

**RESOLUTION NO. 18 - 47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING  
ACCEPTANCE OF EASEMENT DEED FOR PUBLIC UTILITY PURPOSES**

**WHEREAS**, the City of Firebaugh ("City") requires the installation of certain sewer and storm drain utilities to service property owned by the Firebaugh-Las Deltas School District ("District") and others. To facilitate the construction, installation and maintenance of the Utilities, the City will require the dedication of an easement over and through a portion of the District's property; and

**WHEREAS**, pursuant to Education Code section 17556, the governing board of a school district may dedicate an easement to a corporation engaged in the public utility business for sewer and storm drain utilities purposes, over and through any real property belonging to such school district upon such terms and conditions as the parties thereto may agree; and

**WHEREAS**, the District desires to dedicate to City an easement over and through the District's property for such purposes and has delivered a proposed Easement Deed to City, a copy of which is attached hereto and incorporated by reference; and

**WHEREAS**, pursuant to Education Code section 17557, the District's governing board has adopted a resolution declaring its intention to dedicate such easement in a regular open meeting by a two-thirds (2/3) vote of all its members; and

**WHEREAS**, the acceptance of such dedication of easement is in the best interest of the City as it will facilitate the construction, installation, and maintenance of the Utilities.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Firebaugh hereby authorizes acceptance of the attached Easement Deed and authorizes the City Manager, Benjamin Gallegos, to execute a Certificate of Acceptance of such deed on behalf of the City.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 5<sup>th</sup> day of September 2018, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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**Felipe Perez, Mayor**

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**Rita Lozano, Deputy City Clerk**

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### **CERTIFICATE OF ACCEPTANCE**

Pursuant to the provisions of Government Code section 27281, this is to certify that the interest in real property conveyed by the Easement Deed dated \_\_\_\_\_, from Firebaugh-Las Deltas Unified School District to the City of Firebaugh, a political subdivision, is hereby accepted by the undersigned agent on behalf of the City of Firebaugh, pursuant to the authority conferred by Resolution No. 18-47 of the City of Firebaugh adopted on September 5, 2018, and the City of Firebaugh consents to recordation thereof by its duly authorized agent.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ben Gallegos  
City Manager  
City of Firebaugh

**RECORDING REQUESTED BY**  
Firebaugh-Las Deltas Unified School District  
1976 Morris Kyle Drive  
Firebaugh, CA 93622

**AND WHEN RECORDED MAIL TO:**  
City of Firebaugh  
1133 "P" Street  
Firebaugh, CA 93622

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
No recording or filing fee required. This document exempt from  
fee pursuant to California Government Code §§ 6103, 27383

### **EASEMENT DEED**

DOCUMENTARY TRANSFER TAX: \$0.00 (Transfer to Government Agency)  
  X   Computed on full value of property conveyed.  
       Computed on full value less liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **Firebaugh-Las Deltas Unified School District** ("Grantor") hereby GRANTS to the **City of Firebaugh** ("Grantee") an irrevocable easement for underground sanitary sewer pipe lines, including related plumbing appurtenances, and including the exclusive right of surface access to install, operate, and maintain said facilities, in, on, and over the real property in the City of Firebaugh, County of Fresno, State of California described in:

**See Exhibit "A" (2 Sheets) attached hereto and made a part hereof.**

**NOTICE TO NOTARIES:** *No notary stamp or corporate seal is allowed over any typed information.*

**Russell Freitas  
District Superintendent  
Firebaugh-Las Deltas Unified School District  
1976 Morris Kyle Drive  
Firebaugh, CA 93622**

\_\_\_\_\_  
(Grantor's Name and Address)

Dated: \_\_\_\_\_, 2018

Signature: \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT(S) TO EASEMENT DEED**

A notary public or other officer completing this Certificate verifies only the identity of the Individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.
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State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_

This area for official seal.

POINT OF COMMENCEMENT

11TH STREET

(150')(R-1)  
WESTERLY  
CORNER OF  
BLOCK 23

(20')(R-1)

(150')(R-1)

(80')(R-1)

BLOCK 23  
CITY OF FIREAUGH

(80')(R-1)

N40°16'10"W 762.83

P STREET

EXISTING CURB/GUTTER

P.O.B.

(80')(R-1)

FIREBAUGH-LAS DELTAS  
UNIFIED SCHOOL DISTRICT

12TH STREET  
ABANDONED STREET

WESTERLY LINE OF  
BLOCK 23 & 24

"MAP OF THE TOWN OF FIREBAUGH"  
RECORDED IN Bk. 1, Pg. 13, F.C.R.  
BLOCK 24

10.00

N39°47'20"W

150.45

10.00

N05°00'38"E 284.47

Q STREET  
ABANDONED STREET

10.00

10.00

N50°17'32"E 177.19

(150')(R-1)

(150')(R-1)

(80')(R-1)

13TH STREET



6/25/18



SCALE 1" = 100'

## EXHIBIT "A" SEWER LINE EASEMENT

### LEGEND:

- ss — SANITARY SEWER LINE
- FENCE LINE
- PROPOSED EASEMENT AREA
- (R-1) RECORD DATA PER "TOWN OF FIREBAUGH" RECORDED IN Bk. 1, Pg. 13, F.C.R.

BEING A PORTION OF BLOCK 24 OF THE "TOWN OF  
FIREBAUGH" AND "Q" STREET (ABANDONED) AND ALLEY  
(ABANDONED), RECORDED IN Bk. 1, Pg. 13, F.C.R.

FIREBAUGH-LAS DELTAS UNIFIED SCHOOL DISTRICT  
CITY OF FIREBAUGH  
COUNTY OF FRESNO  
STATE OF CALIFORNIA

DATE: 5/2/2018

CKD BY: NSS

FILE NO: 17-006

DRAWN BY: JM

### PREPARED BY:

CVEAS, INC.  
2132 HIGH STREET  
SELMA, CA 93662  
Tel. (559) 891-8811  
Fax (559) 891-8815  
Email: info@cveas.com

SCALE: 1" = 100' "

SHEET OF

**Exhibit "A"**  
**UTILITY EASEMENT DESCRIPTION**  
**CITY OF FIREBAUGH, COUNTY OF FRESNO, CA**  
**APN: 008-060-08T**

A strip of land located in Block 24, "Q" Street (abandoned) and alleys (abandoned) as shown per "Map of the Town of Firebaugh", recorded in Book 1 of Plats at page 13 of miscellaneous maps, Fresno County Records, being more particularly described as follows:

An Easement for sanitary sewer purposes, and appurtenances thereto, over, upon and across said land, 10 feet wide, the centerline of which is described as follows:

Commencing at the Westerly corner of Block 23 of said "Map of the Town of Firebaugh" according to the map thereof, recorded in Book 1 at page 13 of miscellaneous Plats, Fresno County Records; thence South 40°16'10" East along the Westerly line of Blocks of 23 and 24 a distance of 762.83 feet to the True Point of Beginning; thence leaving said Westerly line of Block 24 North 50°17'32" East 177.19 feet; thence North 05°00'38" East 294.47 feet; thence North 39°47'20" West 150.45 feet to the point of ending of said centerline, the sideline boundaries are to be lengthened or shortened so as to begin and terminate within that said certain parcel of land as described.

