

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh
Vol. No.17/11-20

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: November 20, 2017/6:00 p.m.

CALL TO ORDER

ROLL CALL

Mayor Brady Jenkins
Mayor Pro Tem Felipe Pérez
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

PUBLIC COMMENT

PRESENTATION

Ashu Jain, P.E., Senior Manager of Opterra Energy Services.

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 November 6, 2017.**
2. **WARRANT REGISTER – Period starting October 1, and ending on October 31, 2017.**

October 2017	General Warrants	#35756 - #35872	\$ 308,835.49
	Payroll Warrants	#68799 - #68912	\$ 208,879.68
TOTAL			\$ 517,715.17

PUBLIC HEARING

3. **ORDINANCE NO. 17-03 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ESTABLISHING REGULATIONS WITHIN THE FIREBAUGH MUNICIPAL CODE TO IMPLEMENT THE ADULT USE OF MARIJUANA ACT, INCLUDING ALLOWING COMMERCIAL CANNABIS OPERATIONS IN THE M-2 (HEAVY INDUSTRIAL) ZONE, SUBJECT TO A CONDITIONAL USE PERMIT, AND ESTABLISHING DEVELOPMENT STANDARDS FOR SUCH OPERATIONS – SECOND READING.**

Recommended Action:

Council receives public comment & takes action on Ord. 17-03.

NEW BUSINESS

4. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER THE FACILITY USE REQUEST OF THE RODEO GROUNDS BY CARMEN MURRIETA FOR A JOAQUIN MURRIETA EVENT AS A FUNDRAISER THAT WILL HELP TO BENEFIT A SCHOLARSHIP FUND.

Recommended Action: Council receives public comment & takes action.

5. RESOLUTION NO. 17-47 - A RESOLUTION APPROVING A 2017 APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

Recommended Action: Council receives public comment & approves Res. No. 17-47.

6. RESOLUTION NO. 17-48 -A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING BID AND AWARING CONTRACT TO MARKO CONSTRUCTION GROUP, INC. FOR SENIOR CENTER REHABILITATION 15-CDBG-10568.

Recommended Action: Council receives public comment & approves Res. No. 17-48.

7. RESOLUTION NO. 17-49 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING APPOINTMENT OF BENJAMIN GALLEGOS TO THE POSITION OF CITY MANAGER.

Recommended Action: Council receives public comment & approves Res. No. 17-49.

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

8. Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT: City Manager.

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, November 17, 2017 at 5:00 p.m. by Rita Lozano Deputy City Clerk.



OPTERRA
ENERGY SERVICES

40
YEARS

A Proposal for Partnership: City of Firebaugh

Ashu Jain, P.E., Senior Manager
Tamra Cihla, P.E., Senior Project Director
Isabelle Gecils, Project Manager
Sarah Kopytko, Project Engineer

November 20, 2017

Agenda



1. Introducing OpTerra Energy Services

2. Review Proposed Scopes of Work

3. Review Preliminary Proforma

4. Next Steps



OpTerra Energy Services

By the Numbers



40+ YEARS

Experience as an Accredited Energy
Service Provider (NAESCO)

150 MW+

Installed Solar Projects for Public
Entities in CA

\$2.5B

Of Completed Projects

1,000+

Satisfied Customers Nation Wide

\$300MM

Sales in 2016

300+

Employees, Including 150 Engineers
(PE, ME, EE, Civil, CEM, LEED AP)

Owned by **ENGIE** – largest independent electricity producer in the world. ENGIE is the third largest retail electricity supplier in the US. Engie has over 150,000 employees and over \$75 billion in revenue

City Energy Projects



City of Alhambra

City of Hanford

City of Benicia

City of Lemoore

City of Brea

City of Livermore

City of Concord

City of Lompoc

City of Delano

City of Palm Springs

City of Dinuba

City of Patterson

City of Dublin

City of Salinas

City of Garden Grove

City of San Jose

City of Gonzales

City of Union City

City of Grass Valley

City of Waterford

City of Greenfield

City of Yuba City

\$140 Million of Successful Programs in the Region



Program Name	Investment Amount
City of Delano	\$3.4 million
City of Dinuba	\$12.1 million
City of Hanford	\$14.3 million
City of Lemoore	\$17.5 million
City of Patterson	\$5.4 million
City of Waterford	\$1.9 million
County of Kings	\$15.5 million
County of Madera	\$10.0 million
County of Merced	\$11.7 million
County of Tulare	\$7.2 million
Fresno State University	\$12.0 million
State Center Community College District	\$2.5 million
Escalon Unified School District	\$6.5 million
Wasco Union Elementary School District	\$4.4 million
Selma-Kingsburg-Fowler County Sanitation District	\$9.8 million
Indian Wells Valley Water District	\$6.9 million

Merced County



OPTERRA
ENERGY SERVICES

PROJECT HIGHLIGHTS

- Expected to reduce County electricity spending by over 50%
- Expected to capture more than \$118,000 in incentives in the first year of the program
- Expected to reduce carbon emissions equivalent to removing 750 cars from highways annually

\$19MM

in net savings over the
program life

1.88 MW of solar at two sites

LED retrofits of 2,828
County-owned streetlights

Indoor/outdoor LED lighting
retrofits at nine sites

HVAC upgrades at six sites

Plumbing efficiency
upgrades/controls at two
sites

Rendering of solar shade parking canopies at the Administration Building. Program implementation began in February 2017.

Madera County



OPTERRA
ENERGY SERVICES

PROGRAM HIGHLIGHTS

- Expected to deliver \$15MM in savings over the life of the project
- Reduces impact of utility rate hikes by cutting electricity bills almost by nearly 50% for affected facilities
- Utilizes savings to replace 40-year old mechanical systems at Library
- Avoids 2,230 metric tons of carbon emissions per year, equivalent to annual emissions from 469 cars

“As a result of our partnership with OpTerra, the County has improved comfort in public facilities, reduced the impact of utility rate increases, cut our electricity bills by half, and made critical investments in infrastructure to propel the County into a more sustainable, environmentally sound future.”

Rick Farinelli, Chairman of the Board, Madera County

TECHNICAL SCOPE

- Solar PV systems provide 1.6 MW of clean, sustainable energy annually
 - Installed 1.4 MW ground mount solar structure at Jail Complex, serving five sites
 - Installed 250 kW parking shade solar structure at Government Center
- New HVAC system for Madera County Library
- Upgraded building energy management systems



Fresno State University

Solar Parking Canopies – 1,200 kW



Selma-Kingsburg-Fowler County Sanitation District



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ENERGY SERVICES

PROJECT HIGHLIGHTS

Expected to create the equivalent of 244 jobs resulting from the economic multiplier effect over the program life

Expected to reduce carbon emissions equivalent to removing 700 cars from highways annually

Expected to reduce the District's electricity spending by 70%

\$14.7MM

in net savings over the program life
2.4 MW ground-mounted solar PV system
32 kW solar PV parking structure
500 kW/1,000 kWh energy storage system with cloud-based software
LED lighting retrofits
HVAC unit replacements



City of Dinuba WWTP

Ground Mounted, Fixed Tilt Solar System – 1,150 kW



City of Lemoore



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PROGRAM HIGHLIGHTS

- Expected to deliver \$49MM in net savings over the life of the program
- Avoids 4,616 metric tons of carbon emissions per year, equivalent to annual emissions from 972 cars

OpTerra helped the City manage new opportunity streams to obtain grants and incentives

TECHNICAL SCOPE

- 3.1 MW solar project for domestic water wells, wastewater treatment plant, and other City facilities
- Installed 154 kW of solar PV power on rooftops and on solar shade structures
- Retrofitted more than 1,200 City-owned streetlights with LED fixtures
- Installed wastewater circulation system and weather-based irrigation system
- Major HVAC upgrades
- Electrical infrastructure upgrades

"With a combination of financing, grants and incentives, we were able to leverage a modest investment of taxpayer funds for the maximum benefit. This project will enable us to **save significant amounts of money and energy.**"

William Siegel, Mayor (2012–2014), City of Lemoore



Program Scope of Work



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City of Frebaugh Energy Conservation Measure Matrix

Building Name	Address	Annual Energy Usage (kWh)	2016 Electric Bills	Electric Tariff	Electric Usage Rate (\$/kWh)	Solar PV		Lighting	HVAC	VFDs		AMI Water Meters	New Facility		
						Canopy	Ground	RES-BCT	Interior	Exterior	Control			Upgrade	Control/EMS
City Sites with Targeted ECMs															
Sewer Plant	SW SW SW 34 12 14	525,259	\$76,601	E19SX	\$0.146		X								
Water Site #2	LEVEE & VASQUEZ DR WATER	357,964	\$79,153	E19SX	\$0.221		X								
Water Site #1 - Water Booster Pump	.5MI N/ROAD 7-1/2ES, SAN JOAQUIN RIVER	232,628	\$50,253	HA10S	\$0.216		X				X				
Booster Pump	NW NW 33-12-14	157,711	\$35,355	HA6	\$0.224			X			X				
75HP	NW NW 28-12-14	143,025	\$28,443	A10S	\$0.199			X							
Well Site #16	1/2 MILE NORTH OF AVE 7 E/O SAN JOAQUIN RV	134,536	\$27,108	A10S	\$0.201		X				X				
Well #11 - 75HP PUMP PARK	ES CITY PARK AT 16TH	120,153	\$30,209	HA6	\$0.251		X				X				
Main Lift Station	SE SE 20 12 14	90,542	\$20,375	A10SX	\$0.225			X							
Well Site #15	1/2 MI N/O AVE 7 E/O SAN JOAQUIN	88,291	\$21,125	A1P	\$0.239		X				X				
Well #17	NE SW SE 28 12 14	75,941	\$19,031	A1P	\$0.251		X				X				
Fire Department (City Hall)	1575 11TH ST	67,542	\$14,143	A10SX	\$0.209			X	X	X	X				
Water Pump	SW SW 34-12-14	66,287	\$13,881	HA4A	\$0.209			X							
City Hall	1133 P ST	50,248	\$11,363	HA1X	\$0.226				X	X	X				
Head Start	1777 THOMAS CONBOY AVE	42,018	\$9,180	HA1X	\$0.218			X	X	X	X				
Learning Center	1668 11TH ST	27,072	\$6,143	HA1X	\$0.227				X	X	X				
Senior Center	1601 THOMAS CONBOY AVE	17,021	\$4,005	HA1X	\$0.235				X	X	X				
Public Works	1666 11TH ST	10,273	\$2,305	HA1X	\$0.224								X		
Rodeo Park Lighting	SW NW SEC 28-12-14	6,729	\$1,481		\$0.220										
Communication Tower	1666 1th St	4,048	\$996		\$0.246										
Subtotal		2,217,290	\$451,150		\$0.203										
All Other Meters															
All Other Meters (44 meters with bills)		97,933	\$40,236		\$0.411								X		
TOTAL (Nov 16 - Oct 17)		2,315,223	\$491,386		\$0.212										

Facility Indoor & Outdoor Lighting Retrofit



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Retrofit the indoor and outdoor lighting at the following sites:

- City Hall
- Community Center
- Fire Department
- Senior Center

Retrofit Indoor Lighting



- Replace older generation fluorescent lamps and ballasts with new, more efficient, longer-lasting LED lamps
- Install wireless occupancy sensors with option to shut off interior lighting when rooms are unoccupied
- Benefits include:
 - Better quality lighting
 - Replaces old lamps and ballasts
 - Savings in energy cost
 - Longer life of lamps
 - Substantial reduction in maintenance cost



Retrofit Exterior Lighting



- Replace existing metal halide lamps with corresponding LED fixtures, controlled by photocells
- Install dual-level motion sensors for LED fixtures, which increase lighting level when pedestrians approach, otherwise stay at lower lighting level
- Benefits include:
 - Replaces old lamps and ballasts
 - Savings in energy cost
 - Longer life of lamps and ballasts
 - Reduces maintenance cost
 - Increases safety



HVAC Upgrade



Replace HVAC units at the following sites:

- City Hall
- Senior Center

HVAC Upgrade at City Hall



- Replace three (3) rooftop HVAC units with a total capacity of 10 tons with new high efficiency units
- Benefits include:
 - Improves comfort
 - Savings in energy cost
 - Reduces maintenance cost
 - Planned replacement vs. emergency breakdown and repair



HVAC Upgrade at Senior Center

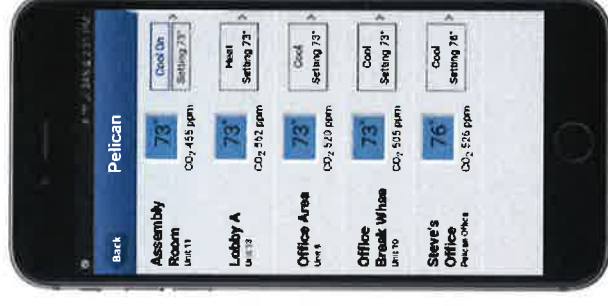


- Replace two (2) HVAC packaged units having a total capacity of 8 tons with new high efficiency units
- Benefits include:
 - Improves comfort
 - Savings in energy cost
 - Reduces maintenance cost
 - Planned replacement vs. emergency breakdown and repair

Install EMS/Wireless Thermostats



- Install Wireless Thermostats at following sites:
 - City Hall
 - Community Center
 - Fire Department
 - Senior Center
- Benefits include:
 - Savings in energy cost
 - Reduces maintenance cost
 - Better comfort
 - Faster response to HVAC unit problems



VFD Upgrades for Well #11, #12, #13, #15, and #16



- Install 75-hp variable frequency drives (VFDs) for five (5) well pump motors
- Benefits include:
 - Reduced on/off cycling of pumps
 - Soft-start
 - Improved pump efficiency
 - Increased life of motors



1.2 MW Solar Energy Systems at Five (5) Sites



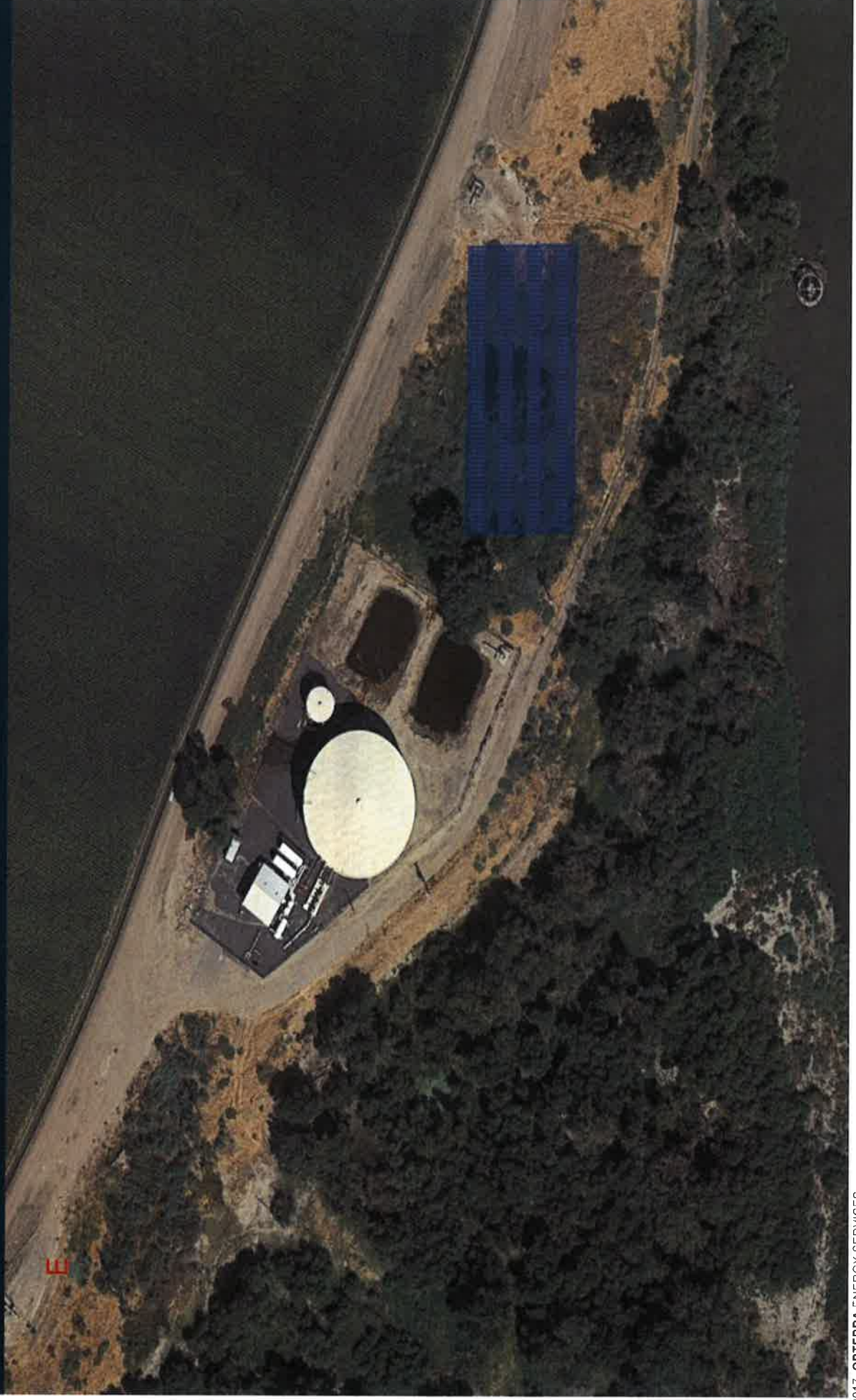
Design Criteria:

- Maximize solar offsets via net energy metering (NEM) where land available near meter
- Install a solar project using PG&E's RES-BCT rate schedule at the Landfill for the remaining accounts
- Assess viability of select sites via geotech report (near river banks, on landfills, on waste water treatment plant) in the next phase of the project

Building Location	Solar PV		Capacity (kW)
	Canopy	Ground	
Well Site #1 (Includes Wells #13, #15 & #16)		x	182
Well Site #2 (Includes Wells #11, #12 & #17)		x	261
Sewer Plant		x	263
Rodeo Grounds (Includes City Hall, Community Center, Public Works, Pump & Communication Tower)	x		74
RES-BCT for remaining accounts		x	410
Total			1,190

RES-BCT: Renewable Energy Self-Generation Bill Credit Transfer

Well Site #1 (Includes Wells #13, #15, & #16): 182 kW Groundmount Solar Photovoltaic System



Well Site #2 (Includes Wells #11, #12, & #17): 261 kW Groundmount Solar Photovoltaic System



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Sewer Plant: 263 kW Groundmount Solar Photovoltaic System



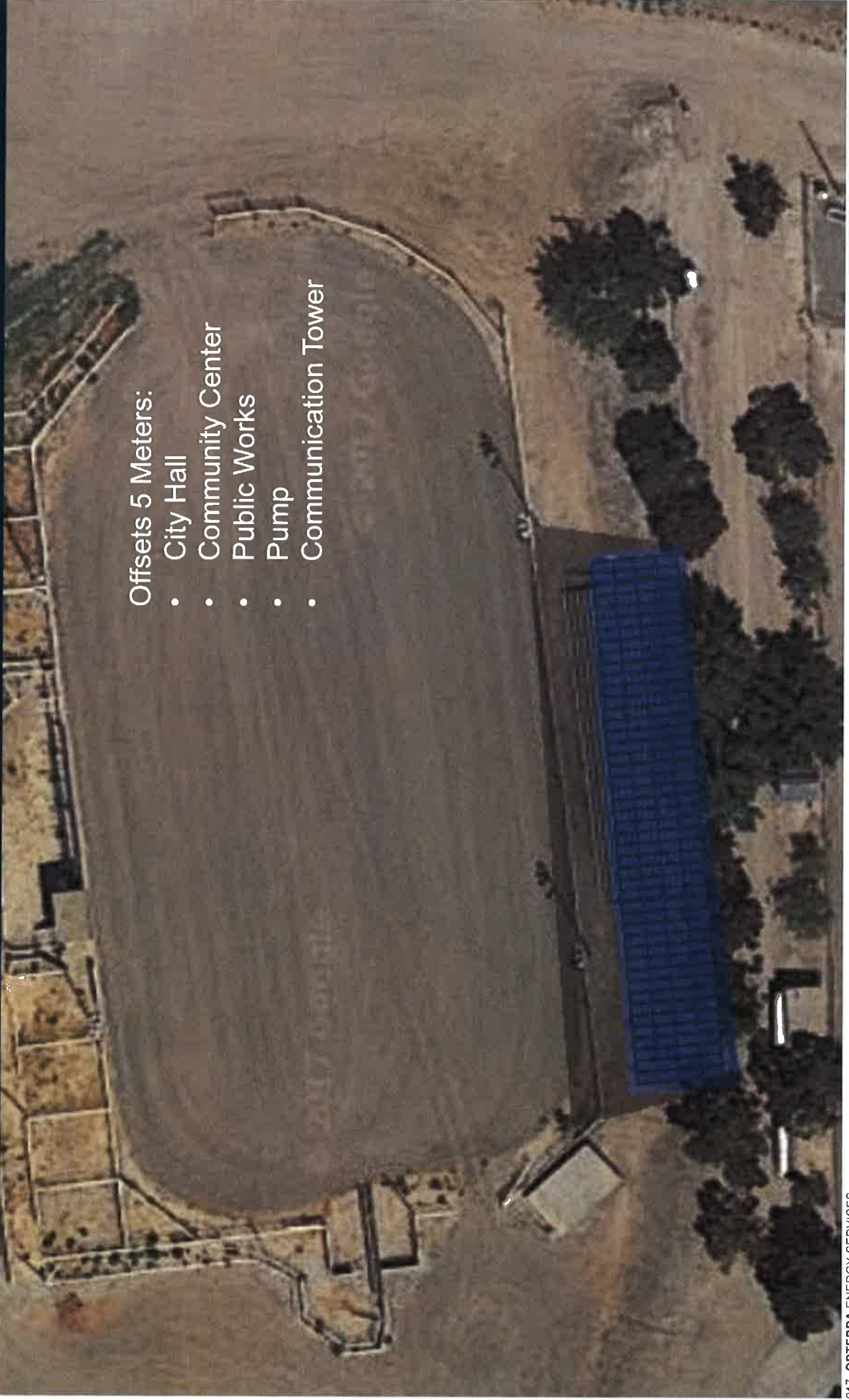
Rodeo Grounds: 74 kW Shade Canopy Solar Photovoltaic System



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Offsets 5 Meters:

- City Hall
- Community Center
- Public Works
- Pump
- Communication Tower



Landfill RES-BCT: 410 kW Groundmount Solar Photovoltaic System for City-wide Cost Avoidance



Connected to Main
Lift Station

Applies to 6 Meters

- Main Lift Station
- Booster Pump
- 75 HP Pump
- Fire Dept.
- Head Start
- Water Pump



Water Meter Installation for Housing Authority with Advanced Metering Infrastructure (AMI) System



- Supply and install one-hundred (100) 1" new Sensus water meters with transducers
- Set-up, program, and commission AMI system
- Assist City with setting up database and linking the data to the billing system
- Benefits:
 - Eliminates meter reading cost
 - Increases revenue due to accurate meters
 - Enables leak detection
 - More accurate billings
 - Eliminates hard to read meter problems
 - Eliminates non-scheduled readings for tenant turnover
 - Minimizes inconvenience to residents to regularly access their property



Public Works Building



- OpTerra has included the construction of a new metal Public Works building in place of the existing building. The details of the building will be finalized in the next phase of this project

Additional Recommendations Requiring Further Investigation



- Battery Storage
- Add HVAC unit for Community Center
- Replace HVAC units for the Police Department
- Replace HVAC units for the Fire Department
- Convert any remaining street lights to LED

Program Benefits



- Create over \$10 million in net savings after all costs
- Reduce City electricity spend by 75%
- Hedge against rising energy costs
- OpTerra guarantees 95% of the solar and lighting energy savings
- Utilize project savings to fund new Public Works Building
- Improve quality of lighting in the offices with LED lighting
- Utilize savings to replace old mechanical equipment
- Save staff's time with long-life LED lighting, new HVAC systems, VFDs, and new AML water meters
- Stimulate local economy and provide local jobs
- Substantial environmental benefits equivalent to removing 347 cars off the road annually

Roadmap



OPTERRA
ENERGY SERVICES



PROGRAM DEVELOPMENT AGREEMENT

This PROGRAM DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 4th day of December 2017, between OpTerra Energy Services, Inc. ("OpTerra Energy Services"), having its principal offices at 500 Twelfth Street, Suite 300, Oakland, CA 94607, and the City of Firebaugh, with offices located at 1133 P Street, Firebaugh, CA 93622 ("Firebaugh") and together with OpTerra Energy Services the "Parties" and each of Firebaugh and OpTerra Energy Services a "Party").

WHEREAS, OpTerra Energy Services is an energy services and solutions company with the technical and management capabilities and experience to perform an integrated energy assessment (an "Assessment") and to identify supply-side and/or demand-side energy conservation measures ("ECMs");

WHEREAS, Firebaugh desires to enter into an agreement to have OpTerra Energy Services perform an Assessment in accordance with the scope of work set forth in Attachment A (the "Scope of Work") for the sites listed on Part I of Attachment B (the "Sites"), and to deliver recommendations, described in the Scope of Work, identifying energy improvements and operational changes to be installed or implemented at the Sites (the "Recommendations"); and

WHEREAS, the primary purpose of the Assessment and the Recommendations is to provide an engineering and economic basis for the implementation of the ECMs identified in the Recommendations, in furtherance of which the Parties intend to negotiate and execute a contract providing for, among other things, engineering, procurement, installation, construction and training services (an "Energy Services Contract");

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

1. ASSESSMENT AND RECOMMENDATIONS

OpTerra Energy Services agrees to complete the Assessment and to present Recommendations to Firebaugh within ninety (90) calendar days after the date on which OpTerra Energy Services receives the information listed in Part I of Attachment A (the "Required Information"). Firebaugh agrees to deliver the Required Information to OpTerra Energy Services no later than thirty (30) calendar days after the date hereof.

Firebaugh agrees to assist OpTerra Energy Services in performing the Assessment by (i) providing OpTerra Energy Services with access to key decision makers and stakeholders of [*Customer's full name: i.e., Los Angeles Unified School District*], (ii) providing OpTerra Energy Services its employees and agents, such access to the Sites and other relevant facilities of Firebaugh as OpTerra Energy Services deems necessary and (iii) providing, or causing Firebaugh's energy suppliers to provide, complete and accurate data concerning energy usage and costs related to the Sites and other relevant facilities. OpTerra Energy Services will be entitled to rely upon the accuracy and completeness of all information provided to OpTerra Energy Services by Firebaugh and Firebaugh's energy suppliers. OpTerra Energy Services will promptly provide written notice to Firebaugh if OpTerra Energy Services determines there is any incorrect data included in the information provided by Firebaugh or Firebaugh's energy suppliers, but OpTerra Energy Services will have no obligation to correct or confirm any such information unless otherwise specified in the Scope of Work. Any change(s) in the Scope of Work will be set forth in a writing executed by the Parties.

2. COMPENSATION TO OPTERRA ENERGY SERVICES

Firebaugh will compensate OpTerra Energy Services for the Assessment and the Recommendations by payment to OpTerra Energy Services of a fee (the "Assessment Fee") in the amount of Thirty-Five Thousand Dollars (\$35,000).

The Assessment Fee will be due and payable thirty (30) calendar days after OpTerra Energy Services' submission of the Recommendations; *provided that* if on such thirtieth (30th) calendar day OpTerra Energy Services and Firebaugh are negotiating an Energy Services Contract in good faith, the Assessment Fee will be due ninety (90) calendar days after OpTerra Energy Services' submission of the Recommendations; *provided further*, that if OpTerra Energy Services and Firebaugh execute an Energy Services Contract within ninety (90) calendar days after OpTerra

Energy Services' submission of the Recommendations, the Assessment Fee, and other fees, costs, expenses, disbursements and overhead of OpTerra Energy Services incurred during the Assessment, will be incorporated into the total contract amount payable under such Energy Services Contract.

Each of Firebaugh and OpTerra Energy Services reserves the right to terminate this Agreement at any time during the course of the Assessment, by delivery of written notice to the other. If this Agreement is terminated by Firebaugh, the Assessment Fee will be payable by Firebaugh to OpTerra Energy Services within thirty (30) calendar days of termination. If this Agreement is terminated by OpTerra Energy Services, Firebaugh will have no obligation to pay any portion of the Assessment Fee to OpTerra Energy Services. If OpTerra Energy Services determines that the projected savings from implementation of the ECMs identified during the Assessment cannot result in a paid-from-savings project which complies with California Government Code Sections 4217.10 through 4217.18, the Assessment and this Agreement will be terminated by OpTerra Energy Services.

Any amount not paid when due will, from and after the due date, bear interest at a fluctuating rate equal to the sum of (a) The United States Prime Rate as listed from time to time in the Eastern print edition of the Wall Street Journal® plus (b) 2% per annum. Accrued and unpaid interest on past due amounts (including interest on past due interest) will be due and payable upon demand.

3. INSURANCE

OpTerra Energy Services will maintain, or cause to be maintained, for the duration of this Agreement, the insurance coverage outlined in (A) through (F) below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to Firebaugh via an insurance certificate.

A. Workers' Compensation/Employers Liability for states in which OpTerra Energy Services is not a qualified self-insured. Limits as follows:

- * Workers' Compensation: Statutory
- * Employers Liability: Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit

B. Commercial General Liability insurance with limits of:

- * \$2,000,000 each occurrence for Bodily Injury and Property Damage
- * \$4,000,000 General Aggregate - other than Products/Completed Operations
- * \$4,000,000 Products/Completed Operations Aggregate
- * \$2,000,000 Personal & Advertising Injury
- * \$ 100,000 Damage to premises rented to OpTerra Energy Services

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

C. Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

D. Professional Liability insurance with limits of:

- * \$1,000,000 per occurrence
- * \$1,000,000 aggregate

Coverage to be written on a claims-made form.

E. Umbrella/Excess Liability Insurance. Limits as follows:

- * \$1,000,000 each occurrence
- * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

F. Policy Endorsements.

- * The insurance provided for Workers Compensation and Employers Liability above will contain waivers of subrogation rights against Firebaugh, but only to the extent of the indemnity obligations contained in this Agreement.
- * The insurance provided for Commercial General Liability and Auto Liability above will:
 - (1) include Firebaugh as an additional insured with respect to Work performed under this Agreement, but only to the extent of the indemnity obligations contained in this Agreement, and
 - (2) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Agreement.

4. INDEPENDENT CONTRACTOR

OpTerra Energy Services, and the agents and employees of OpTerra Energy Services, its subcontractors and/or consultants, are acting in an independent capacity in the performance of this Agreement, and not as public officials, officers, employees, consultants, or agents of the City of Firebaugh for purposes of conflict of interest laws or any other applicable law. This Agreement may not be construed to represent the creation of an employer/employee or principal/agent relationship. OpTerra Energy Services will act in an independent capacity and retain sole discretion in the manner and means of carrying out its activities under this Agreement. OpTerra Energy Services is free to work for other entities while under contract with Firebaugh.

5. ENERGY SERVICES CONTRACT

As it is the intent of Firebaugh and OpTerra Energy Services to pursue cost effective energy retrofits and ECMs at the Sites pursuant to an Energy Services Contract, both Parties agree to enter into good faith negotiations of an Energy Services Contract immediately following completion of the Assessment.

6. WORK PRODUCT

Firebaugh will not, by virtue of this Agreement, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Assessment or the Recommendations. The Recommendations, and all data, proposals, plans, specifications, flow sheets, drawings, and other work product prepared or produced by OpTerra Energy Services hereunder ("Work Product") and furnished directly or indirectly, in writing or otherwise, to Firebaugh under this Agreement will remain OpTerra Energy Services' property and will be used only in connection with work performed by OpTerra Energy Services. OpTerra Energy Services will be deemed the author and owner of such Work Product and will retain all common law, statutory and other reserved rights, including copyrights. The Work Product may not be used by Firebaugh as a basis for facility construction or implementation of ECMs developed herein by any entity other than OpTerra Energy Services, without the prior written agreement of OpTerra Energy Services. Any unauthorized use of the Work Product will be at Firebaugh's sole risk and without liability to OpTerra Energy Services, and Firebaugh agrees to defend, indemnify and hold harmless, OpTerra Energy Services, its subcontractors, and their directors, employees, subcontractors, and agents from any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature (collectively, "Losses") associated with or resulting from such use.

7. LIMITATION OF LIABILITY

The liability of a defaulting Party, in connection with this Agreement or any analysis, report, recommendations, or other deliverables provided hereunder, will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense. Additionally, each Party waives any claims for negligence against the other Party to the greatest extent permitted by law. In no event will OpTerra Energy Services be liable to Firebaugh for any Losses which collectively exceed the amount of the Assessment Fee, regardless of whether such amounts arise out of breach of contract, guarantee or warranty, tort, product liability, contribution, strict liability or any other legal theory.

8. NONDISCRIMINATION; COMPLIANCE WITH LAWS

OpTerra Energy Services will comply with all applicable laws, rules, regulations and policies, including, but not limited to, those relating to nondiscrimination, accessibility and civil rights.

The Parties acknowledge and agree that OpTerra Energy Services is not a municipal advisor and cannot give advice to Firebaugh with respect to municipal securities or municipal financial products absent Firebaugh being represented by, and relying upon the advice of, an independent registered municipal advisor. OpTerra Energy Services is not subject to a fiduciary duty with regard to Firebaugh or the provision of information to Firebaugh. Firebaugh will consult with an independent registered municipal advisor about the financing option(s) appropriate for Firebaugh's situation.

OpTerra Energy Services cannot guarantee that Firebaugh will receive funding from any energy efficiency rebate, incentive, and/or loan program(s) (collectively, "Incentive Funds"); OpTerra Energy Services expressly disclaims any liability for Firebaugh's failure to receive any portion of the Incentive Funds, and Firebaugh acknowledges and agrees that OpTerra Energy Services will have no liability for any failure to receive all or any portion of the Incentive Funds.

9. FORCE MAJEURE

Neither Party will be considered to be in default in the performance of any material obligation under this Agreement (other than the obligation to make payments) when a failure of performance will be due to an event of Force Majeure. The term "Force Majeure" will mean any cause beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which, despite using commercially reasonable efforts, it has been unable to overcome. Neither Party will be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an event of Force Majeure will give prompt written notice of such fact to the other Party.

10. INTEGRATION; AMENDMENT; COUNTERPARTS

This Agreement constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may not be amended except by a writing executed by both Parties. No oral amendment shall be enforceable, even if supported by new consideration. Except as otherwise provided herein, the terms and provisions of this Agreement will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by email shall be effective as delivery of a manually executed counterpart of this Agreement.

11. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE; SEVERABILITY

If a dispute arises out of or relates to this Agreement, or the transaction contemplated by this Agreement (a "Dispute"), either Party may initiate the dispute resolution process set forth in this Section 11 by giving notice to the other Party. Senior executives for the Parties will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation.

If the Dispute is not settled by senior management conference, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator.

If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration. Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association. The following provisions apply to all arbitration proceedings pursuant to this Article: (i) The place of arbitration will be the American Arbitration Association office closest to where the Assessment was performed; (ii) one arbitrator will conduct the arbitral

proceedings in accordance with the Commercial Arbitration Rules and Mediation Procedures (excluding the Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association currently in effect ("Arbitration Rules") (to the extent of any conflicts between the Arbitration Rules and the provisions of this Agreement, the provisions of this Agreement prevail); (iii) the Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply (in the discretion of the arbitrator, the production of additional documents that are relevant and material to the determination of the Dispute may be required); (iv) the arbitrator does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated); all arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails, and each Party will pay its own costs of legal representation and witness expenses; (v) the award must be in the form of a reasoned award; (vi) the Dispute will be resolved as quickly as possible, and the arbitrator will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced; and (vii) the award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

If any term of this Agreement is declared by a court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the other terms of this Agreement will not be affected or impaired thereby, and the rights and obligations of the Parties will be enforced as if the illegal, invalid or unenforceable term were revised to the minimum extent necessary to make such term legal, valid and enforceable.

[the Parties' signatures appear on the following page]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Agreement.

OPTERRA ENERGY SERVICES:

FIREBAUGH:

OpTerra Energy Services, Inc.

City of Firebaugh

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

DRAFT

ATTACHMENT A

SCOPE OF WORK

I. Required Documents (Needed to Proceed)

- A. Firebaugh will provide the following detailed documentation:
1. Most recent three (3) years of audited financial statements.
 2. Actual utility company invoices for all utilities serving the Sites, for a minimum of two (2) years, and preferably three (3) years, immediately prior to the date hereof, with, beginning with the most recently completed month.
 3. Utility company demand interval recordings of 15/30-minute electrical demand for characteristic months of the year, where available.
 4. Record drawings (AutoCAD or hard copy) for the Sites:
 - a. electrical
 - b. mechanical
 - c. structural
 - d. modifications and remodels
 - e. site landscaping
 5. AutoCAD or hard copy of 8 ½" x 11" or 11" x 17" floor and roof plans of all Sites, as well as information on the age, type and condition of buildings and roofs.
 6. A list of key contacts at each Site, including Firebaugh personnel knowledgeable of the electrical, HVAC, lighting and controls systems.

II. Scope of Work

The Integrated Energy Assessment (the "Assessment") will be performed as described below:

- A. Perform detailed review of documents delivered above.
- B. Perform site surveys to identify potential ECMs and distributed/renewable generation technologies including proposed locations and potential improvements to the working environment. Survey consists of:
1. Site walk to observe and capture data on energy using equipment including data regarding nameplate, condition, and operating parameters.
 2. Shading analysis
 3. Data logging if necessary
- C. Perform Utility Analysis and Solar Photovoltaic Production Analysis:
1. Identify current rate schedule and analyze electrical usage and model load profile for each site
 2. Determine expected solar photovoltaic production curve for proposed sites
 3. Overlay electrical load profile with expected solar photovoltaic production curve to "right size" the solar systems and identify rate restructuring opportunities
- D. Prepare a post-inspection status update to present preliminary findings.
1. Calculate energy use and cost for all viable ECMs: Calculation methodology will be determined by OpTerra Energy Services, and may include spreadsheet analysis or other accepted tools following the methodology of ASHRAE or other nationally recognized authority and shall be based on sound engineering principles
 2. Operational and maintenance savings, if any, will be identified as a separate line item.
 3. Prepare a proposed "Project Cost" and a list of "Services to Be Provided," in anticipation of OpTerra Energy Services and Firebaugh entering into an Energy Services Contract to design, construct, install, and monitor the proposed ECMs. The proposed Project Cost is conditioned on prompt execution of the Energy Services Contract and the condition that hazardous substance or abnormal subsurface/soil condition issues are not present.
 4. Provide the financial analysis and the Energy Services Contract to Firebaugh.

5. Meet with Firebaugh to review the options proposed and assemble a package of options which is compatible with Firebaugh's investment and infrastructure improvement goals and review the project cost and list of services to determine next steps.

III. Technologies to be Considered:

- A. The technologies listed below will be considered during the performance of assessments:
 1. LED lighting and control upgrades
 2. HVAC upgrades/replacements/addition
 3. VFD upgrades
 4. Solar photovoltaic projects
 5. Water meter installations
 6. Construction of new building

ATTACHMENT B
FIREBAUGH SITE INVENTORY

PART I: SITES INCLUDED IN ASSESSMENT

Building Name	Address (All sites in Firebaugh, CA 93622)	Square Feet
City Sites with Targeted ECMs		
Sewer Plant	SW SW SW 34 12 14	NA
Water Site #2	LEVEE & VASQUEZ DR WATER	NA
Water Site #1 - Water Booster Pump	1/2 MI N/O ROAD 7-1/2, ES SAN JOAQUIN RIVER	NA
Booster Pump	NW NW 33-12-14	NA
75HP	NW NW 28-12-14	NA
Well Site #16	1/2 MI N/O AVE 7, E/O SAN JOAQUIN RIVER	NA
Well #11 - 60HP PUMP PARK	ES CITY PARK AT 16TH	NA
Main Lift Station	SE SE 20 12 14	NA
Well Site #15	1/2 MI N/O AVE 7, E/O SAN JOAQUIN RIVER	NA
Well #17	NE SW SE 28 12 14	NA
Fire Department (City Hall)	1575 11th Street	9,220
Water Pump	SW SW 34-12-14	NA
City Hall	1133 P Street	3,450
Head Start	1777 Thomas Conboy Avenue	1,740
Learning Center	1668 11th Street	2,240
Senior Center	1601 Thomas Conboy Avenue	2,467
Public Works	1666 11th Street	3,200
Rodeo Park Lighting	SW NW SEC 28-12-14	NA
Communication Tower	1666 11th Street	NA

PART II: SITES NOT INCLUDED IN ASSESSMENT

Sites not mentioned above

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh Vol. No. 17/11-06

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

CALL TO ORDER Meeting called to order by Mayor Jenkins at 6:01 p.m.

ROLL CALL

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

ABSENT:

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

PLEDGE OF ALLEGIANCE Council Member Valdez led pledge of Allegiance.

PUBLIC COMMENT Mayor Jenkins took a moment of silence for the lives lost in the past church shooting.

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council regular meeting on October 16, 2017.

Motion to accept consent calendar by Council Member Sablan, second by Council Member Perez; motion pass by Consensus 5-0 vote.

PUBLIC HEARING

2. ORDINANCE NO. 17-03 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ESTABLISHING REGULATIONS WITHIN THE FIREBAUGH MUNICIPAL CODE TO IMPLEMENT THE ADULT USE OF MARIJUANA ACT, INCLUDING ALLOWING COMMERCIAL CANNABIS OPERATIONS IN THE M-2 (HEAVY INDUSTRIAL) ZONE, SUBJECT TO A CONDITIONAL USE PERMIT, AND ESTABLISHING DEVELOPMENT STANDARDS FOR SUCH OPERATIONS – FIRST READING.

City Planner Karl Schoettler informed that six State Agencies act as an oversight of Marijuana regulations and recommend if the tax measure fails during the election, the ordinance should be void because the city will not cover costs to allow and regulate these type of businesses. This ordinance prohibits all/any deliveries to Firebaugh due to concern of Public Safety. Marlene Britton quested if there will be issues with water use or pressure and if so what will be the effect. Planner replied that businesses are efficient, water has not really been an issue, but there are issues with the power. Council Member Valdez recommended adding additional parcel next to the airport, along HWY 33 to expand the area to allow marijuana businesses to operate. **Public Hearing Opened at 6:15 pm** - Gilbert Coelho strongly expresses the city does not need those types of businesses, if other cities offer marijuana services and businesses already. Mr. Coelho is not in favor of these types of businesses as an effort to protect the safety of the children in our community. Jan Britton, teacher at our local school added, the school just celebrated red ribbon week, which encourage kids to live drug free, and is living in the area that the city is considering allowing marijuana businesses; she is also not in favor. Council Member Lopez explained the City wants to put an ordinance in place, so the State does not enforce a more lenient policy or regulations for our city. City Planner advised the City could also ban all forms of marijuana businesses. Police Chief added, the State may still override the city ordinance but only for the City's that do ban all forms of marijuana options. **Public Hearing Closed at 6:35 pm.**

Motion to waive the first reading Ord. 17-03 by Council Member Valdez, second by Council Member Sablan; motion pass by consensus 5-0 vote.

NEW BUSINESS

3. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND DISCUSS POTENTIAL ANNEXATION OF EIGHT PARCELS WHICH APPROXIMATELY 115 ACRES.

Council Members expressed interest in annexing eight parcels totaling an area of approximately 115 acres, along both sides of Washoe Avenue. The fact that Firebaugh's Sphere of Influence (SOI) boundary runs down the middle of Washoe, one issue with some of the Parcels outside the SOI, the SOI needs to be amended so all portions of the proposed parcels are included. In addition, amending the SOI also requires the City to update its General Plan – to address the new lands that will be come under City control. State law requires City must prepare a document called a Municipal Service Review (MSR) when an amendment is made to the Sphere of Influence. An MSR is reviewed by all agencies that provide services within the Sphere of Influence of a City, which typically includes irrigation districts, fire districts, Mosquito Abatement Districts, Memorial Districts and County Service Area districts, among others. Then, it must be reviewed and approved by LAFCo (Fresno Local Agency Formation Commission). Finally, an environmental analysis must be prepared by the City and circulated for public review and comment required by CEQA (California Environmental Quality Act), before the City can take action on any matter. Annexation law requires that for this site, property owners owning at least 50% of the assessed value of the land being annexed must give written consent to the annexation – otherwise the annexation could be terminated. City would also have to pay significant fees to LAFCo, Fresno County Fire Protection District, advertisement and other fees totaling estimated cost of \$53,790. Estimated time to complete process is six to eight months.

Council Member Valdez recommendation was to complete a survey to receive public input. Mayor Jenkins suggested the City ask proposed business owners interested in operating that area share cost for the annexation.

4. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW SOCIAL MEDIA INTERNET COMMUNICATIONS WITH CONSULTANT ON PROVIDED SERVICES.

Recommended Action: Council receives public comments, Informational Item only.

5. RESOLUTION NO. 17-43 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP BY THE CITY IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY; AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY; AUTHORIZING THE CITY TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF FIREBAUGH; AND AUTHORIZING RELATED ACTIONS.

Motion to approve Res. No. 17-43 by Council Member Lopez, second by Council Member Sablan; motion pass by consensus 5-0 vote.

6. RESOLUTION NO. 17-44 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING AN APPLICATION FOR FUNDING FROM THE DEPARTMENT OF WATER RESOURCES AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THERETO, FOR THE FIREBAUGH MULTI-BENEFIT MANAGEMENT PROJECT.

Motion to approve Res. No. 17-44 by Council Member Valdez, second by Council Member Perez; motion pass by consensus 5-0 vote.

7. RESOLUTION NO. 17 - 45 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE CITY MANAGER TO SETTLE CLAIM NUMBER 938194-GF WITH NATIONWIDE AGRIBUSINESS INS. NAIC, et al. AND EXECUTE A PROPERTY DAMAGE RELEASE.

Motion to approve Res. No. 17-45 by Council Member Valdez, second by Council Member Perez; motion pass by consensus 5-0 vote.

8. RESOLUTION NO. 17 - 46 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH FOR THE ACCEPTANCE OF WATER MAIN REPLACEMENT 15-CDBG-10568, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO RELEASE PAYMENT AND PERFORMANCE BONDS AND TO MAKE FINAL PAYMENT OF RETENTION MONIES TO ROLFE CONSTRUCTION.

Motion to approve Res. No. 17-46 by Council Member Lopez, second by Council Member Valdez; motion pass by consensus 5-0 vote.

9. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND DISCUSS PURCHASE OF IPADS WITH INTERNET SERVICES FOR CITY COUNCIL.

Recommended Action: Council receives public comments & staff direction.

STAFF REPORTS

- **Police Chief, Sal Raygoza** – The City received \$1.2 million check for courthouse purchase, Freddy, Ben and Sal will be going to Sacramento to discuss the purchase with the State. Mayor Jenkins stated he would be attending, too.
- **Finance Director, Pio Martin** – Reported information has been submitted to the Auditor, who is working on the audit; staff has requested some information needed to report to financial advisor for purposes of the bond and grant application. Use of credit card payments system is on hold because of compatibility issue with our current operating system.
- **Public Works Director, Ben Gallegos** – Estimated cost is about \$780,000 for the Senior Center Rehab, after renegotiating with the contractor that submitted the only bid. The parking lot was removed, so staff will seek additional funding to pave in the future. Had an emergency break this weekend, Rolfe Construction came out and repaired it in the line at night for the city, estimated repair cost is \$15,000. City is applying for Community Development Block Grant funding for \$1.9 Million to rehab the VFW Hall, repair sewer lines, address issues at the sewer farm and repair other sewer projects to avoid future breaks.
- **City Attorney, Meggin Boranian** – Stated other cities asked her for sexual harassment training, because of the matter taking place with the Harry Weinstein case.
- **Council Member Sablan** - Requested a joint meeting with the school board members.
- **Council Member Valdez** – Stated, “Residents and business owners expressed approval of dispensaries and how they affected the town.”

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

Motion to enter closed session at 7:56 pm, by Council Member Valdez, second by Council Member Sablan; motion pass by unanimous 5-0 vote.

CLOSED SESSION

10. Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT: City Manager.

Motion to enter open session at 8:37 pm, motion pass by unanimous 5-0 vote.

ANNOUNCEMENT AFTER CLOSED SESSION: *Nothing to report.*

ADJOURNMENT *Motion to adjourn by Councilmember Valdez, second by Councilmember Perez; motion passes by unanimous 5-0 vote at 8:38 p.m.*



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: November 20, 2017

SUBJECT: Warrant Register Dated: October 1, 2017 – October 31, 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:

OCTOBER 01, 2017 – OCTOBER 31, 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	# 35756 – #35872	<u>\$ 308,835.49</u>
PAYROLL WARRANTS.....	# 68801 – #68912	<u>\$ 208,879.68</u>

TOTAL WARRANTS..... \$ **517,715.17**

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2017 - OCTOBER 31, 2017

Check Number	Check Date	Name	Net Amount	Description
35673	10/5/2017	BRADY JENKINS	\$ (150.00)	Ck# 035673 Reversed
35692	10/24/2017	CSJVRMA	\$ -	Ck# 035692 Reversed
			<u>\$ (55,056.00)</u>	Ck# 035692 Reversed
		Check Total:	\$ (55,056.00)	
35756	10/2/2017	CITY OF FIREBAUGH	\$ 35,333.52	UNITED SEC BANK-PAYROLL
35757	10/5/2017	A.ROBERTO GARZA	\$ 1,510.25	PD-WORK ORDER AND MATERIAL
35758	10/5/2017	KARINA ARCHILA	\$ 150.00	A/F HALL CLEANING DEPOSIT
35759	10/5/2017	JOHN BORBOA	\$ 1,666.66	FIRE OTHER SERVICES
35760	10/5/2017	FERNANDO CAMPA	\$ 250.00	HEALTH INSURANCE STIPEND
35761	10/5/2017	CEDAR VETERINARY HOSPITAL	\$ 186.00	K9 BOARDING FEES 8/10
			<u>\$ 124.00</u>	K9 BOARDING FEES 9/7-9/10
		Check Total:	\$ 310.00	
35762	10/5/2017	CAPTO	\$ 100.00	2017 CAPTO DUES/TRAINING
35763	10/5/2017	CORELOGIC SOLUTIONS, LLC.	\$ 200.00	POSTAGE-FLAT FEE LIMITED
35764	10/5/2017	JUAN CARLOS CORTES	\$ 150.00	DUNKLE PARK ENCLOSED AREA
35765	10/5/2017	CVR & ASSOCIATES, INC.	\$ 2,164.64	BLDG & INSPEC INSPECTION
35766	10/5/2017	FIREBAUGH AUTO REPAIR	\$ 130.00	2006 FORD VIC PD #14-DIAGNOSIS
35767	10/5/2017	FRESNO CO ECONOMIC OPPOR	\$ 115.00	SENIORS BUS FARE FRESNO FAIR
35768	10/5/2017	FRESNO NEON SIGN COMPANY	\$ 3,991.07	DAKTRONICS ETHERNET RADIO
35769	10/5/2017	GOLDEN STATE FLOW	\$ 3,772.63	SMART POINT HOURLY READ
35770	10/5/2017	RODDY A. LAKE	\$ 300.65	POLICE HEALTH INS
35771	10/5/2017	MADERA HONDA SUZUKI	\$ 541.24	PD UNIT#13 MOTORCYCLE-SERV.
35772	10/5/2017	MEGGIN BORANIAN	\$ 6,000.00	MONTHLY RETAINER FOR OCT17
35773	10/5/2017	MID-VALLEY DISPOSAL	\$ 27,553.60	SERVICES PERFORMED DURING
35774	10/5/2017	RICARDO MONAY	\$ 250.00	HEALTH INSURANCE STIPEND

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2017 - OCTOBER 31, 2017

Check Number	Check Date	Name	Net Amount	Description
35775	10/5/2017	NORTHSTAR CHEMICAL	\$ 2,829.88	WATER PLANT #2-SODIUM
35776	10/5/2017	CALIF PUBLIC EMPLOYEES RE	\$ 7,569.51	ANNUAL UNFUNDED ACCRUED
			\$ 12,442.11	ANNUAL UNFUNDED ACCRUED
			\$ 0.51	ANNUAL UNFUNDED ACCRUED
		Check Total:	\$ 20,012.13	
35777	10/5/2017	QUILL CORPORATION	\$ 51.81	SENIOR CENTER- SUPPLIES
			\$ 60.43	CITY HALL OFFICE SUPPLIES
		Check Total:	\$ 112.24	
35778	10/5/2017	LINDA H. RAMOS	\$ 250.00	HEALTH INSURANCE STIPEND
35779	10/5/2017	THE OFFICE CITY	\$ 161.91	PD-CHAIR MESH
			\$ (161.91)	Ck# 035779 Reversed
		Check Total:	\$ -	
35780	10/5/2017	THOMASON TRACTOR COMPA	\$ 24.93	PW-CHAIN
			\$ 51.31	LAWN EQUIPMENT-OIL
			\$ 204.59	JD BACKHOE
			\$ 471.43	JD DISC-WHEEL BOLT/NUT/
		Check Total:	\$ 752.26	
35781	10/5/2017	U.S. BANK EQUIPMENT FINAN	\$ 502.20	RNT/LEASE EQUIP 9/20/17-10/20/17
35782	10/5/2017	U.S. POSTMASTER	\$ 777.86	UTILITY BILLING FOR OCT 2017
35783	10/5/2017	WESTAMERICA BANK	\$ 460.00	SENIORS FOOD ALLOWANCE FAIR
35784	10/5/2017	TUCKER CARRILLO-ZAZUETA	\$ 250.00	HEALTH INSURANCE STIPEND
35785	10/5/2017	MUNEERA AHMED	\$ 38.75	MQ CUSTOMER REFUND
35786	10/5/2017	MARIA BENCOMO	\$ 22.82	MQ CUSTOMER REFUND
35787	10/5/2017	RITA FUENTES-GARCIA	\$ 2.31	MQ CUSTOMER REFUND
35788	10/5/2017	RAY J. MALDONADO	\$ 39.22	MQ CUSTOMER REFUND
35789	10/5/2017	BRADY JENKINS	\$ 150.00	A/F HALL CLEANING DEPOSIT
35790	10/5/2017	CITY OF FIREBAUGH	\$ 2,879.58	UNITED SEC BANK-PAYROLL
35791	10/11/2017	CITY OF FIREBAUGH	\$ 83,530.65	UNITED SEC BANK-PAYROLL
35792	10/13/2017	A.ROBERTO GARZA	\$ 4,570.42	POLICE DEPT MATERIALS/LABOR

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2017 - OCTOBER 31, 2017

Check Number	Check Date	Name	Net Amount	Description
35793	10/13/2017	AGRI-VALLEY IRRIGATION LL	\$ 1.52	DUNKLE PARK-ADAPTER MALE
			\$ 93.99	PARKS-SPRINKLER POP U
			\$ 2.83	RODEO GROUNDS/PARK-NIPPLE
			\$ 70.15	RODEO PARK-SPRINKLER POP
			\$ 3.57	RODEO GROUNDS-NIPPLE/COUPLE
			\$ 18.97	PARKERS PARK-NOZZLE/SPRING
			\$ 3.45	VFW HALL-NOZZLE/POP UP
			\$ 22.77	DUNKLE PARK BASEBALL-COUPLE
			\$ 57.79	DUNKLE PARK-SPRINKLER/NIPPLE
			\$ 1.20	WATER LEAK 7TH ALLEY-COUPLE
		Check Total:	\$ 276.24	
35794	10/13/2017	AXCES INDUSTRIAL SUPPLY	\$ 660.81	FLOAT AWAY/CITRUS FLOATING
35795	10/13/2017	BACKFLOW DISTRIBUTORS, IN	\$ 107.00	MIDWEST BACKFLOW TEST KIT
35796	10/13/2017	CALIFORNIA BUILDING STAND	\$ 73.80	BUILDING STANDARDS ADMIN.
35797	10/13/2017	COLLINS & SCHOETTLER	\$ 4,920.00	PLANNING CONSULTING SEP17
35798	10/13/2017	DEPT. OF CONSERVATION	\$ 174.26	BLDG & INSPECTION 7/1//17
35799	10/13/2017	DEPARTMENT OF JUSTICE	\$ 170.00	FINGERPRINT/CHILD ABUSE I
35800	10/13/2017	DONALD R. REYNOLDS, CPA	\$ 1,500.00	SECONG PROGRESS BILLING AUDIT
35801	10/13/2017	ESAFETY SUPPLIES, INC.	\$ 201.17	RAVEN NITRILE GLOVES-LARGE
35802	10/13/2017	FERGUSON ENTERPRISES, INC	\$ 856.85	PW-REP CLAMP
35803	10/13/2017	FIREBAUGH LAS DELTAS	\$ 28,932.16	COMMUNITY CTR SEWER LINE
35804	10/13/2017	FIREBAUGH HARDWARE COMI	\$ 168.14	MALDONADO PARK-CONCRETE
			\$ 37.69	PD-DRYWALL TAPE/DRYWALL
			\$ 64.70	PD-DRYWALL SCREWS/WALLBOARD
		Check Total:	\$ 270.53	
35805	10/13/2017	FRESNO COUNTY TREASURER	\$ 164.04	ACCESS FEES SEPTEMEBER 2017
35806	10/13/2017	FRESNO OXYGEN	\$ 46.80	SHOP-PARTS
35807	10/13/2017	GUTHRIE PETROLEUM, INC.	\$ 1,306.90	BULK UNLEADED GASOLINE
			\$ 1,403.55	BULK UNLEADED GASOLINE
			\$ 896.78	BULK UNLEADED GASOLINE
			\$ 1,111.11	BULK DIESEL FUEL

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2017 - OCTOBER 31, 2017

Check Number	Check Date	Name	Net Amount	Description
35807	10/13/2017	GUTHRIE PETROLEUM, INC.	\$ <u>1,185.81</u>	BULK UNLEADED GASOLINE
Check Total:			\$ 5,904.15	
35808	10/13/2017	L.N.CURTIS & SONS	\$ 1,530.73	FD-MAKO BREATHING AIR
35809	10/13/2017	MANUELS TIRE SERVICE, INC	\$ 112.93	TRAILER-TUBE
			\$ 367.31	PD#5-GOODYEAR
			\$ 385.51	PD#11-GOODYEAR/STEM
			\$ 16.26	PD#5-RADIAL PATCH
			\$ 384.48	PD#6-GOODYEAR
			\$ 233.84	JD-TUBE
			\$ 16.26	FORD F150-RADIAL PATCH
			\$ <u>16.26</u>	FORD F150-VALVE STEM
Check Total:			\$ 1,532.85	
35810	10/13/2017	PACIFIC GAS & ELECTRIC	\$ 2,126.00	E/RUBI GARDENS-DRAIN PUMP
			\$ <u>82.98</u>	3228327255-0 FIRE DEPT
Check Total:			\$ 2,208.98	
35811	10/13/2017	PAPA	\$ 45.00	MEMBERSHIP RENEWAL BEN
35812	10/13/2017	SALEM ENGINEERING GROUP,	\$ 2,040.00	FIREBAUGH WATER MAIN REPLACE
			\$ <u>2,770.00</u>	FIREBAUGH WATER MAIN REPLACE
Check Total:			\$ 4,810.00	
35813	10/13/2017	SPARKLETT'S	\$ 84.45	PUBLIC WORKS/SHOP
35814	10/13/2017	STATE WATER RESOURCES CO	\$ 55.00	WATER DISTRIBUTION CERTIFICATE
35815	10/13/2017	THE OFFICE CITY	\$ 484.53	PD-STAND MACHINE
			\$ <u>194.11</u>	PD-BOARD TECHCORK/CHAIR
Check Total:			\$ 678.64	
35816	10/13/2017	UNITED RENTALS (NORTH AM)	\$ 1,855.91	PW-GENERATOR 70-84 KVA
35817	10/13/2017	USA BLUEBOOK	\$ 149.38	WWTP-HD POLY WIDE/NARROW
35818	10/13/2017	U.S. POSTMASTER	\$ 730.02	NOTICE OF ERROR IN SEPT/OCT BILL
35819	10/13/2017	WITMER PUBLIC SAFETY GROU	\$ 171.98	FD-COMFORT FIT RUBBER
35820	10/13/2017	ZEE MEDICAL SERVICE CO.	\$ 54.15	CITY HALL MEDICAL SUPPLIES
			\$ <u>59.68</u>	PUBLIC WORKS MEDICAL SUPPLY
Check Total:			\$ 113.83	
35821	10/20/2017	SYNCB/AMAZON	\$ 104.73	PD-LEATHER CASE/SCREEN

CITY OF FIREBAUGH ACCOUNTS PAYABLE
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Check Number	Check Date	Name	Net Amount	Description
35821	10/20/2017	SYNCB/AMAZON	\$ 508.92	PD-APPLE PENCIL FOR IPAD
			<u>\$ 2,747.12</u>	PD-IPAD PRO/3 CANNON POWER
		Check Total:	\$ 3,360.77	
35822	10/20/2017	U.S. POSTMASTER	\$ 578.22	CORRECTION BILLING ON OCT17
35823	10/20/2017	ADAMS ASHBY GROUP, LLC	\$ 2,190.00	GENERAL ADMIN-15-CDBG-105
			<u>\$ 1,760.00</u>	LABOR COMPLIANCE-WATERLINE
		Check Total:	\$ 3,950.00	
35824	10/20/2017	AG & INDUSTRIAL SUPPLY	\$ 9.66	STICK FOR BROOM-HANDLE
			\$ 7.21	EDGER BLADES
			\$ 11.68	FLAIL MOWER-BOLT
			<u>\$ 26.66</u>	SHOP-FUSE ASSORTMENT
		Check Total:	\$ 55.21	
35825	10/20/2017	SYNCB/AMAZON	\$ 114.54	PD-MOUSE PAD/IPAD STAND
			\$ 388.32	PD-DESK IN HARVEST/FILE
			<u>\$ 189.42</u>	PD-HUTCH IN HARVEST CHERRY
		Check Total:	\$ 692.28	
35826	10/20/2017	AT&T MOBILITY	\$ 415.00	POLICE DEPT #287249191200
35827	10/20/2017	AUTOZONE COMMERCIAL (137	\$ 22.44	PD#5-DURALAST HEAD TEMP
			\$ 188.95	PD#14-DUAL FAN ASSEMBLY
			\$ 15.24	PD-HEADLIGHT LEN
			\$ 26.98	PD#10-DODGE SIDELES
			\$ 12.95	PD#14-DURALAST OIL PRESSURE
			<u>\$ 6.47</u>	PD#6-FEBREEZE AIR EFFECTS
		Check Total:	\$ 273.03	
35828	10/20/2017	CED-FRESNO	\$ 69.10	STREET LIGHT-LOCKING PE
35829	10/20/2017	CITY OF FRESNO	\$ 210.00	PD-EXTENDED ACADE,Y CADET
35830	10/20/2017	CORBIN WILLITS SYSTEMS	\$ 822.18	ADMINISTRATION C/W SERVICE
35831	10/20/2017	DISH	\$ 50.30	SENIOR CENTER CABLE
35832	10/20/2017	EMBREE ASSET GROUP, INC.	\$ 27,256.30	ELECTRICAL SERVICE UNDER
35833	10/20/2017	FIREBAUGH AUTO REPAIR	\$ 117.00	PW323-BATTTERY
			<u>\$ 117.00</u>	PD UNIT#3-BATTERY
		Check Total:	\$ 234.00	
35834	10/20/2017	FOUNDATION FOR FIREBAUGH	\$ 100.00	A/F HALL CLEANING DEPOSIT

CITY OF FIREBAUGH ACCOUNTS PAYABLE
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Check Number	Check Date	Name	Net Amount	Description
35835	10/20/2017	GALLS, LLC	\$ 1,723.57	PD-DUTY BELT/FLASHLIGHT
35836	10/20/2017	GOLDEN STATE FLOW	\$ 11,943.35	T16-SENSUS METERS/15-GASKET
35837	10/20/2017	DULCE HIDALGO	\$ 150.00	ENCLOSED AREA CLEANING DEP
35838	10/20/2017	LOZANO SMITH, LLP	\$ 32.00	PROFESSIONAL SERVICES
35839	10/20/2017	OLGA MAGALLON	\$ 150.00	ENCLOSED AREA CLEANING DEP
35840	10/20/2017	MID-VALLEY DISPOSAL	\$ 254.00	WATER TREATMENT PLANT
35841	10/20/2017	MARCUS OLVERA	\$ 175.00	CANCELLATION FUNCTION
35842	10/20/2017	RAY MORGAN COMPANY	\$ 593.52	LEASE 9/20/17-10/10/17
35843	10/20/2017	SPARKLETTES	\$ 65.20	POLICE DEPT
			\$ 97.17	SENIOR CENTER/CITY HALL
		Check Total:	\$ 162.37	
35844	10/20/2017	STAPLES BUSINESS ADVANTAGE	\$ 103.89	PD-CHAIRMAT/DESK PAD/MTH
			\$ 94.33	PD-NOTEBOOK
		Check Total:	\$ 198.22	
35845	10/20/2017	ST. JOSEPH'S CHURCH	\$ 150.00	A/F HALL CLEANING DEPOSIT
35846	10/20/2017	TPX COMMUNICATIONS	\$ 1,569.68	ALL DEPTS- TELEPHONE & INTERNET
35847	10/20/2017	UNITED RENTALS (NORTH AM)	\$ 1,855.91	GENERATOR 70-84 KVA
35848	10/20/2017	VERIZON WIRELESS	\$ 804.11	ALL DEPTS CELL PHONES
35849	10/24/2017	CSJVRMA	\$ 55,056.00	2017-2018 2ND QTR DEPOSIT
35850	10/25/2017	CITY OF FIREBAUGH	\$ 87,135.93	UNITED SEC BANK-PAYROLL
35851	10/26/2017	A.ROBERTO GARZA	\$ 872.64	PD-INSTALL WINDOW AC/HEAT
			\$ 6,200.00	PD-MATERIAL/REPAIR BALANCE
		Check Total:	\$ 7,072.64	
35852	10/26/2017	AT&T	\$ 112.28	ALL DEPT INTERNET #939101
			\$ 608.64	#9391012024 ALL DEPTS TELEPHONE
			\$ 499.77	PD INTERNET #9391012020
		Check Total:	\$ 1,220.69	
35853	10/26/2017	MADERA COUNTY TAX COLLE	\$ 1,974.84	WATER OPER TAX ON WELLS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
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Check Number	Check Date	Name	Net Amount	Description
35854	10/26/2017	CENTRAL VALLEY TOXICOLOG	\$ 38.00	PD-ALCOHOL ANALYSIS
			\$ 172.00	PD-DRUG SCREEN TESTING
		Check Total:	\$ 210.00	
35855	10/26/2017	DEPT. OF TRANSPORTATION	\$ 709.43	SIGNAL AND LIGHTING BILLING
35856	10/26/2017	DULEY'S LANDSCAPING, INC.	\$ 2,634.00	MALDONADO PARK REPAIR
35857	10/26/2017	FEDEX	\$ 104.16	BACKFLOW DISTRIBUTERS
35858	10/26/2017	FIREBAUGH AUTO REPAIR	\$ 360.99	FD-STARTER/DIAGNOSE
35859	10/26/2017	FIRST BANKCARD	\$ 1,859.00	PD-AMMOMAN
			\$ 1,144.36	PW-OFFICE DEPOT CITY HALL
			\$ 56.82	PD-ANTOJITOS DISPATCH LUNCHEON
			\$ 219.00	PD-AMMOMAN
			\$ 16.67	PD-SETTLEMENTONE SCREENING
			\$ 29.15	PD-FB RESTAURANT COALINGA
			\$ 39.78	PD-VISTAPRO POSTCARDS
			\$ 5.00	PW-LA LIVE PARKING GARAGE
			\$ 6.40	PW-UBER ICSC CONFERENCE
			\$ 6.37	PW-UBER ICSC CONFERENCE
			\$ 15.00	PW-PRIORITY PARKING LEAGUE
			\$ 26.00	PW-LEAGUE OF CITIES GAS
			\$ 217.49	PW-WHOLESALE BINGO SUPPLIES
			\$ 39.65	PW-VALLEY RUBBER & GASKET
			\$ 53.02	PD-RAZZARI FORD UNIT#15
			\$ 1,286.65	PD-GILL AUTO UNIT #10 TRU
			\$ 64.31	PD-AVENAL LANDFILL DOGS
			\$ 12.15	PW-TAXI ICSC CONFERENCE
			\$ 6.32	PW-UBER ICSC CONFERENCE
			\$ 39.86	PW-BLDG DEPT PROBLEM SOLVE
			\$ 288.00	PW-VAGABOND BEN GALLEGOS
			\$ 288.00	PW-VAGABOND HOTEL FREDDY
			\$ 288.00	PW-VAGABOND HOTEL BRADY
		Check Total:	\$ 6,007.00	
35860	10/26/2017	GOUVEIA ENGINEERING, INC.	\$ 301.88	725.01 PUBLIC WORKS GENERATOR
			\$ 1,500.00	740.12 HUD TANK
			\$ 7,668.94	740.09 III CDBG WATER MAINTENANCE
			\$ 534.19	745.01 STREETS GENERAL
			\$ 66.94	785.19 SENIOR CENTER REHAB
			\$ 192.94	785.21 EPPLER RESIDENCE
			\$ 60.38	795.01 GRANT FUNDING GENE
			\$ 283.50	795.14 SMALL COMMUNITIES

