

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh
Vol. No.19/11-04

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: November 4, 2019/6:00 p.m.

CALL TO ORDER

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

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

APPROVAL OF THE AGENDA

PUBLIC COMMENT

PRESENTATION

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 October 21, 2019.

PUBLIC HEARING

NEW BUSINESS

2. RESOLUTION NO. 19-54 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH SUMMARILY VACATING RIGHT OF EASEMENT FOR DRAINAGE PURPOSES.

Recommended Action: City Council received public comments & approves Res. 19-54.

3. RESOLUTION NO. 19-55 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE FINAL MAP AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH GATEWAY HOMES, INC. FOR DEVELOPMENT OF TRACT 6257 PHASE 1.

Recommended Action: City Council received public comments & approves Res. 19-55.

4. **RESOLUTION NO. 19-56 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH SUPPORTING AB1012 A STATE LAW TO SECURE THE EFFICIENCY OF TRANSPORTATION FUNDING AND IMPLEMENTING A TIMELY USE OF THE FEDERAL/STATE FUNDING UNDER THE FEDERAL SURFACE TRANSPORTATION ACT FOR THE PROJECTS SUBMITTED TO FRESNO COUNCIL OF GOVERNMENTS FOR THE 2019 CALL FOR PROJECTS.**

Recommended Action: City Council received public comments & approves Res. 19-56.

5. **RESOLUTION NO. 19-57 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING STREETS NAMES FOR GREYSTONE ESTATES PHASE 1(TRACT NO. 6257) PURSUANT TO FIREBAUGH MUNICIPAL CODE CHAPTER 2 PROCEDURES FOR NAMING AND RENAMING CITY FACILITIES.**

Recommended Action: City Council received public comments & approves Res. 19-57.

6. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO SUBMIT ALL AGENDA ITEMS TO PLACED AND DISCUSSED AT THE JOINT MEETING BETWEEN THE CITY OF FIREBAUGH AND THE FIREBAUGH-LAS DELTAS UNIFIED SCHOOL DISTRICT FOR DECEMBER 9, 2019.**

Recommended Action: Informational only.

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

7. **Government Code Section 54957**

PUBLIC EMPLOYEE EVALUATION: 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 1, 2019 at 5:00 p.m. by Rita Lozano Deputy City Clerk.

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 19/10-21

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

Date/Time: October 21, 2019/6:00 p.m.

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

ROLL CALL Mayor Marcia Sablan
Council Member Freddy Valdez
Council Member Brady Jenkins
Council Member Felipe Perez

ABSENT: Mayor Pro Tem Elsa Lopez

OTHERS: City Attorney Jim Sanchez; City Manager/Acting Public Works Director, Ben Gallegos; Deputy Clerk, Rita Lozano; Finance Director, Pio Martin; Police Chief, Sal Raygoza; Fire Chief, John Borboa; Linda Espinoza, Chris Gutierrez, Wanda Breshears, Manuel Trujillo & others.

PLEDGE OF ALLEGIANCE Council Member Valdez led pledge of Allegiance.

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Valdez, second by Council Member Perez; motion pass by 5-0 vote.

PUBLIC COMMENT

- Introduction of the new K-9 dog Kona with Officer Monay, Kona will be a narcotics only dog, but no cannabis, she is one and a half years old. Officer Monay has only had her, since Friday, but she is doing very well. The only person she has barked at was when I made an arrest today. They will start training in Livermore or Dublin, & will attend for about a month & a half before they will be on duty. Officer Monay was very thankful for the opportunity. PD already has an SUV that is available for them to use. Police Chief stated Kona & Officer Monay will be making public presentation.
- Linda Espinoza, reported a lot of fast drivers in her neighborhood & would like to know how to get speed bumps, also by Maldonado Park it's like a race way with people always speeding it is a safety issue with so many kids near that area. Some street lights are out throughout town, the incident that past about three weeks ago, a gang member our in my area, I just want to report these concerns to keep the community safe. Police Chief stated some street lights belong to the City & other lights are PG&E's, people can report the pole number of the street light that is out, to PG&E by phone or online or call the Police Department. One of the Officer has made contact with the person speeding in Mrs. Espinoza's neighborhood but unless a resident, or a witness is willing to sign the citation, that person will not be cited, if an Officer doesn't witness him comment the violation. Mrs. Espinoza added the Police Department is doing a wonderful job, we see their patrol Vehicles in our neighborhood. City Manager Gallegos & Council Member Valdez learned of a system to deter speeders, it solar powered and about \$2,000 to \$3,000 each. Council Member Valdez would like to discuss in a future agenda.

PRESENTATION

- Fresno County Rural Transit Agency presentation for the agency's 40th anniversary of service. Bus services provides three transits to the Firebaugh area, Westside Inter-city Transit, Mendota- Firebaugh Inter-City Transit & Firebaugh Inter-City Transit. Seniors & disabled ride free with their fees being paid by other resources. The City of Firebaugh was honored with a plaque for their support & participation to Fresno County Rural Transit Agency. They thanked the City for allowing them to park their buses locally on city property & in turn provided funding to help secure the facility. City Manager Gallegos shared what a great partnership it is has been, the improvements & services they have provided to our community, has helped our facilities, security, charging units and residents that need the transportation.

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council Special Meeting on October 7, 2019.
2. WARRANT REGISTER – Period starting September 1, and ending on September 30, 2019.

Sept 2019	General Warrants	#38719 - #38833	\$ 523,646.38
	Payroll Warrants	#71127 - #71143	\$ 222,952.29
TOTAL			\$ 746,598.67

Motion to approve Consent Calendar by Council Member Valdez, second by Council Member Perez; motion pass by 5-0 vote.

PUBLIC HEARING

3. ORDINANCE NO. 19-06 - AN ORDINANCE OF THE CITY OF FIREBAUGH AMENDING SECTION 2-2.10 OF CHAPTER 2 OF THE FIREBAUGH MUNICIPAL CODE PERTAINING TO COUNCIL SALARIES – SECOND READING.

City Attorney stated the two changes: 1) pay is per month, instead of per meeting & 2) a 5% increase (\$15) will be added to Council's salary, a change in compensation does not apply to any current council members during their current term of office.

Motion to approve Ord. No. 19-06 and added Language the each Council Member must select health Insurance or Compensation but they are not eligible for both by Council Member Lopez, second by Council Member Perez; motion pass by 5-0 vote.

NEW BUSINESS: None

STAFF REPORTS

- Police Chief Sal Raygoza – One Officer will be returning from Family Medical Leave Act and one officer is out on Workers Comp, we are short staff and we have been busy. A discussion will take place with the Manager of the Housing Authority to see why a lot of people are being relocated from town to their Facility, when Firebaugh has residents that need to places to live. It seems that many of the people being relocated here from Sanger, Fresno, Los Banos and other communities have affiliations or gang relations. AS a result of this matter, we believe that is why we are seeing an increase of stolen vehicles. Linda Espinosa, stated she feels that a lot residents are not aware of the problems & if the city can find a way to inform the public, maybe everyone can be aware and look out for unusual things to report to PD. Police Chief Raygoza added, he would like to have a Facebook for the Police Department as a way to inform the residents of incidents in the community that are going on but not allow any comments to be added or any way to reply, no conversations will be allowed to be posted. Council Member Sablan replied the City has one, should we use the current Facebook. Finance Director Martin, responded the Police Chief's Facebook would more informative, immediate & he would have more control, vs calling our consultant & asking her to post the information. Council Member Valdez reported he would be in favor, if the information posted on the site was a positive response, & the public will not be allowed to post comments, Social media is the future and staff training would be required. Council Member Sablan is also in favor of the idea, but would like to see more info on how the Facebook will operate. The site must have a disclaimer that there is no public comment to avoid discrimination or violation of the Fifth Amendment, freedom of speech. Finance Director Martin stated a staff member has showed interest in taking of the City's' Facebook, but training would be best and we must make sure the disclaimer is posted. Police Chief added with proper monitoring, it would be a good thing for the community, & he will research all aspects prior to creating the account.
- Fire Chief, John Borboa – there was a vehicle fire and it was a stolen vehicle, not sure where it was from but the vehicle was stripped and the tires were gone.

- **Finance Director, Pio Martin** – Auditors will start the Audit, I'm hoping they will be done by the end of November or December, doing routine day to day work. The Dog clinic was successful, Veterinarian was happy with the turn out, so hopefully she'll return. She was from Los Banos, the clinic was held Saturday from 3:00 pm – 5:00 pm, about 90 dogs were registered and paid for dog tags within the City.
- **Deputy City Clerk, Rita Lozano** – Nothing to report.
- **City Attorney, James Sanchez** – At the last meeting the question of eminent domain was mentioned, so information was emailed to council, there are some restrictions on residential occupied homes, but other than that Council has some authority to proceed with eminent domain.
- **Council Member Sablan** - asked about more information on SB5, which becomes in effect by 2021. We are doing everything, everyone else should be doing as far as our Cannabis applications, among other things. The San Francisco Kindergarten to College (K2C) Program is a college savings program by the City and County of San Francisco in partnership with the San Francisco Unified School District (SFUSD). A K2C college savings account is automatically opened for each SFUSD student entering kindergarten, or a participating program year. The City and County of San Francisco starts each account with \$50, and families have the opportunity to earn additional incentives. The idea is, if students start their college savings for tuition, they are more likely to attend college in their future.
- **City Manager, Ben Gallegos** – Final Map of the new subdivision will be an agenda item for Nov. 4, 2019. The plan was to have a last dance for the VFW members before the construction begins but PG&E is ready to start work on the project & I don't want to delay the project. Bids will be held in November for the project. Resources Fair was successful, there were over 40 vendors. Joaquin Arambula was present and took pictures with members of the public. The clean-up event was successful, the Firebaugh is the only city that man's itself, and so we allow residents to dump more than once. State Foods is open, they started with a soft opening but will host a Grand Opening soon.
- **Council Member Jenkins**– Requested paving the alley behind Don Pepe's and at Pacifica Pizza, and asked staff to request a quote. City Manager Gallegos replied, he will request a quote but estimate will be over \$92,000. Public Works has place gravel or base rock at Don Pepe's alley every year, but seems to disappear or ware away. If Council wishes to do such projects, it should be brought up at the budget workshop so the city can budget for it.
- **Council Member Valdez** – Attended the League of Cities conference, spoke with colleagues from other cities, it was a good thing and it seems that the City is doing everything right. We are proud of the staff and all the work they've been doing. We meeting various people at the conference and had a chance to try electric powered tools. The conference gives a chance to go & talk and network with others to learn some of the things they do. Meet with a lady that offers a program to provide free kindles for kids in our community.
- **Council Member Perez** – The third week of November the 2020 census will start to reach out to residents in the community and will continue until March or April to keep reminding the people how important it is to reply, There will be kiosk in the community to help make it easier for residents to participate, as well as many other services available to them. Global Warming will educate the kids in our community to teach them about saving electricity and may raffle a Toyota.
- **Council Member Lopez** – Asked for an update on the Solar & on the Electric Meeting update.

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

CLOSED SESSION ANNOUNCEMENT AFTER CLOSED SESSION:

ADJOURNMENT

Motion adjourn by Council Member Valdez, second by Council Member Perez; motion pass by unanimous 5-0 vote at 7:20 p.m.

STAFF REPORT

TO: Firebaugh City Council
FROM: Ben Gallegos, City Manager
DATE: November 4, 2019
SUBJECT: Resolution Summarily Vacating Right of Easement for Drainage Purposes

BACKGROUND & DISCUSSION

The City of Firebaugh has approved a Tentative Map for the Greystone Estates Tract 6257. The Tentative Map proposes to divide two existing parcels containing approximately 28.4 acres into 131 single family residential lots varying from 5,000 to 7,107 square feet in size, and 5 out lots for recreational and utility purposes. The subdivision is planned to be completed in three phases.

The City is in the process of approving a Final Map for Tract Map Phase 1. However, the Sub-divider has not completed all of the required public improvements nor made the necessary dedications for recording of the Final Map. A Subdivision Improvement Agreement will be completed to ensure the completion of the subdivision public improvements within a specified time period.

The Final Map proposes to convert a portion of the existing storm basin parcel into right of way for the proposed extension of McClain Street. A summary vacation is required to allow the use of this real property for public rights of way and easements. The Sub-divider will dedicate additional real property to expand the storm basin to handle the existing drainage needs plus the new subdivision.

Staff recommends the City Council approval to vacate the subject real property for drainage purposes and dedicate for street purposes as set forth on the attached resolution.

FISCAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDATION

Staff recommends that the Council adopt Resolution No. 19-54, summarily vacating right of easement for drainage purposes for the Greystone Estates Subdivision Tract 6257 Phase 1.

ATTACHMENTS

1. Resolution No. 19-54.

RESOLUTION NO. 19-54

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIREBAUGH SUMMARILY VACATING RIGHT OF EASEMENT FOR
DRAINAGE PURPOSES**

WHEREAS, the real property identified in Exhibit "A", incorporated herein, was previously dedicated for storm drainage purposes; and

WHEREAS, the City has received a request from Gateway Homes Inc. to vacate the real property to allow it to be used for street right of way related to Greystone Estates Tract No. 6257 Phase 1, as set forth in Exhibit "B", incorporated herein; and

WHEREAS, Gateway Homes Inc. will dedicate to City the real property set forth in Outlot D of Exhibit "B" for additional drainage needs; and

WHEREAS, the vacation of the rights is made pursuant to Chapter 4 (Summary Vacation) of Part 3 of Division 9 of the Streets and Highways Code, and Chapter 12.7 of Division 7 of Title 1 of the Government Code; and

WHEREAS, the City Council finds that the rights in land in Exhibit "A" are no longer required for drainage purposes or other public utility purposes and should be dedicated for street purposes as set forth in Exhibit "B"; and

WHEREAS, the City Council finds from the evidence that the proposed vacation is consistent with the General Plan; and

WHEREAS, the proposed vacation has been determined to be categorically exempt from the provisions of the California Environmental Quality Act; and

WHEREAS, it would be in the best interest of the City to vacate the right referenced above.