End of Description

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: \_\_\_\_\_

Narinder Sahota, PLS 8719



Date: June 25, 2018

The above described strip(s) or parcel(s) of land are referred to in this Easement as the "Easement Area" and is shown on the map attached hereto as an exhibit.

**RESOLUTION NO. 18 – 48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING  
ACCEPTANCE OF RECYCLED WATER FOR CLEAN WATER STATE REVOLVING FUND  
(CWSRF) FUNDING PROPOSAL BY ENVIRONMENT & WATER, INC. (EKI)**

**WHEREAS**, the City of Firebaugh's Wastewater Treatment Plant (WWTP) treats domestic wastewater from City residents and other entities within the service area and the City also operates the Tomato Wastewater Treatment Facility (TWTF) which treats industrial wastewater from Tomatek's tomato processing plant; and

**WHEREAS**, the City wishes to evaluate the feasibility of recycling wastewater from the WWTP and the TWTF for other beneficial uses while meeting City resource policy objectives; and

**WHEREAS**, utilizing grant funds is the most cost-effective strategy for the City to explore the feasibility of such a recycling project; and

**WHEREAS**, EKI Environment & Water, Inc. (EKI) has submitted a scope of work proposal to the City dated July 23, 2018 for professional services to provide the City with funding support services to enable the City to research the possibility of recycling wastewater from the WWTP and TWTF facilities; and

**WHEREAS**, the purpose of this scope of work is to prepare grant funding applications to CWSRF to fund a recycled water feasibility study to evaluate recycled water use options that meet the City's future resource goals and objectives.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Firebaugh hereby authorizes acceptance of the July 23, 2018 proposal by EKI and authorizes the City Manager, Benjamin Gallegos, to accept and execute the proposal on behalf of the City.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 5<sup>th</sup> day of September 2018, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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**Felipe Perez, Mayor**

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**Rita Lozano, Deputy City Clerk**

23 July 2018

Ben Gallegos  
City Manager and Public Works Director  
City of Firebaugh  
1133 P Street  
Firebaugh, CA 93622

**Subject: City of Firebaugh Recycled Water Project  
Recycled Water Funding Services Proposal  
Firebaugh, California  
(EKI Project B8-136)**

Dear Mr. Gallegos,

EKI Environment & Water, Inc. (EKI) is pleased to submit this scope of work to the City of Firebaugh (City) for professional services to provide the City with funding support services to enable the City to research the possibility of recycling wastewater from the City's Wastewater Treatment Plant (WWTP) and the Tomato Waste Treatment Facility (TWTF) that processes Tomatek's industrial wastewater. EKI has the knowledge and qualifications to assist the City with securing project funding and evaluating the important possibility of recycling wastewater as a valuable resource to the City and conveying it for beneficial uses including agricultural customer irrigation. EKI recommends that the City use CWSRF grant funds to complete a recycled water feasibility study to evaluate recycled water use options that meet the City's future resource goals and objectives.

## **Background**

The City's WWTP treats domestic wastewater from City residents and other entities within the service area. The City also operates the TWTF which treats industrial wastewater from Tomatek's tomato processing plant. The TWTF employs aeration ponds that are located within the WWTP property. The WWTP and the TWTF have individual Waste Discharge Requirements (WDRs).

Tomatek's tomato processing plant is located approximately two-thirds of a mile west of the City's WWTP, and west of State Route 33. During the harvest season, the processing plant discharges approximately 2.5 MGD of industrial wastewater to the TWTF during the months of June through October to the TWTF. The processing plant discharges approximately 0.2 MGD of industrial wastewater to the TWTF during the non-harvest months of November through May.

Formerly known as Erler & Kalinowski, Inc.



The WWTP's average and peak flows are 0.6 MGD and 1.2 MGD, respectively. Effluent from the WWTP can be discharged to percolation ponds or adjacent grass fields for land application; effluent from the TWTF discharges to adjacent grass fields for land application. The City is interested in researching the possibility of recycling TWTF discharge flows and/or all the WWTP's discharge flows to potential end users like agricultural customers.

The City is also interested in evaluating potential alternatives for the TWTF aeration ponds to treat an increasing level of biologic materials in the industrial wastewater from Tomatek. The City's WWTP operations staff are noticing an increase in paste material and tomato peels in Tomatek's discharge.

If a recycled water project is deemed feasible by the City and a portion of land currently used for land application at the WWTP/TWTF site can be decommissioned, the City would like to consider converting this decommissioned land to a residential use. Using grant funds, as recently discussed with EKI and the SWRCB Clean Water State Revolving Funding (CWSRF) staff, is the most cost-effective strategy for the City to explore the feasibility of using recycled water for other beneficial uses while meeting City resource policy objectives.

### **Scope of Work**

EKI proposes to assist the City with the preparation and submittal of two grant applications through the CWSRF funding program to collectively apply for up to \$150,000 in grant funds to assess the possibility of recycling its wastewater as a valuable resource to the City. The purpose of this scope of work is to prepare grant funding applications to receive funding to enable the City to evaluate the feasibility of a recycled water project and decide whether to pursue the project further.