CITY OF FIREBAUGH ACCOUNTS PAYABLE
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Check Number	Check Date	Name	Net Amount	Description
35860	10/26/2017	GOUVEIA ENGINEERING, INC.	\$ 3,200.00	730.07 SRF WWTP IMPROVEMENT
Check Total:			\$ 13,808.77	
35861	10/26/2017	HOME DEPOT CREDIT SERVICE	\$ 140.41	TRUCK#35 TOOLS/COF SIGN
35862	10/26/2017	KER WEST, INC. DBA	\$ 333.00	LEGAL NOTICE-CDBG NOTICE
			\$ 378.00	LEGAL NOTICES-CDBG NOTICE
			\$ 126.00	LEGAL NOTICES-PUBLIC HEARING
Check Total:			\$ 837.00	
35863	10/26/2017	L.N.CURTIS & SONS	\$ 178.16	FD-CYLINDER VALVE
35864	10/26/2017	MOORE TWINING ASSOCIATES	\$ 2,725.00	PROFESSIONAL SERVICES 9/1/2017
35865	10/26/2017	PACIFIC GAS & ELECTRIC	\$ 72,095.57	ALL DEPTS #7355932148-1
35866	10/26/2017	PEREZ SMOG & LUBE	\$ 45.00	PW#6-SMOG TEST
			\$ 150.00	PW#2-SMOG TEST
Check Total:			\$ 195.00	
35867	10/26/2017	QUILL CORPORATION	\$ 261.21	COMMUNITY CTR-CLEANING SUPPLY
			\$ 239.63	CITY HALL DEODORIZER/TOILET
			\$ 107.95	COMMUNITY CTR-DISPENSER
			\$ 200.12	CITY HALL OFFICE
			\$ 261.21	CITY HALL CLEANING SUPPLIES
			\$ 9.38	BUILDING DEPT PHONE CORD
Check Total:			\$ 1,079.50	
35868	10/26/2017	RELIABLE BUSINESS TECHNOLOGIES	\$ 900.00	ANNUAL SERVICE CONTRACT
35869	10/26/2017	RSG, INC.	\$ 112.50	2017-18 SUCCESSOR AGENCY
35870	10/26/2017	STAPLES BUSINESS ADVANTAGE	\$ 21.43	PD-USB CABLE
			\$ 10.45	PD-BLACK USB DEVICE
			\$ 23.48	PD-USB/CORD
Check Total:			\$ 55.36	
35871	10/26/2017	VALLEY NETWORK SOLUTIONS	\$ 577.50	PD-NEW 911 VESTA SYSTEM REPAIR
35872	10/26/2017	WEST SIDE DRUG STORE	\$ 8.44	PD-ENVELOPES

ORDINANCE NO. 17-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ESTABLISHING REGULATIONS WITHIN THE FIREBAUGH MUNICIPAL CODE TO IMPLEMENT THE ADULT USE OF MARIJUANA ACT, INCLUDING ALLOWING COMMERCIAL CANNABIS OPERATIONS IN THE M-2 (HEAVY INDUSTRIAL) ZONE, SUBJECT TO A CONDITIONAL USE PERMIT, AND ESTABLISHING DEVELOPMENT STANDARDS FOR SUCH OPERATIONS.

WHEREAS, on November 8, 2016, Proposition 64 (Adult Use of Marijuana Act (AUMA)) was approved by California voters for the purpose of providing a comprehensive regulatory framework for the licensing, control, and taxation of non-medical commercial cannabis related businesses in California; and

WHEREAS, AUMA expressly protects a City's local licensing practices, zoning authority, and other local actions taken under the City's constitutional municipal and police powers for the purpose of commercial cannabis activities; and

WHEREAS, the City Council recognizes, upon consultation with law enforcement, that supply chains for commercial cannabis and marijuana-related products as they currently exist, in the absence of state and local regulatory schemes, can and do benefit criminal elements to the detriment of residents of the State of California, the County of Fresno, and very likely the City of Firebaugh, without full regard for public safety, health and welfare issues; and

WHEREAS, the City Council recognizes the individual freedom and privacy interests that surround the choice of what to take into one's body, following consultation with one's chosen health care providers, and for one's own health-related purposes, and in a manner that is responsible in its impacts on others in the community, including children, and

WHEREAS, the City Council also recognizes its obligation to provide guidance on appropriate community standards of health, safety, and welfare, and where appropriate, to protect residents – especially residents of particularly vulnerable populations like children – from violation and abuse of those community standards; and

WHEREAS, the City Council desires to establish reasonable land use controls and reasonable regulations on the operation of commercial cannabis related businesses which are intended to operate in conjunction with the zoning and land use regulations of the City of Firebaugh, and which are intended to address the negative impacts, nuisance impacts, and criminal impacts of unregulated cannabis-related businesses, and

WHEREAS, commercial cannabis related businesses will be subject to the zoning and land use regulations of the zoning district in which such businesses establish and operate, as set forth in Chapter 25 of the Firebaugh Municipal Code, and as otherwise established by the City, and

WHEREAS, the City Council finds that the activities permitted under this ordinance are consistent with and implement the goals and policies of the Firebaugh General Plan, and

WHEREAS, the City Council finds that the adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) per Section 15061 (b) (3) of the CEQA Guidelines which stipulate that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

THE CITY COUNCIL OF THE CITY OF FIREBAUGH DOES ORDAIN AS FOLLOWS:

Section 1. Section 25-29.2 (Industrial Zones: Permitted Uses) of the Firebaugh Municipal Code is hereby amended:

Use	Zone	
	M-1 Zone	M-2 zone
1. Assembling, cleaning, manufacturing, processing repairing or testing of products, conducted within an enclosed structure, or within a screened outdoor storage area, except for the following uses listed under 1a through 1k, which are permitted only in the M-2 zone by Conditional Use Permit	P	P
a. Drop forges	-	CUP
b. Fertilizer manufacturing	-	CUP
c. Animal processing, including slaughterhouses, reduction, rendering and glue manufacturing	-	CUP
d. Petroleum products manufacturing, processing and storage, including oils, gasoline, natural gas, paints and tar	-	CUP
e. Incinerators		CUP
f. Metal industries (ores, reduction, refining, smelting and alloying)		CUP
g. Paper and paper product manufacturing	-	CUP
h. Textile mills	-	CUP
i. Chemical manufacturing	-	CUP
j. Rubber manufacturing	-	CUP
2. Assembling, cleaning, manufacturing, processing, repairing or testing of products not listed under 1a through 1b that are conducted primarily outdoors.	CUP	CUP
3. Agricultural services and industries, including the following:		
a. Food and dairy processing	P	P
b. Canneries	P	P
c. Cold storage facilities	P	P
d. Crop cultivation	P	P
e. Grain storage and processing	P	P
f. Marijuana cultivation, manufacturing, testing, transportation and distribution	-	CUP, subject to standards contained in Section 25-41-13
g. f. Nurseries	P	P
h. g. Packing houses	P	P
i. h. Veterinary services, livestock and large animals, including animal boarding	P	P
j. i. Animal sales yards	CUP	P
k. j. Agricultural exhibits, including sales, displays, large assembly of people and livestock.	P	P
4. Automobile oriented uses, including auto repair, tire shops, painting, upholstery, etc.	P	P

Use	Zone	
	M-1 Zone	M-2 zone
5. Concrete batch plants, processing of minerals, and aggregate and related materials, sand and gravel storage	CUP	P
6. Dwelling for a caretaker or security guard on the site of an approved use.	CUP	CUP
7. Fuel dealer and service stations	CUP	P
8. Airports, heliports/helipads	CUP	CUP
9. Farm supply stores	P	P
10. Lumber yards	P	P
11. Kennels	P	P
12. Mini storage facilities and storage buildings	P	P
13. Offices	P	P
14. Retail uses conducted as part of, and incidental to an established manufacturing operation (such as a candy store on the site of a candy manufacturing operation)	P	P
15. Research and development operations, including laboratories.	P	P
16. Recycling collection and processing facilities.	P	P
17. Salvage and wrecking facilities and junk yards	-	CUP
18. Towing services	P	P
19. Trucking, Transportation and distribution	P	P
20. Truck stops	CUP	CUP
21. Upholstery shops	P	P
22. Vehicle storage	P	P
23. Warehousing and wholesaling	P	P
24. Equipment rental and sales yards including farm equipment rental and sales	P	P
25. Building contractor offices and yards	P	P
26. Miscellaneous uses, including:		
a. Accessory uses on the site of a permitted use or conditionally-permitted use	P	P
b. Parking facilities on separate lots	P	P
c. Communications equipment buildings and structures (including wireless telecommunications facilities), public utility service yards, gas regulator stations, pumping stations, storm drainage reservoirs, public water wells, electric distribution substations and transmission line structures.	CUP	CUP
d. Private fueling stations located on-site with a permitted or conditionally permitted use.	P	P
e. Other uses determined to be similar in nature and intensity to those permitted in that particular zone, as determined by the city planner.	P	P
f. Other uses determined to be similar in nature and intensity to those conditionally permitted in that particular zone, as determined by the city planner.	CUP	CUP

Section 2. Subsection 25-41.13 is added to Chapter 25-41, as follows:

25-41.13 Marijuana cultivation, manufacturing, testing, transportation and distribution

a. Operational Requirements and Restrictions

Marijuana cultivation, manufacturing, testing, transportation and distribution businesses and activities are prohibited throughout the City of Firebaugh except where permitted by this title. Where permitted, such uses are subject to the following standards and requirements:

1. Register of Employees. The Operator shall maintain a current register of the names of persons required to have Employee Permits. The register shall be available to the Police Chief at all times immediately upon request.
2. Signage. There shall be no signage or markings on the Premises, or off-site, which in any way evidences that Marijuana Operations are occurring on the property. Interior building signage is permissible provided the signage is not visible outside of the building.
3. Marijuana Consumption. No marijuana shall be smoked, ingested or otherwise consumed on the premises of the Marijuana Operations. Adequate signage of this prohibition shall be displayed throughout the facility.
4. Alcoholic Beverages. No Marijuana Operation shall hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. In addition, alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the premises of the Marijuana Operations.
5. Transportation. Transportation shall only be conducted according to activity permitted by State law.
6. Deliveries. There shall be no deliveries from the premises except to a State or local licensed or permitted cannabis business.
7. Non-Commercial Marijuana Activity. No Non-Commercial or Recreational Marijuana Activity shall occur on the premises.
8. Retail Sales. The retail sale of marijuana is expressly prohibited.
9. Public Access. There shall be no public access to the premises.
10. Minors. It shall be unlawful for any Operator, Responsible Party, or other person in charge of any Marijuana Operations to employ any person who is not at least twenty-one (21) years of age, or any older age if set by the State.
11. Distance separation from schools. Marijuana Operations shall comply with the distance separation requirements from schools as required by State law.
12. Hours of Operation. Commercial Marijuana Operations shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances.

13. Building and Related Codes. The Marijuana Operation shall be subject to the following requirements:
- (a) The Premises in which the Marijuana Operations occur shall comply with all applicable local, state and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the Building Official of the City. The Operator shall obtain all required building permits and comply with all applicable City standards.
 - (b) The Responsible Party shall ensure that the Premises has sufficient electrical load for the Marijuana Operations.
 - (c) Butane and other flammable materials are permitted to be used for extraction and processing, provided the Operator complies with all applicable fire and building codes and any other requirements of the Firebaugh Fire Department to ensure the safety of that operation.
 - (d) The Operator shall comply with requirements pertaining to use of commercial kitchen facilities for the Marijuana Operations.
 - (e) The Operator shall comply with all environmental regulations pertaining to the Marijuana Operations, including the use and disposal of water and pesticides, and shall otherwise use best practices to avoid environmental harm.
14. Odor control. Marijuana Operations shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the Premises, outside the building housing the Marijuana Operations, or anywhere on adjacent property or public rights-of-way. As such, Marijuana Operations must install and maintain the following equipment or any other equipment which the City's Building Official determines has the same or better effectiveness:
- (a) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or
 - (b) An air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are not detectable outside the cannabis facility.
15. Secure Building. All Marijuana Operations shall occur entirely inside of a building that shall be secure, locked, and fully enclosed, with a ceiling, roof or top, and entirely opaque. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures (including, without limitation, commercial greenhouse structures) and include material strong enough to prevent entry except through an open door. Notwithstanding the foregoing, the roof may be of solid non-opaque material provided other security measures exist to ensure that the Marijuana Operation cannot be seen, heard or smelled beyond the property line. The precise building construction and material to be used shall be identified and provided to the City prior to construction and provided with the Registration.

16. Premises Security. The following security conditions shall apply:

- (a) Alarm System (both perimeter, fire and panic).
- (b) Remote monitoring of alarm systems.
- (c) Perimeter lighting systems (motion sensor) for after-hours security.
- (d) Perimeter fencing with constantina wire and lighting around the property perimeter.
- (e) Use of drive gates with card key access or similar to access the facility.
- (f) Entrance areas to be locked at all times areas, and under the control of a designated Responsible Party.
- (g) Use of access control systems to limit access to grow and processing areas.
- (h) Camera systems (360 degree perimeter, interior monitoring of all access points of the site from the interior) minimum 5 megapixel in resolution.
- (i) All security systems at the site are attached to an uninterruptable power supply that provide 24 hour of power.
- (j) 24 hour armed security patrols by a recognized security company licensed by the California Department of Consumer Affairs, or otherwise acceptable to the Police Chief.
- (k) All current contact information regarding the security company shall be provided to the Police Chief.
- (l) Law enforcement access to all security systems.
- (m) IP access for remote monitoring of security cameras by the Police Department.
- (n) Any and all video or audio tape recordings made for security or other purposes shall be marked with the date and time made and shall be kept, in an unaltered state, for a period of thirty (30) days and must be made available to any law enforcement agency for duplication upon demand. In addition, upon request by any law enforcement agency, the Responsible Party shall duplicate the records for that agency.
- (o) Hardened bullet-resistant windows for exterior windows as part of any new construction.
- (p) Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.
- (q) Electronic track and trace systems for product.
- (r) Premises may be audited by the City for compliance on a quarterly basis.
- (s) City may conduct random spot checks of product inventories, and cash, where applicable.

- (t) State of the art network security protocols and equipment need to be in place to protect computer information.
- (u) The foregoing requirements shall be approved by the Police Chief prior to commencing operations. The Police Chief may supplement these security requirements once operations begin.

17. Confidentiality Statement

- (a). The City, Police Chief, Police Department employees, and any other law enforcement official acting under the direction of the Police Chief who access the premises and video and/or audio feeds or recordings of the premises ("Recipients") may receive or be provided with confidential information relating to the Marijuana Operations, which may include the following: data, records, plans, concepts and matters relating to customers, vendors and tenants, agreements, business records including, without limitation, business records relating to intellectual property, marketing and sales plans, pricing and other business strategies (whether or not implemented); research and development plans or projects; computer materials such as programs, instructions and printouts; software, including, without limitation, any source codes, object codes, algorithms and other engineering information; formulas; business improvements and processes; information regarding the skills and compensation of executives; intellectual property rights and strategies including, without limitation, any work on patents, trademarks or tradenames, prior to any filing or the use thereof in commerce; financing terms and strategies; in each case together with all reports, summaries, studies, notes, compilations, analyses and other documentation which contain or otherwise reflect or are generated from any of the foregoing, and in each case regardless of the media in which the information is maintained (collectively "Confidential Information").
- (b) To the extent Confidential Information is acquired without a warrant from access to the premises and video and/or audio feeds or recordings as authorized under this section, the Recipients shall, to the maximum extent possible, keep such Confidential Information confidential and not disclose the Confidential Information to any third parties. Provided, however, that the Recipients may disclose Confidential Information to the State or Federal courts in California in connection with any criminal law enforcement action against the Premises owner, Operator, Responsible Party or business (including its employees, contractors and agents conducting business within the premises) arising from or related to the Marijuana Operations, but only to the extent it is necessary and relevant to such criminal prosecution, and the Recipients shall file any such documents under seal to the extent they contain any Confidential Information.

Notwithstanding the foregoing, City may disclose Confidential Information:

- (1) As may be required by the California Public Records Act or pursuant to a civil subpoena, provided however, the City shall notify the Operator and provide the Operator with a reasonable opportunity to obtain a protective order before disclosing the Confidential Information.
- (2) In connection with any City enforcement, proceeding relating to compliance with the City's Municipal Code and this section, but only to the extent the Confidential Information is relevant to the proceeding.

18. Deliveries of Supplies and Transportation of Product. The following rules apply to deliveries and transportation:

- (a) Deliveries to the Premises of supplies shall only occur as provided for in diagrams and floor plans on file with the City as part of the Registration process. Delivery vehicles shall not have any markings indicating that deliveries are being made to a Marijuana Operation.
- (b) The transportation of marijuana samples and product to and from the Premises shall be in unmarked vehicles with no indication that the vehicles are transporting marijuana samples and products. The Responsible Party shall stagger transportation times, vary routes from the facility, and take other security measures as requested by the Police Chief.

19. Premises Maintenance. The Business Owner, Operator, and all Responsible Parties shall continually maintain the Premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety and general welfare of employees, patrons, surrounding properties, and the general public. The Premises or Commercial Marijuana Operation shall not be maintained in a manner that causes a public or private nuisance.

b. **Owner/Operator Restrictions.** No Business Owner or Operator shall open or operate a Marijuana Operation in the City if any of the following exist:

- 1. The Business Owner or Operator has been issued a local or state permit related to Marijuana Operations at any other location in California, or another state, and that permit was suspended or revoked, or the Business Owner or Operator has had disciplinary action relating to the permit.
- 2. The Business Owner or Operator has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the Registration.
- 3. The Business Owner or Operator, or any Responsible Person, has been:
 - (a) Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or
 - (b) Convicted of any of the offenses listed in Business and Professions Code section 19323; or
 - (c) Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or
 - (d) Convicted of a crime involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act; or
 - (e) Has engaged in misconduct related to the qualifications, functions or duties of a permittee.

A conviction within the meaning of this subsection means a plea or verdict of guilty or a conviction following a plea of nolo contendere.

- 4 The Business Owner or Operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
- 5 The Business Owner or Operator is under eighteen (18) years of age, or any older other age set by the State.
- 6 The Marijuana Operation does not comply with the zoning ordinance standards of the City of Firebaugh or the development standards set forth in this Title.
- 7 The required annual business license fee, annual regulatory fee or revenue raising fee has not been paid.

c. Registration and Responsible Party Designation. Any person desiring to open a Commercial Marijuana Operation in the City shall first comply with the requirements of this subsection.

1. **Registration.** Not less than sixty (60) days prior to the planned opening of any Marijuana Operation in the City, the Operator shall register their business with the Firebaugh Police Department and provide information on a form approved by the Police Chief to ensure compliance with this Section. Within thirty (30) days of Registration, the Police Chief shall inform the Operator whether it has satisfied the requirements of this subsection, in which case the Registration process shall be completed and the Business Owner shall be deemed to have a permit to operate (Commercial Marijuana Permit). If the requirements of this subsection are not satisfied, the Registration shall be incomplete and Police Chief shall inform the Operator of the reasons for non-compliance, at which time the Operator will have an opportunity to correct any deficiencies. The Police Chief shall have thirty (30) days to review any new information and make a determination. No Marijuana Operation shall commence until the Registration is complete.
2. **Registration Fee.** The Business Owner shall pay a fee set by Resolution of the City Council to cover the costs of Registration.
3. **Registration Information and Responsible Party Designation.** The information required to be submitted under this subsection shall be submitted with a certification under penalty of perjury that all of the information is true and correct, and shall include at a minimum the following:
 - (a) The full name, present address, and telephone number of the Premises Owner, Business Owner, Operator, and Responsible Parties.
 - (b) Date of birth of the Business Owner, Operator, and Responsible Parties.
 - (c) Tax identification number of the Business Owner, Operator, and Responsible Parties.
 - (d) The address to which notices relating to the Registration are to be mailed.
 - (e) Previous addresses for the five (5) years immediately preceding the present of the Business Owner, Operator, and Responsible Parties.
 - (f) The height, weight, color of eyes and hair of the Business Owner, Operator, and Responsible Parties.
 - (g) Photographs for identification purposes (photographs shall be taken by the Police Department) of the Business Owner, Operator, and Responsible Parties.

- (h) All business, occupation, or employment of the Business Owner, Operator, and Responsible Parties for the five (5) years immediately preceding the date of submittal of the registration form.
 - (i) The Marijuana Operation business history of the Business Owner, Operator, and Responsible Parties, including whether the Business Owner, Operator, and Responsible Parties while previously operating in this or another city, county or state, has had a marijuana related license revoked or suspended, the reason therefore, and the business or activity or occupation subsequent to such action of suspension or revocation.
 - (j) Complete property ownership and lease details, where applicable. If the Business Owner is not the legal owner of the property, the registration form must be accompanied with a notarized acknowledgment from the owner that Marijuana Operations will occur on his or her property.
 - (k) A descriptive business plan for the Marijuana Operation, including a detailed list of all Marijuana Operations proposed to occur on the Premises.
 - (l) A diagram and floor plan of the entire premises, denoting all uses of areas proposed for Marijuana Operations, including, but not necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six (6) inches.
 - (m) The name or names of the person or persons having the management or supervisory responsibilities for the Marijuana Operations. The Operator shall designate one or more Responsible Parties, one of which shall at all times be available as a point of contact for the City, 24 hours per day. The contact information and schedule of the Responsible Parties shall be provided to the Police Chief and updated within two (2) hours of any changes.
 - (n) Whether the person or persons having the management or supervisory responsibilities for the Marijuana Operation have been convicted of a crime, the nature of such offense, and the sentence received therefore.
 - (o) The names of all employees, independent contractors, and other persons who will work at the Marijuana Operation or be involved in transportation/delivery related services for the Marijuana Operation.
 - (p) The proposed security arrangements for insuring the safety of persons and to protect the premises from theft.
 - (q) An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the Marijuana Operation and the property line of any school as set forth in the Operational Requirements.
 - (r) Authorization for the City, its agents and employees to seek verification of the information submitted.
4. Criminal History Records Check. In addition to the registration information, the Business Owner, Operator, and Responsible Parties shall submit to a fingerprint-based criminal history records check conducted by the Firebaugh Police Department
 5. Changes in Information. Except as may otherwise be provided, the information provided in this subsection shall be updated upon any change within ten (10) days.

d. Location of Uses. The Commercial Marijuana Operation permitted by this section shall only be allowed in the locations designated on the diagram and floor plan of the Premises submitted with the Registration. The Commercial Marijuana Operation shall not operate at any place other than the address of the Marijuana Operation stated in the Registration.

e. Employee Permits.

1. **Permit Required.** Every employee or independent contractor working at a Commercial Marijuana Operation or involved in transportation/delivery related services for a Marijuana Operation shall obtain an Employee Permit. It shall be the duty of the Operator to ensure that Employee Permits are obtained from the Police Department prior to the employee or independent contractor commencing work.
2. **Application.** Each employee and independent contractor shall be required to provide the following information under penalty of perjury, so that the Police Department can perform a background check:
 - (a) Name, current resident address, and telephone number.
 - (b) Date of birth.
 - (c) Tax identification number.
 - (d) Height, weight, color of eyes, and hair.
 - (e) Photographs for identification purposes (photographs shall be taken by the Police Department).
 - (f) Fingerprinting by the Police Department.
 - (g) Such other identification and information as deemed necessary by the Police Chief.
 - (h) Authorization for the City, its agents and employees to seek verification of the information contained within the application.
3. **Application Fees.** Every application for an Employee Permit, or renewal shall be accompanied by a nonrefundable fee, as established by resolution of City Council. This fee shall be in addition to any other business license fee or permit fee imposed by this Code or other governmental agencies. The fee shall include an amount to cover the costs of fingerprinting, photographing, background checks as well as general review and processing of the application.
4. **Investigation and Action on Application.**
 - (a) Upon the filing of a properly completed application and the payment of the fee, the Police Chief shall conduct an investigation of the application, including a background check. All applicants shall be required to submit to a fingerprint-based criminal history records check conducted by the Firebaugh Police Department.
 - (b) After the background checks and investigation are complete, and in no case later than thirty (30) days after receipt of a properly completed application, the Police Chief shall either approve or deny an Employee Permit. At the discretion of the Police Chief, Employee Permits may be conditionally approved pending the background investigation.

5. Term of Permit and Renewals. Employee Permits issued under this section shall expire one (1) year following the date of issuance. Applications for renewal shall be made at least forty-five (45) days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this section. When made less than forty-five (45) days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits, except that the Police Chief shall renew annual permits for additional one-year periods if the circumstances and information provided with the initial application have not materially changed.
6. Grounds for Denial of Employee Permit. The grounds for denial of an Employee Permit shall be one or more of the following:
 - (a) The applicant has been issued a local or state permit related to Marijuana Operations at any other location in California, or another state, and that permit was suspended or revoked, or the applicant has had disciplinary action relating to the permit.
 - (b) The applicant has been:
 - (1) Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or
 - (2) Convicted of any of the offenses listed in Business and Professions Code section 19323; or
 - (3) Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or
 - (4) Convicted of a crime involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act; or
 - (5) Has engaged in misconduct related to the qualifications, functions or duties of a permittee.
 - (c) The applicant has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
 - (d) The applicant has committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit.
 - (e) An applicant is under eighteen (18) years of age, or any older age set by the State.
7. Notice of Decision and Final Action. The Police Chief shall cause a written notice of his or her determination on the issuance or denial of an Employee Permit to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid. The Police Chief's decision on an Employee permit shall be final.

f. Suspension and Revocation of Registration or Employee Permit.

1. **Registration.** The Planning Commission may suspend or revoke the Registration of a Commercial Marijuana Operation when any of the following occur.
 - (a) The Business Owner, Operator, or Responsible Party, or their agents have committed any one or more of the following acts:
 - (1) any act which would be considered grounds for not opening in the first instance;
 - (2) engages in or permits misconduct substantially related to the qualifications, functions or duties of the Business Owner, Operator, or Responsible Party;
 - (3) conducts the business in a manner contrary to the health, safety, or welfare of the public;
 - (4) fails to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside of or outside the Premises, traffic control problems, or obstruction of the operation of another business.
 - (b) The Marijuana Operation is conducted in violation of any provision of this section or any local or State law, statute, rule or regulation relating to the Marijuana Operation.
 - (c) The Marijuana Operation is conducted in such a manner as to create a public or private nuisance.
 - (d) The Marijuana Operation results in excessive calls for public safety services (police and fire). Excessive calls for service shall mean calls for service, which substantially exceed the average calls for service generated by similar businesses in similar areas. During any six-month period, a ten percent (10%) excess in calls for service will be presumed to be a violation of this condition.
 - (e) Failure to pay the Regulatory Fee or Revenue Raising Fee required by this section.
2. **Employee Permit.** The Police Chief may suspend or revoke an Employee Permit when the permittee or the employee has committed any one or more of the following acts:
 - (a) Any act which would be considered a ground for denial of the permit in the first instance.
 - (b) Violates any other provision of this section or any local or State law, statute, rule or regulation relating to his or her permitted activity.
 - (c) Engages in or permits misconduct substantially related to the qualifications, functions or duties of the permittee.
 - (d) Conducts the permitted business in a manner contrary to the health, safety, or welfare of the public.
 - (e) Fails to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside of or outside the premises, traffic control problems, or creation of a public or private nuisance, or obstruction of the operation of another business.
 - (f) Violates or fails to comply with the terms and conditions of the permit.

3. **Procedures for Revoking Registration.** For Registration, the procedures for revoking Conditional Use Permits shall be utilized.
4. **Procedures for Revoking Employee Permits.** Prior to suspension or revocation of an Employee Permit, the Police Chief shall conduct a hearing. Written notice of the time and place of such hearing shall be served upon the permittee at least five (5) calendar days prior to the date set for such hearing. The notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending the permit. Notice may be given either by personal delivery or by certified U.S. mail, postage prepaid. Any permittee aggrieved by the decision of the Police Chief in suspending or revoking an Employee Permit shall have no appeal rights and the Police Chief's decision shall be final, subject to judicial review as set forth in this section.
5. **Immediate Suspension.** The Police Chief may immediately suspend or revoke a Registration and an Employee Permit without notice or a hearing, subject to the appeal rights set forth herein, under the following circumstances:
 - (a) The Business Owner or Operator is convicted of a public offense in any court for the violation of any law, which relates to the Marijuana Operation, or in the case of an Employee Permit, the employee is convicted of a public offense in any court for the violation of any law, which relates to the permit.
 - (b) The Police Chief determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The Police Chief shall articulate the grounds for the immediate suspension in writing, and the suspension shall only be for as long as necessary to address the circumstances, which led to the immediate suspension.
6. **Effect of Denial or Revocation.** When the Planning Commission has revoked a Registration, or the City Council upon appeal, or the Police Chief shall have denied or revoked an Employee Permit, no new registration and no new application for an Employee Permit shall be accepted, and no Registration shall be deemed complete or Employee Permit issued to such person or to any corporation in which he or she shall have any beneficial interest for a period of one (1) year after the action denying or revoking the Registration or Employee Permit.
- g. Abandonment.** In addition to the suspension or revocation of a Registration, a Registration shall be deemed abandoned if Marijuana Operations cease for a period of more than ninety (90) consecutive days. Before restarting operations, a new Registration shall be secured. The 90 day period shall be tolled during periods of force majeure, which shall be defined as follows: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of the permittee.
- h. Fees and taxes.** All Marijuana Operations shall pay applicable fees and taxes, which may include one or more of the following.
 1. **Business License Fee.** The Business Owner shall at all times maintain a current and valid business certificate and pay all business taxes required by Chapter 4, of the Firebaugh Municipal Code pertaining to Business Licensing.
 2. **Regulatory License Fee.** The Business Owner shall pay an annual regulatory license fee ("Regulatory Fee") to cover the costs of anticipated enforcement relating to the Marijuana Operation. The amount of the fee shall be set by Resolution of the City Council and be supported by the estimated additional costs of enforcement and monitoring associated with the Marijuana Operation. The Regulatory Fee shall be due and payable prior to opening for business and

thereafter on or before the anniversary date. The Regulatory Fee may be amended from time to time based upon actual costs.

3. **Revenue Raising Fee.** An annual revenue raising fee ("Revenue Fee") for the privilege of having the right to operate in the City. The City Council specifically finds that it is approving this Ordinance allowing Commercial Marijuana Operations to open in the City on the express understanding that the business will pay the Revenue Fee to the City as set forth herein, and that without the Revenue Fee, the City Council would not have adopted this Ordinance allowing Commercial Marijuana Operations to open in the City. By opening a Commercial Marijuana Operation in the City, the Premise Owner, Business Owner, Operator, and all Responsible Parties agree that if the Revenue Fee is challenged by any one of them or a third party and set aside, the business must cease operations.

- (a) **Amount of Fee and Terms of Payment.** The Revenue Fee shall be an annual fee of twenty-five (\$25.00) per square foot for the first 3,000 square feet and ten dollars (\$10.00) per square foot for the remaining space utilized in connection with each Commercial Marijuana Operation. The square footage calculation shall be determined by including all portions of the Premises under the control of the Business Owner and deducting therefrom driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the Commercial Marijuana Operation (such as a janitorial closet).

If more than one Commercial Marijuana Operation operates on the Premises, each Business Owner shall be responsible for paying the fee. The Fee shall be payable in advance, in not less than quarterly installments, with the first quarterly payment due prior to opening. The first payment shall be prorated so that future payments coincide with calendar year quarters, but in no event shall the first payment be less than the equivalent of one full quarterly payment. Except for the first quarterly payment, all quarterly payments shall be received by the City before the end of the quarter.

- (b) **Alternative Voter Approved Tax.** If the voters of the City approve a tax rate which is equivalent to the Revenue Fee, the Business Owner shall pay the tax in lieu of the Revenue Fee once the City begins to receive the tax revenue. Failure of the voters to approve a tax rate shall cause this Ordinance to be null and void in its entirety.
- (c) **Accounting.** The Business Owner shall maintain accounting books governing the entire operation of the Premises, in accordance with generally accepted accounting principles or other methods approved by the Finance Director or his/her designee. The books shall, at a minimum, contain information in sufficient detail, as determined by the Finance Director or his/her designee, necessary for the City to verify payment of the Revenue Fee.

The books should be open for inspection by the Finance Director or his/her designee during regular business hours Monday through Thursday, 7 a.m. to 6 p.m., excluding City recognized holidays, and at all other times within a reasonable time upon request. The books and supporting data shall be maintained for not less than a period of five (5) years following the calendar year in which they were generated.

The books, documents, records and accounts relating to the Revenue Fee shall be audited at the end of the business fiscal year by a certified public accountant, hired and paid for by the business owner. The report of such accountant and all work papers utilized in the preparation of such audit shall be submitted to the Finance Director. The Finance Director shall review the report and work papers and may require any further information from the Business Owner. The Finance Director may submit such documents and information to a certified public accountant selected by the City for review.

The City may require, at any time, an audit of the books, documents, records and accounts relating to the Revenue Fee by a certified public accountant, paid for by the business owner. Such audit shall be in addition to the annual audit. Any inaccuracy found in the revenues previously reported to the City shall be adjusted accordingly. If such additional audit shall disclose an inaccuracy of greater than two percent (2%) error with respect to the revenues reported by the Business Owner for the period of the audit, the cost thereof shall be paid to the City by the Business Owner. Otherwise, the cost of the audit shall be borne by the City.

Any information obtained pursuant to the provisions of this subsection may be deemed confidential and shall not be subject to public inspection except in connection with the enforcement of the provisions of this subsection, as may be required to comply with the Public Records Act, or pursuant to the order of any court or administrative agency of competent jurisdiction.

- i. **Record Keeping.** The Responsible Party shall make and maintain complete, accurate and legible records of the permitted Marijuana Operations evidencing compliance with the requirements of this section, which shall be subject to audit in accordance with this section.
- j. **Access to records.** Each Marijuana Operation shall allow the Police Chief and/or Finance Director to have access to the books, records, accounts, and any and all data relevant to its Marijuana Operation for the purpose of conducting a financial audit or diversion examination. Books, records, accounts, and any and all relevant data will be produced no later than 24 hours after receipt of the Police Chief's written request(s).
- k. **Inspection.** Marijuana Operations shall be open for inspection by any City law enforcement officer or City code enforcement officer at any time the Marijuana Operation is operating, at any other time upon responding to a call for service related to the property where the Marijuana Operations is occurring, or otherwise upon reasonable notice. Recordings made by security cameras at any Marijuana Operation shall be made immediately available to the Police Chief upon verbal request. No search warrant or subpoena shall be needed to view the recorded materials.
- l. **Indemnification.** In authorizing Commercial Marijuana Operations under this section, the City makes no guarantees or promises as to the lawfulness of the approved activity under State or Federal law, and the Business Owner, Operator and all Responsible Parties are obligated to comply with all applicable laws. To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to the adoption of this Ordinance or the operation of any Commercial Marijuana Operation approved pursuant to this Ordinance or under State or federal law. The Business Owner, Operator and all Responsible Parties shall defend, hold harmless, release, and indemnify the City, its agents, officers, and employees, from any liability associated with the approved use or adverse determinations made by the State or Federal government. An adverse determination could include cessation of operations.

The Business Owner agrees to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge related to Commercial Marijuana Operations operating under the authority of this Ordinance. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the permittee of its obligation hereunder. If requested by the City Attorney, the Business Owner shall execute an agreement memorializing the requirements of this subsection.

- m. Insurance.** The Business Owner shall at all times carry a comprehensive general liability policy in the minimum amount of Five Million Dollars (\$5,000,000) combined single limit policy, and for automobiles, a comprehensive automobile liability policy in the minimum amount of Two Million Dollars (\$2,000,000), combined single limit, as shall protect the Business Owner and City from claims for such damages, and which policy shall be issued by an "A" rated insurance carrier. Such policy or policies shall be written on an occurrence form. The City Manager, in consultation with City's Risk Manager, may allow the Business Owner to obtain lesser amounts of insurance where multiple Business Owners are operating on the Premises, provided at all times the minimum insurance set forth herein is applicable to the Marijuana Operations.

The Business Owner shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by City setting forth the general provisions of the insurance coverage. This countersigned certificate shall name City and its respective officers, agents, employees, and volunteers, as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination.

Coverage provided hereunder by the Business Owner shall be primary insurance and not be contributing with any insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City.

n. Violations: Enforcement.

- 1 Any person that violates any provision of this section shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized accordingly.
- 2 Any use or condition caused or permitted to exist in violation of any of the provisions of this section shall be and is hereby declared a public nuisance and may be summarily abated by the City pursuant to the City of Firebaugh Municipal Code.
- 3 Any person who violates, causes, or permits another person to violate any provision of this section commits a misdemeanor.
- 4 The violation of any provision of this section shall be and is hereby declared to be contrary to the public interest and shall, at the discretion of City, create a cause of action for injunctive relief.
- 5 In addition to the civil remedies and criminal penalties set forth above, any person that violates the provisions of this section may be subject to an administrative fine of up to one thousand dollars (\$1000.00) for each violation and for each day, the violation continues to persist.

- o. Severability.** The provisions of this section are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this section or of the Regulatory Permit issued pursuant to this section, or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this section.

- p. Judicial review.** Judicial review of a decision made under this section or any actions taken pursuant to this section, may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure Section 1094.5. Any such petition shall be filed within ninety (90) days after the day the decision becomes final as provided in California Code of Civil Procedure Section 1994.6, which shall be applicable for such actions.

Section 3. Section 25-67.3 of the Firebaugh Municipal Code is hereby amended to add the following definitions:

25-67.3 Definitions

"Applicant" shall mean a person who is required to file an application for a permit under this section.

"Commercial Marijuana Operation" or "Marijuana Operation" shall mean any commercial marijuana activity allowed under the "Adult Use of Marijuana Act" (AUMA) and the implementing regulations, as AUMA and the implementing regulations may be amended from time to time, and all uses permitted under any subsequently enacted State law pertaining to the same or similar uses for recreational cannabis.

"Commercial Marijuana Permit" shall mean the blanket permit to operate deemed to have been granted upon completion of Registration.

"Employee Permit" shall mean the permit required under this section for every employee or independent contractor working at a Commercial Marijuana Operation or involved in transportation/delivery related services for a Commercial Marijuana Operation.

"Non-Commercial and Recreational Marijuana Activity" shall mean all uses not included within the definition of Commercial Marijuana Operation, including the personal use, cultivation, or consumption of marijuana, whether medical or recreational.

"Marijuana Business Operator" shall mean the Commercial Marijuana Operation Business Owner and any other person designated by the Marijuana Operation Business Owner as responsible for the day-to-day Marijuana Operations.

"Marijuana Operation Business Owner" shall mean the owner(s) of the Marijuana Operation. For corporations and limited liability companies, Business Owner means the President, Vice President, and any shareholder owning a 10% or greater share of the corporation or company. For partnerships, Marijuana Operation Business Owner means all general partners and managing partners.

"Marijuana Ordinance" shall mean the ordinance adopting this section, and including the terms of this section, which may be commonly referred to as the City's "Commercial Marijuana Ordinance".

"Marijuana Premises" or "Site" shall mean the actual building(s), and/or designated units/suites, as well as any accessory structures, parking areas, or other immediate surroundings, and includes the entire parcel of property.

"Marijuana Premises Owner" shall mean all owners of the Premises where Marijuana Operations are occurring.

"Police Chief" shall mean the Police Chief of the City of Firebaugh or his or her designee.

"Registration" shall mean completion of the requirements of this section to open a Commercial Marijuana Operation in the City.

"Responsible Party" shall mean the Marijuana Operation Business Owner, Operator, manager(s), and any employee having significant control over the Marijuana Operations.

Section 4: This ordinance shall take effect thirty days after its adoption.

Section 5: The City Clerk is authorized and directed to cause this ordinance to be codified after its adoption.

Section 6: The City Clerk is further authorized and directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated in the City of Firebaugh within 15 days after its adoption. If a summary of this ordinance is published, then the City Clerk also shall cause a summary of the proposed ordinance to be published and a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council's meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The City Attorney shall approve the summary.

The foregoing Ordinance No. 17-03 was introduced at a regular meeting of the City Council of the City of Firebaugh on the 6th day of November 2017, and was passed and adopted at a regular meeting of the City Council on the 20th day of November, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Brady Jenkins, Mayor
City of Firebaugh

ATTEST:

Rita Lozano, Deputy City Clerk
City of Firebaugh

Association Descendants of Joaquin Murrieta

Dia De Joaquin Murrieta

Hello Congress Members,

This past year I attended the education luncheon with our members for the fundraiser of the year benefiting the scholarship fund. During the luncheon I was able to address the community and talk about what I hope to accomplish as the president of the association descendance of Joaquin Murrieta. I centered my comments around four major areas that I believe that will be key to the success of our 74,000+ students in Fresno county and around California. Equity, accountability, and connectivity.

Simply put, as a team, we will own the result we attain. We are committed to sharing all the data we generate with everyone because that is the most intellectual honest way to operate. Along with our own members education. I am committed to providing the equable opportunities for our student to be successful. Though our system and after graduation additionally. We our committed as a team to provide equitable facilities across our association so that all students can share similar experiences and opportunity regardless of where the live, the color of their skin, or their income levels. With that I have challenged our members to hold themselves accountable to be lifelong learners. Reflect and improve in any personal areas that need strength, and to only pursuer invest opportunities for kids tied to measurable outcomes. This request is to ensure our investments are creating the biggest opportunities to close the achievement gap of our students. I believe the core of our education with others to foster an environment where people feel safe, respected and can learn. At the highest level possible, even if we potentially disagree on issues is crucially important. Also, dia de Joaquin marreata a great success from 2010-2016 a great success in raising more than \$1,000. Which we will go towards providing our graduating seniors next year scholarships for college for DACA students. To encourage you to visit our Facebook, on ways you can donate to the scholarship fund and help make college dreams come true.

Sincerely
Carmen Murrieta



CITY OF FIREBAUGH



FRESNO COUNTY, CALIFORNIA

1133 "P" STREET
FIREBAUGH, CALIFORNIA 93622-2547
(559) 659-2043
FAX (559) 659-3412

FACILITIES RENTAL AGREEMENT RODEO GROUNDS

In order to pursue with your request, it is important that you read and fill out this form completely.
Failure to do so may result in a delay on your request.

NAME OF APPLICANT (nombre): <u>Carmen Murrieta</u>		ADDRESS (dirección): <u>1001 16th St Kerman</u>	
HOME PHONE (teléfono):	WORK PHONE (trabajo):	RENTAL PURPOSE? (actividad): <u>Event for Joaquin Murrieta</u>	
DATE OF RENTAL (fecha): <u>July 2018</u> <u>14, 15, 16</u>		HOURS THAT FACILITY WILL BE RENTED (horas de renta): From: <u>10</u> <input checked="" type="checkbox"/> am / <input type="checkbox"/> pm To: <u>7</u> <input type="checkbox"/> am / <input checked="" type="checkbox"/> pm	
HOW MANY PEOPLE WILL BE ATTENDING? (cantidad de gente):		PERSON IN CHARGE, INCLUDE TELEPHONE:	
WILL ALCOHOL BE SERVED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IS AN "ABC" LICENSE REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		TIMES THAT ALCOHOL WILL BE SERVED (horas de alcohol): <input type="checkbox"/> N/A From: <input type="checkbox"/> am / <input type="checkbox"/> pm To: <input type="checkbox"/> am / <input type="checkbox"/> pm	
NUMBER OF OFFICERS TO BE DETERMINED BY POLICE DEPARTMENT (\$32.60 PER HOUR/PER OFFICER)			

- ☐ \$1,000 PER EVENT ☒ \$250.00 Local Non-Profit ☐ \$500.00 Venue Control Fee ☐ \$100.00 Fire Hydrant Watering Fee
- A. WILL YOU HAVE MUSIC? ☒ YES ☐ NO
- B. SPECIFY TYPE OF MUSIC: ☒ LIVE BAND ☒ DISC JOCKY (DJ) ☐ CONCERT

ALL CITY PARKS CLOSE AT 10:00 P.M.
UNLESS PRIOR ARRANGEMENTS ARE MADE

Applicant agrees and understands that the City is not an insurer and that the insurance concerning personal injury (including death,) and real or personal property loss or damage in, about or on the premises shall be obtained by the applicant. That the amounts charged by the City are not sufficient to warrant or guarantee that no loss, damage, claim or liability will occur or that increased loss, damage, claims or liability will not occur. Applicant does hereby for him/her/itself and all parties claiming under him/her/it release and discharge the City of Firebaugh from and against all said losses, damages, claims or liability.

1. Agreed upon Rental and deposits Fee as listed above in accordance with Regulations.
2. Due to insurance requirements. NO City Employee will be allowed to donate time to supervise Activities.
3. Staff will inspect facilities after clean-up and deposits will be returned with the next scheduled Bills Payable approval (30-45 days.)
4. \$1,000,000.00 Insurance Required for City Facilities. The certificate of insurance must be accompanied by the additional insured and/or waiver of subrogation endorsements The Additional Insured should read: "The City of Firebaugh, its officers, officials, employees, agents and volunteers."
5. Smoking is NOT permitted on any City property.
6. Cancellation: Renter shall notify City no later than thirty (30) days before its scheduled use of the Rodeo Grounds, of its intent to cancel such use, except as provided herein. If RENTER fails to provide such notice, City shall retain RENTER'S fee for use of the Rodeo Grounds. City shall return RENTER'S deposit for use of the Rodeo Grounds in the event of cancellation. Please initial CM
7. All activities must shut down one half (1/2) hour early, as per the time listed above in hours of rental. Please initial CM

FAC01	APPLICATION PROCESSING FEE NON-REFUNDABLE	\$	\$ 25.00
FAC03	CLEANING DEPOSIT - REFUNDABLE	\$	\$500.00
FAC01	CABLE CORD (\$50.00)	\$	50
FAC01	FIRE HYDRANT WATERING FEE (\$100.00)	\$	
FAC01	RENTAL FEE IS NON REFUNDABLE	\$	
PD002 5% / PD003	SECURITY REQUIRED X \$32.60 per hour	\$	
	TOTAL DUE:	\$	
	TOTAL PAID:	\$	

APPLICANT'S SIGNATURE: Carmen Murrieta DATE: 10/31/17

City of Firebaugh is an equal opportunity provider and employer.
Resolution No. 14-25
FRA_RODEO GROUNDS_04.22.15

Nancy Vaca

From:
Sent: Wednesday, November 8, 2017 3:49 PM
To: Nancy Vaca
Subject: Schedule for 3 day Event July 13,14,15 2018

Hello,
July 13, 2018 Friday

Foods Taqueria Jaliscience Mexican food.
Antonio (559) 486-1351 food for all three days.
Hot dogs, Corn dogs, Popcorn, Cotton candy, Nacho
Snow cones, Frito boats, Ice Cream Truck, Clown, Pony's,
Bounce house,
Piñatas, Mexican Imports, Face printing, DJ music
Editor writer Humberto Garza wrote Book on
Joaquin Murrieta of students that play Mariachis music,
and Folkloric (Mexico), Scholarships and Certificates

July 14, 2018 Saturday

Editor writer Humberto Garza wrote Book on
Joaquin Murrieta of students that play Mariachis music,
House riders (Cabalgata), Jinetes (cowboys), Indian Drummers,
Group Singers, Foods vendors, Caramuzas (girls horse riding)
DJ music, Hot dogs, Corn dogs, Popcorn, Cotton candy, Nacho
Snow cones, Frito boats, Ice Cream Truck, Clown, Pony's,
Bounce house, Taco truck, Bull riding, Piñatas, Face painting
and Folklorico (México), Scholarships and Certificates

July 15, 2018 Sunday

Foods Taqueria Jaliscience Mexican food.
Antonio (559) 486-1351 food for all three days.
Hot dogs, Corn dogs, Popcorn, Cotton candy, Nacho
Snow cones, Frito boats, Ice Cream Truck, Clown, Pony's,
Bounce house,
Piñatas, Mexican Imports, Face printing, DJ music
Editor writer Humberto Garza wrote Book on
Joaquin Murrieta of students that play Mariachis music,
and Folklorico (Mexico), Scholarships and Certificates

Thank You Carmen Murrieta

RESOLUTION NO. 17-47

**A RESOLUTION APPROVING A 2017 APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the California department of Housing and Community Development has issued a Notice of Funding Availability for the 2017 Community Development Block Grant; and

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

SECTION 1:

The City Council has reviewed and hereby approves an application for up to \$5 Million (application maximum) for the following activities:

- | | |
|--|-------------|
| • General Administration | \$348,837 |
| • Public Improvements –Sewer Line Rehabilitation Project | \$2,486,963 |
| • Public Facility – VFW Hall | \$2,164,200 |

SECTION 2:

The City has determined that federal Citizen Participation requirements were met during the development of this application.

SECTION 3:

No cash match is required for this application, as no PTA activities are being applied for.

SECTION 4:

The City Manager is hereby authorized and directed to sign this application and act on the City's behalf in all matters pertaining to this application.

SECTION 5:

If the application is approved, the City Manager is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

SECTION 6:

If the application is approved, the City Manager is authorized to sign Funds Requests and other required reporting forms.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Firebaugh held on November 20, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Approved:

Attest:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk

RESOLUTION NO. 17-48

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
ACCEPTING BID AND AWARDING CONTRACT TO MARKO CONSTRUCTION GROUP,
INC. FOR SENIOR CENTER REHABILITATION 15-CDBG-10568**

WHEREAS, the Invitation to Bid for the SENIOR CENTER REHABILITATION 15-CDBG-10568 in the City of Firebaugh was listed in the Firebaugh-Mendota Journal on August 15, 2017, with a Bid Addendum for a two-week extension on September 18, 2017; and

WHEREAS, the project will consist of a full remodel of the Senior Center; and

WHEREAS, the following bid for the project was publicly opened and read aloud at the Firebaugh City Hall on October 3, 2017 at 2:00 p.m. Marko Construction Group, Inc., was the only bidder at \$1,305,326.00, which was negotiated down to \$786,828.00.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FIREBAUGH RESOLVES upon the recommendation of the project architect that the SENIOR CENTER REHABILITATION 15-CDBG-10568 be awarded to Marko Construction Group, Inc., 3675 East Jensen Ave., Fresno, CA 93725 in the amount of Seven Hundred Eighty-Six Thousand, Eight Hundred Twenty-Eight Dollars (\$786,828.00), as summarized in the attached Proposal dated November 8, 2017, which is incorporated herein by this reference.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 20th day of November, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk



General Engineering & Building Contractor

November 8, 2017

PROPOSAL

City of Firebaugh

1133 "P" Street

Firebaugh, California 93622

Reference: Senior Center Rehabilitation – Firebaugh, California

MARKO Construction Group, Inc proposes to perform the following scope of work;

Division 2 Site Construction

- Selective Demolition at interior of building as per plans and specs. **(No site demo of any kind)**

Division 3 Concrete

- Furnish and pour concrete affected by plumbing work at Restrooms
- Furnish and pour concrete at Multi-Purpose Room 1 after removal of concrete slab

Division 5 Metals

- Cold form metal stud framing at Restrooms as per plans
- Misc. framing and backings at Kitchen

Division 7 Thermal & Moisture Protection

- Furnish and install Insulation at new walls at Restrooms
- Furnish and apply Tritoflex waterproofing coating at existing B.U.R.
- Remove existing damaged exterior metal wall panels and replace with new to match
- Furnish and install PVC wraps at (6) columns at Front Entrance Canopy
- Furnish and install misc Sheet Metal/Flashing at removed HVAC equipments at roof
- Repairs at existing gutters/down spouts

Division 8 Doors & Windows

- Furnish and install new Doors/Frames/Hardware as per plans and specs.
- Furnish and install new Windows as per plans and specs.

License No. 831764 | Classification A, B and C-39

3675 East Jensen Ave | Fresno, California 93725

Phone 559.222.7888 | Fax 559.222.0888 | www.MarkoSolutions.com



General Engineering & Building Contractor

Division 9 Finishes

- Hand/Tape/Finish drywall at framed walls at Restrooms
- Misc drywall patch at existing walls
- Misc. drywall crack repairs above door openings
- Furnish and install suspended ceiling system as per plans and specs.
- Furnish and install FRP as per plans and specs.
- Furnish and install plastic corner guards as per plans and specs.
- Furnish and install finish flooring as per plans and specs.
- Interior painting of walls, ceiling and doors/frames (**No work at 2nd floor**)
- Exterior painting of metal wall panels, include doors and frames.

Division 10 Specialties

- Furnish and install signage at interior of building, include one (1) building sign
- Furnish and install (1) fire extinguisher
- Furnish and install toilet partitions and accessories as per plans and specs.

Division 11 Equipment

- Furnish and install the following equipments as per Equipment Schedule – Sheet A9.1
 - Items 1 - 12
 - Items 14 – 16
 - Item 18
 - Items 20 – 23
 - Item 25
 - Item 31

Division 15 Mechanical

- Furnish and install plumbing at restroom and kitchen as per plans and specs. (**Grease Interceptor is EXCLUDED**)
- City of Firebaugh to install new RP Device and bring water to 5' within building at POC
- Furnish and install HVAC as per plans and specs, includes AC-2, AC-3, MUA, TEF-1, TEF-2, JEF-1, GRV-1, ductwork and controls.

Division 16 Electrical

- Furnish and install all electrical as per plans and specs, (**Security Alarm is EXCLUDED**)
- Furnish and install four (4) switched light fixtures at 2nd floor of existing building.



General Engineering & Building Contractor

NOTE: All work to be performed during normal working hours of 8am-5pm

EXCLUSION:

- **All/any work related to the new building addition**
- Site Utilities (**drainage pit and pipes by City of Firebaugh**)
- Any asphalt or concrete patch outside of the building
- Metal Roof Access Ladder
- All site work, include concrete, asphalt, site signage, wheel stops, pavement markings, and irrigation & landscaping
- Chair Rails
- Exterior Building Canopies
- Locker
- Window Treatments (**Blinds**)
- Bike Rack
- Assistive Listening System
- 3 Compartment Kitchen Sink (**Remove and re-install existing only**)
- Grease Interceptor
- Temp toilets (**toilet and hand wash requirements will be provided by City of Firebaugh**)

MARKO Construction Group, Inc. purpose to furnish all labor, materials, equipment and supervision to perform the above referenced scope of work in the total amount of;

Seven Hundred Eighty Six Thousand Eight Hundred Twenty Eight Dollars (\$786,828.00)

PROPOSAL TERMS: All work to be performed in accordance with state and federal regulations. MARKO Construction Group, Inc carries general liability, workers compensation and auto insurances. Unless otherwise stated; the customer agrees to supply water and electricity at no cost to MARKO Construction Group, Inc. This proposal is based on performing the work during regular MARKO Construction Group, Inc hours. This proposal is subject to change and may be withdrawn if not accepted within 30 days of the above date.

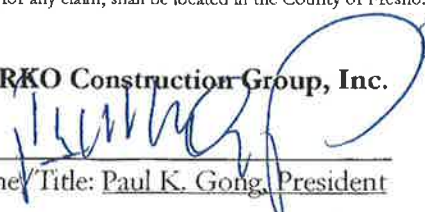
PAYMENT TERMS: Cash forthwith for any portion of work commenced and completed in any one calendar month. Balance of contract price due and payable within 10 calendar days upon completion of work. Unpaid balance shall be subject to a finance charge of 1.5% per month. The customer agrees to compensate MARKO Construction Group, Inc for any collection related costs; including attorney fees, if full payment is not made to MARKO Construction Group, Inc. The customer agrees that the court of jurisdiction, for any claim, shall be located in the County of Fresno.

Accepted _____, 2017

By: _____

Name/Title: _____

MARKO Construction Group, Inc.

By: 

Name/Title: Paul K. Gong, President

License No. 831764 | Classification A, B and C-39
3675 East Jensen Ave | Fresno, California 93725
Phone 559.222.7888 | Fax 559.222.0888 | www.MarkoSolutions.com

RESOLUTION NO. 17-49

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING
APPOINTMENT OF BENJAMIN GALLEGOS TO THE POSITION OF CITY MANAGER**

WHEREAS, the City of Firebaugh is authorized by the laws of the State of California and Firebaugh Municipal Code to appoint a City Manager, whom shall have all of the power and authority that is vested in the City Manager; and

WHEREAS, the City Council of the City of Firebaugh appointed Benjamin Gallegos to serve as the acting City Manager of the City, effective January 1, 2016, who is currently serving satisfactorily in that capacity; and

WHEREAS, the City Council of the City of Firebaugh desires to enter into an agreement with Benjamin Gallegos, to serve as the City Manager and continue to serve as acting Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA that the City of Firebaugh hereby appoints Benjamin Gallegos as City Manager and acting Public Works Director and approves an Employment Agreement with Benjamin Gallegos, effective November 6, 2017, which is attached and incorporated herein by this reference.

* * * * *

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 20th day of November, 2017, by the following vote:

AYES: Council Member(s)

NOES: Council Member(s)

ABSENT: Council Member(s)

ABSTAIN: Council Member(s)

APPROVED:

ATTEST:

Brady Jenkins
Mayor

Rita Lozano
Deputy City Clerk

Approved as to Legal Form:

CITY ATTORNEY

By _____
Meggin Boranian

EMPLOYMENT AGREEMENT

**AN AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE
CITY OF FIREBAUGH (HEREINAFTER CALLED "CITY") AND BENJAMIN GALLEGOS
(HEREINAFTER CALLED "EMPLOYEE")**

WHEREAS, since December of 2015, Benjamin Gallegos has served as the acting City Manager of the City of Firebaugh ("City"); and

WHEREAS, the City of Firebaugh ("City") desires to employ Ben Gallegos as City Manager and Acting Public Works Director of the CITY as provided by certain regulations of the CITY; and

WHEREAS, it is the desire of the CITY to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, effective November 6, 2017, the parties agree as follows:

Section 1. DUTIES

A. CITY hereby agrees to employ Ben Gallegos as City Manager and Acting Public Works Director of the City of Firebaugh to perform the functions and duties specified in applicable City ordinances, applicable law, and current job descriptions, as the same presently exist or may hereafter be amended, and to perform other legally permissible and proper duties and functions consistent with the position of City Manager and Acting Public Works Director and which the City Council may from time to time assign.

B. The City Council retains ultimate authority over all decisions respecting the CITY, but has delegated authority to the City Manager as the operational chief of the CITY, and all employees, both regular and contract, report directly to him, excepting only the City Attorney. This operational authority extends to all areas of assignments, duties, reporting, discipline, evaluation and termination. In keeping with the duties delegated to the City Manager, all directives of the City Council to City's Department Heads and their Departments shall be made through the City Manager, and not through the City Council or its individual members.

C. Notwithstanding the foregoing, the City Manager shall use his best efforts to comply with the legal directives enacted by a majority of a quorum of the City Council, and to implement such directives and other City policies according to prevailing professional standards. It is understood by both parties that pursuant to the City's Ordinance Code and applicable law, the EMPLOYEE reports to the entire Council and not to a single Council Member and from time to time may render decisions and make recommendations that the EMPLOYEE believes serve the best interests of the CITY, even though such decisions or recommendations may conflict with the preferences of individual members of the Council or the Mayor. The City Council recognizes that these conflicts may arise and will endeavor to evaluate the performance of the City Manager solely on professional criteria as to what is in the best interest of the City of Firebaugh as a whole.

Section 2. COMPENSATION AND TERM OF SERVICE

A. Compensation. EMPLOYEE's base salary shall be in the amount of \$130,000.00 per year from and after the effective employment date written above. The Council will evaluate the EMPLOYEE at six (6) months and determine whether to adjust the starting salary at least 5%, which shall occur with a satisfactory evaluation of EMPLOYEE. Thereafter, EMPLOYEE will be evaluated annually at anniversary date of employment and shall be eligible for a 5% raise upon a satisfactory annual evaluation. However, the Council may evaluate EMPLOYEE more frequently providing a majority of the Council wish to do so.

B. Term of Employment. Employment under this Agreement shall begin on the effective date and shall continue at will, except as otherwise provided herein. EMPLOYEE shall have a three (3) year term as City Manager and acting Public Works Director, with the option of continuing an additional two (2) years solely in the position of City Manager. At any time during the three (3) year term, either party may give notice that EMPLOYEE will no longer be employed as City Manager and acting Public Works Director but shall return to the position of Public Works Director at the annual pay and benefits applicable to EMPLOYEE and the position.

C. Severance Benefits. If the employment of EMPLOYEE ends the fourth or fifth year of this Agreement (during the two years following EMPLOYEE exercising his option to continue his employment solely in the position of City Manager), pursuant to an involuntary separation from employment, EMPLOYEE

shall receive an aggregate severance payment in the amount of three (3) times the total monthly value of base salary, health insurance, and retirement benefits which EMPLOYEE is receiving on the last day of actual employment, according to the provisions of this Section 2. The severance payment shall be paid in installments on a schedule similar to the City's then-existing payroll schedule. No severance payment shall be due or owing unless the EMPLOYEE has signed a separation agreement which shall include a statement that the severance payment resolves all issues or claims relating to the employment relationship and this Agreement. Any and all amounts paid pursuant to this Section shall be fully reimbursed by EMPLOYEE to CITY if EMPLOYEE is convicted of a crime involving abuse of his office or position as required by Government Code Section 53243.2.

For the purposes of this Section 2:

1. "last day of actual employment" means a day in which the EMPLOYEE is performing the services or functions of his office, and does not include a vacation day, holiday, administrative leave day or other paid or unpaid day off.

2. "total monthly value of base salary, health insurance, Stipend, longevity and retirement benefits" does not include vacation, sick leave, or other accrual of paid time off.

3. "involuntary separation" shall mean discharge or dismissal by the City Council or the EMPLOYEE's resignation following a salary reduction greater in percentage than an across-the-board reduction for all employees, or his resignation following a witnessed or written suggestion to him, by the City Council, that he resign. Involuntary separation does not include termination for a cause for discipline, or a resignation under circumstances other than those described above.

D. Acknowledgment of "At Will" Nature of Employment; Notice of Termination. **This Agreement creates a mutually binding "at will" employment relationship which may be terminated by either party without advance notice or cause, subject to the provisions herein.** Before voluntarily resigning his position, EMPLOYEE agrees to give City Council at least four (4) weeks' notice in writing of his intention to resign, stating the reasons therefore and the effective date thereof. CITY, with EMPLOYEE's concurrence, may waive notice and permit resignation to take immediate effect.

E. Rights in Connection with Separation or Termination. The parties agree that the rights set forth in this Agreement shall be the exclusive rights available to the parties in the event of termination or separation from the employment.

Section 3. SUPPLEMENTAL BENEFITS

A. Retirement. CITY will provide retirement benefits standard for all employees. CITY reserves the right to modify or eliminate its retirement system, provided that EMPLOYEE shall be treated in any retirement plan in a manner similar to CITY's other employees similarly situated. The parties recognize that state or federal law may have the effect of modifying the above provisions or any of the provisions of this Agreement.

B. Vacation. EMPLOYEE will earn 176 hours of vacation time per year accruing at 7.33 hours per pay period. 40 hours of accrued leave may be paid to the EMPLOYEE, may cash out up to 40 hours of vacation time per fiscal year, of that fiscal year. The maximum accrual of vacation time is 280 hours.

C. Administrative Leave. EMPLOYEE will earn 80 hours of Administrative Leave per year at the beginning of each fiscal year, which is standard for all management employees. Said leave shall be used in the fiscal year it is accrued or may be paid to EMPLOYEE 80 hours of that fiscal year.

D. Sick Leave. EMPLOYEE will earn 96 hours of sick time per year accruing at 3.69 hours of Sick Leave time per pay period, which is standard for all employees.

E. Certification Pay. EMPLOYEE will earn Certification Pay on a monthly basis as determined by the current MOU between the CITY and the Firebaugh Miscellaneous Employees Association.

F. Health Insurance. CITY shall provide medical, dental and vision health insurance coverage and is currently providing EMPLOYEE as follows:

Full coverage of premiums for EMPLOYEE and family with no out-of-pocket costs.

G. Holidays. CITY shall provide to EMPLOYEE fourteen (14) paid holidays, two (2) of which are half days, which is standard for all employees.

H. City Vehicle. CITY shall provide EMPLOYEE with a vehicle and gasoline for his use when conducting CITY business. Said vehicle shall be maintained by CITY for EMPLOYEE'S sole use.

I. Equipment. CITY shall provide and pay for a cell phone and laptop computer and/or tablet for EMPLOYEE for the purpose of conducting CITY business only.

J. Professional Development Activities. CITY shall pay the registration, enrollment and other related expenses of EMPLOYEE for professional activities, including certifications and training, official travel, meetings and occasions useful to the continued professional development of EMPLOYEE and to adequately pursue necessary official and other related functions for CITY, subject to review and approval by the City Council and budget limitations. Provided that necessary funds are appropriated, EMPLOYEE may make use of educational programs provided by organizations such as the California League of Cities or the International City/County Management Association ("ICMA"). Membership in these and other similar organizations shall be paid by the CITY for the benefit of EMPLOYEE.

Section 4. GENERAL PROVISIONS

A. Validity of Agreement; Severability. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof is deemed to be severable, and shall remain in full force and effect.

B. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof, and supersedes any prior agreement between the parties on the subject matter hereof. No promises, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each party has relied upon his own examination of this Agreement, the counsel of his own advisors, and the warranties, representations, and covenants in the Agreement itself. The failure or refusal of either party to read the Agreement or other documents or to obtain legal or other advice relevant to this Agreement constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

C. Construction. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the

parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

D. Modifications Shall Be In Writing and Authorized by the City Council. This Agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understanding between the parties. Any modification or amendment thereto shall only be effective if authorized by the City Council of the City of Firebaugh.

E. Attorney's Fees. If either party commences an action against the other to enforce this Agreement, or because of the breach by either party of this Agreement, the prevailing party in this action shall be entitled to recover attorney fees and costs incurred in connection with the prosecution or defense of this action, including any appeal of the action, in addition to all other relief. Prevailing party within the meaning of this Section shall include, without limitation, a party who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, or that party who obtains substantially the relief sought in the action.

F. Notices. Any notices required by law or this Agreement shall be in writing and deemed delivered when given in person or sent by first-class mail with postage prepaid and addressed as follows:

For CITY:

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

For EMPLOYEE:

Benjamin Gallegos
619 Diaz Street
Firebaugh, CA 93622

Dated this 20th day of November, 2017

CITY OF FIREBAUGH

EMPLOYEE

BY:

Brady Jenkins, Mayor

By:

Ben Gallegos

Approved as to Legal Form:

Meggin Boranian, City Attorney

ATTEST:

Rita Lozano, City Clerk