _____

Rita Lozano, Deputy City Clerk of the City of Firebaugh

RESOLUTION NO. 18-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
ADOPTING THE FRESNO COUNTY REGIONAL ACTIVE TRANSPORTATION PLAN**

WHEREAS, the Fresno County Regional Active Transportation Plan complies with the California Transportation Commission 2017 Active Transportation Program Guidelines; and

WHEREAS, the Fresno County Regional Active Transportation Plan is in compliance with the 2014 Fresno Council of Governments Regional Transportation Plan and Sustainable Communities Strategy; and

WHEREAS, the Fresno County Regional Active Transportation Plan is an implementation tool to each of Fresno COG's member agencies' General Plan Circulation Elements; and

WHEREAS, the Fresno County Regional Active Transportation Plan promotes walking and biking for transportation and recreation by all members of the community by creating a connected and complete network of trails, walkways, and bikeways that provide safe, convenient, and enjoyable connections to key destinations and neighborhoods; and

WHEREAS, the Fresno County Regional Active Transportation Plan promotes pedestrian and bicyclist safety and collision reduction; and

WHEREAS, the Fresno County Regional Active Transportation Plan will improve the accessibility of funding for pedestrian and bicycle related-related improvements for all Fresno COG member agencies; and

WHEREAS, approval of the Fresno County Regional Active Transportation Plan meets the eligibility requirements for Active Transportation Program funding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Firebaugh that it does hereby approve the Fresno County Regional Active Transportation Plan.

This foregoing Resolution is hereby approved and adopted at a regular meeting of the City Council of the City of Firebaugh, held on the 19th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

I hereby certify that the foregoing is a full, correct and true copy of a resolution passed by the City Council of the City of Firebaugh, a Municipal Corporation of the County of Fresno, State of California, at a regular meeting held on the 19th day of March, 2018, and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

DATED: _____

Rita Lozano, Deputy City Clerk of the City of Firebaugh

RESOLUTION NO. 18-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING AND AUTHORIZING NEGOTIATION AND
EXECUTION OF ALL AGREEMENTS IN BEHALF OF THE CITY FOR
PURCHASE AND LEASE OF REAL PROPERTY**

WHEREAS, the City of Firebaugh wishes to purchase certain real property located in Firebaugh, California commonly referred to as Fresno County Assessor's Parcel Numbers 008-131-08T, and 008-131-09T, 1325 O Street, Firebaugh, California 93622 ("the Property");

WHEREAS, the California Judicial Council and the County of Fresno ("Seller"), have offered to sell the Property to the City and the City Council desires to buy the Property from Seller on the terms and conditions to be negotiated; and

WHEREAS, the City desires to continue to lease portions of the Property to the County after the sale has been completed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Firebaugh hereby authorizes the City Manager, Benjamin Gallegos, to negotiate and execute all the Agreements on behalf of the City for the purchase and subsequent lease of portions of the Property.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 19th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk