

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No.17/05-15

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: May 15, 2017/6:00 p.m.

CALL TO ORDER

ROLL CALL

Mayor Brady Jenkins
Mayor Pro Tem Felipe Perez
Council Member Marcia Sablan
Council Member Elsa Lopez
Council Member Freddy Valdez

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

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

PLEDGE OF ALLEGIANCE

PRESENTATION

Presentation of "Outstanding Planning Award for Best Practices" for the Firebaugh Zoning Ordinance by Rob Terry, Section Director, American Planning Association, Central California Chapter.

PUBLIC COMMENT

CONSENT CALENDAR

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

1. **APPROVAL OF MINUTES – The City Council regular meeting on May 5, 2017.**

2. **WARRANT REGISTER – Period starting April 1, and ending on April 30, 2017.**

April 2017	General Warrants	#34929 - #35039	\$ 255,483.33
	Payroll Warrants	#68106 - #68205	\$ 173,422.44
TOTAL			\$ 428,905.77

ADMINISTRATIVE REPORTS

3. **Administrative Report – FY 2017/18 Streets Fund Budgets – Preliminary Presentation.**

Finance Director Pio Martin: Preliminary General Fund Budgets enclosed.

SUCCESSOR AGENCY

4. **RESOLUTION NO. 17-20 - A RESOLUTION OF THE SUCCESSOR AGENCY TO CITY OF FIREBAUGH REDEVELOPMENT AGENCY RECOMMENDING A PURCHASE OFFER TO THE OVERSIGHT BOARD FOR 1185 N STREET.**

Recommended Action: Council receives public comment & approves Res. No. 17-20.

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

5. REAL ESTATE NEGOTIATION – Pursuant to Government Code Section #54956.8.

Re: APN's # 008-131-08 & 008-130-09 Designative Rep. City Negotiator: Ben Gallegos

Re: APN's # 007-062-19 & 007-062-23 Designative Rep. City Negotiator: Ben Gallegos

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, May 11, 2017 at 5:00 p.m. by Rita Lozano Deputy City Clerk.

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh Vol. No. 17/05-01

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

Date/Time: May 1, 2017/6:00 p.m.

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

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

ABSENT:

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

PLEDGE OF ALLEGIANCE Council Member Valdez led pledge of Allegiance.

PUBLIC COMMENT

Math Teacher of FHS Maria Gonzalez, request the use of the Community Center at a lower rental fee on May 5th, to hold a four hour Spanish dance event for students. Acting City Manager Gallegos stated he met with Mrs. Gonzalez, offered a reduced rental rate and advised the insurance could not be waived per RMA requirements. Staff will have an event at the center during the day and there is an event on Saturday, so the janitor will be called back to work before midnight to make sure the center is cleaned for the next event. Council asked, if this is a school dance for the student, why is it not being held at a school facility? Police Department inquired about the security for this event, and suggested school staff members verify the attendees are FHS students by checking ASB cards, and police department will patrol the event by making random visits. City Attorney Boranian informed this is not an action item listed on the agenda, so council direct Acting City Manager to proceed and move forward with his recommendation.

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council regular meeting on April 17, 2017.

Motion approve minutes by Council Member Sablan, second by Council Member Valdez; motion pass by 5-0 vote.

NEW BUSINESS

2. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO APPOINT PLANNING COMMISSIONERS:

Motion to approve and appoint the current Planning Commissioners Mark Fickett (2021), Jack Minnite (2020) and Ivan Garcia (2020) with their staggered terms by Council Member Valdez, second by Council Member Sablan; motion pass by 5-0 vote.

Motion to appoint new Planning Commissioner via lottery system, first two names picked to serve on the vacant Planning Commissioners positions & the second picked names to serve as alternates by Council Member Sablan, second by Council Member Lopez; motion passes by 5-0 vote.

Motion to accept selection results of the lottery system and appointing Matt Diedrich and Dennis Vasquez to serve as Planning Commissioners, with Silvia Renteria and Pat Ward to serve as alternates by Council Member Sablan, second Council Member Valdez; motion passed by 5-0 vote.

ADMINISTRATIVE REPORTS

3. Administrative Report – FY 2017/18 Enterprise Fund Budgets – Preliminary Presentation.

Finance Director Pio Martin provided a preliminary presentation of the Enterprise Fund Budgets.

SUCCESSOR AGENCY: None

STAFF REPORTS

- **Police Chief, Sal Raygoza** – There has been some auto thefts recently, thanked Ben & staff for helping in preparing the softball field, teams from Mendota will play against our teams. Code enforcement have issued notices & violations, so Council may receive complaints, the fine is \$100 each. Followed up on the Fire damage (Rebecchi's), they are hoping to have it clean-up within these next two weeks, the holdup was with PG&E on service lines (gas & electric). Police Department has been receiving presentation request but we have been having trouble scheduling dates. Cameras are being fixed regarding the antennas, but IT is still working on the locations of the cameras and we are still seeking grant funding to purchase more cameras and updating others.
- **Fire Chief, John Borboa** – Very busy with fires all weekend. May 6th is the Fireman's Dinner Dance, plan to purchase the new Fire truck will discuss during budget presentation on funding.
- **Finance Director, Pio Martin** – Looking into getting credit card services at City Hall, the biggest question is who will pay the additional cost? Will the City pay for it or will it be past to the customers. The machine purchase is about \$250, but the transaction fee is about 2% of the transaction amount. Attorney recommends the customer pay the additional charges to avoid gifting of city funds.
- **Public Works Director, Ben Gallegos** – Zoning Ordinance received an award. Met at Senator Canellas' office is Sacramento regarding courthouse along with reps from Parlier and Huron. Been receiving a lot of calls regarding cannabis grow, not dispensaries, just cultivation, proposed business could employ about 200 people to create products for cars, perfume, pills, among other items and a bid was offered in an industrial area. Rita & Isabel are working on a package to present at the Vegas trip, hoping to setup appointments, if there is interest, we may stay another day. Clean-up event was successful, a lot of participation from residents, Proteus workers wouldn't keep up. There is a new food recycling program required by law, which will be implemented, along with new recycling mattress program. Pio will add information on the website. Working on the Senior Center Rehab & with Dollar General. Staff Appreciation Day May 5th, City Hall will be closed at noon. New sink hole in a resident's backyard, a contractor on site completed a temporary emergency repair but will be back.
- **City Attorney, Meggin Boranian** – The Police Chief & I will meet with county staff regarding the courthouse on May 20th at 9:00 am.
- **Council Member Lopez** – Inquired about Attorney's billing process & if the City is considering RFP for the CPA.
- **Council Member Valdez** – Attending Recreation summit May 11th. Brady, Freddy & Ben attended Legislation Day and will attend Las Vegas event May 21-23 to recruit businesses.
- **Council Member Sablan** - Asked for update on bleachers at Baseball field. Material was received & project to finish soon.
- **Council Member Jenkins** – COG changed procedure, so any Council Member can attend, but you must submit Form 700 to COG for the committees you serve there. Meeting with Senator Vidak, he no longer represents us but is still willing to speak on our behalf. West Hills will place portable classrooms before re-building the campus.

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

Motion to enter closed session at 7:44 pm, by Council Member Valdez, second by Council Member Sablan, motion pass by 5-0 vote.

CLOSED SESSION

4. REAL ESTATE NEGOTIATION – Pursuant to Government Code Section #54956.8.

Re: APN # 007-062-19

Designative Rep. City Negotiator: Ben Gallegos

Motion to enter closed session at 8:06 pm, by Council Member Valdez, second by Council Member Sablan, motion pass by 5-0 vote.

ANNOUNCEMENT AFTER CLOSED SESSION: No Action Taken

ADJOURNMENT - *Motion to adjourn by Councilmember Valdez, second by Councilmember Sablan; motion passes by 5-0 vote at 8:07 p.m.*



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: May 15, 2017

SUBJECT: Warrant Register Dated: April 1, 2017 – April 30, 2017

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:

APRIL 01, 2017 – APRIL 30, 2017

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	# 34929 – #35039	<u>\$ 255,483.33</u>
PAYROLL WARRANTS.....	# 68144 – #68205	<u>\$ 173,422.44</u>
TOTAL WARRANTS.....		\$ 428,905.77

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2017 - APRIL 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
34929	4/4/2017	U.S. POSTMASTER	\$ 777.86	UTILITY BILLING APRIL 2017
34930	4/7/2017	AT&T	\$ 109.66	ALL DEPTS INTERNET #93910
			\$ 593.91	TELEPHONE DEPTS #93910120
			\$ 499.81	PD INTERNET #9391012020
		Check Total:	\$ 1,203.38	
34931	4/7/2017	BIG G'S AUTOMOTIVE CENTER	\$ 129.56	PD#8-REPAIR
			\$ 141.42	PD#11-PADS/KIT
		Check Total:	\$ 270.98	
34932	4/7/2017	CACEO	\$ 115.00	CODE ENFORCEMENT TRAINING
34933	4/7/2017	CVR & ASSOCIATES, INC.	\$ 3,466.35	BLDG & INSPEC INSPECTION
34934	4/7/2017	CARLOS DIAZ	\$ 150.00	A/F HALL CLEANING DEPOSIT
34935	4/7/2017	FIREBAUGH HARDWARE COMI	\$ 9.72	ROLLER COVER POLY-FOAM
			\$ 4.32	PD FENCE-NAILS
			\$ 122.06	SEWER REPAIR ON ZOZAYA
			\$ 6.47	EMERGENCY SEWER REPAIR
		Check Total:	\$ 142.57	
34936	4/7/2017	FRESNO POLICE CHIEF'S FOU	\$ 27.00	MAGEC GANG SUMMIT 2017
34937	4/7/2017	GRAINGER, INC.	\$ 51.65	PW-VOLTAGE DETECTOR
34938	4/7/2017	HOME DEPOT CREDIT SERVICE	\$ 1,340.94	DEPT SUPPLIES-PD/CHAMBER/
			\$ (10.70)	CREDIT ON ACCOUNT
		Check Total:	\$ 1,330.24	
34939	4/7/2017	JUDICIAL DATA SYS. CORP.	\$ 100.00	POLICE PARKING VIOLATION
34940	4/7/2017	RODDY A. LAKE	\$ 300.65	POLICE HEALTH INS
34941	4/7/2017	LEAGUE OF CALIF. CITIES	\$ 25.00	GEN. MEMBERSHIP MEETING
34942	4/7/2017	ELSA LOPEZ	\$ 1,081.61	POLICE HEALTH INS
34943	4/7/2017	MANUEL'S SMALL ENGINE REF	\$ 238.56	PW-CHAIN SAW/HEDGE TRIMMER
			\$ (12.17)	CREDIT
		Check Total:	\$ 226.39	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2017 - APRIL 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
34944	4/7/2017	MEGGIN BORANIAN	\$ 6,500.00	MONTHLY RETAINER FOR APRIL
34945	4/7/2017	MID-VALLEY DISPOSAL	\$ 63.98	1800 HELM CANAL RD
			\$ 27,498.58	SERVICES PERFORMED
		Check Total:	\$ 27,562.56	
34946	4/7/2017	CALIF PUBLIC EMPLOYEES RE	\$ 6,460.98	ANNUAL UNFUNDED ACCRUED
			\$ 10,932.15	ANNUAL UNFUNDED ACCRUED
			\$ 0.37	ANNUAL UNFUNDED ACCRUED
		Check Total:	\$ 17,393.50	
34947	4/7/2017	PEREZ SMOG & LUBE	\$ 50.00	PW#36 SMOG
34948	4/7/2017	SPARKLETTES	\$ 84.67	CITY HALL/SENIOR CENTER
34949	4/7/2017	STAPLES BUSINESS ADVANTAGE	\$ 551.89	PD-CHAIRS FOR DISPATCHERS
			\$ 34.95	PD-VINYL BINDER
		Check Total:	\$ 586.84	
34950	4/7/2017	SUGAR LAINE PRODUCTIONS	\$ 1,275.00	MIDNIGHT RUN DEPOSIT CANT
34951	4/7/2017	U.S. BANK EQUIPMENT FINAN	\$ 441.50	RNT/LEASE EQUIP 3/20/17-
34952	4/7/2017	VALLEY NETWORK SOLUTION	\$ 992.50	MONITORING FOR MAY 2017
34953	4/7/2017	WEBSTAURANT STORE	\$ 770.43	SENIOR CENTER-KITCHEN SUP
34954	4/7/2017	MARIA G ALANIZ	\$ 6.07	MQ CUSTOMER REFUND
34955	4/7/2017	KRISTA BUSCH	\$ 76.64	MQ CUSTOMER REFUND
34956	4/7/2017	CECILIA ECHEVESTE	\$ 89.41	MQ CUSTOMER REFUND
34957	4/7/2017	HANSEN FARMS	\$ 76.59	MQ CUSTOMER REFUND
34958	4/7/2017	LLC. TRES LAGUNAS	\$ 6.89	MQ CUSTOMER REFUND
34959	4/11/2017	CITY OF FIREBAUGH	\$ 88,867.99	UNITED SEC BANK-PAYROLL
34960	4/12/2017	FRESNO COUNTY TREASURER	\$ 495.00	FOOD FACILITY PLAN CHECK-

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2017 - APRIL 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
34961	4/21/2017	ADAMS ASHBY GROUP, LLC	\$ 1,870.00	GENERAL ADMINISTRATION-15
			<u>\$ 1,440.00</u>	LABOR COMPLIANCE-15-CDBG-
		Check Total:	\$ 3,310.00	
34962	4/21/2017	AGRI-VALLEY IRRIGATION	\$ 1.77	SCOUT PARK-COUPPLING/NIPPL
			\$ 36.64	MALDONADO PARK-CEMENT
			\$ 24.11	DUNKLE PARK-SOLENOID
			\$ 3.18	HWY 33-ADA[TER MALE SCHED
			\$ 327.79	8TH & 7TH METER-VALVE BOX
			\$ 21.35	583 P ST LEAK-ADAPTER/ELB
			\$ 337.92	PIPE ALUMINUM/RANIWAY
			\$ 5.54	TOOLS #37-HOSE CUTTER COM
			\$ 8.31	TRUCK#17-GLOVES ATLAS
			\$ 45.86	TRUCK #15-HAND PUMP
			<u>\$ 25.34</u>	MALDE ADAPTER/REDUCER
		Check Total:	\$ 837.81	
34963	4/21/2017	ANTHONY'S SHOP	\$ 524.35	NEW REPLACEMENT STARTERS
34964	4/21/2017	AUTOZONE COMMERCIAL (137	\$ 53.97	FD-OIL PRESSURE/VOLTMETER
			\$ 7.21	FD-NOVITA 40A
			\$ (7.21)	FD-NOVITA CREDIT ON ACCT
			\$ 118.76	PW#7-DURALAST
			\$ 31.30	PD#10-DURALAST
			\$ 31.30	PD#10-DURALAST
			\$ 41.67	PW#36-BOOST CABLE
			\$ 8.99	SHOP SUPPLIES-AIR FLOW
			\$ 17.96	SHOP SUPPLY-HAND CLEANER
			\$ 239.68	PD-BATTERY
			\$ (119.84)	PD-BATTERY
			\$ (117.68)	PD-BATTERY
			\$ 11.69	SHOP TOOLS-FUNNEL
			<u>\$ 43.18</u>	FD-SIDE VIEW MIRROR
		Check Total:	\$ 360.98	
34965	4/21/2017	BACKFLOW DISTRIBUTORS, IN	\$ 205.44	WATER SUPPLY EQUIPMENT
			<u>\$ 36.51</u>	RELIEF VALVE SEAL RETAINER
		Check Total:	\$ 241.95	
34966	4/21/2017	JOHN BORBOA	\$ 1,666.66	FIRE OTHER SERVICES APRIL

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2017 - APRIL 30, 2017

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
34967	4/21/2017	BSK & ASSOCIATES, INC.	\$ 37.50	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 218.78	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 70.00	LAB ANALYSIS
			\$ 337.50	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 255.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 87.50	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 22.50	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 109.39	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 67.50	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			<u>\$ 218.78</u>	LAB ANALYSIS
		Check Total:	\$ 1,955.79	
34968	4/21/2017	C&C DOOR SERVICE COMPANY	\$ 590.00	FD-INSTALL NEW WIRE
34969	4/21/2017	CALIFORNIA BUILDING STAND	\$ 45.90	BUILDING STANDARDS FEE
34970	4/21/2017	CED-FRESNO	\$ 388.71	WASTEWATER-PLMU 11
34971	4/21/2017	CITY OF FRESNO - POLICE D	\$ 140.00	PD-DETECTIVE SCHOOL
34972	4/21/2017	COLLINS & SCHOETTLER	\$ 11,306.78	LAS DELTAS WATER PROJECT
			<u>\$ 2,640.00</u>	PLANNING CONSULTING FEB
		Check Total:	\$ 13,946.78	
34973	4/21/2017	CORELOGIC SOLUTIONS, LLC.	\$ 150.00	REALQUEST MARCH 2017
34974	4/21/2017	D'S CAR WASH	\$ 20.00	POLICE UNIT#2 CAR WASH
			<u>\$ 20.00</u>	POLICE UNIT CAR WASH
		Check Total:	\$ 40.00	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2017 - APRIL 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
34975	4/21/2017	DEPT. OF TRANSPORTATION	\$ 115.31	STS & RDS SIGNS, SIGNALS
			<u>\$ 589.58</u>	STS & RDS SIGNS, SIGNALS
		Check Total:	\$ 704.89	
34976	4/21/2017	DEPT. OF CONSERVATION	\$ 122.02	BLDG & INSPEC OTHER COST
34977	4/21/2017	DEPARTMENT OF JUSTICE	\$ 170.00	FINGERPRINTS MARCH 2017
			<u>\$ 105.00</u>	BLOOD ALCOHOL ANALYSIS
		Check Total:	\$ 275.00	
34978	4/21/2017	DISH	\$ 50.30	SENIOR CENTER CABLE
34979	4/21/2017	CARLOS D. DURAN	\$ 2,400.00	MUSIC CONTRACT CANTALOUPE
34980	4/21/2017	FERGUSON ENTERPRISES, INC	\$ 408.02	PW-PARTS
			<u>\$ 915.61</u>	PW-PARTS
		Check Total:	\$ 1,323.63	
34981	4/21/2017	FIREBAUGH AUTO REPAIR	\$ 10.00	PW TRUCK#39-WINDSHIELD
			<u>\$ 10.00</u>	2-WINDSHIELDS WIPERS
		Check Total:	\$ 20.00	
34982	4/21/2017	FIRST BANKCARD	\$ 194.34	FD-AMAZON WIRELESS PRINTER
			\$ 36.00	PD-GAS OFFICER VACA MEETING
			\$ 179.88	PW-ACROBAT PRO DC
			\$ 48.46	FD-AMAZON TONER
			\$ 16.67	PD-SETTLEMENTONE SCREENING
			\$ 90.67	PD-COSTCO K9 DOG FOOD
			\$ 45.00	PD-MAGDA MARTINEZ TRAINING
			\$ 118.94	PD-NEW PATROL VEHICLE
			\$ 3,288.38	PW-CRESCO ICE MACHINE A/F
			\$ 24.35	PW-FIREBAUGH RESTAURANT
			\$ 375.00	PW-LEAGUE OF CITIES FREDDY
			\$ (195.00)	PW-LEAGUE OF CITIES CREDIT
			\$ 101.73	PW- SUBWAY ALL DEPT TRAIN
			\$ 39.00	PW-OVERLIMIT FEE
			\$ 150.00	PW-SUNCOAST LEARNING SYSTEM
			\$ 40.01	PD-CHEVRON MEETING
			\$ 32.65	PD-CHEVRON OFFICER VACA
			\$ 195.00	PW-LEAGUE OF CITIES COUNCIL
			\$ 375.00	PW-LEAGUE OF CITIES FELIPE
			\$ 195.00	PW-LEAGUE OF CITIES COUNC

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2017 - APRIL 30, 2017

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
34982	4/21/2017	FIRST BANKCARD	\$ 195.00	PW-LEAGUE OF CITIES COUNCIL
			\$ 90.00	PW-SAN JOAQUIN VALLEY SUM
			\$ 41.13	PW-SUBWAY ALL DEPT TRAINI
		Check Total:	\$ 5,677.21	
34983	4/21/2017	FRESNO COUNTY TREASURER	\$ 163.08	ACCESS FEES CONTRACT MARCH
			\$ 48.00	17-PRISONER PROCESSING
		Check Total:	\$ 211.08	
34984	4/21/2017	FRESNO COUNTY AUDITOR'S C	\$ 100.00	POLICE PARKING VIOLATION
34985	4/21/2017	FRESNO CITY COLLEGE	\$ 312.00	PD-TRAFFIC 3/20-3/24/17 T
34986	4/21/2017	FRESNO OXYGEN	\$ 48.36	SHOP-SUPPLIES
34987	4/21/2017	GALLS, LLC	\$ 1,109.44	PD-EQUIPMENT
34988	4/21/2017	CECILIA GALLEGOS	\$ 150.00	A/F HALL CLEANING DEPOSIT
34989	4/21/2017	G&K SERVICES, INC.	\$ 79.95	PW-PORT CHALLENGER JACKET
			\$ 15.59	CITY HALL
			\$ 87.80	CIITY SHOP
			\$ 25.19	COMMUNITY CENTER
			\$ 12.59	WASTE WATER FACILITY
			\$ 28.86	SENIOR CENTER
			\$ 15.59	CITY HALL
			\$ 73.82	CITY SHOP
			\$ 18.39	COMMUNITY CENTER
			\$ 11.79	WASTEWATER FACILITY
			\$ 23.26	SENIOR CENTER
			\$ 15.59	CITY HALL
			\$ 87.80	CITY SHOP
			\$ 18.39	COMMUNITY CENTER
			\$ 11.79	WASTE WATER FACILITY
			\$ 23.26	SENIOR CENTER
			\$ 15.59	CITY HALL
			\$ 87.80	CITY SHOP
			\$ 18.39	COMMUNITY CENTER
			\$ 11.79	WASTE WATER FACILITY
			\$ 23.26	SENIOR CENTER
		Check Total:	\$ 706.49	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2017 - APRIL 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
34990	4/21/2017	JOSE FRED GOMEZ	\$ 1,400.00	MISC. REPAIRS FOR FEBRUARY
34991	4/21/2017	GOUVEIA ENGINEERING, INC.	\$ 60.38	725.01 PUBLIC WORKS
			\$ 11,921.25	730.07 SRF WWTP IMPROVEMENT
			\$ 141.75	740.01 WATER GENERAL
			\$ 4,051.25	740.05-4 TASK 4 PS&E LAS
			\$ 742.88	740.09 III CDBG WATER MAINT.
			\$ 2,757.56	740.11 SGMA
			\$ 461.50	745.02 HWY 33 BEAUTIFICATION
			\$ 453.75	745.10C CML-5224(015) POSO
			\$ 463.75	745.19C CML-5224(019)PEDE
			\$ 1,266.56	745.21C RIVERLANE/CARDELLA
			\$ 2,174.81	745.22 TRAIL REHAB/PED
			\$ 1,459.50	785.16 DOLLAR GENERAL
		Check Total:	\$ 25,954.94	
34992	4/21/2017	GUTHRIE PETROLEUM, INC.	\$ 978.30	BULK UNLEADED GASOLINE
			\$ 956.06	BULK UNLEADED GASOLINE
			\$ 1,059.14	BULK DIESEL FUEL
			\$ 1,085.04	BULK UNLEADED GASOLINE
			\$ 118.72	BULK DIESEL FUEL
			\$ 470.62	BULK UNLEADED GASOLINE
		Check Total:	\$ 4,667.88	
34993	4/21/2017	HARDWARE DISTRIBUTION	\$ 464.18	10' TELSPAR SIGN POST
34994	4/21/2017	JAMES G. PALMER APPRAISAL	\$ 550.00	MALDONADO PARK APPRAISAL
34995	4/21/2017	JO STUDIOS	\$ 1,080.00	DEPOSIT FOR ENTERTAINMENT
34996	4/21/2017	DIANA LOPEZ	\$ 150.00	DUNKLE PARK ENCLOSED AREA
34997	4/21/2017	MANUELS TIRE SERVICE, INC	\$ 159.74	PW-RADIAL PATCH
			\$ 752.01	PW-SENSOR VALVE STEM
			\$ 16.26	PW#3-VALVE STEM
			\$ 396.31	PD-VALVE STEM EAGLE SPORT
		Check Total:	\$ 1,324.32	
34998	4/21/2017	MID-VALLEY DISPOSAL	\$ 312.00	WATER TREATMENT PLANT
34999	4/21/2017	MIGUEL'S PLUMBING SERVICE	\$ 300.00	RAN SEWER MACHINE THROUGH

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2017 - APRIL 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
35000	4/21/2017	MUNICIPAL MAINTENANCE	\$ 186.76	REPAIR SEWER MACHINE-BALL
			<u>\$ 3,254.65</u>	CLEAN SEWER LINE
		Check Total:	\$ 3,441.41	
35001	4/21/2017	OCCUPATIONAL HEALTH CNTI	\$ 106.00	CHRISTOPHER GUTIERREZ
35002	4/21/2017	PACIFIC GAS & ELECTRIC	\$ 12.87	FIRE DEPT #3228327255-0
			<u>\$ 38,787.17</u>	ALL DEPTS #7355932148-1
		Check Total:	\$ 38,800.04	
35003	4/21/2017	PECK'S PRINTERY	\$ 1,187.73	PD-3 PART CITATION
35004	4/21/2017	PEREZ SMOG & LUBE	\$ 50.00	PD#1-SMOG TEST
			\$ 50.00	PD#4-SMOG TEST
			<u>\$ 45.00</u>	PW#32-SMOG TEST
		Check Total:	\$ 145.00	
35005	4/21/2017	RENO'S MEGA MART	\$ 44.00	PD VEHICLE-GASOLINE FUEL
			\$ 45.47	PD UNIT#14-GASOLINE FUEL
			\$ 15.51	PW- MOWERS GASOLINE FUEL
			\$ 37.00	PD F015-GASOLINE FUEL
			\$ 49.00	PD F050-GASOLINE FUEL
			\$ 31.24	PD F050 GASOLINE FUEL
			\$ 64.76	PD VEHICLE-GASOLINE FUEL
			\$ 44.21	PD F050-GASOLINE FUEL
			\$ 50.02	PD F039-GASOLINE FUEL
			\$ 33.20	PD VEHICLE-GASOLINE FUEL
			<u>\$ 27.96</u>	PW#11-PROPANE FUEL
		Check Total:	\$ 442.37	
35006	4/21/2017	DIANA MALDONADO RODRIGU	\$ 150.00	ENCLOSED AREA CLEANING DEP
35007	4/21/2017	RSG, INC.	\$ 2,672.50	FY2016-17 SUCCESOR AGENCY
35008	4/21/2017	SAN JOAQUIN VALLEY	\$ 38.00	BACK UP GENERATOR-17/18 A
			<u>\$ 129.00</u>	17/18 ANNUAL PERMITS TO O
		Check Total:	\$ 167.00	
35009	4/21/2017	SHAPE, INC.	\$ 97.00	LABOR/HYDRAULIC END
35010	4/21/2017	ADRIANA SOSA	\$ 150.00	ENCLOSED AREA CLEANING DEP

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2017 - APRIL 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
35011	4/21/2017	SPARKLETTS	\$ 101.65	POLICE DEPARTMENT
35012	4/21/2017	SWRCB ACCOUNTING OFFICE	\$ 8,247.00	WATER SYSTEM FEES FOR 7/1
35013	4/21/2017	TECH MASTER MANAGEMENT	\$ 40.00	POLICE DEPARTMENT
35014	4/21/2017	TELSTAR	\$ 3,513.00	WTP-FIELD REPORTS 2/28/17
			\$ 3,901.00	REPLACE THE ABB VFD AT PU
		Check Total:	\$ 7,414.00	
35015	4/21/2017	THOMASON TRACTOR COMPA	\$ 19.37	PARKS-BLADE FOR EDGER
			\$ 32.38	AUTOCUT
			\$ 28.40	WEED EATER-ROPE
			\$ 845.55	OIL/OIL GALLON/CHAIN SAW
			\$ 32.38	AUTOCUT
			\$ 51.31	LAWN EQUIPMENT-OIL
		Check Total:	\$ 1,009.39	
35016	4/21/2017	TIFCO INDUSTRIES	\$ 205.44	PW-PARTS
35017	4/21/2017	TORO PETROLEUM CORP.	\$ 233.89	BULK GASOLINE
35018	4/21/2017	VALLEY NETWORK SOLUTION	\$ 131.25	PD-SUPPORT SERVICES
			\$ 787.50	EXTERNAL MAIL ACCESSIBILITY
		Check Total:	\$ 918.75	
35019	4/21/2017	VERIZON WIRELESS	\$ 624.83	MARCH 2017 ALL DEPTS
35020	4/21/2017	WESTAMERICA BANK	\$ 300.00	FOOD ALLOWANCE SENIOR
35021	4/21/2017	ZEE MEDICAL SERVICE CO.	\$ 96.15	PUBLIC WORKS
			\$ 75.40	CITY HALL
		Check Total:	\$ 171.55	
35022	4/25/2017	CITY OF FIREBAUGH	\$ 84,554.45	UNITED SEC BANK-PAYROLL
35023	4/27/2017	CITY OF FIREBAUGH	\$ 36,006.38	UNITED SEC BANK-P/R A/C -
35024	4/28/2017	AT&T	\$ 201.91	WATER OPER TELEPHONE
35025	4/28/2017	CALIFORNIA SOCIETY OF	\$ 110.00	2017 DUES RENEWALS JAN201

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS APRIL 1, 2017 - APRIL 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
35026	4/28/2017	CNA SURETY	\$ 3,214.30	WESTERN VALLEY INSURANCE-
35027	4/28/2017	CORBIN WILLITS SYSTEMS	\$ 1,020.18	ADMINISTRATION C/W SERVICE
35028	4/28/2017	ESAFETY SUPPLIES, INC.	\$ 201.15	RAVEN NITRILE GLOVES L &X
35029	4/28/2017	MARIA GUTIERREZ	\$ 150.00	A/F HALL CLEANING DEPOSIT
35030	4/28/2017	THE J.P. COOKE CO.	\$ 96.23	ANIMAL TAGS 2017-18 FY
35031	4/28/2017	LEAGUE OF CALIF. CITIES	\$ 50.00	DIVISION MEETING 4/13/17-
35032	4/28/2017	LOZANO SMITH, LLP	\$ 96.00	SUCCESSOR AGENCY LEGAL SE
35033	4/28/2017	NexGen K9	\$ 1,050.00	K-9 UNIT MAINTENANCE
35034	4/28/2017	PARDINI'S	\$ 761.22	STAFF APPRECIATION LUNCH
35035	4/28/2017	QUILL CORPORATION	\$ 626.20	SENIOR CENTER-CHAIR/CABIN
			\$ 345.50	SENIOR CENTER FOLD TABLE
			\$ (172.75)	SENIOR CENTER CREDIT NO T
			\$ 151.12	SENIOR CENTER CHAIR
			\$ 143.71	JANITORIAL SUPPLIES COMM
			\$ 172.75	SENIOR CENTER-FOLD TABLE
			\$ (172.75)	SENIOR CENTER CREDIT
			\$ 3.07	COMM CTR-BOTTLE TRIGGER
			\$ 201.82	OFFICE SUPPLIES CITY HALL
			\$ 32.38	OFFICE SUPPLIES-CARDSTOCK
		Check Total:	\$ 1,331.05	
35036	4/28/2017	RAIN FOR RENT	\$ 4,856.69	EMERGENCY SEWER LINE REPAIR
35037	4/28/2017	SHAUN RAMIREZ	\$ 150.00	A/F HALL CANCELLATION
35038	4/28/2017	ERIN RIPPEE	\$ 155.00	DUNKLE PARK CANCELLATION
35039	4/28/2017	SPARKLETTS	\$ 29.76	PUBLIC WORKS/SHOP
			\$ 88.96	CITY HALL/SENIOR CENTER
		Check Total:	\$ 118.72	



TO: Mayor Brady Jenkins and Council Members
FROM: Pio Martin, Finance Director
DATE: May 15, 2017
SUBJECT: Street Funds Preliminary Budgets;

Presentation of Street Funds Preliminary Budgets

➤ Street Revenue and Expense

- Line Item 3655 Loan Repayment, State will reimburse Cities for the next three fiscal years for funds borrowed by the State general fund from Highway Users Tax fund.
- New Fund 013 Road Maintenance & Rehabilitation Account (RMRA). This money is from SB1, distribution of funds to begin December 2017.
- Transportation Development Act (TDA) Fund 028, Street department will be repaving, curb and gutter on Q Street from "P" Street to 15th Street. This project is estimated to cost \$460,000 fund 028 will fund \$231,914 of this project. Of the \$231,914, \$95,529 will come from reserve funds. This project will be shared with Fund 035 Measure C.
- Measure C Fund 035, Street department will be repaving, curb and gutter on Q Street from "P" Street to 15th Street. This project is estimated to cost \$460,000 fund 035 will fund \$228,086 of this project. Of the \$228,086, \$95,529 will come from reserve funds. This project will be shared with Fund 028 Transportation Development Act (TDA).
- 8th Street Reconstruction, application will be submitted to Council of Fresno County Governments Regional Surface Transportation Program (RSTP) for \$800,000. The project will reconstruct 8th Street from Highway 33 to P Street.

Fund	Revenue	Salaries	Operation Expense	Net Revenue
Streets Funds	1,552,079	181,892	1,405,014	(34,826)

Street Department Budgets

Gas Tax (Highway Users Tax) Fund 012

Road Maintenance & Rehabilitation Account (RMRA) Fund 013

Local Transportation (LFT) Fund 025

Transportation Development Act (TDA) Fund 028

Measure C-1 Fund 033

Measure C - 2 Fund 034

Measure C - 3 Fund 035

Gas Tax (Highway Users Tax) Fund 067

8th Street

Street Revenues and Expense Total Summary

<u>Revenue</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
3301	Interest Income	689	905	-	685
3601	LTF Article VIII (Sts & Rds)	475,407	399,000	429,812	512,605
3602	LTF Article III	4,861	5,584	5,781	5,748
3650	Gas Tax (Huta 2103)	73,291	18,866	22,052	32,647
3651	Gas Tax (2105)	47,501	48,585	29,901	47,393
3652	Gas Tax (2106)	27,059	28,515	22,135	33,424
3653	Gas Tax (2107)	57,561	67,468	38,797	61,225
3654	Gas Tax (2107.5)	2,667	2,000	2,000	2,000
3655	Loan Repayment (Fy17-18 Thru Fy19-20)	-	-	-	9,330
3656	Road Maintenance Rehab (Sb1 Beall) 8TH Street	-	-	-	47,022
		-	-	-	800,000
	Total Revenue	689,034	570,923	550,476	1,552,079
	Percentage Increase / - Decrease	-81.34%	-6.75%		63.22%
	Dollar Amount Increase / (Decrease)	(3,004,221)	(41,318)		981,156

<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
1000	Salaries	119,412	99,949	87,167	104,068
1002	Wages/Other	575	6,167	4,663	5,857
1005	Overtime	597	-	245	310
1010	Fica	8,783	8,175	6,212	8,433
1011	Health Ins	29,516	27,026	21,129	26,440
1013	Pers Retirement	26,708	18,624	12,047	15,756
1014	St Unemployment	430	-	-	-
1015	Workers Comp	9,548	8,776	10,064	14,530
1022	Unfunded Liability	2,422	8,260	7,082	6,498
	Total Salaries	198,179	176,977	148,610	181,892
	Percentage Increase / - Decrease	-78.69%	-6.58%		2.70%
	Dollar Amount Increase / (Decrease)	(731,959)	(12,463)		4,915

<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
2013	Dist Gas, Oil, Lube	10,516	10,000	5,770	8,000
2014	Tires, Batt, Ac	321	350	-	350
2015	Traffic Signs, Signals & Accessories	4,488	3,500	6,396	6,500
2502	Insurance	5,282	5,327	5,238	5,369
2503	Dues/Fees	67	-	949	975
2523	Telephone	427	700	479	620
2526	Electricity/Gas	81,366	78,500	76,807	93,000
2532	Miscellaneous	16	-	-	-
3001	Small Tools	600	1,500	252	700
3002	Rent/Lease Equipment	47	500	-	500
3012	Repair Equipment	2,549	2,500	244	2,000
3013	Repair Facility	42	-	-	-
3506	Dist Engineering	27,467	26,500	1,336	20,500
3515	Comp Service Agreement	33	-	-	-
5002	Equipment	8,707	-	-	-
5005	Computer	1,541	-	-	-
5035	Dist Vehicle/Equipment	-	-	-	-
7000	Transfer Out	3,004	-	-	-
	Total Expenses	220,395	448,674	371,004	1,405,014
	Percentage Increase / - Decrease	-92.32%	112.42%		68.07%
	Dollar Amount Increase / (Decrease)	(2,647,552)	237,454		956,340
	Total Salaries and Expenses	418,574	625,651	519,614	1,586,905
	Percentage Increase / - Decrease	-88.98%	56.16%		60.57%
	Dollar Amount Increase / (Decrease)	(3,379,510)	224,991		961,254
	Total Net	270,460	(54,728)	30,862	(34,826)
	Percentage Increase / - Decrease	-358.00%	-125.87%		-57.14%
	Dollar Amount Increase / (Decrease)	375,290	(266,308)		19,902

Gas Tax (2105)
Fund 012 Department 4090

<u>Revenue</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
3301	Interest Income	144	135	-	
3651	Gas Tax (2105)	47,501	48,585	29,901	47,393
3652	Gas Tax (2106)	27,059	28,515	22,135	33,424
3653	Gas Tax (2107)	57,561	67,468	38,797	61,225
3654	Gas Tax (2107.5)	2,667	2,000	2,000	2,000
3655	Loan Repayment (FY17-18 THRU FY19-20)	-	-	-	9,330
Total Revenue		134,931	146,703	92,832	153,372
Percentage Increase / - Decrease		3.44%	13.21%		4.35%
Dollar Amount Increase / (Decrease)		4,486	17,113		6,669

<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 03/2016</u>	<u>Proposed Budget FY 2017-2018</u>
2013	Gas, Oil, Lube	107			-
2014	Tires, Batt, Ac	135			-
2015	Signs, Signals	4,367	3,500	6,396	6,500
2526	Electricity/Gas	81,359	78,500	76,807	93,000
2532	Miscellaneous	16			-
3001	Small Tools	600	1,500	252	700
3012	Repair Equip	2,384	2,500	244	2,000
3013	Repair Faciltis	42			-
3018	St. Painting	2,048	3,500	1,946	2,500
3021	St Sweeper Repr	554			-
3022	Sts & Rd Repair	15,921	15,000	10,865	15,000
3506	Engineering	247			-
5002	Equipment	8,707	-	-	-
5305	Street Improvement	-	30,000	48,527	-
Total Expenses		116,487	134,500	145,036	119,700
Percentage Increase / - Decrease		2.06%	3.94%		-12.36%
Dollar Amount Increase / (Decrease)		2,351	5,099		(14,800)
Total Salaries and Expenses		116,487	134,500	145,036	119,700
Percentage Increase / - Decrease		2.06%	3.94%		-12.36%
Dollar Amount Increase / (Decrease)		2,351	5,099		(14,800)
Total Net		18,444	12,203	(52,205)	33,672
Percentage Increase / - Decrease		13.09%	6367.22%		63.76%
Dollar Amount Increase / (Decrease)		123,274	12,014		21,469

**Road Maintenance and
Rehabilitation Account (RMRA)
Fund 013 Department 4090**

<u>Revenue</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
3656	Road Maintenance Rehab (SB1 Beall)	-	-	-	47,022
	Total Revenue	-	-	-	47,022
	Percentage Increase / - Decrease	-100.00%	0.00%		100.00%
	Dollar Amount Increase / (Decrease)	-	-		47,022
<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
5305	Street Improvement	-	-	-	-
	Total Expenses	-	-	-	-
	Percentage Increase / - Decrease	-100.00%	0.00%		0.00%
	Dollar Amount Increase / (Decrease)	-	-		-
	Total Salaries and Expenses	-	-	-	-
	Percentage Increase / - Decrease	-100.00%	0.00%		0.00%
	Dollar Amount Increase / (Decrease)	-	-		-
	Total Net	-	-	-	47,022
	Percentage Increase / - Decrease	-100.00%	0.00%		100.00%
	Dollar Amount Increase / (Decrease)	-	-		47,022

Local Transportation Act
Fund 025 Department 4090

<u>Revenue</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
3301	Interest Income	6	10	0	10
3602	LTF Article III	4,861	5,584.00	5,781.00	5748
Total Revenue		4,866	5,594	5,781	5,758
Percentage Increase / - Decrease		4.23%	9.44%		2.85%
Dollar Amount Increase / (Decrease)		197	483		164
<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
3008	Sidewalks, Curbs & Bike Lanes	-	-	-	2,000
Total Expenses		-	-	-	2,000
Percentage Increase / - Decrease		-100.00%	0.00%		100.00%
Dollar Amount Increase / (Decrease)		-	-		2,000
Total Salaries and Expenses		-	-	-	2,000
Percentage Increase / - Decrease		0%	0.00%		100.00%
Dollar Amount Increase / (Decrease)		-	-		2,000
Total Net		4,866	5,594	5,781	3,758
Percentage Increase / - Decrease		4.23%	9.44%		-48.86%
Dollar Amount Increase / (Decrease)		197	483		(1,836)

Transportation Development Act
Fund 028 Department 4090

<u>Revenue</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
3301	Interest Income	253	350	-	275
3601	LTF Article VIII (Sts & Rds)	224,169	145,000	210,914	245,385
Total Revenue		224,422	145,350	210,914	245,660
Percentage Increase / - Decrease		-7.79%	-18.73%		40.83%
Dollar Amount Increase / (Decrease)		(18,951)	(33,490)		100,310
<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
1000	Salaries	50,625	55,759	42,981	48,051
1005	Overtime	390	-	39	50
1010	Fica	3,535	4,356	2,425	3,680
1011	Health Ins	12,951	14,877	8,499	10,557
1013	PERS Retirement	10,936	9,694	4,367	5,753
1015	Wkrs Comp	4,047	4,611	5,288	6,352
1022	Unfunded Liability	1,165	4,402	3,645	2,373
Total Salaries		83,648	93,699	67,243	76,816
Percentage Increase / - Decrease		-8.40%	16.11%		-21.98%
Dollar Amount Increase / (Decrease)		(7,669)	12,998		(16,883)
<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
2013	Gas, Oil, Lube	4,765	5,000	2,524	4,000
2014	Tires, Batt, Ac	110	350	-	350
2502	Insurance	2,146	2,539	2,497	2,559
2523	Telephone	51	150	19	50
3008	Sidewalks, Curbs & Bike Lanes	2,984	15,000	822	10,000
3021	St Sweeper Repr	8,499	7,000	5,776	7,000
3506	Engineering	12,168	8,500	1,033	8,500
3513	Other Services	29	-	-	-
4102	Preliminary Engineering	-	-	-	18,553
4103	Construction Engineering	-	-	-	27,830
4104	Construction	-	-	-	185,531
5005	Computer	1,541	-	-	-
5305	Street Improvement	-	83,817	179,861	-
7000	Transfer Out	762	-	-	-
Total Expenses		52,944	122,356	192,531	264,373
Percentage Increase / - Decrease		-8.40%	312.57%		53.72%
Dollar Amount Increase / (Decrease)		(4,854)	92,699		142,017
Total Salaries and Expenses		136,592	216,055	259,774	341,189
Percentage Increase / - Decrease		-8.40%	95.78%		36.68%
Dollar Amount Increase / (Decrease)		(12,523)	105,697		125,134
Total Net		87,830	(70,705)	(48,860)	(95,529)
Percentage Increase / - Decrease		-6.82%	-203.25%		25.99%
Dollar Amount Increase / (Decrease)		(6,428)	(139,187)		(24,824)

Measure C
Fund 033 Department 4090

<u>Revenue</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
3301	Interest Income	131	200	-	200
3601	LTF Article VIII (Sts & Rds)	115,379	120,000	101,241	122,380
Total Revenue		115,511	120,200	101,241	122,580
Percentage Increase / - Decrease		-2.64%	1.32%		1.94%
Dollar Amount Increase / (Decrease)		(3,131)	1,568		2,380
<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
1000	Sts & Rds Salaries	35,456	33,747	28,004	41,934
1002	Wages/Other	575	6,167	4,663	5,857
1005	Sts & Rds Overtime	207	-	144	180
1010	Sts & Rds Fica	2,658	3,006	2,417	3,670
1011	Sts & Rds Health Ins	8,360	9,968	7,997	10,076
1013	Sts & Rds PERS Retirement	7,744	7,009	4,970	6,452
1014	St Unemployment	56			
1015	Sts & Rds Wkrs Comp	2,493	3,301	3,786	5,389
1022	Sts & Rds UNFUNDED LIABIL	829	3,037	2,301	2,661
Total Salaries		58,378	66,235	54,282	76,218
Percentage Increase / - Decrease		7.69%	-3.37%		13.10%
Dollar Amount Increase / (Decrease)		4,167	(2,309)		9,983
<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
2013	Gas, Oil, Lube	5,644	5,000	3,246	4,000
2502	Insurance	1,437	1,817	1,787	1,831
2503	Dues/Fees	67	-	949	975
2523	Telephone	219	300	281	350
3002	Rent/Lease Equipment	47	500	-	500
3012	Repair Equip	165	-	-	-
3022	Sts & Rd Repair	12,203	20,000	330	20,000
3506	Engineering	263			-
3513	Other Services	301	-	-	-
3515	Comp Service Agreement	17	-	-	-
Total Expenses		20,368	27,617	6,594	27,656
Percentage Increase / - Decrease		-58.42%	252.68%		0.14%
Dollar Amount Increase / (Decrease)		(28,616)	19,786		39
Total Salaries and Expenses		78,746	93,852	60,876	103,875
Percentage Increase / - Decrease		-23.69%	22.88%		9.65%
Dollar Amount Increase / (Decrease)		(24,450)	17,478		10,023
Total Net		36,765	26,348	40,365	18,705
Percentage Increase / - Decrease		138.02%	-37.65%		-40.86%
Dollar Amount Increase / (Decrease)		21,319	(15,910)		(7,643)

Measure C
Fund 034 Department 4090

<u>Revenue</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
3301	Interest Income	5	10	-	
3601	LTF Article VIII (Sts & Rds)	3,898	4,000	3,439	4,283
Total Revenue		3,903	4,010	3,439	4,283
Percentage Increase / - Decrease		2.68%	0.11%		6.37%
Dollar Amount Increase / (Decrease)		102	4		273
<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
2501	Advertisement	42	-	-	-
3506	Sts & Rds Engineering	2,874	4,000	-	4,000
Total Expenses		2,916	4,000	-	4,000
Percentage Increase / - Decrease		0	-54.27%		0.00%
Dollar Amount Increase / (Decrease)		2,916	(4,747)		-
Total Salaries and Expenses		2,916	4,000	-	4,000
Percentage Increase / - Decrease		0	-54.27%		0.00%
Dollar Amount Increase / (Decrease)		2,916	(4,747)		-
Total Net		987	10	3,439	283
Percentage Increase / - Decrease		-74.03%	-100.21%		96.47%
Dollar Amount Increase / (Decrease)		(2,814)	4,752		273

Measure C
Fund 035 Department 4090

<u>Revenue</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
3301	Interest Income	150	200	-	200
3601	LTF Article VIII (Sts & Rds)	131,960	130,000	114,218	140,557
Total Revenue		132,110	130,200	114,218	140,757
Percentage Increase / - Decrease		3.04%	-4.34%		7.50%
Dollar Amount Increase / (Decrease)		3,902	(5,902)		10,557
<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 04/2017</u>	<u>Proposed Budget FY 2017-2018</u>
3022	Sts & Rd Repair	11,442			-
3506	Engineering	11,916	14,000	303	8,000
4102	Preliminary Engineering	-	200	-	18,247
4103	Construction Engineering	-			27,370
4104	Construction	-	32,115	-	182,459
5305	STS & RDS STREET IMPROVNT	-	112,665	25,406	-
7000	Transfer Out	2,242	-	-	-
Total Expenses		25,600	158,980	25,709	236,086
Percentage Increase / - Decrease		34.95%	377.88%		32.66%
Dollar Amount Increase / (Decrease)		6,630	125,712		77,106
Total Salaries and Expenses		25,600	158,980	25,709	236,086
Percentage Increase / - Decrease		34.95%	377.88%		32.66%
Dollar Amount Increase / (Decrease)		6,630	125,712		77,106
Total Net		106,510	(28,780)	88,509	(95,329)
Percentage Increase / - Decrease		-2.50%	-127.99%		69.81%
Dollar Amount Increase / (Decrease)		211,340	(131,614)		(66,549)

Gas Tax
Fund 067 Department 4090

<u>Revenue</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 03/2016</u>	<u>Proposed Budget FY 2017-2018</u>
3650	Gas Tax (HUTA 2103)	73,291	18,866	22,052	32,647
Total Revenue		73,291	18,866	22,052	32,647
Percentage Increase / - Decrease		-14.09%	-52.79%		42.21%
Dollar Amount Increase / (Decrease)		(12,016)	(21,094)		13,781

<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 03/2016</u>	<u>Proposed Budget FY 2017-2018</u>
1000	Salaries	33,331	10,443	16,182	14,083
1005	Overtime	-		62	80
1010	Fica	2,591	813	1,371	1,083
1011	Health Ins	8,206	2,181	4,633	5,807
1013	PERS Retirement	8,029	1,921	2,710	3,550
1014	St Unemployment	374			
1015	Wkrs Comp	3,008	864	990	2,790
1022	Unfunded Liability	428	821	1,136	1,464
Total Salaries		56,154	17,043	27,085	28,858
Percentage Increase / - Decrease		-17.86%	-57.60%		40.94%
Dollar Amount Increase / (Decrease)		(12,210)	(23,153)		11,815

<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 03/2016</u>	<u>Proposed Budget FY 2017-2018</u>
2014	Tires, Batt, Ac	76			-
2015	Signs, Signals	121			-
2502	Insurance	1,699	971	955	978
2523	Telephone	157	250	179	220
3513	Other Services	11	-	-	-
3515	Comp Service Agreement	17	-	-	-
Total Expenses		2,081	1,221	1,134	1,198
Percentage Increase / - Decrease		57.99%	-47.29%		-1.89%
Dollar Amount Increase / (Decrease)		764	(1,095)		(23)
Total Salaries and Expenses		58,234	18,264	28,219	30,056
Percentage Increase / - Decrease		-16.43%	-57.04%		39.23%
Dollar Amount Increase / (Decrease)		(11,447)	(24,248)		11,792
Total Net		15,057	602	(6,167)	2,591
Percentage Increase / - Decrease		-3.64%	-123.59%		76.76%
Dollar Amount Increase / (Decrease)		(569)	3,154		1,989

<u>Revenue</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 03/2016</u>	<u>Proposed Budget FY 2017-2018</u>
	8th Street	-	-	-	800,000
	Total Revenue	-	-	-	800,000
	Percentage Increase / - Decrease	-100.00%	0.00%		100.00%
	Dollar Amount Increase / (Decrease)	-	-		800,000
<u>Expense</u>	<u>Description</u>	<u>Three Year Average</u>	<u>Adopted Budget FYE 2017</u>	<u>Actual FYE 2017 Thru 03/2016</u>	<u>Proposed Budget FY 2017-2018</u>
4101	Sts & Rds Construction	-	-	-	600,000
4102	Preliminary Engineering	-	-	-	60,000
4103	Construction Engineering	-	-	-	90,000
	Total Expenses	-	-	-	750,000
	Percentage Increase / - Decrease	-100.00%	0.00%		100.00%
	Dollar Amount Increase / (Decrease)	-	-		750,000
	Total Salaries and Expenses	-	-	-	750,000
	Percentage Increase / - Decrease	-100.00%	0.00%		100.00%
	Dollar Amount Increase / (Decrease)	-	-		750,000
	Total Net	-	-	-	50,000
	Percentage Increase / - Decrease	-100.00%	0.00%		100.00%
	Dollar Amount Increase / (Decrease)	-	-		50,000



STAFF REPORT

TO: Successor Agency
FROM: Ben Gallegos, Interim City Manager
DATE: May 15, 2017
SUBJECT: Recommend Purchase Offer to the Oversight Board for Final Selection

RECOMMENDATION:

Recommend a purchase offer to the Oversight Board to the Firebaugh Successor Agency for purchase and development of 1185 N Street, located in the City of Firebaugh.

BACKGROUND AND OVERVIEW:

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

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

The LRPMP prepared by the Successor Agency identified seven properties to sell. Of those seven properties, the Fresno County Housing Authority purchased two properties in the summer of 2014 for the Gateway Project. Of the remaining five properties, three were sold to private parties and the City of Firebaugh ("City") purchased one. 1185 N Street is the last LRPMP property to sell and has been listed on the open real estate market by RSG, Inc., the Successor Agency's consultant, since Fall 2015. The listing price is \$45,000 based on an appraisal conducted in April 2015.

ANALYSIS:

The Successor Agency received three offers for 1185 N Street.

#	Buyer	Offer Price	Agent/Representative	Intended Use
1	Davinder “David” Gill	\$30,000	Self	Open a car dealership
2	Bhagdeep S. Dhaliwal, Monu Singh	\$35,000	Craig Knight of Home Based Realty	Fast-food restaurant
3	1857 East Main Street, LLC	\$40,000	Jimmy Gee of CIRE Partners	1,354 square foot Burger King drive-thru with 8 parking stalls

The Successor Agency recommends that the Oversight Board accept the offer from 1857 East Main Street, LLC for \$40,000. 1857 East Main Street, LLC plans to open a Burger King with a drive-thru. They already operate 60 Burger Kings, nine Taco Bells, two Corner Bakery Cafés, a Blaze Fast-Fire'd Pizza, three Chevrons, two Conoco-Philips 76, and two Arco AM/PM's, showing a good track record for successful commercial development. In addition, 1857 East Main Street, LLC offered the highest purchase price for the property. Per dissolution law, the sale proceeds will be split amongst the affected taxing entities. The Successor Agency would like to maximize profits for all taxing entities, but the priority is ensuring a successful development that will provide financial benefits to the City and taxing entities in the future. The Successor Agency can realize both goals by selecting the offer from 1857 East Main Street, LLC.

Next Steps

The Successor Agency has prepared and presented, for execution, to 1857 East Main Street, LLC, a Purchase and Sale Agreement (“PSA”) for 1185 N Street. The PSA will be presented to the Oversight Board for acceptance and approval. Upon Oversight Board approval, the Successor Agency can completely execute the PSA and open escrow on the property. Once the property is in escrow, RSG will no longer accept offers for the property.

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

FISCAL IMPACT:

Proceeds from the sale of Successor Agency LRPMP properties will be distributed to the local taxing entities by the Fresno County Auditor-Controller. The City will receive approximately \$8,000 if 1857 East Main Street, LLC's offer of \$40,000 is accepted.

ATTACHMENTS:

Attachment 1 – Resolution Recommending a Purchase Offers to the Oversight Board for Purchase and Development of 1185 N Street.

RESOLUTION NO. 17-20

A RESOLUTION OF THE SUCCESSOR AGENCY TO CITY OF FIREBAUGH REDEVELOPMENT AGENCY RECOMMENDING A PURCHASE OFFER TO THE OVERSIGHT BOARD FOR 1185 N STREET

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

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

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

WHEREAS, the Long-Range Property Management Plan identified seven properties as assets of the Successor Agency that the Successor Agency wishes to sell, including 1185 N Street; and

WHEREAS, the Successor Agency employed RSG, Inc. (“RSG”) to list 1185 N Street on the open real estate market; and

WHEREAS, the Successor Agency received three purchase offers for 1185 N Street; and

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

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

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

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

Section 2. Purchase Offer Recommendation. The Successor Agency recommends the Oversight Board accept the purchase offer from 1857 East Main Street, LLC for \$40,000.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency, on the 15th day of May 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

CHAIRPERSON

ATTEST:

RITA LOZANO, CITY CLERK

APPROVED AS TO FORM:

JENELLVAN BINDSBERGEN
SUCCESSOR AGENCY COUNSEL

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

I, RITA LOZANO, hereby certify that I am the duly appointed City Clerk of the City of Firebaugh and that the foregoing resolution was duly adopted at a regular meeting of the Successor Agency held on the 17th day of April 2017.

Rita Lozano
Deputy City Clerk

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS
(1185 N Street, Firebaugh, California)

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”), dated for reference purposes only as of May __, 2017, is by and between the SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY, a municipal corporation (“Successor Agency” or “Seller”), and 1857 East Main Street, LLC, a California limited liability company, (“Purchaser”), with reference to the following facts. Seller and Purchaser are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Seller is the fee owner of approximately 0.23 acres of real property located at 1185 N Street in the City of Firebaugh, Fresno County, California, described as Assessor’s Parcel Number 008-074-10 and more particularly described in the Legal Description attached hereto as Exhibit “A”, attached hereto and incorporated herein, including all improvements located thereon (“Property”); and all rights, privileges, easements and appurtenances to the Property, if any, including, without limitation, all of Seller’s right, title and interest, if any, in and to all minerals, oil, gas and other hydrocarbon substances, development rights and water stock relating thereto; and all of Seller’s right, title and interest in and to any easements and other appurtenances used or connected with the beneficial use or enjoyment of the Property together with Seller’s interest in and to any architectural, site, landscaping, or other permits, applications, development rights or agreements, licenses, approvals, certificates, authorizations and other entitlements, will serve letters, transferable guarantees and warranties covering the Property, all contract rights (including rights under the Service Contracts as hereinafter defined), books, records, reports, test results, environmental assessments, as-built plans, specifications and other similar documents and materials relating to the use or operation, maintenance or repair of the Property or the construction or fabrication thereof, and all transferable utility contracts relating to the Property, to the extent assignable and accepted by Purchaser.

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

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

to the Property Disposition Procedures, attached hereto as Exhibit "B", adopted by the Successor Agency on April 15, 2015 and the Oversight Board to the Successor Agency to the Redevelopment Agency of the City of Firebaugh ("Oversight Board") on May 15, 2015.

D. Seller desires to sell, and Purchaser desires to purchase, the Property, on the terms and conditions set forth below.

TERMS & CONDITIONS

In consideration of the foregoing recitals, which are hereby incorporated by this reference, 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 Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the Property, as defined in Section 2 below.

2. **Property.** The "**Property**" shall include (i) the Land and all improvements located thereon as more specifically defined in Exhibit A attached hereto and incorporated herein by reference.

3. **Opening of Escrow.** Within three (3) Business Days following Oversight Board approval, the parties shall open an escrow ("Escrow") with Escrow Holder by causing an executed copy of this Agreement to be deposited with Linda Tugade, Escrow Officer, FIRST AMERICAN TITLE COMPANY, 1737 North First Street, Suite 500, San Jose, CA 95112, ("Escrow Holder"). Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder and accepted by Escrow Holder ("Opening of Escrow").

4. **Purchase Price.** The purchase price for the Property ("Purchase Price") shall be in the amount of FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00), which the Seller and Purchaser agree to be the fair market value of the Property. The Purchase Price shall be paid in cash as follows:

4.1 **Deposit.** Within five (5) Business Days following the Opening of Escrow, Purchaser shall deposit the sum of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) ("Deposit") with the Escrow Holder, to be held in escrow for the benefit of the parties and applied against the Purchase Price at Closing (as defined in Section 12), or refunded or forfeited in accordance with the terms of this Agreement.

The Deposit shall be held by Escrow Holder in an interest-bearing account and any interest earned and accrued on the Deposit shall become part of the Deposit. The Deposit shall be fully refundable to Purchaser on or before the expiration of the Contingency Period and any Extended Contingency Periods without need for further instruction or approval of the Parties. In the event Purchaser expressly waives contingencies in writing and elects to continue and does not terminate this Agreement on or prior to the expiration of the Contingency Period, the Deposit shall become immediately non-refundable and held in Escrow, except in the event of a failure of Final Approval as enumerated in Section 8.2 below, or as otherwise specifically set

forth in this Agreement, but in all events the Deposit shall be applicable to the Purchase Price. If the purchase and sale of the Property is not consummated because of a default under this Agreement on the part of Purchaser after the expiration of the Contingency Period or Extended Contingency Period, the Escrow Holder shall disburse the Deposit to Seller.

4.2 Cash at Closing. Upon the Escrow Holder's receipt of all Closing Items (as defined in Section 5), Purchaser shall deposit with the Escrow Holder, in cash, by certified check or by wire transfer of immediately available funds the balance of the Purchase Price, less the Deposit, plus or minus closing pro-rations, adjustments, and costs related to the Closing. The Purchase Price shall be disbursed to Seller by the Escrow Holder upon confirmation of the recordation of the Deed (as defined in Section 5.1.1) in the Official Records of Fresno County.

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

5.1 By Seller. Seller hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder on or before 1:00pm one (1) Business Day prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Purchaser.

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

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

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

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

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

5.2 By Purchaser. Purchaser hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder on or before 1:00pm one (1) Business Day prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Seller.

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

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

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

6. **Preliminary Title Report.** As soon as possible after the Opening of Escrow, Escrow Agent shall prepare or cause to be prepared a Preliminary Title Report for the Real Property showing all liens, encumbrances and other matters affecting title to the Real Property and shall provide a copy thereof, together with legible copies of the documents shown as title exceptions therein, to Purchaser. Purchaser shall have ninety (90) days from its receipt of the Preliminary Title Report to approve the Preliminary title Report. If Seller fails to eliminate any title matter disapproved by Purchaser within the ten (10) days of written notice thereof to Seller, Purchaser may terminate this Agreement and the transaction identified herein. Subsequent to the approval of the Preliminary Title Report by Purchaser, Seller shall not allow or cause any additional exception to title to occur. This obligation shall survive the Close of Escrow.

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

8. **Conditions to Closing.** Seller's obligation to sell and Purchaser's obligation to purchase the Property shall be subject to and expressly conditioned upon satisfaction (or waiver) of the following conditions precedent to the Closing set forth in Sections 8.1 through 8.3, which shall be exclusively for the benefit of Seller and Purchaser.

8.1 Financial Information. This is an all cash purchase. This contract is not contingent on financing. No loan is needed to purchase the property. The offer is NOT contingent on the Purchaser obtaining a loan. Purchaser shall provide Seller with written verification of sufficient funds to close this transaction within five (5) days after opening of Escrow. If sufficient verification is not provided, Seller has the option to terminate this Agreement.

8.2 DOF Approval. Purchaser acknowledges that this Agreement shall be expressly contingent upon and subject to the approval by the DOF of the sale of the Property ("Final Approval Date"). State mandated approval for transfer of property and close of escrow as required by law pursuant to AB x 1 26, as amended by AB 1484, close of escrow is contingent upon ratification or approval of the Successor Agency to the Firebaugh Redevelopment Agency, the Firebaugh Oversight Board, and the Department of Finance of the State of California. If the state mandated approvals cannot be obtained, Seller, or its successors or assigns, shall have no obligation or liability whatsoever to Purchaser or its successors or assigns except as follows: If such approvals cannot be obtained and escrow cannot be closed due to the inability to secure said approvals, Purchaser shall be refunded its deposit of \$5,000 and Seller agrees to pay any escrow cancellation charges. Seller shall notify the Purchaser within three (3) business days of the

confirmation of the Final Approval Date. Purchaser shall have the right to terminate this Agreement by written notice to the Seller if DOF approval is not obtained by the Seller within One Hundred and Twenty (120) days following the Opening of Escrow.

8.3 Schedule of Performance. The Parties agree to the Schedule of Performance and the times set in the Schedule of Performance, attached hereto as Exhibit "D."

8.4 Schedule of Improvements. The Parties agree to the terms and conditions of the Schedule of Improvements, a separate agreement, which is attached hereto as Exhibit "E" and incorporated herein by this reference. The improvements and timeline listed in the Schedule of Improvements were provided by the Seller and are agreed to by the Parties.

9. **Purchaser's Contingencies, Contingency Period, Survey and Development Approvals.** Within ninety (90) calendar days following the Opening of Escrow (the "Contingency Period"), Purchaser shall have the right to perform and to seek any and all necessary investigations, inspections and approvals necessary to develop and operate the Project at the Property, as described in Sections 9.1:

9.1 Feasibility. Purchaser shall have until 5:00 p.m., Pacific Standard Time, on the date which is ninety (90) days from the date of execution of this Agreement by Purchaser in which to investigate the Property, and to perform all engineering, and other similar studies that Purchaser deems necessary, in its sole discretion, which shall be considered the due diligence period. Seller shall use its best efforts to provide to Purchaser, within two (2) business days of Purchaser's request complete copies of any and all documents and information related to or affecting the Property, or any portion thereof which Purchaser may request. If Purchaser requests any materials or information from Seller, and Seller does not possess the same but Seller is aware of from whom Purchaser can obtain the same, Seller will completely disclose the same to Purchaser.

At any time during said ninety (90) days due diligence period, Purchaser may terminate this Agreement and this transaction for any reason whatsoever in Purchaser's sole and absolute discretion by giving written notice to Seller, and shall receive the return in full of the Deposit. If Purchaser does not terminate this Agreement, regardless of any issues discovered with the property as a result of Purchaser investigation, the Parties agree that the Property is being sold in an "as is" condition.

Any engineering or other similar inspection of the Property requested by Purchaser shall be performed by a party selected by Purchaser, and the expense therefore shall be paid by Purchaser.

9.2 Extended Contingency Period. Notwithstanding anything contained herein to the contrary, provided that Purchaser has been diligently pursuing its due diligence investigations of the Property and obtaining the Approvals, Purchaser and Seller may extend the Contingency Period (each, an "Extended Contingency Period") by Purchaser notifying the Seller of its desire to do so before the prior Contingency Period or Extended Contingency Period, as

applicable, has lapsed. Upon the exercise of an Extended Contingency Period, all references in this Agreement to "Contingency Period" shall be deemed to include the exercised Extended Contingency Period.

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

9.3 Termination Notice. Purchaser may exercise Purchaser's termination rights pursuant to Sections 9.1 by delivering written notice of termination to Seller and Escrow Agent (a "Termination Notice") on or before the expiration of the Contingency Period or Extended Contingency Period, as applicable. Upon the timely delivery of such Termination Notice, (i) Escrow Agent shall immediately return the Deposit to Purchaser without the need for further instruction or approval of the parties, and (ii) this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder.

10. **Prorated and Adjusted Items.** The following items shall be prorated and/or adjusted using a 365-day year as follows:

10.1 Taxes. Escrow is not to be concerned with proration of Seller's taxes for the current fiscal year. Seller is a public agency and therefore exempt from the payment of property taxes. Purchaser shall be responsible for all applicable prorated taxes once Purchaser obtains title to the Property.

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

11. **Default.**

11.1 PURCHASER'S DEFAULT. IF PURCHASER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY UNCURED MATERIAL DEFAULT OF PURCHASER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT), SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO PURCHASER. PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY SELLER AS A RESULT OF SUCH DEFAULT BY PURCHASER, AND AGREE THAT THE DEPOSIT (INCLUDING ALL INTEREST ACCRUED THEREON) IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT PURCHASER BREACHES THIS AGREEMENT

BY DEFAULTING IN THE COMPLETION OF THE PURCHASE, THE DEPOSIT (INCLUDING ALL INTEREST ACCRUED THEREON) SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID BY PURCHASER TO SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY. EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 24 AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT, SELLER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST PURCHASER WHICH SELLER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY PURCHASER. THE PAYMENT OF THE DEPOSIT (INCLUDING ALL INTEREST ACCRUED THEREON) AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SELLER'S INITIALS: _____ PURCHASER'S INITIALS: ESJ

12. **Closing.** Consummation of this sale and purchase ("Closing") shall take place within thirty (30) days following the expiration of the Contingency Period, or as it may be extended by one or more Extend Contingency Periods, unless this Agreement has been duly and timely terminated pursuant to the provisions of this Agreement. Closing shall take place at the offices of the Escrow Holder and coordinated through their affiliate offices. As used herein, "Closing Date" means the date and time on which the Deed is recorded in the Official Records of the County.

12.1 Outside Closing Date. In no event shall the Closing occur later than one hundred twenty (120) days following the Opening of Escrow (the "Outside Closing Date"). The Outside Closing Date shall not be subject to extension for force majeure delays.

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

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

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

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

14. **Risk of Loss.**

14.1 Condemnation. If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain with respect to the Property or any portion of the Property, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding ("Condemnation") and if such Condemnation would materially and adversely affect the use or

operation of the Property, have the effect of decreasing the square footage of the buildable area at the Property, or reduce or eliminate access to the Property, then Purchaser may either (a) terminate this Agreement, or (b) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over, and Purchaser will be entitled to keep, all awards for the Condemnation that accrue to Seller; provided, however, if any award is rendered specifically to compensate Seller for Seller's lost goodwill, such an award shall belong to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Purchaser's written consent. Seller must notify Purchaser of any notice of Condemnation of all or any portion of the Property within five (5) days after the receipt of such notice, and Purchaser must exercise its option(s) as provided in this Section within fifteen (15) days after receipt of such notice. If necessary, the Closing Date will be extended to give Purchaser the full 15-day period to make such election. Notwithstanding the foregoing, if any condemnation action is commenced prior to the Closing Date, Purchaser shall have the right to terminate this Agreement and to receive the return of the Deposit.

14.2 Damage and Destruction. If before the Closing Date any damage or destruction of the Property, or any portion of it, occurs, then within three (3) days after determination of the amount of the Insurance Proceeds (defined below) to be received with respect to such loss, Purchaser must elect, by written notice to Seller, either to: (a) terminate this Agreement (in which event the Deposit, and all accrued interest thereon, shall forthwith be returned to Purchaser and thereupon neither party shall have any further rights or obligations hereunder); or (b) receive an assignment of the Insurance Proceeds with respect to such loss and proceed to Closing without any reduction in the Purchase Price (in which event the Closing shall occur within thirty (30) days after such election). If Purchaser shall fail to provide such written notice of election within ten (10) days after determination of the amount of the Insurance Proceeds to be received with respect to such loss, then Purchaser shall be deemed to have elected to terminate this Agreement. As used herein, "Insurance Proceeds" means the proceeds from any and all insurance maintained by Seller with respect to the Property and/or to such loss, including without limitation fire and casualty and liability insurance.

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

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

15.2 Seller is the fee simple owner of the Property. Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer or otherwise dispose of any portion or portions of the Property, except as to the requirements for approval of the Oversight Board and the Department of Finance as addressed in this Agreement.

15.3 Seller has not received notice of violation of any applicable law, ordinance, regulation, order or requirement relating to Seller's operation or use of the Property, except as to the requirements for approval of the Oversight Board and the Department of Finance as addressed in this Agreement.

15.4 To Seller's actual knowledge: (i) neither the Property nor any part thereof is in breach of any environmental laws; (ii) no part of the Property has ever been used as a landfill, dump, toxic waste disposal site or storage area; (iii) there are no underground storage tanks at the Property, or, with respect to removed tanks, at the time of removal, any contaminated soil was removed; and (iv) the Property is free of any Hazardous Materials that would trigger response or remedial action under any environmental laws or any existing common law theory based on nuisance or strict liability. This warranty is limited to matters of which Seller has actual knowledge, and Purchaser acknowledges that Seller has not made any affirmative investigation as to environmental issues affecting the Property in connection with this Agreement. As used in this Agreement, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

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

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

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

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

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

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

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

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

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

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

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

19. **Brokers.** Seller has retained RSG, Inc. (CalBRE Corporate Broker License #01930929) for its services as a broker and advisor in this transaction ("Seller's Broker"). Under separate agreement, the Seller will pay the Seller's Broker a fee for advisory services. The Seller's Broker will not receive a commission in this transaction.

Purchaser has retained CIRE Partners (CalBRE Corporate Broker License #01526823) for its services as a broker and advisor in this transaction ("Purchaser's Broker"). The Seller agrees to pay to the Purchaser's Broker a commission equal to 3 percent of the Purchase Price upon the recorded transfer of the Property to the Purchaser.

Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or person, other than the Seller's Broker and Purchaser's Broker, who can claim a sales or brokerage commission, finder's fee or other commission based on any contract, dealings, or communication with a party. Should any broker or other person, other than Seller's Broker, seek payment for any sales or brokerage commission, finder's fee or other commission, then the party for whom such broker or person seeking payment shall indemnify, defend, and hold the other party ("Other Party") harmless from all costs and expenses (including reasonable attorney fees, court costs, litigation expenses and costs of defense) incurred by the Other Party in connection with such claim.

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

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

22. **Notices.** All notices shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission or email, or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, one (1) Business Day after depositing with an overnight air courier, or five (5) Business Days after depositing in the mail immediately, upon transmission (as confirmed by electronic confirmation of transmission generated by the sender's machine) for any notice given by facsimile or email:

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

with a copy to: Lozano Smith LLP
7404 North Spalding
Fresno, CA 93720-3370
Attn: Jenell Van Bindsbergen, Successor Agency Attorney
Email: jvanbindsbergen@lozanosmith.com

If to Purchaser: 1857 East Main Street, LLC
25 E Airway Blvd
Livermore, CA 94551
Phone: (510) 573-5905
Email: sunny@ghaimanagement.com

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

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

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

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

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

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

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

30. **Miscellaneous.**

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

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

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

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

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

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

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

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

32. **1031 Exchange.** Both Seller and Purchaser agree to reasonably cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange.

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

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

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

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

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

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

[Signatures appear on following page]

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

SELLER:

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

Brady Jenkins, Mayor

ATTEST:

Rita Lozano, City Clerk

APPROVED AS TO FORM:

Jenell Van Bindsbergen, Successor Agency Attorney
LOZANO SMITH LLP

PURCHASER:

1857 East Main Street, LLC, a California limited
liability company

By: _____
Charanjit Ghai, Its: Manager

EXHIBIT A

DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A portion of Lots 29, 30, 31 and 32 in Block 55 of the Town (now city) of Firebaugh, according to the map thereof recorded in Book 1 Page 13 of Miscellaneous Maps, Fresno County Records, more particularly described as follows:

Beginning at the point where the Easterly line of Lot 32, which is contiguous to and adjoining to 12th street, intersects the Northerly line of the property deeded to the State of California and recorded December 14, 1939 in Book 1794 of Official Records at page 213, Fresno County Records, and which is now known as State Highway No. 33, thence Northwesterly along said State Highway No. 33 right of way 100 feet to the lot line common to 29 and 28 of said Block 55; Thence Northeasterly along said lot line lying between Lot 28 and 29, 100 feet; thence at 90 degree angle Southeasterly 100 feet to the Easterly line of Lot 32, (12th Street), thence Southwesterly along said Easterly line of lot 32, 100 feet to the point of beginning.

APN: 008-074-10

EXHIBIT B

PROPERTY DISPOSITION PROCEDURES

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

(100) PURPOSE AND INTENT

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

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

PMP Properties to be Sold

Firebaugh Successor Agency

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

However, the Dissolution Act does not define or otherwise include procedures or policies as to how properties will be disposed. Successor Agency staff has determined that the

interests common to the affected taxing agencies (“Taxing Agencies”) that receive property taxes from the Firebaugh Redevelopment Project Area subject to the Firebaugh Redevelopment Plan previously adopted by the City Council (“Project Area”), and the interests of the community, will be best served by adopting these Disposition Procedures. Purposes and objectives of these Disposition Procedures include:

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

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

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

(200) DISPOSITION PROCEDURES FOR PMP PROPERTIES

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

(201) Request for Proposals

- A. The Successor Agency will actively advertise all PMP properties that it wishes to sell. Examples include but are not limited to posting descriptions of the properties on the City's website, posting advertisements in real estate publications or online forums, or enlisting the services of real estate professionals. This is intended to generate interest in the properties and publicize their availability.
- B. Working cooperatively with the Oversight Board, the Successor Agency may prepare a Request for Proposals ("RFP") for specific properties and post it to the City's website, mailed via first class mail to developers or parties that have requested such proposal in writing prior to the date of issuance, and other developers or parties at the Successor Agency's discretion. For marketing purposes and in an effort to achieve an orderly process and avoid concurrent exposure of a number of PMP properties that may confuse the marketplace or degrade marketability, the number of properties requested in the RFP is subject to the sound discretion of the Successor Agency. Each RFP shall include the following information:
 - i. A description of the property(ies), consisting of a map, references to applicable land use policies and development standards, and a description of the intended redevelopment purpose of the property(ies);
 - ii. Contact information for questions pertaining to the property(ies) and underlying land use policies and development standards;
 - iii. The terms and conditions of sale or other disposition;
 - iv. A description of the form and content of complete responses to the RFP, including but not limited to:
 - v. Other information as determined by the Successor Agency.

(202) Submitting a Proposal

- A. Parties interested in acquiring an identified asset or assets may submit a development proposal at any time until the property is sold and the sale is approved by the Oversight Board and DOF.
- B. Proposals shall include the following:
 - i. The proposed total consideration for the property(ies) and information supporting the offer price;
 - ii. Any proposed alterations to the terms and conditions of sale, including the timeframe for closing;

- iii. The proposed uses must conform to the requirements, intent, goals, and objectives of the City General Plan, zoning, other applicable development standards, and other applicable federal, state and local laws, codes and regulations
 - iv. A development program of sufficient detail to assure the Successor Agency and Oversight Board as to how and when the bidder intends to fulfill the intended use of the property(ies) pursuant to Section 201(B)(i) above and the time line for completion of the project.
 - v. An explanation or analysis of the economic benefits of the proposed project to the City, other affected taxing agencies and the community.
- C. Interested parties shall provide such additional information as may be reasonably requested by the City Staff or the Successor Agency.
- D. Efforts to remarket PMP properties shall be conducted through the Successor Agency, as provided in these Disposition Procedures. In the event one or more affected taxing agencies has a potential prospect to submit a proposal for one or more of the properties, any such proposal shall be subject to the submittal and other components of these Disposition Procedures.
- E. All costs associated with submitting a proposal shall be borne solely by the applicant submitting such document(s).
- F. Costs incurred by the Successor Agency in the implementation of these Disposition Procedures shall be treated as Asset Disposition Costs (not part of the administrative cost allowance) for purposes of the Recognized Obligation Payments Schedule ("ROPS") of the Successor Agency; the ROPS includes a line item for these costs and may be amended from time to time to incorporate exact costs associated with these activities. Includable as costs are such items as: staff time in the performance of such duties; costs and fees of consultants, attorneys, appraisers, title insurers and escrow; costs and fees in connection with the Disposition of property(ies), such as unpaid and outstanding tax liens or judgments. Costs so incurred by the Successor Agency may be paid from either the Redevelopment Property Tax Trust Fund (Section 34170.5(b) of the Dissolution Act) or the first proceeds from the remarketing of property(ies) as an above-the-line item before proceeds are spread among affected taxing agencies.
- G. The Successor Agency, through its staff, consultant(s) and counsel(s), will review proposals upon receipt thereof, and shall notify applicants whether the development proposals submitted comply with the requirements of these Disposition Procedures and have been determined to be complete or incomplete. In the event the Successor Agency staff notifies an applicant submitting a proposal that the proposal is incomplete or that additional information is required, such applicant may be allowed fifteen (15) days from

such notification to complete and resubmit its proposal, or such greater period as the Successor Agency may determine in its reasonable discretion as may be appropriate for the gathering of necessary information. The failure to provide such additional information and resubmit the revised proposal in a timely manner shall automatically disqualify such proposal from any further consideration and shall be deemed a rejection by the Successor Agency of such proposal. Notwithstanding the foregoing, initial proposal submissions that do not include or address all of the required items may, in the discretion of the Successor Agency staff, be rejected without an opportunity for resubmission.

(203) Successor Agency and Oversight Board Evaluation of Proposals

- A. The Successor Agency shall consider in good faith all proposals timely submitted by interested parties, and determined by Successor Agency staff to be complete. Proposals shall be evaluated by the Successor Agency with consideration of factors determined by the Successor Agency to maximize the value of the asset in question as well as furthering the objectives of the City's General Plan.
- B. The Successor Agency will submit all complete proposals to the Oversight Board for review. The Successor Agency will provide the Oversight Board with proposal recommendations.
- C. The Oversight Board shall evaluate all proposals with consideration of factors which may include, but are not limited to, some or all of the following (the following factors are not listed in any particular order of ranking):
 - i. The economic benefits to the City, the taxing entities, and the community, if the proposal were to be approved and the proposed project is implemented;
 - ii. Conformity of the proposal, including proposed uses, with the requirements, intent, goals, and objectives of the City's General Plan, any specific plans, applicable redevelopment criteria specified by the Successor Agency in the RFP as provided in Section 201, zoning, other development standards, and other applicable federal, state and local laws, codes and regulations;
 - ii. Quality of design and project concept;
 - iii. The employment opportunities and economic benefits to the City that can be reasonably expected to result from the implementation of the proposal;
 - iv. The qualifications, experience and references of the applicant or its developer entity team proposed to develop the project described in the proposal, including financial capacity to undertake the project,

specific prior experience with similar development, quality of prior development projects, degree of site control, ability to obtain financing both construction and permanent, ability to abide by City design and development standards and controls, and readiness to proceed;

- v. The estimated cost, if any, of City financial involvement, including the provision of City public services, subsidies, or public improvements required if the proposal is accepted, and the availability of sufficient City funds to pay such costs;
- vi. The probability of successful implementation of the proposal;
- vii. The probability of realization of a substantial portion of the economic benefits attributable to a proposed project;
- viii. The time schedule for completion of the proposed project;
- viii. The environmental benefits or impacts of the proposed development, and evaluation of the cost and method of mitigation of such impacts, if any;
- x. Likelihood of closing the sale of the subject property(ies), including without limitation the scope of environmental review required, the cost to process such environmental review, the willingness (or not) of the proponent to pay for processing, and whether there are any further contingencies to closing contained in the proposal;
- xi. The impact of the proposal on existing buildings and improvements; and
- xii. The merits of the proposal relative to the merits of other proposals for the same proposed development property(ies) or for other sites within the City.

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

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

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

(204) Negotiating Agreements

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

(205) Final Oversight Board Approval

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

(300) PROCEDURE FOR AMENDING DISPOSITION PROCEDURES

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

EXHIBIT C

Deed

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Rita Lozano, City Clerk
City of Firebaugh
1133 P Street
Firebaugh, CA 93622

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

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF FIREBAUGH, a California municipal corporation as Successor Agency to the Redevelopment Agency of the City of Parlier ("Grantor"), hereby grants to 1857 East Main Street, LLC, a California limited liability company, ("Grantee"), all of its respective rights, title, and interest in the real property hereinafter referred to as the "Property" in the City of Firebaugh, County of Fresno, State of California, as more particularly described in Attachment 1 attached hereto and incorporated herein by this reference.

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

SELLER:

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

Brady Jenkins, Mayor

ATTEST:

Rita Lozano, Deputy City Clerk

APPROVED AS TO FORM:

Jenell Van Bindsbergen, City Attorney
LOZANO SMITH LLP

Attachment 1 to Grant Deed

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A portion of Lots 29, 30, 31 and 32 in Block 55 of the Town (now city) of Firebaugh, according to the map thereof recorded in Book 1 Page 13 of Miscellaneous Maps, Fresno County Records, more particularly described as follows:

Beginning at the point where the Easterly line of Lot 32, which is contiguous to and adjoining to 12th street, intersects the Northerly line of the property deeded to the State of California and recorded December 14, 1939 in Book 1794 of Official Records at page 213, Fresno County Records, and which is now known as State Highway No. 33, thence Northwesterly along said State Highway No. 33 right of way 100 feet to the lot line common to 29 and 28 of said Block 55; Thence Northeasterly along said lot line lying between Lot 28 and 29, 100 feet; thence at 90 degree angle Southeasterly 100 feet to the Easterly line of Lot 32, (12th Street), thence Southwesterly along said Easterly line of lot 32, 100 feet to the point of beginning.

APN: 008-074-10

EXHIBIT D

SCHEDULE OF PERFORMANCE

	<u>Item To Be Performed</u>	<u>Time For Performance</u>	<u>Agreement Reference</u>
1.	Purchaser executes and delivers Purchase and Sale Agreement (“Agreement”) to Seller		
2.	Purchaser provides Seller with written verification of sufficient funds.	Within 5 days of the execution of Agreement	8.1
3.	Seller approves and executes Agreement	Within 3 days of Oversight Board Approval	2
4.	Open Escrow	Within 3 days after execution of Agreement by Seller	3
5.	Seller delivers to Purchaser Preliminary Title Report	Within 5 days after Seller execution of Agreement	6
6.	Purchaser approves or disapproves title exceptions	Within 30 days after delivery to Purchaser of Preliminary Title Report, all documents listed in the Preliminary Title Report	6
7.	Seller delivers notice to Purchaser as to whether it will cure disapproved exceptions	Within 10 days after receipt of Purchaser’s notice	6
8.	Seller delivers to Purchaser all relevant reports, plans, documents and other materials	Within ten (10) days of the Opening of Escrow	9.1
9.	Seller makes Property available to Purchaser for inspection	Within 10 days of the Opening of Escrow	9.2

	<u>Item To Be Performed</u>	<u>Time For Performance</u>	<u>Agreement Reference</u>
10.	Purchaser approves or disapproves the environmental and physical condition of the Property, waives condition, or extends contingency period.	Within 180 days after Opening of Escrow	9
11.	Escrow Agent gives notice of fees, charges, and costs to close escrow	No later than one (1) week prior to Closing	
12.	Deposits into escrow by Seller:		
	a) Executed Deed	On or before 1:00 p.m. on the business day preceding the Closing Date	5.1.1
	b) Payment of Seller's Share of Escrow Costs	On or before 1:00 p.m. on the business day preceding the Closing Date	5.1.5; 10
	c) Taxpayer ID Certificate	On or before 1:00 p.m. on the business day preceding the Closing Date	5.1.2
	d) FIRPTA Certificate	On or before 1:00 p.m. on the business day preceding the Closing Date	5.1.2
13.	Deposits into escrow by Purchaser:		
	a) The Purchase Price required by Section 4.2.	On or before 1:00 p.m. on the business day preceding the Closing Date	5.2.1; 4.2
	b) Payment of Purchaser's Share of Escrow Costs	On or before 1:00 p.m. on the business day preceding the Closing Date	5.3; 10
	c) Preliminary Change of Ownership Statement	Prior to Closing Date	5.2.2

	<u>Item To Be Performed</u>	<u>Time For Performance</u>	<u>Agreement Reference</u>
14.	Close of escrow; recordation and delivery of documents	Within 30 days after Expiration of Contingency Period	12

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Purchaser and Seller. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision.