

SPECIAL MEETING AGENDA
The City Council/Successor Agency of the City of Firebaugh
Vol. No.17/03-20

Location of Meeting: **Andrew Firebaugh Community Center**
1655 13th Street, Firebaugh, CA 93622
Date/Time: **April 3, 2017/5:00 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

WORKSHOP: Vision Plan

PRESENTATION

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 March 20, 2017.

PUBLIC HEARING

2. ORDINANCE NO. 17-02 - AN ORDINANCE OF THE CITY OF FIREBAUGH ADDING SECTION 2-2.10 TO CHAPTER 2 OF THE FIREBAUGH MUNICIPAL CODE PERTAINING TO RULES FOR CONDUCTING THE PROCEEDINGS OF THE CITY COUNCIL – SECOND READING.

Recommended Action: Council receives public comment & approves Ord. 17-02.

3. RESOLUTION NO. 17-15 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH DECLARING THE FORMATION OF A GROUNDWATER SUSTAINABILITY AGENCY TO MANAGE THE PORTION OF THE DELTA-MENDOTA SUBBASIN UNDERLYING THE CITY OF FIREBAUGH.

Recommended Action: Council receives public comment & approves Res. No. 17-15.

NEW BUSINESS

4. **RESOLUTION NO. 17-16 - A RESOLUTION OF THE CITY OF FIREBAUGH ADOPTING A POLICY OF A SCHEDULED DEADLINE FOR SUBMITTAL OF CITY COUNCIL AGENDA ITEMS PRIOR TO ITS REGULARLY-SCHEDULED MEETING.**

Recommended Action: Council receives public comment & approves Res. No. 17-16.

5. **RESOLUTION NO. 17-17 - A RESOLUTION OF THE CITY OF FIREBAUGH APPROVING A CONSULTING PROPOSAL FOR SOCIAL MEDIA AND MANAGEMENT SERVICES AUTHORIZING ACTING CITY MANAGER TO SIGN SAID AGREEMENT.**

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

6. **RESOLUTION NO. 17-18 - A RESOLUTION OF THE CITY OF FIREBAUGH AUTHORIZING ACTING CITY MANAGER, BEN GALLEGOS TO APPROVE REIMBURSEMENT AGREEMENT WITH DG-FIREBAUGH, CA-1, LP.**

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

SUCCESSOR AGENCY

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

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, March 30, 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. 17/03-20

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

Date/Time: March 20, 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; Maria Rios, Wanda Breshears & others.

PLEDGE OF ALLEGIANCE Council Member Valdez led pledge of Allegiance.

PRESENTATION

Buxton Presentation provided Background information, research the needs and demand of the community to identify targeted Retailers based on consumer profile, drive-time to trade area(s), retail market conditions, then scout retailers and market that fit these insights. City has been able to make contacts with businesses and found interest from retailers that are considering establishment in the City of Firebaugh and staff will continue to seek other businesses.

PUBLIC COMMENT None

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council regular meeting on March 6, 2017.
2. WARRANT REGISTER – Period starting February 1, and ending on February 28, 2017.

February 2017	General Warrants	#34671 - #34785	\$ 505,242.47
	Payroll Warrants	#67861 - #67964	\$ 165,894.21
TOTAL			\$ 671,136.68

Motion to pull check # 34730 and approve consent calendar by Council Member Sablan, second by Council Member Valdez; motion pass by 5-0 vote.

Motion to approve check # 34730 by Council Member Sablan, second by Council Member Perez; motion pass by 4-0 vote, Lopez - Abstain.

PUBLIC HEARING

3. RESOLUTION NO. 17-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO ADOPT THE MITIGATED NEGATIVE DECLARATION FOR THE CITY'S WASTEWATER TREATMENT PLANT UPGRADE PROJECT.

Open Public Hearing at 6:32 pm – No Public Comment given - Close Public Hearing @ 6:33 pm.

Motion to approve Res. No. 17-09 by Council Member Valdez, second by Council Member Sablan; motion pass by 5-0 vote.

4. **RESOLUTION NO. 17-10 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE CITY MANAGER TO SIGN FINANCING AGREEMENT, AMENDMENT, AND CERTIFICATIONS FOR FUNDING UNDER THE CLEAN WATER STATE REVOLVING FUND (CWSRF) FINANCING; AND PLEDGING REVENUES AND FUND RESOLUTION FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT.**

Resolution No. 17-10 is replacing approved resolution No. 16-40 and Resolution No. 17-11 is replacing approved Resolution No. 16-41 to amend new language requirements of the State Water Board. City doesn't have to accept the grant if awarded to the City, if exceeds funding available to construct the project, staff is hoping to receive 6 million with the project estimated to be under the award but city can use enterprise funds to offset cost if needed.

Motion to approve Res. No. 17-10 by Council Member Valdez, second by Council Member Sablan; motion pass by 5-0 vote.

5. **RESOLUTION NO. 17-11 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH STATING ITS INTENTION TO BE REIMBURSED FOR EXPENDITURES INCURRED AHEAD OF THE APPROVAL OF THE DISBURSEMENT OF CWSRF CONSTRUCTION FUNDS FROM THE STATE WATER RESOURCES CONTROL BOARD.**

Motion to approve Res. No. 17-11 by Council Member Lopez, second by Council Member Perez; motion pass by 5-0 vote.

6. **ORDINANCE NO. 17-02 - AN ORDINANCE OF THE CITY OF FIREBAUGH ADDING SECTION 2-2.10 TO CHAPTER 2 OF THE FIREBAUGH MUNICIPAL CODE PERTAINING TO RULES FOR CONDUCTING THE PROCEEDINGS OF THE CITY COUNCIL –FIRST READING.**

Open Public Hearing at 6:37 pm – No Public Comment given - Close Public Hearing @ 6:38 pm.

Motion to waive the first reading of Ord. no. 17-02 by Council Member Valdez, second by Council Member Lopez; motion pass by 5-0 vote.

NEW BUSINESS

7. **RESOLUTION NO. 17-04 - A RESOLUTION OF THE CITY OF FIREBAUGH ADOPTING A POLICY AUTHORIZING THE CITY TO PAY FOR COUNCILMEMBERS' HEALTH INSURANCE BENEFITS OR MONTHLY SALARY AND RESCINDING RESOLUTION NO. 12-59.**

Council asked dental and vision is included under health Insurance. Staff replied not in past practices, it is separate. Attorney advised legally whatever is offer to city employee, council is entitled to receive. If staff pays an extra cost for those services, council is required to pay also. A written request must be submitted each fiscal year stating each Councilmembers' decision on which benefit they will receive or elect to not receive.

Motion to accept Res. No. 17-04 by Council Member Valdez, second by Council Member Perez; motion pass by 5-0 vote.

8. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE EMERGENCY EXPENDITURE TO REPAIR A SEWER LINE AT TWO LOCATIONS: CLINE STREET AND 7TH ST.**

Motion to emergency budget by Council Member Valdez, second by Council Member Lopez; motion pass by 5-0 vote.

9. **RESOLUTION NO. 17-12 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE CITY MANAGER TO SIGN FINANCING AGREEMENT, AMENDMENT, AND CERTIFICATIONS FOR FUNDING UNDER THE DRINKING WATER STATE REVOLVING FUND (DWSRF); AUTHORIZING CITY MANAGER TO APPROVE CLAIMS FOR REIMBURSEMENT; AUTHORIZING CITY MANAGER TO EXECUTE BUDGET AND EXPENDITURE SUMMARY; AUTHORIZING CITY MANAGER TO SIGN THE FINAL RELEASE FORM AND CITY MANAGER TO SIGN THE CERTIFICATION OF PROJECT COMPLETION; AND PLEDGING AND DEDICATING NET WATER REVENUES TOWARDS PAYMENT OF DWSRF FINANCING.**

Motion to approve Res. No. 17-12 by Council Member Valdez, second by Council Member Sablan; motion pass by 5-0 vote.

10. **RESOLUTION NO. 17-13 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH STATING ITS INTENTION TO BE REIMBURSED FOR EXPENDITURES INCURRED AHEAD OF THE APPROVAL OF THE DISBURSEMENT OF DWSRF CONSTRUCTION FUNDS FROM THE STATE WATER RESOURCES CONTROL BOARD.**

Motion to approve Res. No. 17-13 by Council Member Valdez, second by Council Member Sablan; motion pass by 5-0 vote.

11. **RESOLUTION NO. 17-14 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE CITY MANAGER TO SIGN AND FILE A FINANCIAL ASSISTANCE APPLICATION TO THE STATE DRINKING WATER STATE REVOLVING FUND (DWSRF) FOR THE CONSTRUCTION OF A 750,000 GALLON TANK AND 3.0 MILLION GALLONS PER DAY BOOSTER PUMP STATION**

Motion to approve Res. No. 17-14 by Council Member Valdez, second by Council Member Sablan; motion pass by 5-0 vote.

12. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER APPROVAL OF AGREEMENT FOR TRANSFER OF ENTITLEMENTS FOR THE AIRPORT WITH THE U.S. DEPT. OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION.**

Informational Item only.

13. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER ENTERING INTO AN AGREEMENT WITH CLAUDIA SOLIS-ALCALA FOR FACEBOOK AND TWITTER SOCIAL MEDIA MANAGEMENT SERVICES.**

Council Member Valdez asked for the totals cost per year. Mrs. Solis- Alcala replied, “First six months is \$700 just for Facebook, which includes the launch of the site. Then, \$900 for the second six months per social media site, so if the city wants both Facebook and Twitter the fee would be doubled and a consultation fee will not be included separately.” Acting City Manager Gallegos inquired about the posting fee on the proposal, does the fee that you just gave include posting fees or not because it’s listed separately on the proposal and will the social media sites be for City related information or are other non-profit organizations and/or school be a part of this. Council replied City Only. Mrs. Solis-Alcala responded only one post per week will be included in the proposal. Council member Valdez asked if a staff or city representative will have access to assist you. Finance Director Martin inquired how quick will you be able to remove negative post and is that cost included or is it an additional fee? Craig Knight recommended selling advertisement to fund the social media services.

Motion to accept all input, direct Attorney to create agreement and give Ben the authorization to sign with Pio as the staff contact person. A review of the services will be 30 days prior to the six month term expiration date by Council Member Valdez, second by Council Member Sablan; motion pass by 5-0 vote.

14. **RESOLUTION NO. 17-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE DESIGNATION OF THE AB 939 MOU COMMITTEE TO SERVE IN THE CAPACITY AND PERFORM THE FUNCTIONS OF THE LTF, IN ORDER TO FACILITATE THE DEVELOPMENT OF AB 939-RELATED PLANS AND PROGRAMS THAT ARE BEST ACCOMPLISHED AND COORDINATED ON A REGIONAL BASIS.**

Motion to approve Res. No. 17-08 by Council Member Valdez, second by Council Member Sablan; motion pass by 5-0 vote.

SUCCESSOR AGENCY: None

STAFF REPORTS

- **Police Chief, Sal Raygoza** – Arrested a few people from Mendota that were trying to commit a crime, update on the K9 Event, update on the city’s stolen check, a handwriting analysis is reviewing the signature on the check and determine whether to press charges. City staff has submitted paperwork to received reimbursement from the bank.

- **Finance Director, Pio Martin** – Working on budget and union negotiations with Ben.
- **Public Works Director, Ben Gallegos** – Will be off March 20th to attend son's field trip, but will be available by phone. The splash park has been re-rubberized, staff was trained on how to install so they can do maintenance in the future and city won't have to pay for labor next time. Will have a walk-through of trail project, contractor for wastewater replacement, working on union negotiations, thanked Pio and staff for helping on picking up the slack when I'm not available. Offered a job for wastewater trainee position to local guy, hiring is still pending per hiring process. A weekly meeting on the status of the river is held, when I can't attend Police Chief Sal attends, staff informed them of the sink holes, so they will keep us updated on new releases of water. Sandbags left at the park for the community, but people are using them for potholes, grass paving, so we are out until future notice. West Hills College students were filling the sandbags for us, so we are thankful to them. Trash Spring Clean-up is April 24th through 29th. Students have volunteered to paint curbs for us. City purchased a new ice maker at the Community Center. Staff appreciation day will be held in the summer at the enclosed area or community center, Rita is looking in to catering services. The backroom of the center will be available not sure what we will be doing with it, but it will not be a storage for anyone. PAL building has been remodeled, it looks really good, and Alex did an excellent job.
- **City Attorney, Meggin Boranian**–Sexual Harassment and Bullying in the workplace scheduled April 3, two sessions at 10:00am and 3:00 pm, please RSVP to Rita. Training is two hours and required every two years.
- **Council Member Valdez** – would like to have a meeting to potentially set goals of the council, so department heads and staff understands the wants and direction of the council. Attorney recommended agenizing this item and scheduled a Vision Plan April 3, 2017 from 5 – 6 pm.
- **Council Member Lopez** – inquired on an update regarding the Promotores concerns from the last meeting and an update on the marijuana law. Police Chief Raygoza informed as long as the city is working on setting ordinances and regulation, we should not have any problems, deadline is January 2018 before the city will have to comply with State laws if the city has not set our regulations. Mendota advertised in the newspaper a Public Hearing will be held before their Planning Commission on dispensaries in the city limits. Council Member Valdez added, the City of Watsonville created regulations that allowed indoor cultivating only in one old building with a permit fee of \$8,000 a month and paid tax income to the city. City may want to consider using the old Queen Gil building for a similar project.

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

Motion to enter closed session at 8:09 pm, by Council Member Valdez, second by Council Member Sablan, motion pass by 5-0 vote.

CLOSED SESSION

15. Government Code Section 54957.6

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

16. Government Code Section 54957.

PUBLIC EMPLOYEE EVALUATION: City Attorney.

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

Re: APN # 008-074-10 Designative Rep. City Negotiator: Ben Gallegos

Motion to enter open session at 10:31 pm, by unanimous vote 5-0 vote.

ANNOUNCEMENT AFTER CLOSED SESSION: *No Action Taken*

ADJOURNMENT - Motion to adjourn by Councilmember Sablan, second by Councilmember Perez; motion passes by 5-0 vote at 10:39 p.m.

ORDINANCE NO. 17-02

**AN ORDINANCE OF THE CITY OF FIREBAUGH ADDING SECTION 2-2.10 TO
CHAPTER 2 OF THE FIREBAUGH MUNICIPAL CODE PERTAINING TO RULES FOR
CONDUCTING THE PROCEEDINGS OF THE CITY COUNCIL**

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

SECTION 1. Chapter 2- ADMINISTRATION of the City of Firebaugh Municipal Code is hereby amended to add Section 2-2.10 to read as follows:

Section 2-2.10 Salaries of Councilmembers

Each member of the City Council shall receive a salary of one hundred and fifty dollars (\$150.00) for attendance at one (1) City Council Meeting, not to exceed three hundred dollars (\$300.00) per month for attendance at two (2) or more City Council Meetings, the amount of which is based on the City's population, pursuant to Govt. Code Section 36516.

Any amounts paid by the City of retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the City for its employees.

Any amounts paid by the City to reimburse a Council member for actual and necessary expenses pursuant to Govt. Code Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

The City Council may, as it deems appropriate and as approved at a regular or special meeting of the Council, waive or reduce any or all of the compensation permitted by this section.

SECTION 2. Effective Date.

This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

The foregoing Ordinance No. 17-02 was introduced at a regular meeting of the City Council of the City of Firebaugh on the 20th day of March, 2017, and was passed and adopted at a regular meeting of the City Council on the 3rd day of April, 2017, by the following vote:

AYES

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk



COUNCIL AGENDA ITEM

April 03, 2017

PREPARED BY: Ben Gallegos, Acting City Manager

SUBJECT: Declaration of Formation of a Groundwater Sustainability Agency for the City of Firebaugh

BACKGROUND/DISCUSSION:

In 2014 the State of California enacted the Sustainable Groundwater Management Act (SGMA). The main goal of SGMA is to achieve groundwater sustainability within 20 years and maintain a sustainable groundwater system/operation over a 50 year planning period. In order to move toward these goals the Department of Water resources is responsible for “(1) developing regulations to revise groundwater basin boundaries; (2) adopting regulations for evaluating and implementing Groundwater Sustainability Plans (GSPs) and coordination agreements; (3) identifying basins subject to critical conditions of overdraft; (4) identifying water available for groundwater replenishment; and (5) publishing best management practice for the sustainable management of groundwater.”

One of the most important steps in the last year has been addressing the requirement that local agencies (Water Districts, Incorporated Cities, Counties and other Special Districts) establish or join a Groundwater Sustainability Agency (GSA) by June 30, 2017. GSAs must develop and implement Groundwater Sustainability Plans which, in turn, are intended to set up a framework to obtain compliance with SGMA and the state’s emergency GSP regulations.

Following are three different options to achieve forming or joining a GSA:

First: An incorporated City who also provides water services (as Firebaugh does) may form its own GSA to be operated and governed by the City agency. The primary benefit to this option is that it would allow the City of Firebaugh to maintain control over the decision making process relating to groundwater management in the future. The City would assume some burden in being responsible for creating a Groundwater Sustainability Plan (GSP) in addition to any normal reporting which will be required to the State. The good news is that most of the reporting requirements would be similar to information we already report to the state with regard to water production and consumption. While the Groundwater Sustainability Plan is not due until January 31, 2020, Central California Irrigation District (CCID) has noted that we would be able to coordinate our GSP with theirs as all GSPs are intended to be cohesive within the same groundwater basin. CCID has also suggested that at some point the City and CCID may enter into a Memorandum of Understanding (MOU) to cooperate with regard to achieving groundwater

sustainability goals.

Second: An incorporated City may also choose to join a joint GSA formed by multiple agencies. This could include the City and the County or the City and other adjacent districts. In the vast majority of cases the joint GSAs would include the City and the County. The benefit to this option is the potential to spread cost (though the cost for the formation of the agency is likely to be minimal). The downside to this option is that the more agencies included in a GSA the less direct authority the City (Council) would have on making decisions related to complying with SGMA.

Third: If the City chose to do nothing the likely outcome would be that the State could assume control of groundwater resources in this area which could leave the City of Firebaugh with little or no decision making authority.

Of the three options, option one will retain local control within City limits to the greatest level.

CCID has offered to collaborate with the City of Firebaugh throughout the process. This could create an economy of scale since the City already has a long standing relationship of collaboration with CCID. City Staff has worked with CCID in establishing the boundaries for the preparation of the required maps. The required Public Hearing is being held at today's Council Meeting and a resolution is being presented to the Council for a formal vote on the formation of the GSA. If approved, a notice of intent will be filed with the Department of Water Resources with the application information within 30 days.

FISCAL IMPACT

There will be a fiscal impact associated with the creation and management of the GSA and with the overall compliance with SGMA. These costs are unknown at this time.

Staff will work to minimize these costs and will look for opportunities to share/collaborate on the SGMA requirements with CCID and other local GSAs.

RECOMMENDATION

City Council to consider approving the resolution declaring the formation of a GSA.

EXHIBIT(S):

- A.) Resolution No. 17-15
- B.) Exhibit A – City of Firebaugh – Groundwater Sustainability Agency (GSA) Map
- C.) Exhibit B – Delta-Mendota Groundwater Subbasin

RESOLUTION NO. 17-15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
DECLARING THE FORMATION OF A GROUNDWATER SUSTAINABILITY AGENCY TO
MANAGE THE PORTION OF THE DELTA-MENDOTA SUBBASIN UNDERLYING
THE CITY OF FIREBAUGH**

WHEREAS, the California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 (Water Code, Section 10720 et. seq.) (SGMA), which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, the main goals of SGMA are to achieve sustainable management of groundwater basins, enhance local management of groundwater consistent with rights to use or store groundwater, and establish standards for effective and continuous management of groundwater; and

WHEREAS, implementation of SGMA is achieved through the formation of Groundwater Sustainability Agencies (GSAs) and through preparation and implementation of Groundwater Sustainability Plans (GSPs); and

WHEREAS, in order to exercise the authority granted in SGMA, a local agency or combination of local agencies must decide to become or form a GSA pursuant to Water Code, Section 10723(a); and

WHEREAS, the City of Firebaugh (City) is a local agency, as SGMA defines that term in Water Code, Section 10721(n); and

WHEREAS, the City overlies a portion of the Delta-Mendota Subbasin, identified in the California Department of Water Resources' (DWR) Bulletin 118 groundwater basin inventory (Subbasin) and depicted in Exhibit B to this Resolution; and

WHEREAS, SGMA requires that a GSA be established by June 30, 2017, for all basins and subbasins designated by Department of Water Resources (DWR) as high priority or medium priority; and

WHEREAS, the Subbasin has been designated by DWR as high priority; and

WHEREAS, it is the intent of the City to work cooperatively with other local GSAs, as may be appropriate, to sustainably manage portions of the Subbasin that fall outside the City's jurisdiction; and

WHEREAS, Section 10723.2 of the Water Code requires that a GSA consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans; and

WHEREAS, Section 10723.8 of the Water Code requires that a local public agency deciding to become or form a GSA shall inform DWR of its decision and intention to undertake sustainable groundwater management within the agency's jurisdictional boundary within 30 days of making the decision; and

WHEREAS, pursuant to Government Code 6066, notice of a public hearing on the City's decision to become a GSA has been published in the local newspaper, Kerwest Newspaper, as required by Water Code Section 10723; and

WHEREAS, on April 03, 2017, the City held a public hearing to consider adoption of this Resolution; and

WHEREAS, it is in the City's interest to exercise the authorities and powers of a GSA granted by SGMA and to begin the process of cooperatively preparing a GSP with other GSAs as appropriate; and

WHEREAS, adoption of this Resolution does not constitute a "project" under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5) because it involves organizational and administrative activities of government that will not result in direct or indirect physical changes in the environment. Additionally, adoption of this Resolution is exempt from CEQA under CEQA Guidelines Sections 15320, 15004, and 15061(b)(3).

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

1. The City of Firebaugh hereby decides to become a GSA for that portion of the Delta-Mendota Groundwater Subbasin which underlies the area bound by the Firebaugh City limits as shown in Exhibit A; and
2. The City Council authorizes the City Manager or his designee to, within 30 days of the date of this Resolution, provide notice of the City's decision to become the GSA to DWR in the manner required by law; and
3. Such notification shall include the boundaries of the areas the City intends to manage, which shall include the lands within the Firebaugh City limits as shown in Exhibit A, a copy of this Resolution, a list of interested parties developed pursuant to Section 10723.2 of the Water Code, and an explanation of how their interests will be considered in the development and operation of the GSA and the development and implementation of the GSP; and
4. The City Council hereby directs staff to begin discussions with all interested stakeholders and beneficial users within the Subbasin, resolve GSA boundary overlaps if necessary, and initiate the process of developing a coordinated GSP in accordance with SGMA.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 3rd day of April, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

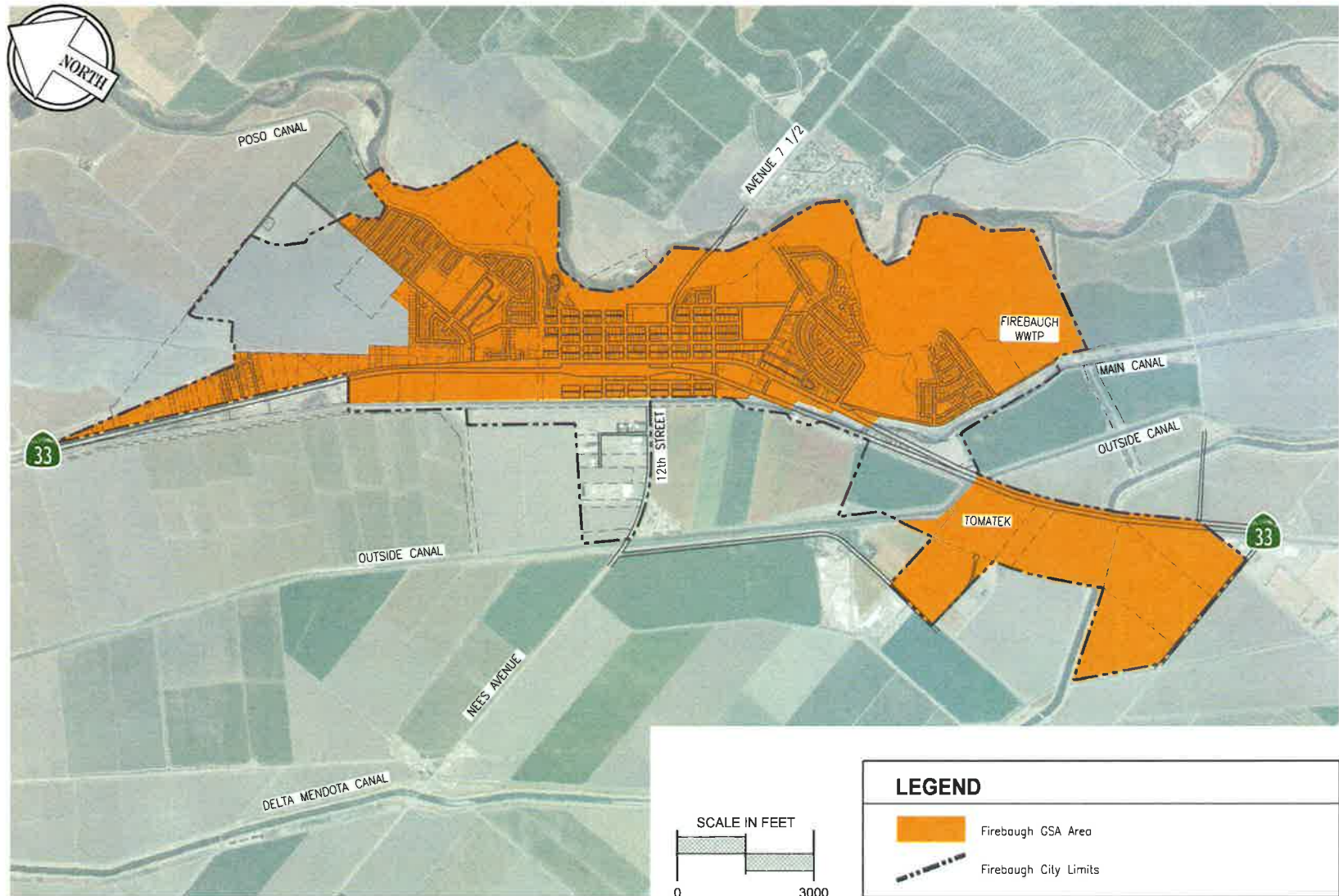
ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor

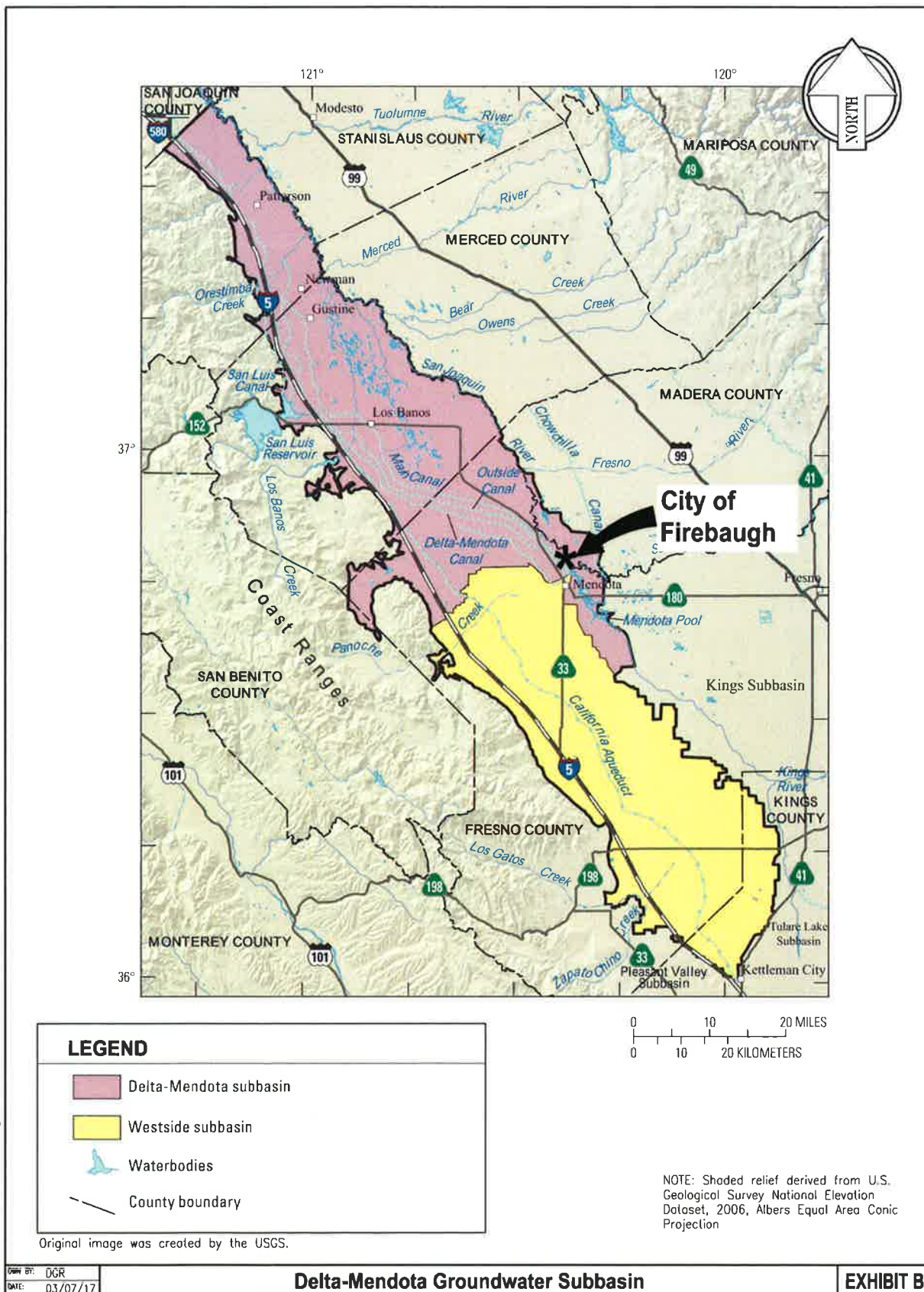
Rita Lozano, Deputy City Clerk



DRAWN BY: DGR
DATE: 03/07/17

City of Firebaugh - Groundwater Sustainability Agency (GSA) Map

EXHIBIT A



Mar 14, 2017 - 11:03am
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STAFF REPORT

TO: City Council
FROM: Ben Gallegos, Acting City Manager
DATE: April 3, 2017
SUBJECT: Scheduled Deadline for Submittal of City Council Agenda Items

RECOMMENDATION:

City Council discussion and approval of Resolution.

DISCUSSION:

While staff is available to assist in the drafting and preparing of agenda items, the recommended practice is for those requesting agenda items for Council consideration to submit in writing all contents and supporting documentation for the item to the Clerk's Office so it may be enclosed in the Agenda packet for review prior to the Council Meeting. The Deputy City Clerk is available to format the item and deliver it to appropriate staff.

Items should be discussed with the City Manager prior to submission for inclusion on the Agenda. A copy of the item will be included in the Agenda packet and become an official record of the City.

In order to comply with the deadlines associated with the timely delivery of the Agenda packets, all Agenda items and reports should be submitted to Deputy City Clerk no later than the deadline of **noon on the Wednesday prior to the Monday's Council Meeting**, so Council Members, Department Heads and Staff can review all relevant materials before the Monday of the specific Council Meeting for which it is intended.

FISCAL IMPACT:

None.

RESOLUTION 17-16

A RESOLUTION OF THE CITY OF FIREBAUGH ADOPTING A POLICY OF A SCHEDULED DEADLINE FOR SUBMITTAL OF CITY COUNCIL AGENDA ITEMS PRIOR TO ITS REGULARLY-SCHEDULED MEETING

WHEREAS, the City has, at various times, had the need to require a scheduled deadline for submittal of agenda items prior to its regularly-scheduled Council meetings; and

WHEREAS, the Council desires to adopt a current policy regarding setting a scheduled deadline for submittal of agenda items so that all staff members may have enough time to review and prepare for said items in keeping with good management practices.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Firebaugh hereby adopts a policy requiring that all City Council Agenda items and supporting materials should be submitted to the Deputy City Clerk no later Wednesday noon prior to the next regularly-scheduled Council meeting.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 3rd day of April, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk
City of Firebaugh

RESOLUTION NO. 17-17

**A RESOLUTION OF THE CITY OF FIREBAUGH APPROVING A CONSULTING
PROPOSAL FOR SOCIAL MEDIA AND MANAGEMENT SERVICES AUTHORIZING
ACTING CITY MANAGER TO SIGN SAID AGREEMENT**

WHEREAS, the City of Firebaugh has the need for social media management services; and

WHEREAS, Claudia Solis-Alcala is trained and experienced to provide such services; and

WHEREAS, the Council desires to hire Claudia Solis-Alcala to provide such services on a six (6) month trial basis; and

WHEREAS, the Council wishes to authorize the Acting City Manager to sign an agreement with Claudia Solis-Alcala in its behalf; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the City of Firebaugh hereby approves the attached proposal of Claudia Solis-Alcala for Social Media Management, which is incorporated herein by this reference, and the acting City Manager, Ben Gallegos, to negotiate and sign an agreement in behalf of the City based on the approved proposal.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 3rd day of April, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk

**CONSULTING AGREEMENT
BETWEEN
CITY OF FIREBAUGH
AND
CLAUDIA SOLIS-ALCALA**

This Agreement is made and entered into this ____ day of March, 2017, by and between the CITY OF FIREBAUGH, a municipal corporation, hereinafter "City", and CLAUDIA SOLIS-ALCALA, hereinafter "Consultant".

WITNESSETH

WHEREAS, City has a requirement for consulting services in connection with the City's efforts to secure and, establish its presence on social media; and

WHEREAS, Consultant is trained and experienced in this field and is willing to perform the services required by the City.

NOW, THEREFORE, City and Consultant, for the consideration hereinafter set forth, agree as follows:

1. SERVICES BY CONSULTANT

City shall employ Consultant who is properly skilled in the various aspects of the services to be furnished under this Agreement. Services to be performed by Consultant are described in Exhibit "A", which is attached and incorporated herein by this reference.

2. COMPENSATION FOR CONSULTING SERVICES

Compensation for consulting services is set forth in Exhibit "A".

Consultant shall submit to City monthly itemized invoices for the services rendered. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

3. TERM

This Agreement shall be in full force and effect for six (6) months from its effective date. The parties may review and negotiate a new agreement thirty (30) days prior to the expiration of the original term.

4. INSURANCE

Consultant shall maintain the following insurance and shall submit certificates of insurance evidencing the same:

- a. Errors and Omissions Insurance. Consultant shall have such errors and omissions insurance as shall protect City, its officers, directors, employees and agents from claims based on errors or negligent acts or omissions which may arise from Consultant's operations or performance under this Agreement, whether claims be made during or subsequent to the term of this Agreement, and whether such operations or performance be by Consultant or its employees, Consultants, agents or anyone else directly or indirectly employed by any of the foregoing. The amount of this insurance shall not be less than \$1,000,000.

Said policy shall be continued in full force and effect during the term of this Agreement. In the event of termination of said policy, new coverage shall be obtained for the required period to insure for the prior acts of Consultant during the course of performing services under the terms of this Agreement.

- b. Automobile Liability. Consultant shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- c. Within thirty (30) days of the date of this Agreement, the Consultant shall provide the City with Certificates of Insurance demonstrating compliance with paragraphs 4 a. and b. above. Said certificates shall specify or be endorsed to provide that ten (10) days notice shall be given in writing to the City of any cancellations.

5. INDEMNIFICATION AND HOLD HARMLESS

Consultant shall protect, indemnify, hold harmless and defend City, its directors, officers, employees and agents, from any and all claims, fines, demands, costs, expenses (including but not limited to attorney fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for damages of any nature whatsoever (hereinafter collectively referred to as Claims) to the extent arising out of the breach of this Agreement in whole or in part by willful or fraudulent misconduct or negligent acts, by Consultant, its employees, agents or Consultants, or the agent, employee or Consultant of any one of them in the performance of their duties or under this Agreement.

6. RECORDS OF CONSULTANT

Records of Consultant pertaining to the services hereunder shall be kept on a generally recognized accounting basis, and shall be available for inspection by City or its designees at reasonable times.

7. **TERMINATION**

Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other. Upon termination, Consultant shall be paid for services performed to date of termination.

8. **ASSIGNMENT**

Consultant shall not assign this Agreement, or any part thereof, or any monies due hereunder, without the prior written consent of City.

9. **OWNERSHIP OF DOCUMENTS, APPLICATIONS AND DATA**

Originals of all documents and data in any form prepared by Consultant pursuant to this Agreement shall be and remain the property of City.

10. **NOTICES**

All notices, statements, reports, approvals, or requests or other communications that are required to be given by either party to the other under this Agreement shall be in writing. Unless, and until formally notified otherwise, all notices shall be addressed to the parties at their address shown below:

CITY

CITY OF FIREBAUGH
1133 "P" Street
Firebaugh, California 93622
(559) 659-2043

CONSULTANT

CLAUDIA SOLIS-ALCALA
1470 DeBoer Circle
Firebaugh, CA 93622
Mobile 559-824-1844

11. **ATTORNEY FEES**

In the event of any action or proceeding of any nature, between City and Consultant becomes necessary to enforce or interpret all or any portion of this Agreement, or because of an alleged breach by either party of any of the terms hereof, it is mutually agreed that the losing or defaulting party shall pay the prevailing party reasonable attorney fees, costs and expenses incurred in connection with the prosecution or defense of such action or proceeding.

12. **ENTIRE AGREEMENT**

This writing constitutes the entire Agreement between the parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement except those contained or referenced to in this writing.

13. INDEPENDENT CONTRACTOR/AGENT OF CITY

In performing the services required under this Agreement, Consultant is acting as an independent contractor and agent of City, subject to the general supervision and control of its governing body. As such, Consultant shall be entitled to the same immunities and protections as any other governmental employee exercising discretion under all applicable statutes, regulations, and judicial and administrative precedent, subject to City's rights of action against Consultant for any professional errors or omissions of Consultant. Notwithstanding the foregoing, Consultant shall not be entitled to receive any employee rights or benefits, other than payment for services provided in Exhibit "A".

14. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

15. WAIVER OF RIGHTS

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF FIREBAUGH

ATTEST:

By: _____
Ben Gallegos
City Manager

By: _____
Rita Lozano
Deputy City Clerk

CONSULTANT

By: _____
Claudia Solis-Alcala

City of Firebaugh

Claudia Solis-Alcala, Social Media Management

Scope of Work

Objective: Establish the City of Firebaugh's presence on social media. The goal is to highlight news and upcoming events that are important to city residents.

Trial period: Trial period will remain in effect for six months.

LAUNCH

- **Create Facebook page**
 - Fee for page launch \$100 (with information and six original photos)
 - One-time fee per social media platform
 - The City (Client) will retain the right to all content created by the Consultant (Claudia Solis-Alcala) for the Client

MONTHLY COST

- **Content creation**
 - Monthly phone call/meeting with designated administrator within Firebaugh City Government (minimum of 6 during trial period)
 - Discussion of campaign strategy for upcoming month
 - \$20 Consultation Fee
- **Social Media Posting**
 - Publish one post per week on Facebook (can post more often, if needed)
 - \$20 per post
 - Posts could include one of the following visual options: three photos, raw video or graphics
 - If client prefers to use specific images, the client will need to provide artwork one week in advance to ensure uniformity and size specifications are appropriate
 - Client must provide information at least five days in advance of desired publication/distribution date
 - In the case of an emergency posting, consultant would need half hour notice (Note: I can not take calls between 3:30pm and 5:00pm Monday through Friday)

The above services add up to a minimum of \$700 for the first six months.

Compensation for Social Media / Communications plan following trial period.**MONTHLY COST**

- **Content creation**
 - Monthly phone call with designated administrator within Firebaugh City Government
 - \$30 Consultation Fee
 - Discussion of posts for upcoming month (create calendar of events one month in advance)
- **Social Media Posting**
 - Publish one post per week on Facebook (can post more often, if needed)
 - \$30 per post
 - Posts could include one of the following visual options: three photos, raw video or graphics
 - If client prefers to use specific images, client will need to provide artwork one week in advance to ensure uniformity and size specifications are appropriate
 - Client must provide information at least five days in advance of desired publication/distribution date
 - In the case of an emergency posting, consultant would need half hour notice (Note: I can not take calls between 3:30pm and 5:00pm Monday through Friday)

The above services add up to \$150 per month. \$900 for six months.

ADDITIONAL SERVICES

Additional Services could include:

- Twitter Page Launch and Posting – Same cost as Facebook. See page 1
- Press Release – Creation and distribution, \$30 per news release
- Facebook Training Workshops for residents - \$60 per one hour class

**AGREEMENT FOR REIMBURSEMENT BETWEEN
THE CITY OF FIREBAUGH AND DG-FIREBAUGH, CA-1, LP.**

THIS AGREEMENT FOR REIMBURSEMENT (hereinafter referred to as the "Agreement") is entered into as of March , 2017 between DG-FIREBAUGH, CA-1, LP (hereinafter referred to as "DG") and the CITY OF FIREBAUGH (hereinafter referred to as "City"). DG and the City are collectively referred to as the "Parties."

1. GENERAL RECITALS

This Agreement is made for the following purposes and with reference to the following facts described below:

WHEREAS, DG is under contract with a private party to purchase that certain land located in the City of Firebaugh being located south west of the intersection of Highway 33 (N Street) at 15th Street and as more particularly identified in Exhibit "A", attached hereto and incorporated by this reference (the "Property");

WHEREAS, DG intends to develop a Dollar General store on the Property (the "Project");

WHEREAS, three-phase electric service is not currently available at the Property for DG's use and as such DG will cause three- phase electrical service to be extended across Highway 33;

WHEREAS, in order to provide electrical service to the Project, existing electrical facilities providing service to an existing truck and auto body shop must be removed and the new electrical facilities must provide service to both the Project and the existing body shop;

WHEREAS, the extension of three-phase electrical service across Highway 33 could take place by either :1) extending overhead electrical lines across Highway 33 as the existing utility lines currently do, or 2) by boring underneath Highway 33 and routing the three-phase electrical line, underground and underneath Highway 33;

WHEREAS, the City desires to limit the number of overhead utility lines spanning Highway 33 in Firebaugh, CA, finding that doing so would increase the aesthetic appeal of the Highway 33 corridor within the City's limits;

WHEREAS, as a condition of regulatory approval of DG's site plan, the City is requiring DG to pursue the option of routing the future three- phase electric service underground and underneath Hwy 33 and onto the Property to provide service to the Project and to the existing truck and automobile body shop adjacent to the Project, all in the location approximately shown on Exhibit "B", attached hereto and incorporated by this reference (the "Utility Work");

WHEREAS, the overall cost to perform the Utility Work is estimated to be Fifty Thousand Dollar (\$50,000),

WHEREAS, the City previously approved Resolution No 17-18 (attached hereto as Exhibit C) authorizing its Acting City Manager, Ben Gallegos to approve the reimbursement to DG of an amount not to exceed Thirty Thousand Dollars (\$30,000.00) as a contribution to the cost of a portion of the Utility Work, in exchange for DG's installation of electrical lines underground; and

WHEREAS, the construction of the Project will be a private development in which the City will not maintain any proprietary interest and the City will not contribute, nor will it have any obligation to contribute any funds to the construction of the Project; and

WHEREAS, the Parties wish to establish the terms and conditions of the foregoing through this Agreement.

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

2. RIGHTS AND OBLIGATIONS

2.1 RECITALS PART OF AGREEMENT

The Recitals are part of the terms of this Agreement are incorporated herein.

2.2 OBLIGATIONS OF THE PARTIES; REIMBURSEMENT

A. Construction: DG agrees to cause the Utility Work to be commenced and completed in a timely manner and in compliance with all permits required by the California Department of Transportation and meeting the specifications of PG&E per the electrical design approved by PG&E and the City, dated 10/7/2016, PM:31246583.

B. Payment for Utility Work: DG shall pay its general contractor for the full cost of constructing the Utility Work and shall be solely responsible for the costs for any required permits, fees and easements necessary to perform the Utility Work, including any payments or fees to PG&E:

C. Reimbursement: The City shall reimburse DG an amount up to, but not to exceed, Thirty Thousand Dollars (\$30,000.00) for the cost of constructing the agreed upon underground Utility Work, and any payment by the City will not exceed the cost to perform the Utility Work and is made pursuant to Labor Code Section 1720(c)(2). The City shall submit payment to DG within thirty (30) days of DG's written request for reimbursement and submittal of evidence sufficient to show the completion of the Utility Work and verifying the actual cost of the same. If the actual cost to complete the Utility Work exceeds \$30,000.00, DG shall be solely responsible for the additional cost.

D. No Effect on the Project: Nothing in this Agreement shall be construed as granting the City any interest in, or control over, the Project. City shall not interfere, disrupt, or protest DG's construction of the Project and shall not use this Agreement, or the requirements set forth herein, to modify or adversely affect the Project.

2.3 BREACH; DEFAULT REMEDIES

A. Breach. If either party materially breaches any of its obligations under this Agreement, such breaching party shall have ten (10) business days following receipt of written notice of breach from the non-defaulting party (the "Breach Notice") to cure such breach or noncompliance (the "Cure Period"). If such breaching party shall not have cured such breach or noncompliance within the Cure Period, it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more than ten (10) business days to cure, the breaching party shall not be in default under this Agreement so long as the breaching party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that the Breach Notice shall set forth in reasonable detail the nature of the breach, noncompliance or default, as the case may be.

B. Default Remedies. Upon a Default pursuant to Section 2.3 A, the non-defaulting party shall have the following cumulative rights and remedies: (a) to specifically enforce the obligations under this Agreement or (b) to exercise any and all other rights and remedies the non-defaulting party may have under this Agreement and/or under the law by reason of such default.

3. MISCELLANEOUS PROVISIONS

3.1 AUTHORITY

Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so, has full right and authority to enter into this Agreement and all of its obligations hereunder.

3.2 ATTORNEYS' FEES AND COSTS

It is understood and agreed that each party shall bear its own attorney's fees and costs incurred to date. In the event a party to this Agreement seeks enforcement of this Agreement or to enforce any provision of this Agreement through judicial intervention, the prevailing party in such a matter shall be entitled to recover reasonable attorneys' fees and costs.

3.3 ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto are hereby merged herein. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any party hereto. Other than this Agreement, no other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any changes or modifications to this Agreement may be accomplished through a written amendment only.

3.4 UNDUE DELAY

All Parties hereto agree, on the demand of the other Party hereto, to execute or deliver any instrument, furnish any information or perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense.

3.5 INVALID PROVISION

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Agreement.

3.6 BINDING

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

3.7 CHOICE OF LAW

This Agreement is entered into pursuant to the laws of the State of California and shall be interpreted pursuant to those laws.

3.8 COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by facsimile, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

3.9 THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Dated: _____, 2017

CITY OF FIREBAUGH

By: _____
Ben Gallegos,
Acting City Manager

Dated: _____, 2017

DG-FIREBAUGH, CA-1, LP
By: NATIONAL BTS DEVELOPERS, LLP,
General Partner
By: EMBREE ASSET GROUP, INC., its Member

By: _____
Philp H. Annis,
President

APPROVED AS TO FORM:

Dated: _____, 2017

FIKE & BORANIAN

By: _____
Meggin Boranian,
City Attorney

Exhibit "A" – Legal Description of the Property

BEING ALL OF THAT PORTION OF 15TH STREET AS ABANDONED BY ORDER OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ON MARCH 26, 1946, A CERTIFIED COPY OF SAID RESOLUTION BEING FILED FOR RECORD APRIL 9, 1946 AS DOCUMENT NO. 27829 AND A PORTION BLOCK 68 OF THE TOWN (NOW CITY) OF FIREBAUGH, ACCORDING TO THE MAP THEREOF, RECORDED IN BOOK 1, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF FRESNO COUNTY AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF N STREET, WHICH BEARS SOUTH 40°16'30" EAST, A DISTANCE OF 80.00 FEET FROM THE MOST EASTERLY CORNER OF BLOCK 68 OF THE TOWN (NOW CITY) OF FIREBAUGH, ACCORDING TO THE MAP THEREOF, RECORDED IN BOOK 1, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF FRESNO COUNTY; SAID **POINT OF BEGINNING** BEING THE POINT OF INTERSECTION OF THE WESTERLY LINE OF N STREET EXTENDED SOUTHERLY WITH THE SOUTH LINE OF 15TH STREET;

THENCE ALONG THE SOUTHERLY LINE OF N STREET AS DEEDED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES, BY DEED RECORDED NOVEMBER 2, 1939 IN BOOK 1816, PAGE 252 OF OFFICIAL RECORDS, DOCUMENT NO. 31078, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1950.00 FEET, THROUGH A CENTRAL ANGLE OF 1°28'09", A DISTANCE OF 50.01 FEET TO A LINE BEING 50.00 FEET SOUTHERLY, AS MEASURED NORMAL TO, AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 15TH STREET;

THENCE ALONG SAID PARALLEL LINE, SOUTH 49°43'30" WEST, A DISTANCE OF 294.27 FEET TO A POINT ON A CURVE WITH A RADIUS OF 2937.10 FEET ON THE EASTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY;

THENCE 226.29 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2937.10 FEET, THROUGH A CENTRAL ANGLE OF 4°24'52";

THENCE LEAVING SAID SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY LINE, NORTH 64°54'22" EAST, A DISTANCE OF 229.73 FEET TO SAID SOUTHERLY LINE OF N STREET;

THENCE ALONG SAID SOUTHERLY LINE OF N STREET, SOUTH 40°16'30" EAST, A DISTANCE OF 103.90 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.11 ACRES, MORE OR LESS.

EXHIBIT "B" – Depiction of the Utility Work

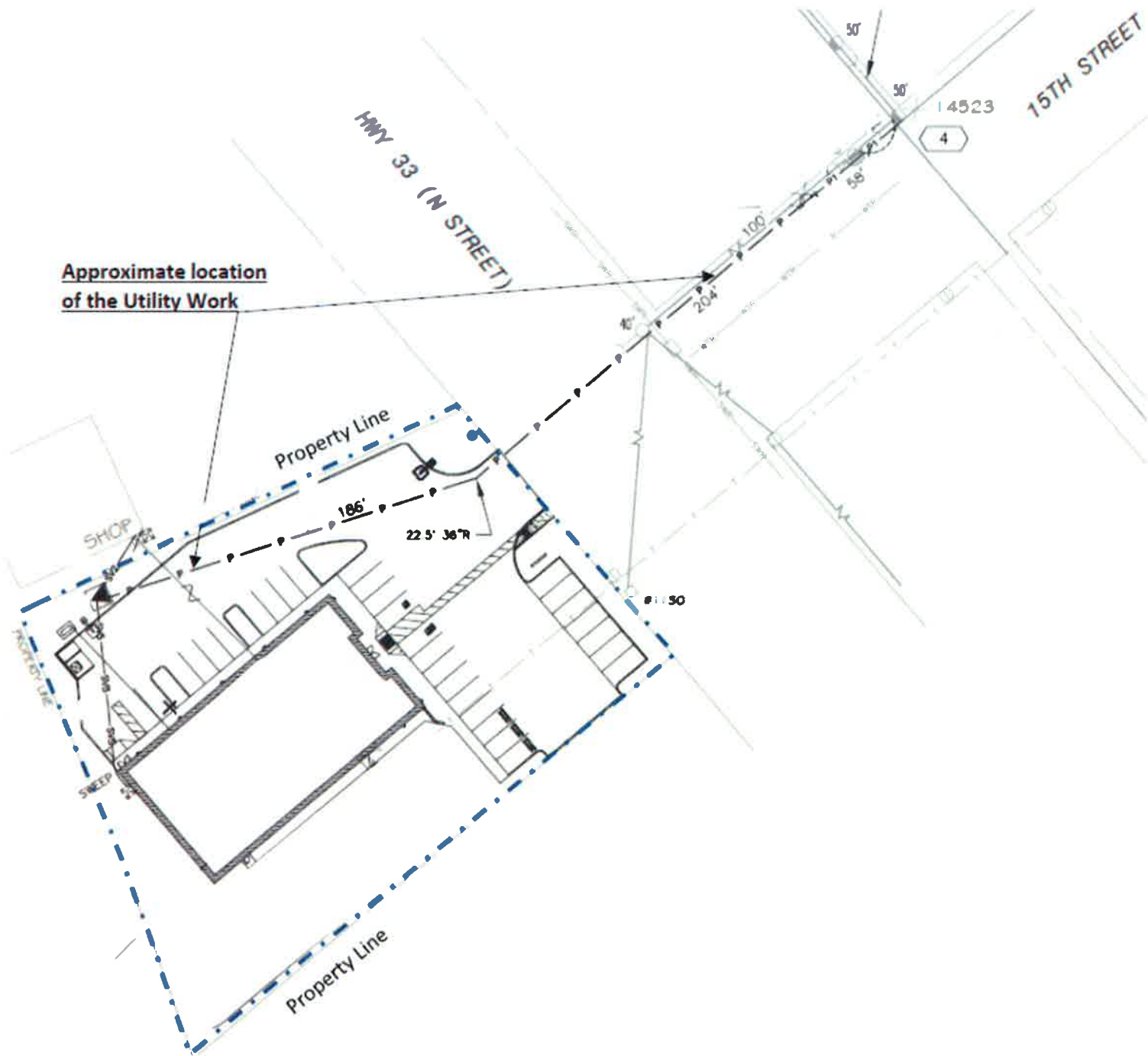


Exhibit "C"

Resolution No. 17 - 18

RESOLUTION NO. 17-18

A RESOLUTION OF THE CITY OF FIREBAUGH AUTHORIZING ACTING CITY MANAGER, BEN GALLEGOS TO APPROVE REIMBURSEMENT AGREEMENT WITH DG-FIREBAUGH, CA-1, LP.

WHEREAS, DG-FIREBAUGH, CA-1, LP (DG) is under contract with a private party to purchase that certain land located in the City of Firebaugh being located south west of the intersection of Highway 33 (N Street) at 15th Street (the "Property"); and

WHEREAS, DG intends to develop a Dollar General store on the Property (the "Project"); and

WHEREAS, three-phase electric service is not currently available at the Property for DG's use and as such DG will cause three- phase electrical service to be extended across Highway 33; and

WHEREAS, in order to provide electrical service to the Project, existing electrical facilities providing service to an existing truck and auto body shop must be removed and the new electrical facilities must provide service to both the Project and the existing body shop; and

WHEREAS, the extension of three-phase electrical service across Highway 33 could take place by either :1) extending overhead electrical lines across Highway 33 as the existing utility lines currently do, or 2) by boring underneath Highway 33 and routing the three-phase electrical line, underground and underneath Highway 33; and

WHEREAS, the City desires to limit the number of overhead utility lines spanning Highway 33 in Firebaugh, while finding that doing so would increase the aesthetic appeal of the Highway 33 corridor within the City's limits; and

WHEREAS, as a condition of regulatory approval of DG's site plan, the City is requiring DG to pursue the option of routing the future three- phase electric service underground and underneath Hwy 33 and onto the Property to provide service to the Project and to the existing truck and automobile body shop adjacent to the Project, (the "Utility Work"); and

WHEREAS, the overall cost to perform the Utility Work is estimated to be Fifty Thousand Dollar (\$50,000), and

WHEREAS, the City wishes to authorize its Acting City Manager, Ben Gallegos, to approve the Agreement for the Reimbursement to DG of an amount not to exceed Thirty Thousand Dollars (\$30,000.00) as a contribution to the cost of a portion of the Utility Work, in exchange for DG's installation of electrical lines underground; while having no proprietary interest in the Property or further obligation to contribute any funds to the same.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Firebaugh hereby authorizes the Acting City Manager, Ben Gallegos, to approve an Agreement for Reimbursement between the City of Firebaugh and DG-FIREBAUGH, CA-1, LP.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 3rd day of April, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk
City of Firebaugh