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

1. Notwithstanding any other rights or existing property interests, the City hereby vacates the real property in Exhibit "A" as a drainage easement to allow it to be dedicated for street purposes consistent with Exhibit "B".

2. A certified copy of this Resolution shall be recorded in the office of the Fresno County Recorder.

3. From and after the date of recording of this Resolution the vacated right of easement shall no longer constitute a drainage easement but be dedicated for street purposes as reflected in Greystone Estates Tract Map No. 6257 Phase 1 ("Map").

4. Gateway Homes Inc. will dedicate the real property in Exhibit "B" Outlot D for additional drainage purposes in the Map.

5. The City Council accepts that certain easement as more fully set forth in Exhibit "B", conveying to the City of Firebaugh the real property described in Exhibit "B" Outlot D.

6. The City Manager and his designees are also authorized to execute a Certificate of Acceptance and such other documents as may be needed to finalize this transaction.

Passed and adopted at a Regular Meeting of the City Council of the City of Firebaugh held on November 4, 2019, by the following votes:

AYES:

NOES:

ABSTAINING:

ABSENT:

APPROVED:

Marcia Sablan, Mayor

ATTEST:

Rita Lozano, Deputy City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION
OUTLOT C VACATION

All that real property situate in the west half of Section 20, Township 12 South, Range 14 East, Mount Diablo Base and Meridian, City of Firebaugh, County of Fresno, State of California, more particularly described as follows:

BEING that portion of Outlot "C" of Tract Number 4060, recorded in Book 49 at Pages 48 and 49 of Plats, Fresno County Records, more particularly described as follows:


BEGINNING at the northwest corner of Outlot "C" of Tract Number 4060, recorded in Book 49 at Pages 48 and 49 of Plats, Fresno County Records; thence along the north line of said Outlot "C" South 89°34'30" East, a distance of 328.60 feet to the northeast corner thereof; thence along the east line of said Outlot "C" South 0°25'30" West, a distance of 48.76; thence North 53°11'26" West, a distance of 23.60 feet to a point on a line lying parallel with and 34.76 feet south of the north line of said Outlot "C"; thence along last said parallel line North 89°34'30" West, a distance of 135.63 feet to a point on a curve concave to the northeast and having a radius of 1029.00 feet; thence northwesterly along said curve through a central angle of 8°50'26" a distance of 158.77 feet to the point of reverse with a curve concave to the southwest and having a radius of 971.00 feet; thence northwesterly along said curve through a central angle of 0°56'38", a distance of 16.00 feet to a point on the west line of said Outlot "C"; thence along last said west line North 0°25'30" East, a distance of 20.21 feet to the **POINT OF BEGINNING**.

CONTAINING 10,701 square feet, more or less.

Exhibit "B" is attached hereto and made a part hereof.

SUBJECT TO all rights-of-way and easements of record.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act.


Rodrick L. Hawkins, P.L.S. 9489
October 16, 2019



RECORD OF SURVEY
BOOK 48, PAGE 98 F.C.R.
PARCEL 2
DOC. NO. 2019-0022692
F.C.R.
A.P.N. 007-06-21

N0°25'30"E 20.21'

R=971.00
Δ=0°56'38"
L=16.00'

POINT OF
BEGINNING

PORTION OF OUTLOT C VACATION FOR
RECREATIONAL AND STORM DRAINAGE
PURPOSES AND DEDICATED FOR PUBLIC
STREET AND UTILITY PURPOSES
10,701 SQ. FT.±

R=1029.00'
Δ=8°50'26"
L=158.77'

OUTLOT "C"
TRACT NO. 4060
VALLE DE PAZ II
49 M&P 48-49,
F.C.R.

RECORD OF SURVEY
BOOK 48, PAGE 98 F.C.R.
PARCEL 1
DOC. NO. 2019-0022692
F.C.R.
A.P.N. 007-06-20

2

1

TRACT NO. 4060
VALLE DE PAZ II
49 M&P 48-49, F.C.R.

OUTLOT B

N53°11'26"W 23.60'

N89°34'30"W 135.63'

S89°34'30"E 328.60'

S00°25'30"W
48.76'

CLYDE FANNON DRIVE



1

OF

1



HAWKINS & ASSOCIATES
ENGINEERING, INC.
436 MITCHELL ROAD
MODESTO, CA. 95354
PH: (209) 575 - 4295
FX: (209) 578 - 4295

EXHIBIT "B"
OUTLOT "C" VACATION
GREYSTONE ESTATES PHASE 1
FIREBAUGH, CALIFORNIA

BY: RCS
CHK: RHH
DATE: 10/16/19
SCALE: 1"=60'
JOB #: 3412
FILE: SUR/LGL

EXHIBIT "B"

Greystone Estates Tract No. 6257 Phase 1

OWNER'S STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE OUTLOTS, STREETS, AND EASEMENTS SPECIFIED ON THIS MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES STATED THEREIN.

OWNER: GATEWAY HOMES INC., A CALIFORNIA CORPORATION

BY: _____ DATE: _____
STEPHEN W. HAIR, PRESIDENT

NOTARY ACKNOWLEDGMENT

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.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS
ON _____, BEFORE ME,
_____, A NOTARY
PUBLIC, PERSONALLY APPEARED STEPHEN W. HAIR, 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.
NOTARY'S SIGNATURE _____
PRINT NOTARY'S NAME _____
PRINCIPAL COUNTY OF BUSINESS _____
REGISTRATION # _____
MY COMMISSION EXPIRES: _____

SOILS CERTIFICATE

A GEOTECHNICAL INVESTIGATION REPORT FOR THE SUBDIVISION HAS BEEN PREPARED BY TECHNICON ENGINEERING SERVICES, INC., REPORT JOB NO. 180785.002, DATED DECEMBER 14, 2018, AND SIGNED BY SALVADOR ALVAREZ, PE NO. 83957. THE REPORT IS ON FILE WITH THE CITY OF FIREBAUGH.

MAP OF TRACT # 6257 GREYSTONE ESTATES PHASE 1 CONSISTING OF 3 SHEETS

LYING IN THE WEST HALF OF SECTION 20, TOWNSHIP 12 SOUTH,
RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF
FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA.

SURVEYED OCTOBER 2018 AND PLATTED IN AUGUST 2019 BY

HAWKINS & ASSOCIATES ENGINEERING
436 MITCHELL RD, MODESTO, CALIFORNIA 95354
SHEET 1 OF 3

LEGAL DESCRIPTION

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

PARCEL 1:

THAT PORTION OF THE WEST HALF OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST HALF OF SAID SECTION 20 WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF OUTLOT "C" OF TRACT NUMBER 4060, RECORDED IN BOOK 49 AT PAGES 48 AND 49 OF PLATS, FRESNO COUNTY RECORDS; THENCE NORTH 89°34'30" WEST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID OUTLOT "C", THE NORTH LINE OF SAID OUTLOT "C" AND THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID OUTLOT "C" A DISTANCE OF 1133.11 FEET; THENCE NORTH 0°25'30" EAST, A DISTANCE OF 1039.00 FEET TO THE BEGINNING POINT OF A TANGENT CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID TANGENT CURVE, WITH RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 151°57'57" AN ARC DISTANCE OF 132.62 FEET TO A POINT OF REVERSE CURVATURE WITH A TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE EASTERLY ALONG THE ARC OF LAST SAID TANGENT CURVE, WITH RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 61°57'57" AN ARC DISTANCE OF 54.08 FEET TO A POINT ON A TANGENT LINE; THENCE SOUTH 89°34'30" EAST ALONG SAID TANGENT LINE A DISTANCE OF 994.85 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 20; THENCE SOUTH 0°25'30" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 20 A DISTANCE OF 1036.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF THE WEST HALF OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT "C" OF TRACT NUMBER 4060, RECORDED IN BOOK 49 AT PAGES 48 AND 49 OF PLATS, FRESNO COUNTY RECORDS; THENCE NORTH 89°34'30" WEST ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID OUTLOT "C" A DISTANCE OF 133.40 FEET; THENCE SOUTH 0°25'30" WEST, A DISTANCE OF 492.72 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SAID TRACT NUMBER 4060; THENCE NORTH 51°09'26" EAST ALONG THE NORTHWESTERLY BOUNDARY OF SAID TRACT NUMBER 4060 A DISTANCE OF 172.31 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "C"; THENCE NORTH 0°25'30" EAST ALONG THE WEST LINE OF SAID OUTLOT "C" A DISTANCE OF 383.65 FEET TO THE POINT OF BEGINNING.

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ACCOMPANYING FINAL MAP AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2019.

NARINDER SAHOTA, P.L.S. 8719
CITY SURVEYOR
CITY OF FIREBAUGH

NOTES

THIS PROPERTY IS AFFECTED BY:

EASEMENT FOR PUBLIC ROAD, DOCUMENT #21275, BOOK 1658, PAGE 334,
RECORDED JULY 25, 1938 OF OFFICIAL RECORDS, FRESNO COUNTY.

RIPARIAN, APPROPRIATIVE AND PRESCRIPTIVE WATER RIGHTS, DOCUMENT RECORDED
JULY 5, 1939 IN BOOK 1759, PAGE 339, OF OFFICIAL RECORDS, FRESNO COUNTY.

GRANT DEED DOCUMENT NO. 2019-0022692, OF OFFICIAL RECORDS, FRESNO
COUNTY.

SURVEYOR'S STATEMENT

THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GATEWAY HOMES, INC. ON OCTOBER 25, 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

RODRICK H. HAWKINS
P.L.S. 9489

DATE

CITY ENGINEER'S STATEMENT

I, MARIO COUVEIA, CITY ENGINEER OF THE CITY OF FIREBAUGH, HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT THE MAP COMPLIES WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, STATE OF CALIFORNIA STATUTES OF 2019, AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

MARIO COUVEIA,
FIREBAUGH CITY ENGINEER
R.C.E. 53261

DATE

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA, BY RESOLUTION NO. _____ ADOPTED AT THE REGULAR MEETING OF SAID COUNCIL DULY CONVENED AND HELD ON THE _____ DAY OF _____, DID APPROVE THE WITHIN MAP (AND ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO CONSTRUCTION, ALL OUTLOTS, STREETS, AND EASEMENTS OFFERED FOR DEDICATION IN FEE FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION), IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL OF SAID CITY THIS _____ DAY OF _____, 2019.

RYLA LOZANO
DEPUTY CITY CLERK OF THE CITY OF
FIREBAUGH

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE PAID \$ _____

FILED THIS _____ DAY OF _____, 2019, AT _____
_____, M. IN VOLUME _____, OF PLATS, AT PAGES _____, FRESNO
COUNTY RECORDS, AT THE REQUEST OF STEPHEN W. HAIR.

PAUL DICTOS, C.P.A., ASSESSOR-RECORDER
COUNTY OF FRESNO RECORDS

BY: _____
DEPUTY COUNTY RECORDER

LYING IN THE WEST HALF OF SECTION 20, TOWNSHIP 12 SOUTH,
RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF
FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA,
SURVEYED OCTOBER 2018 AND PLATTED IN AUGUST 2019 BY
HAWKINS & ASSOCIATES ENGINEERING
436 MITCHELL RD, MODESTO, CALIFORNIA 95354
SHEET 2 OF 3

A. BOOK 48 OF RECORD OF SURVEYS, AT PAGE 98, O.R.F.C.
B. TRACT MAP NO. 4060, VOLUME 49 OF PLATS, AT PAGES 48-49, O.R.F.C.
C. TRACT MAP NO. 4851, VOLUME 64 OF PLATS, AT PAGE 80, O.R.F.C.
D. TRACT MAP NO. 4851, VOLUME 64 OF PLATS, AT PAGE 17, O.R.F.C.
E. TRACT MAP NO. 5202, VOLUME 68 OF PLATS, AT PAGES 70-71, O.R.F.C.
F. TRACT MAP NO. 4459, VOLUME 54 OF PLATS, AT PAGES 54-55, O.R.F.C.

INDICATES FOUND AND ACCEPTED AS NOTED
UNLESS OTHERWISE STATED AS OUT OF POSITION

INDICATES SET 2.5' LONG, 3/4" IRON
PIPE TAGGED L.S. 9489 6" BELOW
GRADE UNLESS OTHERWISE NOTED.

INDICATES SET 2.5' LONG,
3/4" IRON PIPE TAGGED
L.S. 9489 6" BELOW GRADE
AND 5.00 FEET FROM TRUE
POSITION ALONG LOT LINE
UNLESS OTHERWISE NOTED.

INDICATES SET 2.5' LONG,
3/4" IRON PIPE TAGGED
L.S. 9489 6" BELOW
GRADE IN MONUMENT WELL
PER CITY OF FIREBAUGH
STANDARD DWG. B-D

INDICATES SET 2.5' LONG,
3/4" IRON PIPE TAGGED
L.S. 9489 6" BELOW GRADE
IN MONUMENT WELL, PER
CITY OF FIREBAUGH
STANDARD DWG. B-D AND
10.00 FEET FROM TRUE
POSITION ALONG CENTERLINE
UNLESS OTHERWISE NOTED.

P.U.E. PUBLIC UTILITY EASEMENT NOW OFFERED
FOR DEDICATION

O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY

S.N.F. SEARCHED FOR NOT FOUND

(M) MEASURED AS NOTED ON THIS MAP

(*) COMBINED AND/OR SUBTRACTED RECORD DISTANCES

[] DATA PER REFERENCE A THROUGH F

OFFERED FOR DEDICATION IN FEE FOR
PUBLIC STREET AND UTILITY PURPOSES

LIMITS OF TRACT #6257 PHASE 1

PROPOSED RIGHT-OF-WAY

PROPOSED LOT LINE

PROPOSED CENTER LINE

PROPOSED EASEMENT LINE

EXISTING EASEMENT LINE

EXISTING SECTION LINE

EXISTING CENTER LINE

EXISTING LOT LINE

1. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
2. SUBDIVISION INCLUDES 52 RESIDENTIAL LOTS, THREE OUTLOTS FOR LANDSCAPING PURPOSES (A, B, AND C), ONE OUTLOT FOR STORM DRAINAGE PURPOSES (D), ALL OF WHICH ARE TO BE OWNED BY THE CITY OF FIREBAUGH, AND ONE REMAINDER OF 16.08 GROSS ACRES, MORE OR LESS, TO BE OWNED BY GATEWAY HOMES, INC.

THE BEARING OF NORTH 00°25'30" EAST ALONG
THE CENTER LINE OF CLYDE FANNON DRIVE, AS
SHOWN ON THAT CERTAIN MAP RECORDED IN
BOOK 48 OF RECORD OF SURVEYS, AT PAGE
98, FRESNO COUNTY RECORDS, IS THE BASIS
FOR ALL BEARINGS ON THIS MAP.



REMAINDER
16.08 ACRES±

RECORD OF SURVEY
48 SURVEYS 98,
F.C.R.

MAP OF TRACT # 6257 GREYSTONE ESTATES PHASE I

CONSISTING OF 3 SHEETS
LYING IN THE WEST HALF OF SECTION 20, TOWNSHIP 12 SOUTH,
RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF
FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA.
SURVEYED OCTOBER 2018 AND PLATTED IN AUGUST 2019 BY
HAWKINS & ASSOCIATES ENGINEERING
436 MITCHELL RD. MODESTO, CALIFORNIA 95354
SHEET 3 OF 3

NOTES

- ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- SUBDIVISION INCLUDES 52 RESIDENTIAL LOTS, THREE OUTLOTS FOR LANDSCAPING PURPOSES (A, B, AND C), ONE OUTLOT FOR STORM DRAINAGE PURPOSES (D), ALL OF WHICH ARE TO BE OWNED BY THE CITY OF FIREBAUGH, AND ONE REMAINDER OF 16.08 GROSS ACRES, MORE OR LESS, TO BE OWNED BY GATEWAY HOMES, INC..

REFERENCES

- BOOK 48 OF RECORD OF SURVEYS, AT PAGE 98, O.R.F.C.
- TRACT MAP NO. 4060, VOLUME 49 OF PLATS, AT PAGES 48-49, O.R.F.C.
- TRACT MAP NO. 4851, VOLUME 64 OF PLATS, AT PAGE 80, O.R.F.C.
- TRACT MAP NO. 4851, VOLUME 64 OF PLATS, AT PAGE 17, O.R.F.C.
- TRACT MAP NO. 5202, VOLUME 68 OF PLATS, AT PAGES 70-71, O.R.F.C.
- TRACT MAP NO. 4459, VOLUME 54 OF PLATS, AT PAGES 54-55, O.R.F.C.

LEGEND

- INDICATES FOUND AND ACCEPTED AS NOTED UNLESS OTHERWISE STATED AS OUT OF POSITION
- INDICATES SET 2.5' LONG, 3/4" IRON PIPE TAGGED L.S. 9489 6" BELOW GRADE UNLESS OTHERWISE NOTED.
- INDICATES SET 2.5' LONG, 3/4" IRON PIPE TAGGED L.S. 9489 6" BELOW GRADE AND 5.00 FEET FROM TRUE POSITION ALONG LOT LINE UNLESS OTHERWISE NOTED.
- INDICATES SET 2.5' LONG, 3/4" IRON PIPE TAGGED L.S. 9489 6" BELOW GRADE IN MONUMENT WELL PER CITY OF FIREBAUGH STANDARD DWG 8-D
- INDICATES SET 2.5' LONG, 3/4" IRON PIPE TAGGED L.S. 9489 6" BELOW GRADE IN MONUMENT WELL PER CITY OF FIREBAUGH STANDARD DWG 8-D AND 10.00 FEET FROM TRUE POSITION ALONG CENTERLINE UNLESS OTHERWISE NOTED.
- P.U.E. PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- RADIAL SEARCHED FOR NOT FOUND
- (M) MEASURED AS NOTED ON THIS MAP
- (*) COMBINED AND/OR SUBTRACTED RECORD DISTANCES
- [] DATA PER REFERENCE A THROUGH F
- OFFERED FOR DEDICATION IN FEE FOR PUBLIC STREET AND UTILITY PURPOSES
- LIMITS OF TRACT #6257 PHASE I
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOT LINE
- PROPOSED CENTER LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- EXISTING SECTION LINE
- EXISTING CENTER LINE
- EXISTING LOT LINE

CURVE TABLE

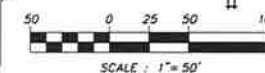
CURVE	RADIUS	DELTA	LENGTH
C1	971.00'	2°13'59"	41.49'
C2	971.00'	3°18'50"	56.16'
C3	971.00'	2°37'37"	50.17'
C4	1029.00'	5°13'06"	93.72'
C5	1029.00'	0°21'07"	6.32'
C6	1029.00'	4°51'59"	87.40'
C7	721.00'	3°54'22"	49.15'
C8	750.00'	3°54'22"	51.13'
C9	779.00'	3°54'22"	53.11'
C10	779.00'	3°49'39"	52.04'
C11	779.00'	0°04'43"	1.07'
C12	721.00'	3°38'11"	45.76'
C13	750.00'	3°54'22"	51.13'
C14	779.00'	3°39'56"	49.84'

BASIS OF BEARINGS
THE BEARING OF NORTH 00°25'30" EAST ALONG THE CENTER LINE OF CLYDE FANNON DRIVE, AS SHOWN ON THAT CERTAIN MAP RECORDED IN BOOK 48 OF RECORD OF SURVEYS, AT PAGE 98, FRESNO COUNTY RECORDS, IS THE BASIS FOR ALL BEARINGS ON THIS MAP.

RECORD OF SURVEY 48 SURVEYS 98, F.C.R.

OUTLOT D NOW OFFERED TO THE CITY OF FIREBAUGH FOR STORM DRAINAGE PURPOSES

OUTLOT "C" TRACT NO. 4060 VALLE DE PAZ II 49 M&P 48-49, F.C.R.



STAFF REPORT

TO: Firebaugh City Council
FROM: Ben Gallegos, City Manager
DATE: November 4, 2019
SUBJECT: Resolution Approving the Final Map and a Subdivision Improvement Agreement with Gateway Homes, Inc. for the Development of Tract 6257 Phase 1 and Authorizing the Mayor to execute the Agreement

BACKGROUND & DISCUSSION

On August 5, 2019, the City Council approved the Tentative Subdivision Map 2019-01 ("Tentative Map") for the proposed Greystone Estates Subdivision Tract 6257, allowing Gateway Homes, Inc. ("Subdivider"), to divide its two existing parcels containing approximately 28.4 acres into 131 single family residential lots varying from 5,000 to 7,107 square feet in size, and 5 outlots for recreational and utility purposes. The subdivision is planned to be completed in three phases. The approval of the Tentative Map included a number of Conditions of Approval that the Subdivider must satisfy prior to approval of the Final Map. Among these conditions are a number of public improvements necessary to support the subdivision and certain dedications to the City of Firebaugh.

The Subdivider is now requesting approval of the Final Map for Tract 6257 Phase 1 and recording thereof. However, the Subdivider has not completed all of the required subdivision public improvements nor made the necessary dedications required as conditions of approval of the Tentative Map. Under the Subdivision Map Act, where a subdivider has not completed all of the improvements required as conditions of approval of a tentative map, the City may still approve the Final Map if the City and the Subdivider enter into a Subdivision Improvement Agreement. The Subdivision Improvement Agreement requires that the Subdivider complete the improvements within a specified time period and provide a security for the completion of the work. If the Subdivider does not complete the work within the required time period, the City may use the security to complete the work itself. The proposed Subdivision Improvement Agreement for Tract 6257 Phase 1 is attached.

City staff and the City Engineer have reviewed the Final Map submitted by the Subdivider along with the Subdivision Improvement Agreement, and find that all conditions of approval of the Tentative Map have been satisfied, with the exception of the completion of public improvements, which will be completed in accordance with the proposed Subdivision Improvement Agreement and as shown on the attached Improvement Plans as approved by the City Engineer. The Final Map has been reviewed by the City Engineer as to form for the subdivision of land and required dedications.

The Subdivider shall provide security for completing the public improvements in the amount of \$1,788,939.89 per the attached approved Engineer's Estimate and pursuant to the Subdivision Improvement Agreement.

The City shall accept the public improvements for maintenance and shall make effective the offers of dedication for rights of ways and easements subject to the completion of the required public improvements and acceptance thereof by the City Engineer. Therefore, Staff recommends that the City Council approve and authorize the recording of the Final Map and approve and authorize the Mayor to execute the Subdivision Improvement Agreement for Tract 6257 Phase 1 as set forth on the attached resolution.

ENVIRONMENTAL REVIEW

The Tentative Map was previously subject to review under the California Environmental Quality Act ("CEQA"). The City adopted a Negative Declaration under CEQA for the Tentative Map. There have been no substantial changes to the Tentative Map and there is no substantial evidence in the record before the City that any of the circumstances described under CEQA would require the City to conduct subsequent or supplemental review. Therefore, no further CEQA review is required.

FISCAL IMPACT

A positive impact is expected from the additional taxable property and sales taxes generated by property owners. The project would provide street improvements to Clyde Fannon within the subdivision frontage.

RECOMMENDATION

Staff recommends that the Council adopt Resolution No. 19-55, approving the Final Map and Subdivision Improvement Agreement with Gateway Homes, Inc. for the development of Tract 6257 Phase 1.

ATTACHMENTS

1. Resolution No. 19-55.
2. Subdivision Improvement Agreement
3. Greystone Estates Phase 1 Improvement Plans
4. Tract 6257 Phase 1 Engineer's Estimate

RESOLUTION NO. 19-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE FINAL MAP AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH GATEWAY HOMES, INC. FOR DEVELOPMENT OF TRACT 6257 PHASE 1

WHEREAS, Phase 1 for Tentative Tract 6257 was approved by the City of Firebaugh, 2019; and

WHEREAS, City staff and the City Engineer have reviewed the submittals for Gateway Homes, Inc. ("Subdivider"), including the proposed Final Map, and have found that all conditions of approval for the Tentative Tract 6257 Phase 1 have been satisfied, except for the completion of the required public improvements; and

WHEREAS, the Subdivider wishes to enter into a Subdivision Improvement Agreement and record the Final Map. The Subdivision Improvement Agreement will require the Subdivider to complete the public improvements in a timely manner, and the improvements will be subject to a security as required by the City of Firebaugh codes and ordinances; and

WHEREAS, upon completion of all required improvements as shown on the approved Improvement Plans dated September 17, 2019, the City will accept the improvements for maintenance, and make effective all offers of dedication of public rights of way and easements at that time; and

WHEREAS, this Subdivision Improvement Agreement (attached as Exhibit "A") has been prepared to document the conditions of approval, required improvements, and security for the development of Tract 6257 Phase 1.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Firebaugh that:

1. The Subdivision Improvement Agreement for Tract 6257 Phase 1 is hereby approved, and the Mayor is authorized to sign the agreement and any required documents on behalf of the City.
2. The Final Map for Tract 6257 Phase 1 is hereby approved and shall be recorded upon the execution of the Subdivision Improvement Agreement by both the City and Subdivider.
3. The City of Firebaugh will accept all public improvements for Tract 6257 Phase 1 for maintenance once completed to the satisfaction of the City Engineer.

Passed and adopted at a Regular Meeting of the City Council of the City of Firebaugh held on November 4, 2019, by the following votes:

AYES:

NOES:

ABSTAINING:

ABSENT:

APPROVED:

ATTEST:

Marcia Sablan, Mayor

Rita Lozano, Deputy City Clerk

EXHIBIT "A"

CITY OF FIREBAUGH
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT MAP NO. 6257 PHASE 1

This Subdivision Improvement Agreement ("Agreement") is made and entered into this _____ day of _____, 2019, by and between the CITY OF FIREBAUGH, a municipal corporation of the State of California, hereinafter referred to as "CITY," and GATEWAY HOMES, INC., referred to hereinafter as "SUBDIVIDER," as follows:

WITNESSETH

WHEREAS, on or about August 5, 2019, the CITY approved Tentative Tract No. 6257 consisting of 52 residential lots, a copy of which Map is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, SUBDIVIDER has agreed to enter into Subdivision Improvement Agreement for Tract No. 6257 Phase 1 which reflects all of the conditions stated in the Tentative Tract No. 6257 Map approval, except as amended to reflect new completion deadlines and new performance security, all of which are subject to CITY Council approval; and

WHEREAS, SUBDIVIDER requested CITY to accept the dedications delineated and shown on said Map for the uses and purposes specified thereon and otherwise to approve said Map in order that the same may be recorded, as required by law; and

WHEREAS, CITY accepts all necessary offers of dedication required of Tract Map 6257 Phase 1; and

WHEREAS, the applicable law requires SUBDIVIDER to enter into a Subdivision Agreement with CITY when SUBDIVIDER has not completed all required work at the time the Final Map is submitted for approval.

NOW, THEREFORE, in consideration of the irrevocable offer of dedication to CITY of the streets, public ways, easements and facilities as shown on said Final Map which is attached hereto as Exhibit "B" and made a part hereof, and the approval of said Final Map for filing and recording as required by law, it is mutually agreed as follows:

1. SCHEDULE OF PERFORMANCE BY SUBDIVIDER

The work schedule hereinafter set forth contains the dates when the SUBDIVIDER is required to complete work. Such work shall be installed and completed to the satisfaction of the City's Manager, hereinafter "MANAGER." Should any extension of the time for the satisfactory completion of the required improvements be requested by SUBDIVIDER in writing, MANAGER may consider this schedule of performance in determining whether or not to grant

any such extension. MANAGER'S determination shall be final and conclusive. Failure of SUBDIVIDER to perform in accordance with the schedule shall constitute prima facie evidence of failure to diligently prosecute the work required hereunder. No Certificate of Occupancy shall be issued for any residence of the Subdivision until all public improvements needed to serve the residence for which the Certificate of Occupancy has been requested, have been completed by the SUBDIVIDER and accepted by the City Engineer. The work schedule is as follows:

WORK SCHEDULE	DATE OF COMPLETION
Complete rough grading	October 4, 2019
Complete installation of utilities	April 30, 2020
Complete installation of curbs, gutters and sidewalks	June 1, 2020
Complete all work	July 3, 2020

Notwithstanding the above, all street work and public improvements required to be installed by the SUBDIVIDER (except the sidewalk and driveway approach construction and lot corner monumentation, which shall be completed upon construction of the residential dwellings) shall be fully completed and suitable for acceptance by CITY no later than July 3, 2020.

Failure of SUBDIVIDER to meet such deadline shall constitute a material breach of this Agreement. In such event, the Subdivision Improvement Security, hereinafter described, shall thereupon immediately be paid to CITY, and CITY shall have permission to go upon the property and complete all street work and public improvements, including installation or reinstallation, as CITY deems necessary, of all utility facilities, streets, curbs, gutters, sidewalks, sewer, water, drainage and other public improvements, which were not properly or fully completed or installed by SUBDIVIDER.

Issuance of building permits for any structure within the Subdivision shall conform to the requirements of the Uniform Fire Code and Uniform Building Code. SUBDIVIDER'S attention is particularly called to Sections 10.207(a), 10.30(c), and 10.301(d) of the Fire Code. All public improvements, which serve the property for which an Occupancy Permit is sought, shall have been completed and accepted by the MANAGER. The issuance of any Occupancy Permits by the CITY for dwellings located within the Subdivision shall not be construed to constitute an acceptance and approval by CITY of any of the streets or improvements in the Subdivision.

2. ROAD IMPROVEMENT TO BE COMPLETED BY SUBDIVIDER

(a) SUBDIVIDER shall grade and place aggregate base and pave and construct drainage facilities on all roads listed below where required, in accordance with the approved Improvement Plans and Specifications, applicable City Improvement Standards, and this Agreement for inclusion into the CITY maintained road system:

ALL OF THE FOLLOWING STREETS:

- Don Julian Street
- Eppler Street
- Gonzales Street
- Ledford Street
- Clyde Fannon Drive

(b) SUBDIVIDER shall install, so that no finished road or street surface need be reopened, all water mains and laterals, gas mains and laterals, underground electrical, cable television, telephone, and sewer lines, and any other underground utility or drainage system shown on the approved Plans and Specifications and the City Improvements Standards, prior to paving streets or constructing the curbs, gutters, sidewalks or driveways. All underground utilities shall be constructed and any existing underground utilities shall be lowered to a depth of not less than 36" (measured from top of pipe) below street grade or as shown on the approved plans.

(c) SUBDIVIDER shall install, prior to paving the streets, all curb and gutter, valley gutters, drop inlets and any other structure required in the applicable City Improvement Standards.

(d) SUBDIVIDER shall obtain and pay for any testing required by the MANAGER. A California-registered and licensed materials testing firm shall do the sampling and testing.

(e) SUBDIVIDER shall construct all required improvements in accordance with this Agreement, the Improvement Plans and Specifications and City Improvement Standards.

(f) Where concrete curbs and gutters are required and where driveway approaches are not constructed at the time such curbs and gutters are installed, the curb and gutter shall be continuous.

(g) SUBDIVIDER shall construct drainage facilities in accordance with the Approved Improvement Plans and Specifications, this Agreement and City Improvement Standards.

(h) That portion of the right-of-way lying outside the curb line shall be graded to conform to the approved cross-section. All drainage structures shall be cleaned. The entire roadway area shall be swept clean. The entire street section shall be sealed with an approved seal prior to final acceptance. All "dead-end" streets shall be barricaded in accordance with City Standards within seven (7) days from the time said streets are surfaced, or as directed by the MANAGER. The estimated cost of the road improvements has been included in the "Improvement Security."

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3. SEWER AND WATER IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

(a) SUBDIVIDER shall construct sanitary sewer lines in accordance with this Agreement, the Improvement Plans and Specifications and City Improvement Standards, connecting to the existing sewer system at Clyde Fannon Drive.

(b) SUBDIVIDER shall construct a domestic water system in accordance with this Agreement, the Approved Plans and Specifications and the City Improvement Standards, connecting to the existing CITY water system in Clyde Fannon Drive.

4. GAS AND ELECTRICAL USES TO BE COMPLETED BY SUBDIVIDER

SUBDIVIDER shall place underground all gas main services and all existing and new telephone and electrical lines, including cable television lines. This includes placing underground all existing facilities within the limits of this Subdivision and service lines thereto. SUBDIVIDER shall make arrangements with Pacific Gas & Electric, Verizon (Telephone) and Comcast (cable television) to guarantee the installation of these facilities. The estimated cost of these improvements is included in the "Improvement Security."

5. DRAINAGE IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

SUBDIVIDER shall construct the storm drainage system and inlets within this Subdivision in accordance with this Agreement, the Approved Plans and Specifications, and the City Improvement Standards.

6. ADDITIONAL IMPROVEMENT REQUIREMENTS

(a) SUBDIVIDER is responsible for all work and maintenance within the CITY'S rights-of-way.

(b) Prior to commencement of any work within the right-of-way not included in the Improvement Plans and Specifications, or any work performed within an existing CITY maintained road, an encroachment permit must be obtained from the City's Public Works Department.

(c) SUBDIVIDER shall cause to be placed by a California-licensed Civil Engineer or Land Surveyor all survey monuments and lot corners as shown on the Final Map. Pursuant to Section 66497 of the Calif. Subdivision Map Act, prior to CITY'S final acceptance of the Subdivision and release of securities, SUBDIVIDER shall submit evidence to the CITY of payment and receipt thereof by the Engineer or Surveyor for the final setting of all monuments required in the Subdivision.

(d) SUBDIVIDER shall furnish to CITY a set of "as built" plans, certified by a registered and licensed Engineer, for all work performed in all rights-of-way. These plans shall include the location of all underground utilities. The plans shall be provided as printed sets and

CAD format.

(e) In the event the MANAGER grants an extension to complete any of the required public improvements in this Subdivision, SUBDIVIDER shall comply with all applicable City Improvement Standards in effect at the time such work is performed.

(f) All Conditions of Approval of the Tentative Map, the Approved Plans and Specifications, and the City Improvement Standards apply to and are included by reference in this Agreement.

(g) Grading of the lots shall conform to the grades shown on the Grading Plan and the Improvement Plans. Prior to acceptance of the work by CITY and release of the Subdivision Security, SUBDIVIDER shall provide CITY with a certification from a registered and licensed Engineer that all work performed within this tract conforms to the Approved Plans and Specifications, the recommendations contained in the Preliminary Soil Report, and the City of Firebaugh Improvement Standards.

(h) SUBDIVIDER shall install irrigation and landscaping to the parkway strip directly in front of Tract No. 6257 Phase 1.

7. **SUBDIVIDER** shall work with CITY to establish a landscape and lighting district prior to sale of any lots on the Map.

8. FEES AND SECURITIES

(a) Before starting any of the work of improvement described in paragraph 1, SUBDIVIDER shall submit to CITY an acceptable security ensuring the Faithful Performance furnished by an approved financial institution or surety in a form acceptable to CITY or a cashier's check in an amount equal to one hundred percent (100%) of the estimated cost of the required improvements, in the amount of \$1,788,939.89 to guarantee the proper installation of the improvements required in this Agreement, the Approved Plans and Specifications, the City Improvement Standards, and the Engineer's Estimate approved by the City Engineer.

(b) Before starting any of the work of improvement described in paragraph 1, SUBDIVIDER shall submit to CITY an acceptable security ensuring payment furnished by an approved financial institution or surety in a form acceptable to CITY or a cashier's check in an amount equal to fifty percent (50%) of the estimated cost of the required improvements, in the amount of \$1,788,939.89 to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials, and equipment used for installation of said improvements.

(c) Prior to final acceptance of the Subdivision Improvements by the CITY, the SUBDIVIDER shall submit to CITY an acceptable security furnished by an approved financial institution or surety to guarantee and warranty maintenance of all work required herein, for a period of one (1) year following acceptance. The Improvement Security shall be in a form acceptable to CITY or a cashier's check in an amount equal to twenty five percent (25%) of the

estimated cost of the required improvements, in the amount of \$1,788,939.89. Said Improvement Security shall be released to the SUBDIVIDER, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Subdivision improvements by the CITY.

(d) Improvement Security for performance and for labor and materials hereinabove provided shall be for the purpose of securing the completion of said work together with any changes or alterations in such work as approved by the MANAGER and the City Engineer.

(e) Subdivision Improvement Security for performance and labor and materials, but not including the warranty security, will remain in effect until such time as all required improvements, are satisfactorily completed and the Subdivision has formally been accepted by the CITY. Such Securities may be released only upon written authority of the MANAGER.

(f) The Subdivision Improvement Security required under this paragraph 8 shall be payable to the City of Firebaugh.

(g) Upon failure of the SUBDIVIDER to properly install the required improvements in a form acceptable to the City Engineer by July 3, 2020, CITY shall be entitled to immediately draw upon the Improvement Security and cause the required improvements to be installed or repaired without further notice to SUBDIVIDER.

9. INDEMNITY AND INSURANCE

(a) CITY shall not be liable to the SUBDIVIDER or to any other person, firm or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Subdivision of said land covered by this Agreement, or any part thereof. SUBDIVIDER hereby releases and agrees to indemnify, defend and save the CITY and its agents, officials and employees harmless from and against any and all liability, loss, damage, expense, costs (including attorney's fees) for all injuries to and deaths of persons and damage to property, howsoever same may be caused, resulting directly or indirectly from the performance of any or all work to be done in and upon the street rights-of-way in said Subdivision and upon the premises adjacent thereto pursuant to this Agreement; and also from all injuries to and deaths of persons and damage to property, and all claims, demands, costs, losses, damage and liability, howsoever same may be caused, either directly or indirectly made or suffered by the SUBDIVIDER, the SUBDIVIDER'S agents, employees and subcontractors, while engaged in the performance of said work. The SUBDIVIDER further agrees that the use, for any purpose and by any person, of any and all of the streets and improvements hereinbefore specified, shall be at the sole and exclusive risk of the SUBDIVIDER at all times prior to final acceptance by the CITY of all completed street and other improvements thereon and therein.

(b) SUBDIVIDER and/or its Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance of the work hereunder by SUBDIVIDER, his agents, representatives, employees or subcontractors.

(c) Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001).
2. Insurance Services Office form number CA0001 covering automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(d) SUBDIVIDER and/or its Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.

(e) Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-- insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the SUBDIVIDER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(f) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the SUBDIVIDER, products and completed operations of the SUBDIVIDER, premises owned, occupied or used by the SUBDIVIDER, or automobiles owned, leased, hired or borrowed by the SUBDIVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the SUBDIVIDER'S insurance coverage shall be primary insurance as respects the CITY, its officers,

officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of the SUBDIVIDER'S insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees, agents or volunteers.
4. The SUBDIVIDER'S insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the CITY.

(g) Course of construction policies shall contain the following provisions:

1. CITY shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against CITY.

(h) Insurance is to be placed with insurers with current AM Best's rating of no less than A: VII.

(i) SUBDIVIDER shall furnish the CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY. All endorsements are to be received and approved by the CITY before work commences. As an alternative to the CITY'S forms, the SUBDIVIDER'S insurer may provide complete, certified copies of all required policies, including endorsements affecting the coverage required by these specifications.

(j) SUBDIVIDER and/or its Contractor shall include all its contractors and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein.

10. MISCELLANEOUS PROVISIONS

(a) The SUBDIVIDER shall remedy all deficient work or labor or any defective materials and pay for any damage to other work resulting there from, which shall occur within a period of one (1) year from the date of acceptance of the work.

(b) The SUBDIVIDER and his contractor and subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the CITY pursuant to Section 3800 of the Labor Code, a Certificate of Worker's Compensation and shall maintain a valid policy of Workers' Compensation Insurance for the duration of the period of construction.

(c) The SUBDIVIDER shall comply with the Street, Plumbing, Building, Electrical, Zoning Codes and all other codes of the CITY.

(d) It shall be the responsibility of the SUBDIVIDER to coordinate all work done by his contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delays for which the SUBDIVIDER shall be solely responsible.

(e) Whenever the SUBDIVIDER varies the period during which work is carried on each day, he shall give due notice to the City Engineer so that proper inspection may be provided. If the SUBDIVIDER fails to duly notify the CITY as herein required, any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve the SUBDIVIDER of any of his obligations to fulfill the Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials were previously overlooked by the City Engineer or Inspector and accepted.

(f) Any damage to the sewer system, concrete work or street paving that occurs after installation shall be made good to the satisfaction of the City Engineer by the SUBDIVIDER before release of securities, or final acceptance of the completed work. When the surfacing on any existing street is disturbed, such surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) days and maintained in a safe and passable condition at all times between the commencement and final completion of all construction.

(g) Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

(h) No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by the SUBDIVIDER without the prior written consent of the CITY.

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(i) The SUBDIVIDER shall pay all Development Impact Fees as set forth in the Firebaugh Municipal Code. The current Development Impact Fees include:

Single Family Residential Unit \$11,479.00.

School District Fees as required by Firebaugh Las Deltas Unified School District.

Regional Transportation Mitigation Fee of \$1,637 per single Family Unit.

(j) An inspection fee in the amount of \$ 89,446.99 will be paid to the CITY before the beginning of any construction. Said fee is an estimate and may be increased by the CITY, if necessary. Any unused portion of the fee will be refunded.

11. DUST CONTROL

Adequate dust control shall be maintained by the SUBDIVIDER on all streets within and without the Subdivision on which work is required to be done under this Agreement from the time work is first commenced in the Subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or the laying of a dustcoat of oil thereon with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision.

Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to the SUBDIVIDER to comply with the provisions of this paragraph forthwith. Such notice may be personally served upon the SUBDIVIDER or, if the SUBDIVIDER is not an individual, upon any person who has signed this Agreement on behalf of the SUBDIVIDER or, at the election of the City Engineer, such notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after such personal service of such notice or within forty-eight (48) hours after the mailing thereof as herein provided, the SUBDIVIDER shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as he may deem advisable, to eliminate the scattering of dust, by equipment and personnel of the CITY or by contract as the City Engineer shall determine. The SUBDIVIDER shall pay to the CITY forthwith, upon receipt of billing therefore, the entire cost to the CITY of such sprinkling or oiling.

12. GENERAL PROVISIONS

(a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of all successors, assigns, heirs, and representatives of the parties hereto.

(b) Modification Must Be In Writing. This Agreement may not be altered, amended, or modified, except in a writing that is executed by the parties or duly authorized representatives

of all of the parties hereto.

(c) Governing Law. This Agreement shall be construed and governed by the laws of the State of California and the parties agree that this Agreement is entered into and to be performed in the County of Fresno.

(d) Entire Agreement. This Agreement, together with the documents incorporated herein by reference and any exhibits referenced herein and attached hereto, states the entire agreement among the parties regarding the subject matters set forth in this Agreement, and supersedes all prior discussions, agreements, negotiations or understandings. Each of the parties signing this Agreement acknowledges and agrees that no other party, nor agent, nor attorney of any of the parties made any promise, representation or warranty, express or implied, not set forth in this Agreement. Each party signing this Agreement acknowledges that such party has not executed this Agreement on reliance on any promise, representation, conduct or warranty of any other party not expressly set forth in this Agreement.

(e) Voluntary Agreement; Representation by Counsel. The parties each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties each further represent that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with legal counsel of their choosing, if desired, in deciding whether to execute this Agreement, and each of the parties is fully informed as to the terms, conditions and covenants of this Agreement.

(f) Interpretation. This Agreement is the result of the combined efforts of the parties and their respective attorneys, and shall be construed according to its fair meaning and as if prepared by both all the parties hereto. If any provision of this Agreement is found ambiguous, the ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but by construing the terms according to their generally accepted meaning.

(g) Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision(s) in this Agreement shall not affect the other provisions of this Agreement.

(h) Further Assurances. The parties agree to cooperate fully in carrying out the terms and conditions of this Agreement, including the execution of such documents or taking further action that may be necessary to carry out the purposes and intent of this Agreement.

(i) Authorized Representative. Each signatory to this Agreement on behalf of an entity other than an individual, represents and warrants that he or she is the duly authorized representative of the party for whom the signatory executes this Agreement and may bind such entity to this Agreement.

(j) Counterparts. This Agreement may be executed in a number of counterparts and each counterpart signature shall, when taken with all other signatures, be treated as if executed upon one original of this Agreement. A facsimile signature of any party shall be binding upon

that party as if it were an original.

(k) Waiver of Provisions. Waiver by either party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement by either party. Waiver of any provision of this Agreement shall be in writing.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first above written.

_____,
A California Corporation

By: _____

CITY OF FIREBAUGH

By: _____,
_____, Mayor

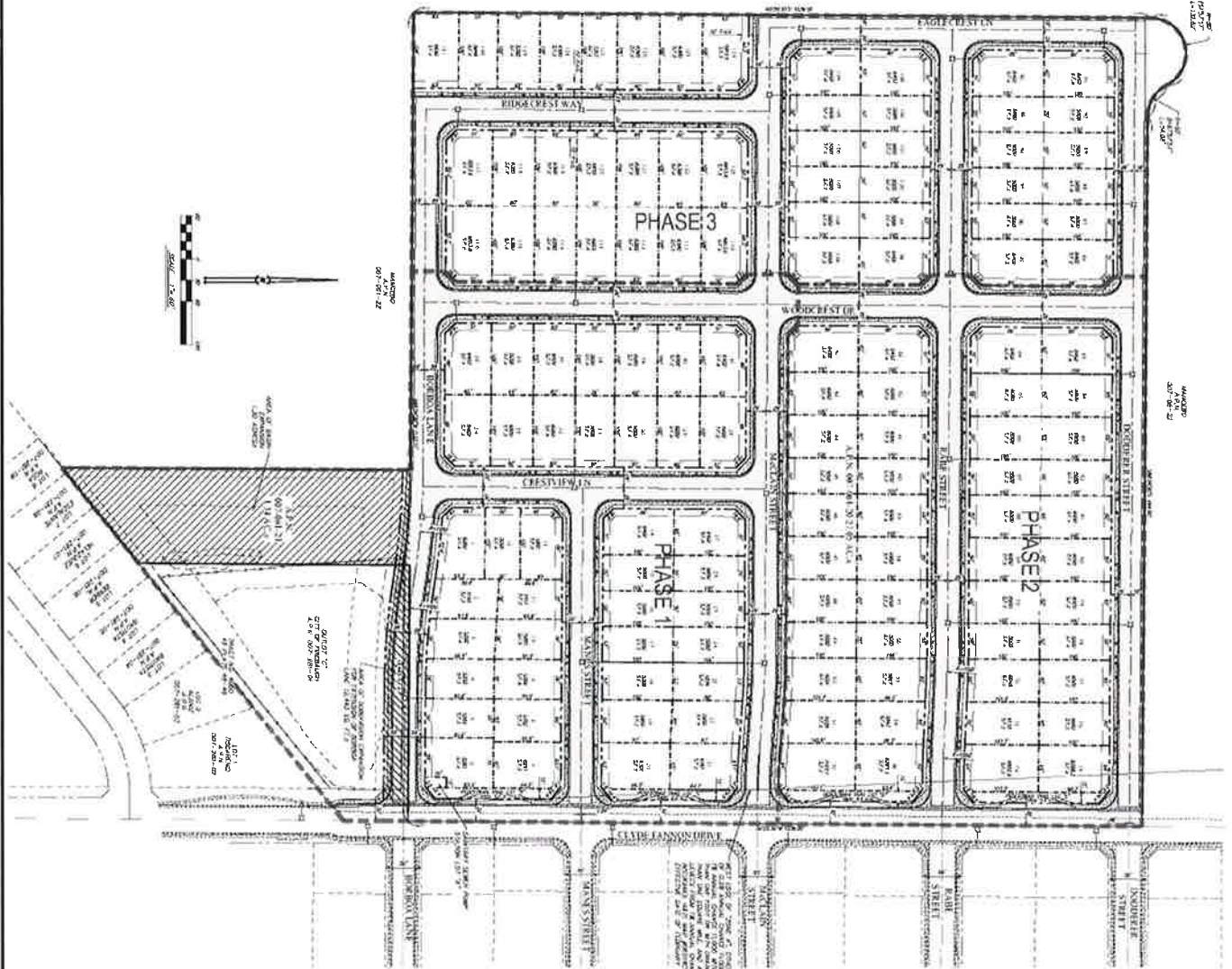
AGREEMENT APPROVED AS TO FORM:

By: _____,
_____, City Attorney

EXHIBIT "A"

Tentative Map for Tract 6257

4-10
 4-11
 4-12



STATEMENT OF SUBDIVIDER

[illegible]

FLOOD ZONE CLASSIFICATION

which affects only 10 to 20% of the U.S. population, is caused by a virus. The virus enters the body through the mouth, nose, or eyes. The virus then travels through the bloodstream to the lungs, where it causes inflammation and swelling. This leads to difficulty breathing and coughing. The disease is usually self-limiting and resolves within a few days. However, in some cases, it can lead to complications such as pneumonia or respiratory failure. Treatment is supportive, focusing on relieving symptoms and ensuring adequate hydration and rest. There is no specific antiviral treatment available for this disease.

OR NEW SUBDIVIDER:

4.75V 500mA
JST GH1.25 4PIN 0.5T
P/N: GH1.25-0.5T-4P-0.5V

ENGINEERING

439 MYTHICAL (P.O.)
WOLVES IN THE
JANUARY (P.O.) 2000-01

BENJAMIN

WILLIAM J. BOYCE
CONTRACTOR &
GENERAL AGENT
1501 P

LOT SUMMARY

© Springer-Verlag New York, Inc.

PHASE SIMILARITY

1995-1996: *Journal of Management* 21(3) &
Business Ethics 1(2) 131-139, 147
 1996-1997: *Journal of Management* 22(3)
 1997-1998: *Journal of Management* 23(3)
 1998-1999: *Journal of Management* 24(3)

GENERAL POLICE

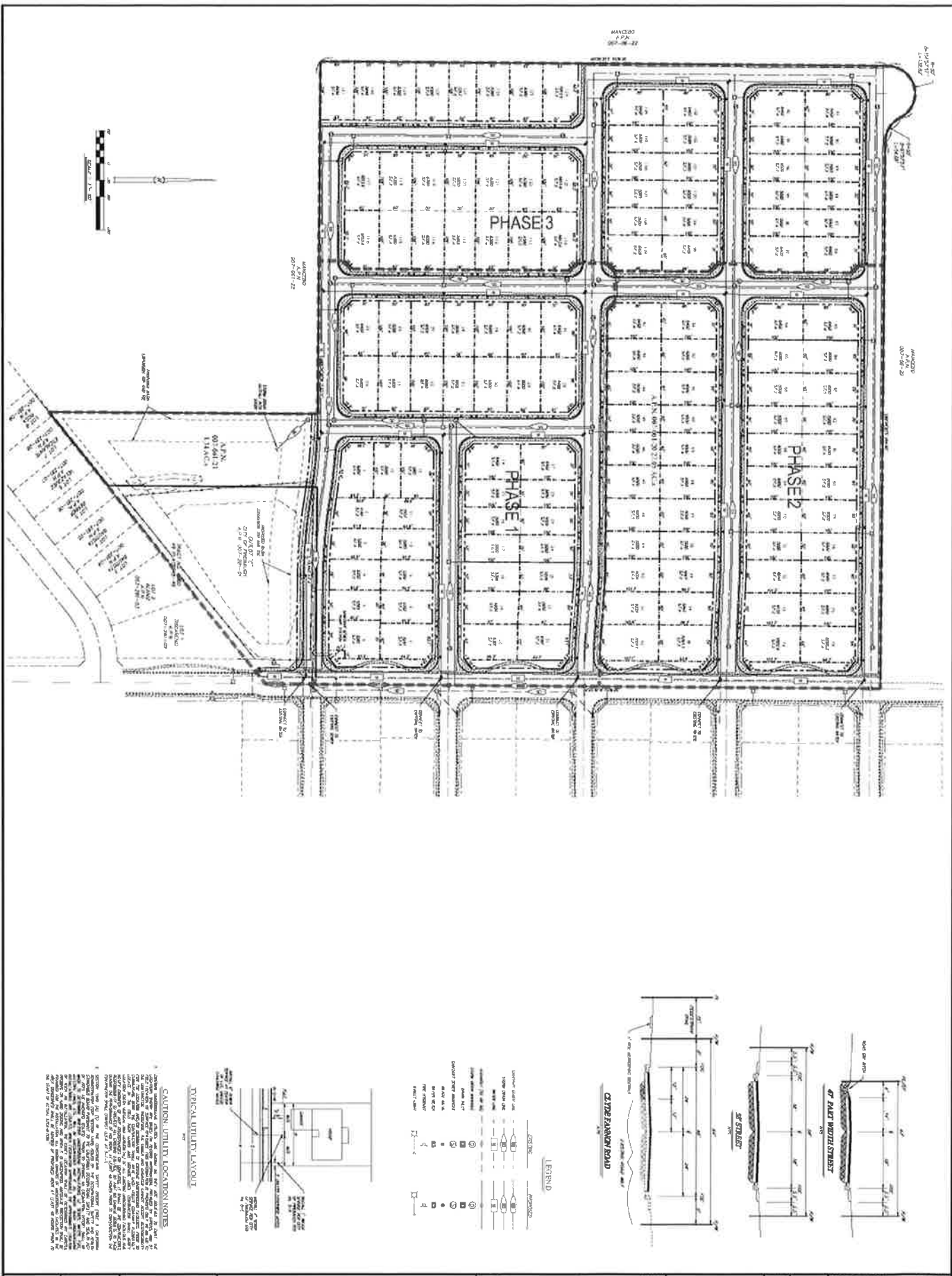
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LEGAL DESCRIPTION

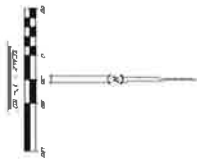
1972, p. 103). The following year, the *Journal of the American Medical Association* published a study by Dr. Robert H. Smith, a professor of medicine at the University of California, San Francisco, and his colleagues. The study, titled "The Effect of a Single Dose of a New Anticancer Drug on the Survival of Patients with Advanced Cancer," found that patients who received a single dose of the drug survived significantly longer than those who did not. The study was widely cited and led to the drug's approval for clinical use.

~~SECRET~~

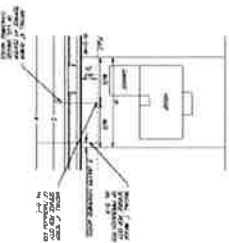




MANC00
1/2/22



TYPICAL UTILITY LAYOUT



CAUTION: UTILITY LOCATION NOTES
 1. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE MOST RECENT AVAILABLE RECORD DRAWINGS AND FIELD SURVEY DATA. THE LOCATION AND DEPTH OF UTILITIES MAY VARY FROM THE SHOWN LOCATIONS.
 2. THE LOCATION OF UTILITIES IS BASED ON THE MOST RECENT AVAILABLE RECORD DRAWINGS AND FIELD SURVEY DATA. THE LOCATION AND DEPTH OF UTILITIES MAY VARY FROM THE SHOWN LOCATIONS.
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 10. THE LOCATION OF UTILITIES IS BASED ON THE MOST RECENT AVAILABLE RECORD DRAWINGS AND FIELD SURVEY DATA. THE LOCATION AND DEPTH OF UTILITIES MAY VARY FROM THE SHOWN LOCATIONS.

LEGEND

Utility Line	Symbol
Water	Blue line with 'W'
Sewer	Blue line with 'S'
Gas	Blue line with 'G'
Electric	Blue line with 'E'
Telecom	Blue line with 'T'
Other	Blue line with 'O'

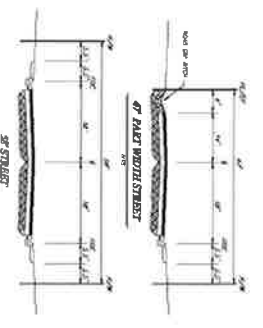
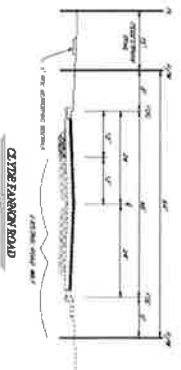


EXHIBIT “B”

Final Map

IMPROVEMENT PLANS FOR: GREYSTONE SUBDIVISION - PHASE I GATEWAY HOMES INC. FIREBAUGH, CALIFORNIA



VICINITY MAP

OWNER

GATEWAY HOMES, INC.
ATTN: STEVE HARR
P.O. BOX 1107
BAKERSFIELD, CA 93304
PHONE: (805) 327-0412

INDEX

- C1 COVER
- C2 GENERAL NOTES & SPECIFICATIONS SHEET
- C3 TOPOGRAHY & DRAINAGE PLAN
- C4 FLOODPLAIN CONTROL, EROSION & MOVEMENTS PLAN
- C5 GRADING & DRAINAGE PLAN
- C6 SANITARY SEWER PLAN
- C7 SANITARY SEWER PLAN
- C8 STORM DRAINAGE PLAN
- C9 WATER UTILITY PLAN
- C10 WATER UTILITY PLAN
- C11 BORROR LANE PLAN & PROFILE STA. 12+00 TO 21+00
- C12 CLAYTON LANE PLAN & PROFILE STA. 1+00 TO 25+00
- C13 CROCKFORD LANE PLAN & PROFILE STA. 12+00 TO 21+00
- C14 DODDERER STREET PLAN & PROFILE STA. 12+00 TO 21+00
- C15 MANES STREET PLAN & PROFILE STA. 12+00 TO 21+00
- C16 MANES STREET PLAN & PROFILE STA. 12+00 TO 21+00
- C17 MANES STREET PLAN & PROFILE STA. 12+00 TO 21+00
- C18 MANES STREET PLAN & PROFILE STA. 12+00 TO 21+00
- C19 WOODRIDGE DRIVE PLAN & PROFILE STA. 12+00 TO 21+00
- C20 WOODRIDGE DRIVE PLAN & PROFILE STA. 12+00 TO 21+00
- C21 IMP. CONTROL PLAN
- C22 IMP. CONTROL PLAN
- C23 CONSTRUCTION DETAILS SHEET
- C24 CONSTRUCTION DETAILS SHEET
- C25 WALL CONSTRUCTION DETAILS

NOTES

- THIS SET OF IMPROVEMENT PLANS IS FOR CONSTRUCTION PURPOSES ONLY. AFTER BEING ISSUED BY THE CITY ENGINEER.
- ALL CONTRACTORS AND SUBCONTRACTORS WHOSE WORK IS IN THE CONSTRUCTION OF THIS PROJECT SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE HELD AT THE CITY ENGINEER'S OFFICE. THE CONFERENCE SHALL BE HELD AT THE CITY ENGINEER'S OFFICE. THE CONFERENCE SHALL BE HELD AT THE CITY ENGINEER'S OFFICE. THE CONFERENCE SHALL BE HELD AT THE CITY ENGINEER'S OFFICE.
- THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND PRESERVING SURVEY MONUMENTS AND OTHER SURVEY MARKERS. ANY SURVEY MONUMENTS DAMAGED OR LOST SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL SURVEY MONUMENTS AND OTHER SURVEY MARKERS.

LEGEND

EXISTING	PROPOSED	FUTURE
RIGHT OF WAY		
100' LAC		
CONCRETE CURB		
CURB, GUTTER & SIDEWALK		
STORM DRAIN LINE		
SANITARY SEWER LINE		
CONCRETE WATER LINE		
STONE DRAINAGE		
DRY PILE		
STONE DRAINAGE		
SANITARY SEWER MANHOLE		
WATER VALVE		
WATER METER		
HYDRO PUMP		
UNDERGROUND UTILITY LINE		
UTILITY POLE W/ CITY WPC		
STREET LIGHT		
RELAY		
SAFETY		
GRADE OPEN		
TEMPORARY BENCHMARK		
CHAIN LINE		
WISDOM		

APPROVED BY THE CITY ENGINEER, CITY OF FIREBAUGH, CALIFORNIA
ON BEHALF OF THE CITY ENGINEER, CITY OF FIREBAUGH, CALIFORNIA
DATE: 5/1/14

WDID# 5F10C387432

APPROVED BY THE CITY ENGINEER, CITY OF FIREBAUGH, CALIFORNIA
ON BEHALF OF THE CITY ENGINEER, CITY OF FIREBAUGH, CALIFORNIA
DATE: 5/1/14

BY: CITY ENGINEER, REC. 2

DATE:

COVER SHEET

IMPROVEMENT PLANS FOR
GREYSTONE SUBDIVISION - PHASE I
GATEWAY HOMES INC.
FIREBAUGH, CALIFORNIA 93622

SHEET

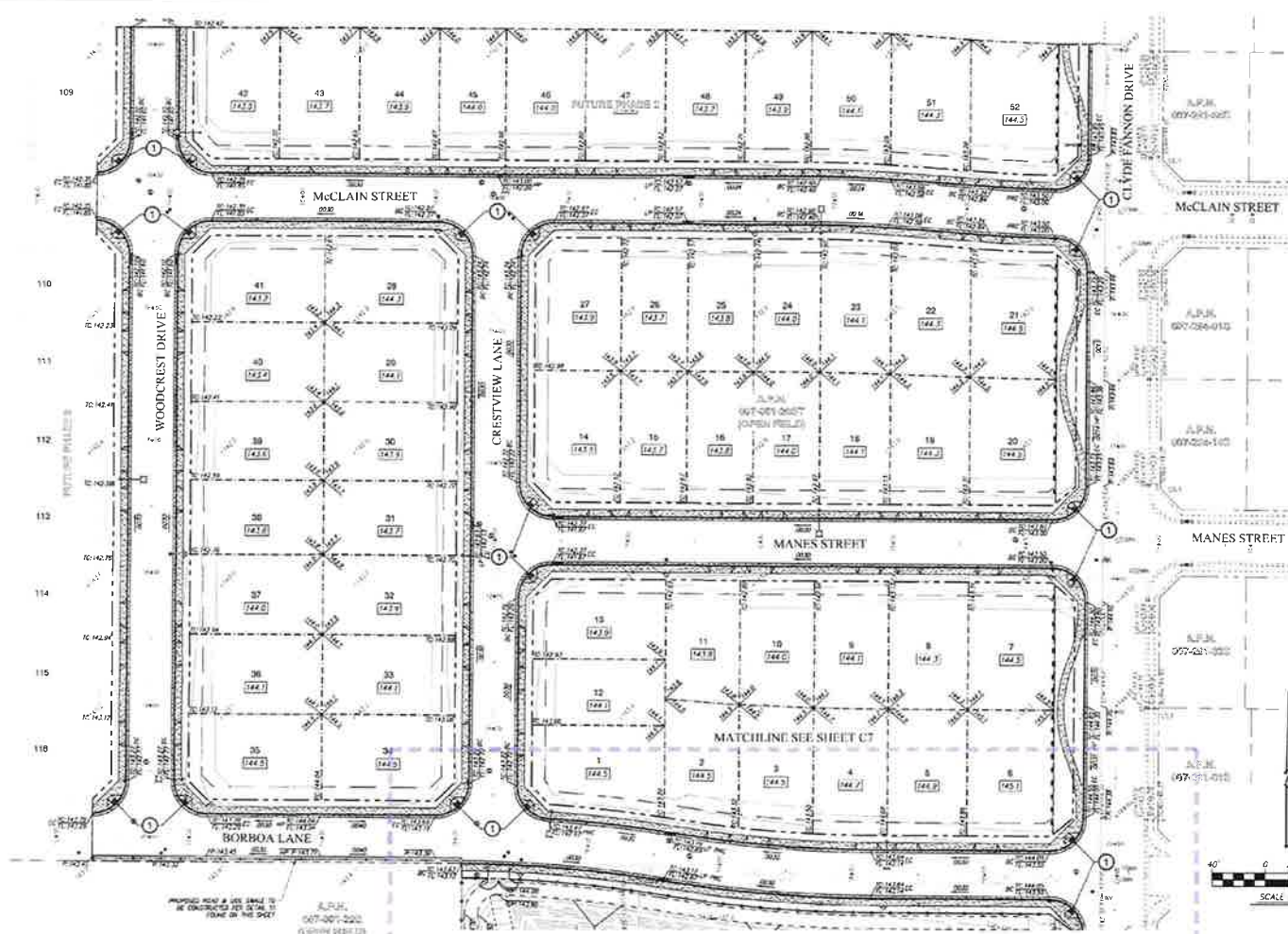
C1

OF

25

DATE:

DATE:



MONUMENT PRESERVATION

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL SURVEY MONUMENTATION AND REFERENCE POINTS WHICH MAY BE LOST OR DISTURBED AS A RESULT OF THE WORK SET OUT.

2. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL EMPLOY A LICENSED SURVEYOR TO VERIFY THE LOCATION OF MONUMENTATION WHICH MAY BE DISTURBED. HE SHALL BE RESPONSIBLE FOR THE PRESERVATION OR REPLACEMENT OF ALL SUCH MONUMENTATION IN COMPLIANCE WITH ALL OF THE ORDINANCES AND PROFESSIONAL CODE AND SECTIONS 142.1, 142.2 AND 142.3 OF THE CALIFORNIA STRUITS AND HIGHWAY CODE.

3. THE CONTRACTOR SHALL EMPLOY A LICENSED SURVEYOR TO SET ALL TO ANY MONUMENT THAT MAY BE DISTURBED OR LOST DURING THE COURSE OF THE WORK. SUCH SETS SHALL BE SET IN LOCATION THAT WILL NOT OTHERWISE BE DISTURBED.

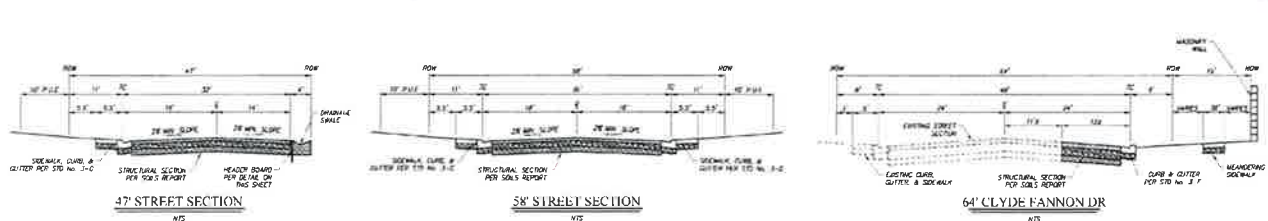
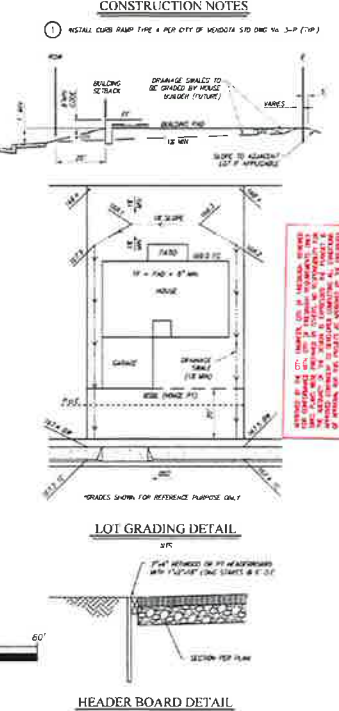
4. THE CONTRACTOR SHALL BEAR ALL COSTS OF SURVEY, RE-SURVEY, RE-SETTING, MONUMENTATION, CORRECTION, RECORDING, DRAWING, CHECKING AND RECHECKING THAT MAY BE REQUIRED AS A RESULT OF DISTURBANCE OR REMOVAL OF MONUMENTATION WHICH MAY OCCUR DURING THE COURSE OF THE WORK.

CALL BEFORE YOU DIG

1. AT LEAST 48 HOURS BEFORE PLACING, PILING, TRENCHING, POST HOLE, SLATING, DRIVING, EXCAVATING, BORING, DRILLING, ETC. CALL UNDERGROUND SERVICE ALERT (8-1-1) FOR UNDERGROUND CLEARANCE. THEY WILL LOCATE AND MARK UNDERGROUND FACILITIES OF PROVIDE THE NECESSARY LOCATION INFORMATION TO THE CONTRACTOR.

CONSTRUCTION STAKING LIABILITY WAIVER

1. SITE IMPROVEMENT PLANS HAVE BEEN PREPARED BY THE CLIENT THAT THE FORM OF FURNISHING & ASSOCIATED ENGINEERING WILL BE THE CONSTRUCTION STANDARD FOR THE COMPLETE PROJECT.



SHEET	DATE	DESCRIPTION	BY	CHKD	APP'D	DATE
1	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
2	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
3	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
4	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
5	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
6	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
7	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
8	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
9	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
10	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
11	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
12	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
13	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
14	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
15	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
16	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
17	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
18	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
19	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
20	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
21	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
22	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
23	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
24	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
25	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
26	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
27	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
28	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
29	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
30	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
31	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
32	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
33	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
34	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
35	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
36	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
37	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
38	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
39	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
40	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
41	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
42	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
43	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
44	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
45	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
46	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
47	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
48	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
49	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
50	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
51	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
52	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
53	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
54	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
55	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
56	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
57	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
58	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
59	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
60	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
61	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
62	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
63	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
64	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
65	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
66	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
67	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
68	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
69	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
70	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
71	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
72	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
73	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
74	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
75	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
76	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
77	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
78	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
79	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
80	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
81	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
82	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
83	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
84	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
85	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
86	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
87	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
88	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
89	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
90	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
91	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
92	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
93	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
94	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
95	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
96	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
97	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
98	01/11/18	58' STREET SECTION	W.H.	W.H.	W.H.	01/11/18
99	01/11/18	64' CLYDE FANNON DR	W.H.	W.H.	W.H.	01/11/18
100	01/11/18	47' STREET SECTION	W.H.	W.H.	W.H.	01/11/18

HAWKINS & ASSOCIATES ENGINEERING, INC.
 436 MITCHELL ROAD
 MORGES, CA 95554
 PH: (209) 578-4295
 FX: (209) 578-4295

GRAYSTONE SUBDIVISION - PHASE I
 GATEWAY HOMES, INC.
 FRESNO, CALIFORNIA 93727

GRADING & DRAINAGE PLAN

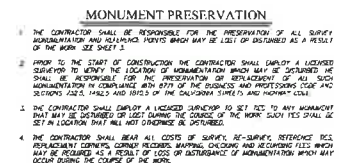
IMPROVEMENT PLANS FOR:

GRAYSTONE SUBDIVISION - PHASE I

GATEWAY HOMES, INC.

FRESNO, CALIFORNIA 93727

SHEET C6 OF 25

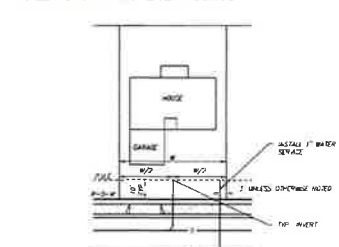


1. THESE IMPROVEMENT PLANS HAVE BEEN PREPARED WITH THE INTENT THAT THE FIRM OF HARRIS & ASSOCIATES ENGINEERING, INC. WILL OVERSEE THE CONSTRUCTION STAGING FOR THE COMPLETE PROJECT.

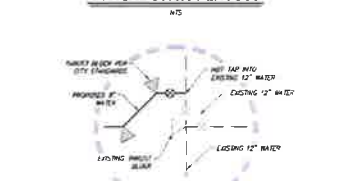
AT LEAST 40 FEET BEFORE PLANNING DRILL, REMOVAL, POST HOLE, GRADING, GRADING, EXCAVATING, BORING, DRILLING, ETC. CALL UNDERGROUND SERVICE ALERT 8-8-1-7 FOR UNDERGROUND CLEARANCE. THEY WILL LOCATE AND MARK UNDERGROUND FACILITIES, OR PROVIDE THE NECESSARY LOCATION INFORMATION TO YOU.

NOTE:

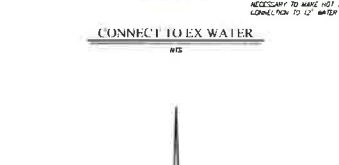
RE: 22+26.00
DENOTES RESIDENTIAL 1" RESIDENTIAL WATER SERVICE PER CITY OF FREDERICK STANDARD 3-4
INSTALLED AT STATION 22+26.00 CAP SERVICE AT PROPERTY LINE



TYPICAL UTILITY LAYOUT®



NOTE
CONTRACTOR TO EXPOSE EX-
POSURE AT PROPOSED CORN-
LOCATION AND DETERMINE



OFF CHARGES, CITY OF FREMONT, REVIEWED
WITH CITY OF FREMONT RESIDENTS THAT
PARENTS OF CHILD, AN INDIVIDUAL WITH
THE ALIAS IS FAVORABLE. THE ALIAS IS
NOT A DEVELOPER COMPANY, AN INDIVIDUAL
AND PROJECT AS APPROVED BY THE FREMONT
CITY & CITY.

John Egan 9/27/14

SCALE 1" = 40'

HAWKINS & ASSOCIATES
ENGINEERING, INC.
436 MITCHELL ROAD
MODESTO, CA. 95354
PH: (209) 575-4295
FX: (209) 578-4295



WATER UTILITY PLAN

IMPROVEMENT PLANS FOR:
GREYSTONE SUBDIVISION - PHASE I
GATEWAY HOMES INC.
THERIAULT, CALIFORNIA 97622



SHEET

CH

(b)

25

MONUMENT PRESERVATION
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL SURVEY MONUMENTS AND EXISTING UTILITIES WHICH MAY BE LOCATED WITHIN THE PROJECT AREA.
 2. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES AND MONUMENTS AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.

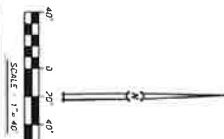
CONSTRUCTION STAKING LIABILITY WAIVER
 1. THIS WAIVER IS A CONDITION OF THE CONTRACT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
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 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.

CALL BEFORE YOU DIG
 1. ALL EXISTING UTILITIES AND MONUMENTS SHALL BE PROTECTED AND NOT DAMAGED.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND MONUMENTS.



BORBOA LANE

APPROVED BY THE CITY ENGINEER FOR THE PROJECT: 9/2/14
 BY: [Signature]
 DATE: 9/2/14



CALL BEFORE YOU DIG

THE UNDERSIGNED HAS BEEN ADVISED BY THE CITY ENGINEER THAT THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S REVIEW AND APPROVAL. THE UNDERSIGNED HAS BEEN ADVISED BY THE CITY ENGINEER THAT THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S REVIEW AND APPROVAL. THE UNDERSIGNED HAS BEEN ADVISED BY THE CITY ENGINEER THAT THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S REVIEW AND APPROVAL.

CONSTRUCTION STAGING

LIABILITY WAIVER

THE UNDERSIGNED HAS BEEN ADVISED BY THE CITY ENGINEER THAT THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S REVIEW AND APPROVAL. THE UNDERSIGNED HAS BEEN ADVISED BY THE CITY ENGINEER THAT THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S REVIEW AND APPROVAL. THE UNDERSIGNED HAS BEEN ADVISED BY THE CITY ENGINEER THAT THE PROJECT IS SUBJECT TO THE CITY ENGINEER'S REVIEW AND APPROVAL.

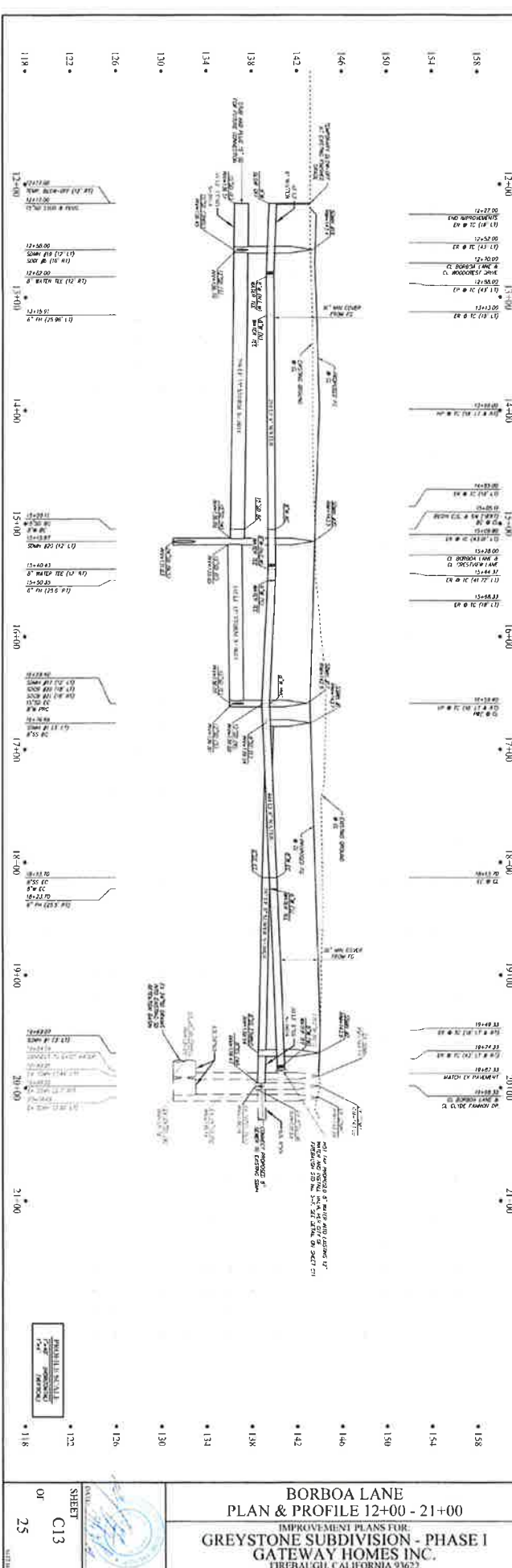
CAUTION: UTILITY LOCATION NOTES

REVISIONS
 NO. DATE DESCRIPTION BY
 1 9/2/14 [Signature] [Signature]

NO.	DATE	DESCRIPTION	BY
1	9/2/14	[Signature]	[Signature]

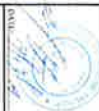


**HAWKINS & ASSOCIATES
 ENGINEERING, INC.**
 436 MITCHELL ROAD
 MODESTO, CA 95354
 PH: (209) 575-4295
 FX: (209) 578-4295

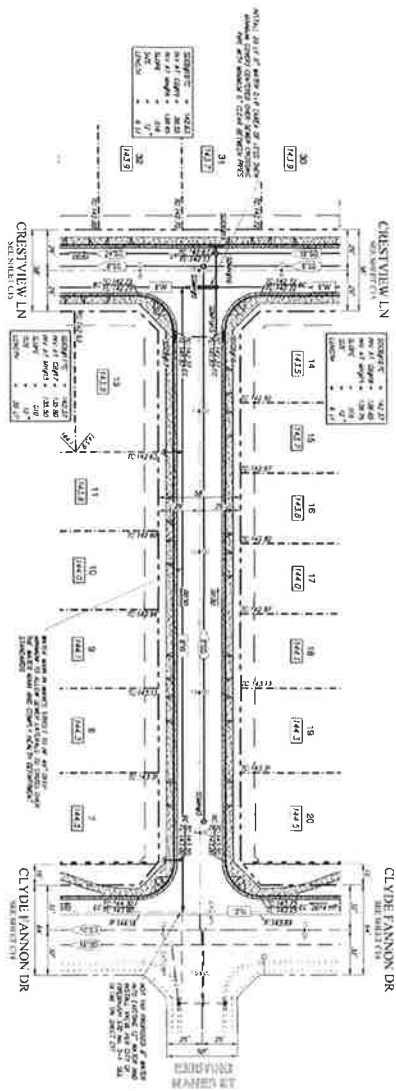


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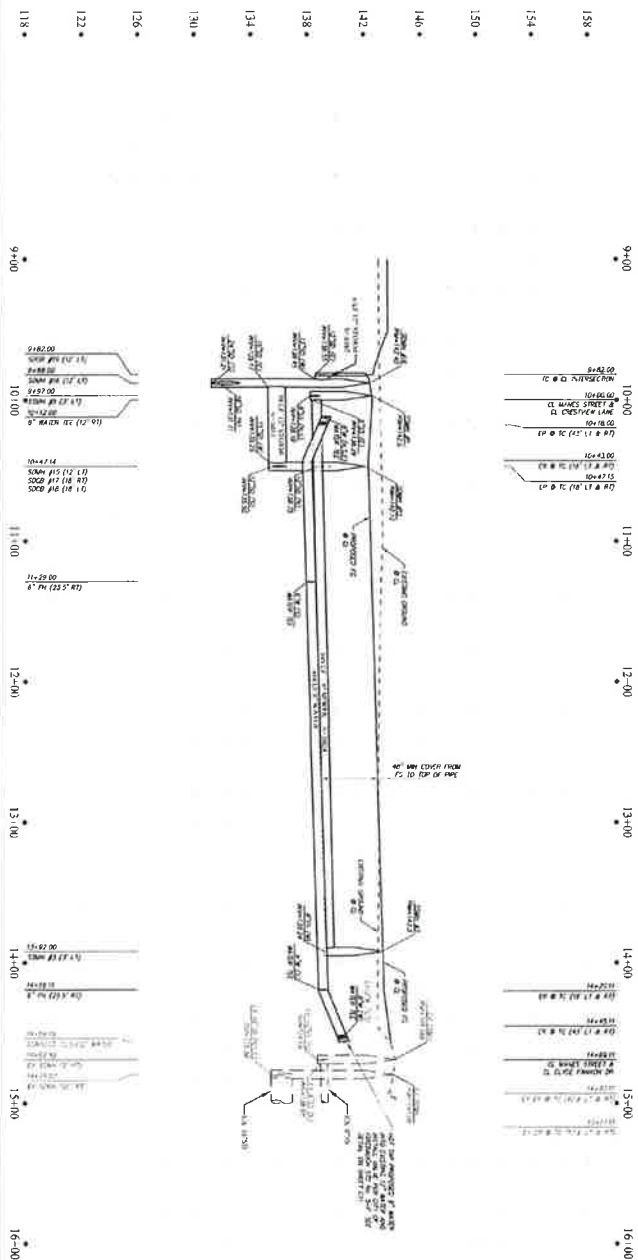
C13



**BORBOA LANE
 PLAN & PROFILE 12+00 - 21+00**
 IMPROVEMENT PLANS FOR
GREYSTONE SUBDIVISION - PHASE I
GATEWAY HOMES INC.
 FIREBAUGH, CALIFORNIA 95622



MANES STREET



CAUTION: UTILITY LOCATION NOTES

1. THE LOCATION OF UTILITIES SHOWN ON THIS PLAN IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION OF UTILITIES MAY VARY FROM THE SHOWN LOCATION DUE TO CHANGES IN THE GROUND OR OTHER FACTORS. THE ENGINEER ASSUMES NO LIABILITY FOR DAMAGE TO UTILITIES OR OTHER PROPERTY RESULTING FROM THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION. THE ENGINEER ASSUMES NO LIABILITY FOR DAMAGE TO UTILITIES OR OTHER PROPERTY RESULTING FROM THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF UTILITIES PRIOR TO CONSTRUCTION.