#### **Task 1 – Preparation and Submittal of CWSRF Recycled Water Planning Grant Application**

EKI will coordinate with the City to incorporate needed project information and data for the proposed recycled water feasibility study to complete the CWSRF Recycled Water Planning Grant Funding Application. The project budget and schedule will be developed in coordination with the City, consistent with the CWSRF Recycled Water Planning Grant Funding Program guidelines. EKI will prepare and submit the required CWSRF Recycled Water Planning Grant Funding Application documents including the application elements as follows:

- General Application – CWSRF Recycled Water Planning Grant Application
- City Resolution – CWSRF Recycled Water Planning Grant Application
- Notice of Exemption – CWSRF Recycled Water Planning Grant Application
- Meter Compliance Form – CWSRF Recycled Water Planning Grant Application
- Facility Planning Report – Scope/Schedule/Budget

The application elements above will be developed based on information provided by the City and received by EKI. EKI will develop a complete funding application package containing the

elements above to be prepared and submitted to the SWRCB on behalf of the City. EKI will provide the City with a draft resolution for approval by the City Council.

For the purposes of this application, the proposed recycled water feasibility study is assumed to be Categorically Exempt from CEQA based on the finding that the proposed study would involve planning only tasks. If CEQA compliance costs and strategy require more work and process, the City will be responsible for the additional costs to achieve CEQA compliance for the proposed funding application. The City may either increase the budget of this proposal based on the effort required by EKI to assist in achieving CEQA compliance, or use City resources to complete the necessary additional CEQA compliance process as required for funding approval.

EKI will submit the completed CWSRF Recycled Water Planning Grant Funding Application to the SWRCB with the goal of achieving funding approval this fiscal year. The process of receiving funding approval is expected during the 4<sup>th</sup> quarter of 2018, and executing a Project funding agreement is expected to take place during the first quarter of 2019 (subject to change by the funding agency for processing and approving funding applications received during this funding cycle). EKI will work with the funding agency to submit a complete application and to help coordinate a timely decision for funding approval.

EKI will submit a draft of the completed CWSRF Recycled Water Planning Grant Funding Application package to the City for review and comment before submitting the final application package through the SWRCB online FFAST submittal process. Comments from the City will be incorporated into the final application packages.

Deliverables:

- Draft City CWSRF Recycled Water Planning Grant Application – one electronic copy
- Final City CWSRF Recycled Water Planning Grant Application – one electronic copy
- Final City CWSRF Recycled Water Planning Grant Application to SWRCB via FFAST electronic submittal

**Task 2 – Preparation and Submittal of CWSRF Planning Grant Application**

EKI will coordinate with the City to incorporate needed project information and data for the proposed recycled water feasibility study to complete the CWSRF Planning Grant Funding Application. The project budget and schedule will be developed in coordination with the City, consistent with the CWSRF Planning Grant Funding Program guidelines. EKI will prepare and submit the required CWSRF Planning Grant Funding Application documents including the application elements as follows:

- General Package – CWSRF Planning Grant Application Package
- Technical Package – CWSRF Planning Grant Application Package
- Environmental Package – CWSRF Planning Grant Application Package
- Financial Package – CWSRF Planning Grant Application Package

The application elements above will be developed based on information provided by the City and received by EKI. EKI will develop a complete funding application containing the four packages above to be prepared and submitted to the SWRCB on behalf of the City.

For the purposes of this application, the proposed recycled water feasibility study is assumed to be Categorically Exempt from CEQA based on the finding that the proposed study would involve planning only tasks. If CEQA compliance costs and strategy require more work and process, the City will be responsible for the additional costs to achieve CEQA compliance for the proposed funding application. The City may either increase the budget of this proposal based on the effort required by EKI to assist in achieving CEQA compliance, or use City resources to complete the necessary additional CEQA compliance process as required for funding approval.

EKI will submit the completed CWSRF Planning Grant Funding Application to the SWRCB with the goal of achieving funding approval this fiscal year. The process of receiving funding approval is expected during the 4<sup>th</sup> quarter of 2018, and executing a Project funding agreement is expected to take place during the first quarter of 2019 (subject to change by the funding agency for processing and approving funding applications received during this funding cycle). EKI will work with the funding agency to submit a complete application and to help coordinate a timely decision for funding approval.

EKI will submit a draft of the completed CWSRF Planning Grant Funding Application packages to the City for review and comment before submitting the final application packages through the SWRCB online FFAST submittal process. Comments from the City will be incorporated into the final application packages.

**Deliverables:**

- Draft City CWSRF Planning Grant Application – one electronic copy
- Final City CWSRF Planning Grant Application – one electronic copy
- Final City CWSRF Planning Grant Application to SWRCB via FFAST electronic submittal

**Schedule**

It is anticipated that all work will be completed within 45 days after receipt of an executed contract.

**Proposed Budget**

EKI proposes a budget of \$16,400 for the consulting services described above to be performed by EKI on a time and expense reimbursement basis in accordance with our attached Schedule of Charges, dated 01 January 2018, and Fee Estimate. This budget includes preparation and submittal of two grant funding applications through the CWSRF funding program to collectively

fund a \$150,000 recycled water feasibility study. EKI will also coordinate with the funding agency as required to achieve funding application approval in a timely manner. EKI's budget will not be exceeded without prior written authorization from the City.

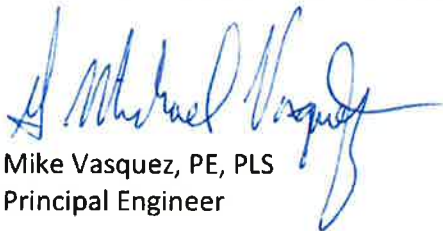
It is understood and accepted by both parties that if the City's CWSRF recycled water funding applications are approved by the SWRCB, EKI Environment and Water, Inc. will be designated as the Project Engineer and be responsible for delivering the scope of work and engineering services contained in the approved funding applications within the Project budget and schedule through a subsequent agreement between the City and EKI.


If this scope of work and budget meets your expectations, please execute this proposal below and send EKI a fully executed copy via pdf. By signing this proposal, the City agrees that the proposed work will be completed in accordance with the attached EKI Standard Conditions.

We look forward to working with you to assist the City of Firebaugh with securing grant funding to explore the feasibility of developing a recycled water project at the City's WWTP. Please contact Mike Vasquez at (650) 292-9112 with any questions or require additional information.

Very truly yours,

**EKI ENVIRONMENT & WATER, INC.**

  
Mike Vasquez, PE, PLS  
Principal Engineer

  
Earl James, PG  
Vice President

APPROVED BY:  
City of Firebaugh

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Ben Gallegos, City Manager and Public Works Director

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Date

Attachments: EKI Schedule of Charges (Custom Rates), dated 01 January 2018  
EKI Fee Estimate  
EKI Standard Conditions

**City of Firebaugh (B8-136) - Recycled Water Funding Estimated Hours & Fee**

TASKS	ESTIM. EKI HOURLY LABOR (2018 CUST. RATES)				EKI LABOR COST  (\$)	SUB	SUB MARKUP	OTHER DIRECT COSTS (2	TOTAL	TOTAL	
	EKI Personnel/Rates (\$/hr), (1)					N/A				TASK BUDGET TOTALS  (\$)	ROUNDED BUDGET TOTALS  (\$)
	Tyler C ES-G1	Jacques D S1, WR SP	Mike V. PRI PM	Steve T Off PIC							
	167	214	243	252							
<b>Task 1 - Preparation and Submittal of CWSRF Recycled Water Funding Application</b>											
Prepare and Submit Funding Application W/City Draft Review (incl. Draft Resolution and Notice of Exemption)	6	10	8	2	\$5,590			\$150	\$150	\$5,740	
<b>Task 1 Subtotal</b>	6	10	8	2	\$5,590			\$150	\$150	\$5,740	\$5,800
<b>Task 2 - Preparation and Submittal of CWSRF Planning Funding Application</b>											
Prepare and Submit Funding Application W/City Draft Review (incl. 4 Packages, Draft Resolution, and Notice of Exemption)	16	18	14	2	\$10,430			\$150	\$150	\$10,580	
<b>Task 2 Subtotal</b>	16	18	14	2	\$10,430			\$150	\$150	\$10,580	\$10,600
<b>TOTALS:</b>	<b>22</b>	<b>28</b>	<b>22</b>	<b>4</b>	<b>\$16,020</b>			<b>\$300</b>	<b>\$300</b>		<b>\$16,400</b>

**Notes:**

- EKI billing grades are as follows:  
 "SPR": Senior Principal  
 "PRI": Principal  
 "SUP": Supervising Engineer or Scientist  
 "ASC I and II": Associate Engineer or Scientist  
 "G1, G2, G3...": Grade [1, 2, 3, ...] Engineer or Scientist
- Other Direct Costs include car travel and document reproduction.

**Client/Address: City of Firebaugh**

Proposal For Recycled Water Funding Services (CWSRF Grants)  
 Attn: Ben Gallegos, City Manager and Public Works Director  
 1133 P Street, Firebaugh, CA 93622

**Proposal/Agreement Date: 23 July 2018****EKI Project # B8-136****SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.<sup>1</sup>****1 January 2018**

<u>Personnel Classification</u>	<u>Standard Hourly Rate</u>	<u>City of Firebaugh 10% Discounted Hourly Rate</u>
Officer and Chief Engineer-Scientist	280	252
Principal Engineer-Scientist	270	243
Supervising I, Engineer-Scientist	260	234
Supervising II, Engineer-Scientist	250	225
Senior I, Engineer-Scientist	238	214
Senior II, Engineer-Scientist	225	203
Associate I, Engineer-Scientist	213	192
Associate II, Engineer-Scientist	199	179
Engineer-Scientist, Grade 1	185	167
Engineer-Scientist, Grade 2	175	158
Engineer-Scientist, Grade 3	160	144
Engineer-Scientist, Grade 4	140	126
Engineer-Scientist, Grade 5	124	112
Engineer-Scientist, Grade 6	109	98
Technician	100	90
Senior GIS Analyst	128	115
CADD Operator / GIS Analyst	113	102
Senior Administrative Assistant	125	113
Administrative Assistant	99	89
Secretary	82	74

**Direct Expenses**

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ~~ten percent (10%)~~ five percent (5%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

~~A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.~~

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work.

Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

<sup>1</sup> Formerly known as Erler & Kalinowski, Inc.



## **EKI Environment & Water, Inc.**

### **TERMS AND CONDITIONS**

**Project: Recycled Water Funding Services – CWSRF Grants**

**CONSULTANT:** EKI Environment & Water, Inc.

**CLIENT:** City of Firebaugh, CA

**Proposal/Agreement Date:** 07/23/2018

**Proposal/Project Number:** EKI B8-136

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#### **1. SCOPE OF SERVICES**

The CLIENT hereby employs CONSULTANT to perform the professional services work ("Services") specified in this Agreement. The CONSULTANT's Services will commence on the date of execution of this Agreement and to continue until completion of the Services described herein or termination as described in Article 12. CONSULTANT agrees to furnish the necessary personnel, materials, equipment, and facilities to perform the Services stated in this Agreement or attached thereto. CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.

The CLIENT agrees that CONSULTANT shall be responsible to provide only for the Services expressly specified in this Agreement. Additional Services, which result in an adjustment in CONSULTANT's schedule for its Services or originally estimated budget or lump sum fee for its Services, may be provided at CLIENT's request.

All of CONSULTANT's plans, specifications, tracings, survey notes, writings, reports, documents, designs, instruments of service, computer programs, electronic data deliverables, and other original documents, and any other Services or work products generated electronically or in hardcopy as a result of this Agreement (collectively "Work Product") are intended for the sole use and benefit only of CLIENT and may not be relied on or used by any other party or entity without the express written consent of CONSULTANT and subject to execution of an agreement between such third party and CONSULTANT in form and content approved by CONSULTANT defining the terms, provisions, and limitations of the use of Work Product.

#### **2. COMPENSATION**

The CLIENT agrees to pay CONSULTANT's invoices for the Services specified in this Agreement in accordance with the Schedule of Charges attached to the Agreement, and such payment shall be full compensation for all personnel, materials, equipment, and facilities used in performing the Services.

CONSULTANT will invoice CLIENT at the end of each billing period. Payment in full must be received by CONSULTANT within thirty (30) days of the date of such invoice. Any amounts overdue will incur a service charge of one percent (1%) per month, compounded monthly, beginning thirty (30) days after the invoice date and until full payment is received. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the invoice date may be considered substantial nonperformance and cause for suspension or termination of Services, at CONSULTANT's discretion. CONSULTANT, without any liability to CLIENT, may withhold any Services and Work Product pending payment by CLIENT of any outstanding amounts owed.

For Services provided on a time and material basis, the budget may be increased by amendment to complete the Scope of Work. CONSULTANT is not obligated to provide Services in excess of the authorized budget. The Services performed by CONSULTANT shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such Services are incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as specified herein.

#### **3. INSURANCE**

CONSULTANT, at its own expense, will maintain in force the following policies of insurance during the period of performance of this Agreement:

- (a) Workers' Compensation at statutory limits and Employer's Liability Insurance with a limit of \$1,000,000.
- (b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, including death, and property damage.
- (c) Automobile Liability Insurance with a combined single limit for bodily injury and property damage of \$1,000,000 per accident, and
- (d) Professional Liability Insurance with a limit of \$1,000,000 per claim and in the annual aggregate per policy year.

If requested by CLIENT, CONSULTANT will furnish CLIENT with evidence of the above insurance with a provision that in the event of cancellation of insurance coverage at least thirty (30) days prior written notice will be given to the CLIENT.

If CLIENT retains any construction contractor or subcontractor whose scope of work relates in any way to the Services provided by CONSULTANT, CLIENT shall require each contractor and subcontractor to: (1) defend, indemnify, and hold harmless CLIENT and CONSULTANT from any and all claims, suits, losses, damages, attorney's fees, and costs arising from such contractor or subcontractor's work or services; (2) obtain insurance of types and amounts appropriate for the services and work provided by such contractor or subcontractor, including but not limited to Commercial General Liability, Auto Liability, Workers' Compensation and Employer's Liability and Contractor's Pollution Liability; (3) require naming CONSULTANT as an additional insured under Commercial General Liability and Automobile Liability policies, and (4) require that all contractor's and subcontractor's policies be endorsed to provide a waiver of subrogation in favor of CLIENT and CONSULTANT related in any way to the Services provided by CONSULTANT.

#### 4. STANDARD OF CARE

CONSULTANT agrees that, in connection with its Services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CLIENT recognizes that the state of practice is changing and evolving. While CONSULTANT will perform in reasonable accordance with standards in effect at the time its Services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. No warranty or guarantee, express or implied, is made or intended by providing any of the Services or by furnishing oral or written reports of the findings made by CONSULTANT.

#### 5. LIMITATION ON LIABILITY

CLIENT agrees that to the fullest extent allowed by law, CLIENT shall limit CONSULTANT's liability to CLIENT, CLIENT's contractors, subcontractors, agents, employees and consultants, and to all other third parties for any or all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related this Agreement from any cause or causes including but not limited to the negligent acts, errors, omissions, breach of contract, or breach of warranty by CONSULTANT, its directors, officers, employees, agents, subconsultants, and subcontractors to a maximum of \$100,000. This limitation of liability shall apply to the CLIENT's claims for damages as well as the CLIENT's claims for contribution and indemnity with respect to third party claims. CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.

#### 6. CONSEQUENTIAL DAMAGES

The CONSULTANT and CLIENT waive consequential damages, including but not limited to loss of use, profits, anticipated profits, and like losses, for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is also applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

#### 7. INDEMNITY

CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT from any and all claims, suits, losses, attorney fees, costs, and liability for property damage, personal injury including death, consequential, or any other damages from any cause whatsoever, arising out of the CONSULTANT's Services, including but not limited to the presence (or failure to detect the presence), discharge, release or escape of toxic or hazardous materials or contaminants of any kind, and from any and all claims for damages by third parties, excepting only to the extent resulting from the willful misconduct or sole negligence of CONSULTANT in the performance of its Services under this Agreement.

#### 8. SERVICES DURING CONSTRUCTION

Any Services, including testing or construction observation, provided by CONSULTANT, during construction of facilities designed by the CONSULTANT or others, is for the purpose of reviewing the construction contractor's general compliance only with the functional provisions of the construction contract documents including project specifications and drawings. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with any construction contractors' work, nor shall the CONSULTANT be responsible for a contractor's failure to perform the work in accordance with the requirements of the construction documents. The CONSULTANT shall be only responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of contractors or of any other persons or entities performing portions of the work. CLIENT agrees that in accordance with generally accepted construction practices, the independent construction contractor(s) selected by CLIENT will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property, and that this



responsibility shall be continuous and not be limited to normal working hours. CONSULTANT's services during construction shall not be construed to waive or otherwise relieve any contractor or subcontractor of their contractual obligations.

#### 9. COST ESTIMATES

Any statements of estimated construction costs or future operation and maintenance costs furnished by CONSULTANT represent the CONSULTANT's judgment as a design professional. However, neither CLIENT nor CONSULTANT has control over the fluctuations in construction costs, a contractor's methods of determining bid prices, market and bidding conditions, and other factors. Accordingly CONSULTANT does not guarantee or warrant that the bids or negotiated prices will not vary from any estimated costs provided by CONSULTANT or from CLIENT's budget for the project.

#### 10. DATA

Any Work Product stored or reduced to computer tapes, disks, CDs, electronic files or CAD files (collectively "Data") is and shall remain CONSULTANT's property. The transfer of Data to CLIENT or others is not and shall not be deemed a sale. CONSULTANT reserves the right to retain an archival copy of the Data delivered to CLIENT, which shall be referred to and shall be conclusive proof and govern in all disputes over the form or content of the Data furnished to CLIENT. The Data are instruments of service, and as such, CONSULTANT makes no representations or warranties, expressed or implied, of the Data's merchantability or fitness for a particular purpose with respect to its quality, adequacy, completeness or sufficiency as to any results to be or intended to be achieved as to its use.

The Data are furnished "as is". CLIENT acknowledges that anomalies and errors can be introduced into the Data when it is transferred or used in an incompatible computer environment or modified by others. CLIENT acknowledges and solely accepts the risks associated with and/or the responsibility for any damages to hardware, software or computer systems or networks related to any use of the Data.

Use by CLIENT of any Data prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CLIENT's sole risk. CLIENT agrees to indemnify and hold CONSULTANT harmless from any claims, suits, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any Data prepared by CONSULTANT without the prior written consent of CONSULTANT.

#### 11. CONFIDENTIALITY

When business or technical information is identified as "confidential" by CLIENT, CONSULTANT shall hold such business or technical information as confidential. CONSULTANT shall not disclose such confidential information without CLIENT's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, court order or other governmental directive; and/or (4) protection of CONSULTANT against claims or liabilities arising from performance of Services under this Agreement. In the event that CONSULTANT is requested to disclose any confidential information under the above conditions, CONSULTANT will contact CLIENT to provide an opportunity for CLIENT's defense of any confidentiality claim at its expense, including the cost of any required CONSULTANT services at CONSULTANT's then current Schedule of Charges. CONSULTANT's obligation hereunder shall not apply to information in the public domain, previously known by CONSULTANT, or lawfully acquired on a non-confidential basis from others.

#### 12. TERMINATION OF AGREEMENT

##### (a) WITH CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination.

##### (b) WITHOUT CAUSE

This Agreement may be terminated by CLIENT or CONSULTANT upon at least fourteen (14) days written notice to the other party.

##### (c) TERMINATION ADJUSTMENT PAYMENT

If this Agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for Services performed and expenses incurred to the termination notice date, including Reimbursable Expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close-out the Services and to prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including, but not limited to, cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

#### 13. DISPUTE RESOLUTION

(a) The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for mediation to JAMS, or other third party mediation service acceptable to the parties. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with JAMS. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance

of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

(b) The mediation fees and costs, if any, shall be divided equally among the parties involved. Each party shall bare its own attorney's fees and other costs, except as provided in subparagraph (c) below.

(c) If any party commences a court action to which this paragraph applies without first initiating mediation, said party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that party in any such court action.

(d) The following matters are excluded from mediation hereunder: (1) preserving a Mechanic's Line; (2) injunctive relief; and (3) any unlawful detainer.

#### 14. GENERAL PROVISIONS

##### (a) APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of California, excepting those provisions of California law that would require the application of the laws of another state or country.

##### (b) PRECEDENCE OF CONDITIONS

Any terms or conditions incorporated into a purchase order, confirmation, or other similar document issued by CLIENT shall have no force and effect. If there is any conflict between these Terms and Conditions and the Agreement or any other Exhibits, or documents that are attached or make up a part of this Agreement, these Terms and Conditions shall control, in the absence of CONSULTANT's express written agreement to the contrary.

##### (c) ASSIGNMENT OR SUBCONTRACTING

Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other. CONSULTANT may subcontract any portion of the work to be performed hereunder without such consent.

##### (d) OWNERSHIP OF DOCUMENTS

All Work Product are instruments of CONSULTANT's Services and shall not be used on other projects without CONSULTANT's prior written consent; however, if used on other projects, such use shall be at CLIENT's sole risk. CONSULTANT's Work Product may not be altered or modified except by CONSULTANT. CONSULTANT shall be deemed the author of the Work Product and shall retain all common law, statutory and other reserved rights, including the copyright, trademark, and patent. The CLIENT may retain copies, including reproducible copies, of these documents for information and reference in connection with the CLIENT's use for this project. Submission or distribution of CONSULTANT's Work Product to meet official regulatory requirements or for similar purposes in connection with this project are not to be construed as publication in derogation of CONSULTANT's reserved rights.

##### (e) FORCE MAJEURE

Any delay or default in the performance of any obligation of CONSULTANT under this Agreement resulting from any cause(s) beyond CONSULTANT's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby. Upon the resumption of Services, the schedule for performance of CONSULTANT's Services and the fees due hereunder shall be equitably adjusted.

##### (f) TIME BAR

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the Services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after one year from the date of substantial completion of the Services, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

##### (g) INTERPRETATION

The parties have had an opportunity to review and negotiate the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter thereof. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

##### (h) MERGER: WAIVER: SURVIVAL

This Agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, and/or agreements, written or oral. This Agreement may not be amended or altered except in a writing signed by both parties. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire Agreement, and all remaining provisions shall survive and be enforceable.

##### (i) CLIENT OBLIGATIONS

CLIENT shall furnish full information regarding requirements for the project, including a plan or program that shall set forth CLIENT's objectives, schedule, constraints and criteria, including, as applicable, budget, space requirements, and relationships, flexibility, expandability, special equipment, systems and site requirements. CLIENT will provide access to the project site, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports or any other reports or filings required of the site owner, unless specifically included in CONSULTANT's scope of Services. CLIENT shall pay the costs of plan checking and inspection fees, zoning applications fees, soil engineering fees, testing fees, surveying fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement.

(j) **THIRD PARTIES**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CONSULTANT.

15. **UTILITIES AND SUBSURFACE CONFLICTS**

Prior to initiation of subsurface investigations, including but not limited to boreholes, probes, trenches, or subsurface sample collection, CLIENT will provide CONSULTANT with available information, drawings, and maps regarding potential underground utilities, other potential subsurface conflicts, and overhead conflicts in the proposed areas of investigation. If CLIENT is not the property owner, CLIENT will contact the property owner and request such information. CONSULTANT will clear the proposed investigation locations for buried utilities by obtaining the services of a utility locating company. CONSULTANT will make reasonable efforts to identify and to avoid damage to disclosed or visually-identified utilities that may exist within the areas of investigation. CONSULTANT, its subconsultants and subcontractors shall have no liability for damages to persons or property, including the cost to repair, which occur during investigative activities performed by CONSULTANT, its subconsultants and subcontractors, and arise out of or relate to undisclosed, unknown, or inaccurately specified utilities or other structures.

**RESOLUTION NO. 18-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ESTABLISHING FEES TO BE CHARGED FOR THE COMMERCIAL CANNABIS BUSINESS APPLICATION**

**WHEREAS**, on January 1, 2018, the State of California began licensing commercial cannabis businesses for both medicinal and adult marijuana use throughout the State; and

**WHEREAS**, the City Council of the City of Firebaugh approved and adopted Ord. 18-02 on June 4, 2018, to establish “A New “Cannabis Control Ordinance,” including a regulatory framework for Commercial Cannabis Operations; and

**WHEREAS**, the application process to operate a Commercial Cannabis Business in the City of Firebaugh will open on October 13, 2018, and is adopted pursuant to City of Firebaugh Ordinance No. 18-02; and

**WHEREAS**, the application process includes the requirement to pay certain fees as set forth in the “Application Procedures to Operate A Commercial Cannabis Business in the City of Firebaugh”, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the City Council has decided to establish and approve the fees as set forth in Exhibit A to be effective on September 5, 2018.

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

1. Effective September 5, 2018, the fees shown on Exhibit “A” shall become effective and shall be charged for the City of Firebaugh Commercial Cannabis Business Application.

The foregoing resolution was approved and adopted at a special meeting of the City Council of the City of Firebaugh held on the 5<sup>th</sup> day of September, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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**Felipe Perez**  
Mayor

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**Rita Lozano**  
Deputy City Clerk



## APPLICATION PROCEDURES TO OPERATE A COMMERCIAL CANNABIS BUSINESS IN CITY OF FIREBAUGH

The application process to operate a Commercial Cannabis Business ("CCB") in the City of Firebaugh will open on **October 13, 2018**, and is adopted pursuant to City of Firebaugh Ordinance No. 18-02. Applications will be available at City Hall located at 1133 P Street, Firebaugh, CA 93622, or online at [www.firebaugh.org](http://www.firebaugh.org). The application process will be held open until such time as the City posts a 30-day notice on its website. Thirty days from that date, the application period will close. To be considered, final applications **must be** submitted by **3:00 pm on the date of that deadline**, at City Hall located at 1133 P Street, Firebaugh, CA 93622.

The following procedures outline the application process, required materials, and other information necessary to apply for a business permit and enter into the selection process to operate a CCB in **the City of Firebaugh**. **PLEASE READ CAREFULLY BEFORE COMPLETING THE APPLICATION. FAILURE TO SUBMIT A COMPLETE APPLICATION COULD RESULT IN DISQUALIFICATION.**

Information regarding the commercial cannabis business application process can be found on the City's website: <http://firebaugh.org>, and may include the following:

- City of Firebaugh Commercial Cannabis Business Permit Application Form
- City of Firebaugh Cannabis Permit Employee/Owner Background Application and related waiver(s)
- Live Scan form
- Local regulations governing City of Firebaugh CCBs: City of Firebaugh Ordinance No. 18-02
- Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA)
  - Local Zoning Ordinances: <http://firebaugh.org/2016-firebaugh-zoning-ordinance-update/>
- Frequently Asked Questions

### CITY'S RESERVATION OF RIGHTS

The City reserves the right to reject any and/or all applications, with or without cause or reason. The City may also modify, postpone, or cancel the request for permit applications without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any candidate submitting an application. Late or incomplete applications MAY BE REJECTED. Furthermore, an application RISKS BEING REJECTED for the following reasons:

1. It is considered not fully responsive to this request for a permit application.
2. It contains excess or extraneous material not called for in the request for permit application.

### AMENDMENTS TO THE APPLICATION

Applicants may not be allowed to make amendments to their application or to supplement their application, except as otherwise specifically permitted in these procedures or authorized in writing by the City. During Phase 1, applicants will be notified if any of the Owners are ineligible and/or if their application is incomplete and may not move forward in the application process. However, in some cases the City may move forward in

and may not move forward in the application process. However, in some cases the City may move forward in the application process to other phases should it anticipate that the Live Scan will take a significant amount of time to be returned to the City. In this case, Applicants wishing to move forward in the process acknowledge by signing the application that they agree to these terms and should they be disqualified as a result of a background or a Live Scan, they will not be eligible for a refund of any fees collected resulting from the modification of this procedure.

**CONTACT:** If you have any questions during the application process or would like an update on the status of your application, please contact Ben Gallegos at (559) 659-5905 or by email at [citymanager@ci.firebaugh.ca.us](mailto:citymanager@ci.firebaugh.ca.us).

#### **DESCRIPTION OF APPLICATION EVALUATION AND SELECTION PROCESS:**

**Phase 1: Application Submittal and Determination of Eligibility (Fee: \$7500.00)** Note: All applicants will be required to pay a \$7500.00 fee, against which City staff time is charged for reviewing applications. Applicants are advised that they may be required to pay additional amounts as required for the sole purpose of the City's completion of the application review process.

- Indemnification Agreement
  - Applicant executes an agreement indemnifying the City from liability.
- Live Scan Criminal History Check
  - Each individual applying to be an owner of the CCB must undergo a Live Scan criminal history check demonstrating compliance with the eligibility requirements of Section 25-41.13 for background checks. The Live Scan process involves submitting fingerprints to the DOJ/FBI to review for criminal offender record information (CORI). CORI reports will be provided to the City for the sole purpose of determining eligibility for operating a CCB. Owners who do not meet criminal history eligibility requirements will be disqualified. There will be a processing fee of \$73.00 per person, due at the time of the Live Scan.
  - The Live Scan must be conducted by the Firebaugh Police Department unless otherwise stated on the City's website. The Police Department will process no more than six (6) individuals per day and applicants will be required to make an appointment in advance to ensure the proper Firebaugh Police Department staff are available. Due to limited staff resources, you are encouraged to schedule your appointment as early as possible in order complete your Live Scan requirement before the due date of the application. The City cannot guarantee that it will be able to accommodate applicants who do not get their Live Scan completed closer to the application deadline.
- Zoning Verification Letter
  - Prior to submitting their CCB application, Applicant will be required to obtain a Zoning Verification Letter from the Planning Department, to ensure that the applicant's proposed CCB location meets the City's locational requirements. The cost to obtain a Zoning Verification Letter is \$67.50 and the City's review process takes approximately five (5) working days. Zoning Verification Letters require a written request to the Planning Department, and will not be completed over the counter since it may require additional research and review. The Zoning Verification Letter will need to be included with the application package.



- The issuance of a Zoning Verification Letter does not imply written evidence of permission given by the City of Firebaugh or any of its officials to operate a CCB, nor does it not mean “permit” within the meaning of the Permit Streamlining Act, nor does it constitute an entitlement under the Zoning or Building Code. A regulatory permit for the purpose of regulating a CCB does not constitute a permit that runs with the land on which the CCB is established.
- Online Application
  - Applicant may obtain the City Commercial Cannabis Business Permit Application Form online using the link on the City’s website.
- Applications and Background Check Form(s)
  - A complete application will consist of the following:
    - Complete, signed copy of the City of Firebaugh Commercial Cannabis Business Permit Application Form;
    - Complete, signed City of Firebaugh Cannabis Permit Employee/Owner Background Application for each of the Owners. If the Owner is an international applicant, please provide an ITIN or U.S.-issued Social Security Number or Driver’s License.
    - Intelifi Background Check Disclosure & Authorization Form
    - Proof of Live Scan fee payment for each of the Owners;
    - Zoning Verification Letter
    - All supplemental information to be evaluated in Phases 2 and 3, as described in Appendix A.
  - Applications will only be considered complete if they include all information required above.
  - Applicants must submit two (2) copies of the complete application, each in a three-ring binder; one (1) copy of the complete application in PDF format on a flash drive; with the paid Phase 1 fee of **\$7500.00**. The application and fee are due to the City by 3:00 PM on the deadline specified by the City on its website pursuant to the posting of the 30-day notice. Payment must be made by certified check, cashier’s check, or money order made payable to “City of Firebaugh”. The City will not accept cash and application fees are non-refundable.
  - Only the following information may be submitted after the initial application is received:
    - Proof of property ownership or lease agreement.
    - Should Applicant change locations after the application binder is submitted, a new Zoning Verification Letter is required and must be submitted with the application binder prior to Phase 3 of the selection process. Applicants may only submit a different location if the initial proposed site was eligible.

## **Phase 2: Application Evaluation and Initial Ranking (1,500 Points)**

Applications will be evaluated and ranked by HdL Companies based on the below criteria. ***Please see Appendix A for a description of the evaluation criteria.***

- Location (300 Points)
- Business Plan (400 Points)
- Neighborhood Compatibility Plan (400 Points)
- Safety Plan (200 Points)

- Security Plan (200 Points)

The top five (5) applications will move on to Phase 3.

### **Phase 3: Interviews and Second Ranking (2,500 Points)**

The top three (3) applicants will be interviewed and evaluated by the City's Selection Committee. Prior to the scheduling of interviews, each of the applications may be required to have their proposed site inspected by the assigned City designee, if there is an existing building structure, to ascertain current conditions of the facility.

Applicants will be interviewed and evaluated based on the below criteria. ***Please see Appendix A for a description of the evaluation criteria.***

- Qualifications of Owners (300 Points)
- Location (proof of ownership or a signed and notarized statement of intent from the Property Owner) (200 Points)
- Neighborhood Compatibility Plan (200 Points)
- Environmental Impact Mitigation (300 Points)
- Labor & Employment/Local Enterprise (400 Points)
- Business Plan (300 Points)
- Enhanced Product Safety (200 Points)
- Safety Plan (150 Points)
- Security Plan (150 Points)
- Community Benefits (300 Points)

### **Conclusion of Application Review Process**

After all Phase 3 scores have been tabulated, they will be combined with Phase 2 scores to establish an overall ranking of the applications. Upon the completion of Phase 3 of the selection process, the City Manager will make a determination regarding the awarding of a permit or permit, and that information will be submitted to the City Council in a final report. Any cannabis operator awarded an operating permit will be subject to a conditional use permit.

Being awarded a CCB permit does not constitute a land use entitlement and does not waive or remove the requirements of applying for and receiving permits for any and all construction including electrical, plumbing, fire, planning permits or reviews, and any other permits, licenses, or reviews as may be necessary by the relevant departments or governmental entities in charge of said permits. Nor does it guarantee that the plans submitted via the CCB application process meet the standards or requirements of those permitting departments. All permit awardees will still be required to complete all the permitting processes for the proposed construction or occupation of their facility.



## APPENDIX A

### DESCRIPTION OF EVALUATION CRITERIA:

**Qualifications of Owners:** The application should include information concerning any special business or professional qualifications or licenses of owners that would add to the number or quality of services that the CCB would provide, especially in areas related to medical cannabis, such as scientific or health care fields.

**Location:** The application should include the following:

- Physical address and detailed description of the proposed/final location.
- Proof of ownership, or a notarized letter of the owner's willingness to lease. (This information will be given consideration in Phase 3 only.)
- Zoning Verification Letter
- Description of all known nearby sensitive use areas. Note that a proposed/final location shall not be closer than 600 feet from any parcel containing a school, daycare facility, youth center, and other uses as dictated by the City ordinance. The CCB must be located in the appropriate zoning and meet all of the locational requirements as in described in Firebaugh Municipal Code Chapter 25 Zoning.

**Neighborhood Compatibility Plan:** The application should include the following in the Neighborhood Compatibility Plan:

- How the CCB, including its exterior areas and surrounding public areas, will be managed so as to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.
- A site plan for each potential location. The site plan must be accurate, dimensioned and to-scale (minimum scale of 1/4").

**Environmental Impact Mitigation:** The application should describe any proposed "green" business practices relating to energy and climate, water conservation, and materials and waste management.

**Labor & Employment/Local Enterprise:** The application should describe to what extent the CCB will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees. Specific practices that are subject to consideration include the following:

- Providing compensation to and opportunities for continuing education and training of employees/staff (applications should provide proof of the CCB policy and regulations to employees);
- Providing a "living wage" to facility staff and employees. Wage scale should be provided in writing for all levels of employment at the facility. "Living Wage" shall mean 150% of the minimum wage mandated by California or Federal law, whichever is greater.

**Business Plan:** The application should include the following in the Business Plan, with as much detail as possible:

- Description of day-to-day operations. See Firebaugh Municipal Code Section 25-41.13.6.
- How the CCB will conform to local and state law. See Firebaugh Municipal Code Ordinance No. 18-02, and SB 94 Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA).
- How cannabis inventory will be tracked and monitored to prevent diversion.

- A schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion.
- A budget for construction, operation, maintenance, compensation of employees, equipment costs, utility costs, and other operation costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.
- Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets.
- A pro forma for at least three years of operation.

**Enhanced Product Safety:** The application should state how the CCB will ensure enhanced consumer safety as required by State or local law.

**Safety Plan:** The application should include the following for each proposed location:

- A detailed safety plan. This plan should describe the fire prevention, suppression, HVAC and alarm systems the facility will have in place. **It should include an assessment of the facility's fire safety by a qualified fire prevention and suppression consultant.** An appropriate plan will have considered all possible fire, hazardous material, and inhalation issues/threats and will have both written and physical mechanisms in place to deal with each specific situation.

**Security Plan:** The application should include the following for each proposed location:

- A detailed security plan. This plan should include a description and detailed schematic of the overall facility security. It should have details on operational security, including but not limited to general security policies for the facility, employee specific policies, training, sample written policies, transactional security, visitor security, 3rd party contractor security, and delivery security. In particular, applications should address ingress and egress access, perimeter security, product security (at all hours), internal security measures for access (area specific), types and locations of security systems (alarms and cameras), and security personnel to be employed. **The security plan shall also include an assessment of site security by a qualified security consultant.** Security plans will not be made public.
- A floor plan showing existing building conditions. If changes are proposed as part of the project, then a proposed floor plan should also be submitted. The floor plan(s) should be accurate, dimensioned and to-scale (minimum scale of 1/4").

**Community Benefits:** The application should describe benefits that the CCB would provide to the local community, such as employment for local residents of the City, community contributions, or economic incentives to the City.

## **Exhibit B**

### **Other Fees**

<b>Live Scan</b>	<b>\$73.00</b>
<b>Zoning Verification Letter</b>	<b>\$ 67.50</b>
<b>Owner/Manager Background Check</b>	<b>\$300.00</b>
<b>Employee Background Check</b>	<b>\$150.00</b>