CONSTRUCTION STAKING LIABILITY WAIVER

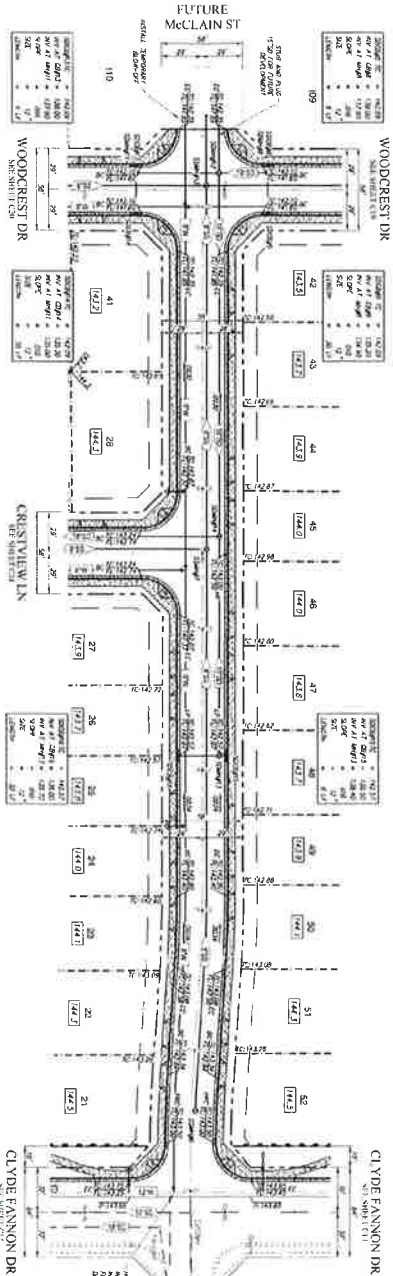
CALL BEFORE YOU DIG



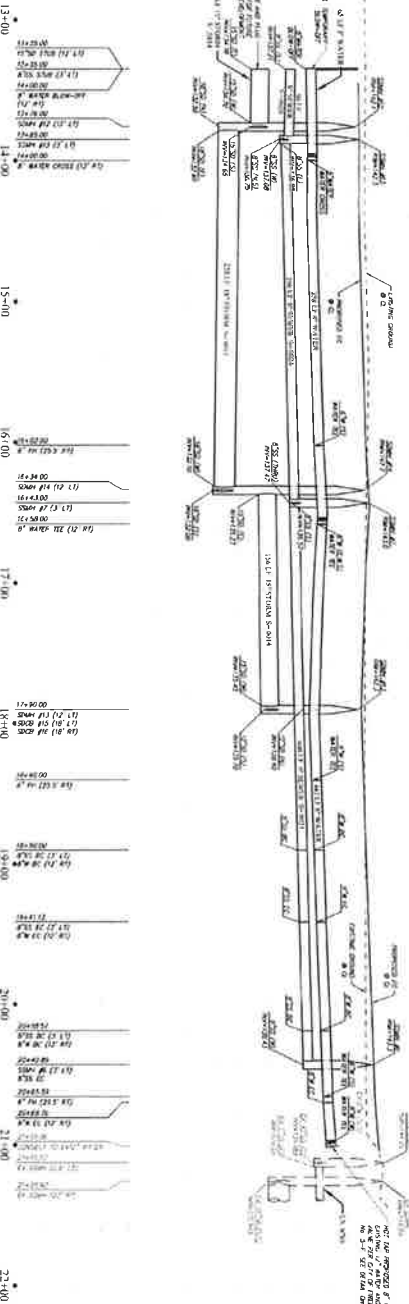
**HAWKINS & ASSOCIATES
ENGINEERING, INC.**
436 MITCHELL ROAD
MODESTO, CA 95354
PH: (209) 575-4295
FX: (209) 578-4295

**MANES STREET
PLAN & PROFILE 9+00 - 16+00**
IMPROVEMENT PLANS FOR:
GREYSTONE SUBDIVISION - PHASE I
GATEWAY HOMES INC.
FIREBAUGH, CALIFORNIA 95322

DATE: 10/1/01
SHEET: C17
OF: 25



McCLAIN STREET



CAUTION: UTILITY LOCATION NOTES

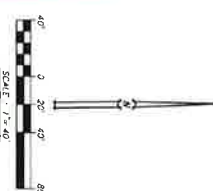
1. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION AND FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE INFORMATION IS PROVIDED AS IS, WITHOUT WARRANTY, AND THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE INFORMATION IS PROVIDED AS IS, WITHOUT WARRANTY, AND THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

CONSTRUCTION STAGING

2. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION AND FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE INFORMATION IS PROVIDED AS IS, WITHOUT WARRANTY, AND THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

CALL BEFORE YOU DIG

3. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION AND FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE INFORMATION IS PROVIDED AS IS, WITHOUT WARRANTY, AND THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

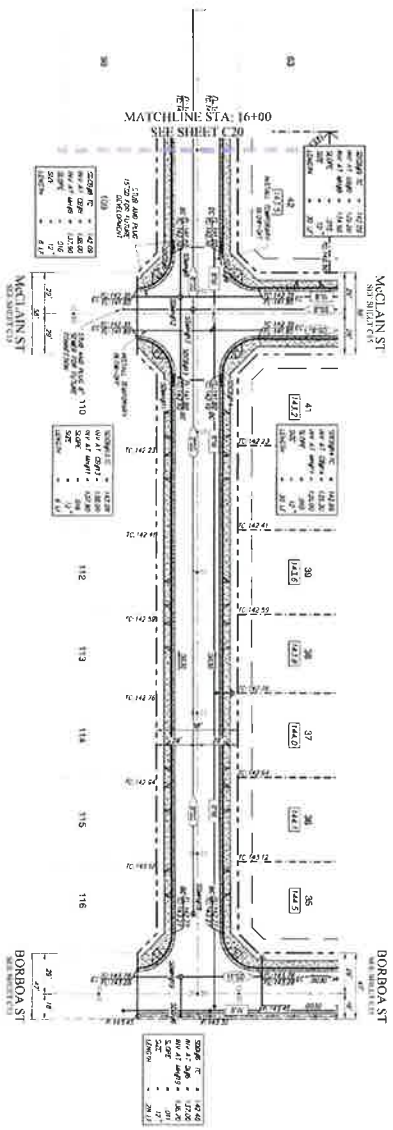


HAWKINS & ASSOCIATES
ENGINEERING, INC.
436 MITCHELL ROAD
MODESTO, CA 95354
PH: (209) 575-4295
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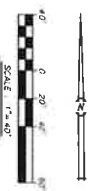
McCLAIN STREET
PLAN & PROFILE 13+00 + 22+00
IMPROVEMENT PLANS FOR
GREYSTONE SUBDIVISION - PHASE I
GATEWAY HOMES INC.
FIREARMS, CALIFORNIA 93622

SHEET
OF
25
C18

WOODCREST DRIVE



NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HAWKINS & ASSOCIATES ENGINEERING, INC.



CAUTION: UTILITY LOCATION NOTES

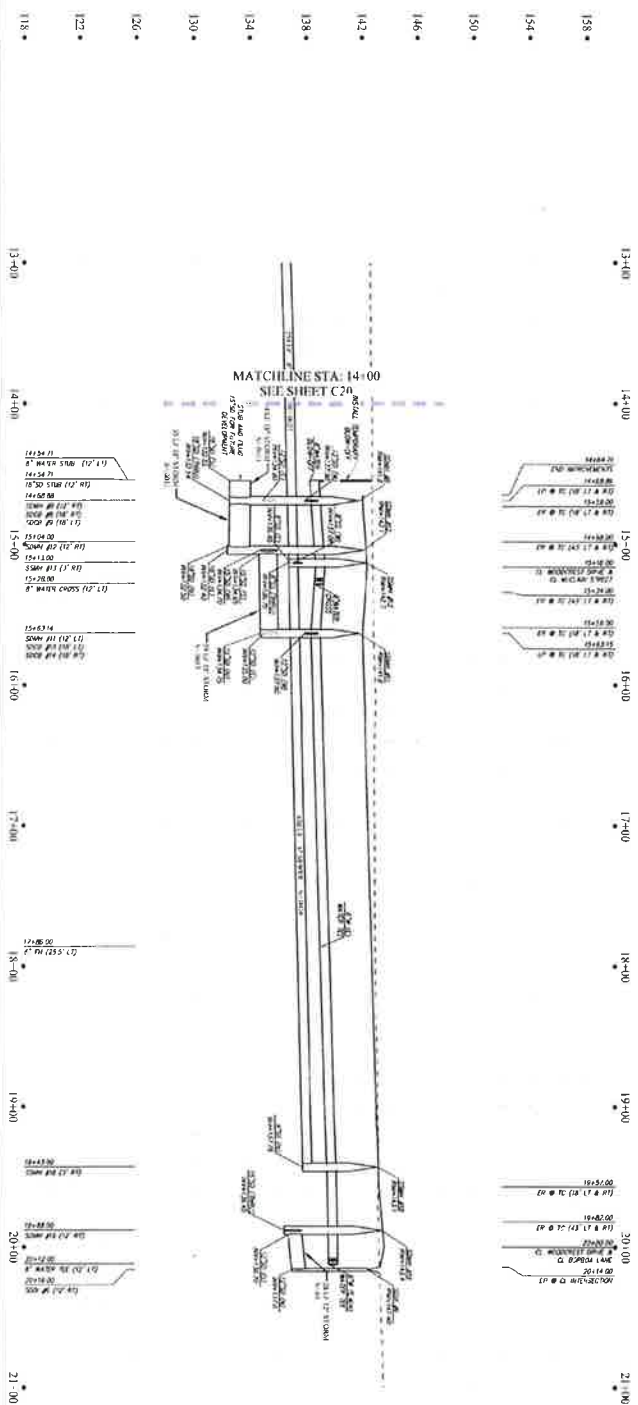
1. EXISTING UTILITY LOCATIONS SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

CONSTRUCTION STAKING

1. THE CONSTRUCTION STAKING SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION. THE STAKING SHALL BE DONE BY A QUALIFIED SURVEYOR OR ENGINEER.

LIABILITY WAIVER

1. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



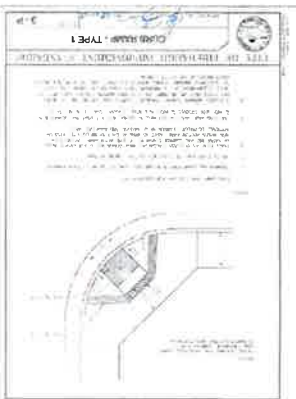
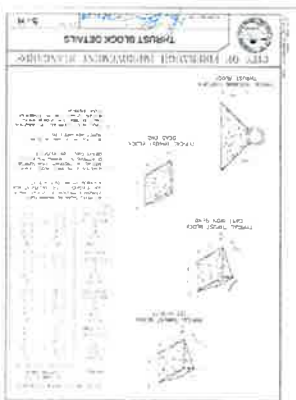
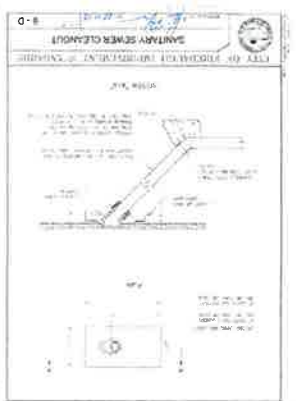
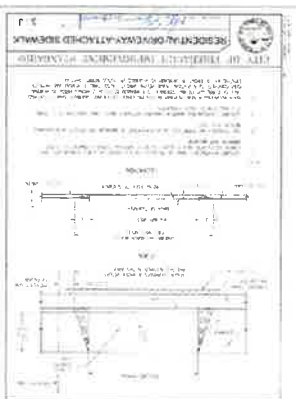
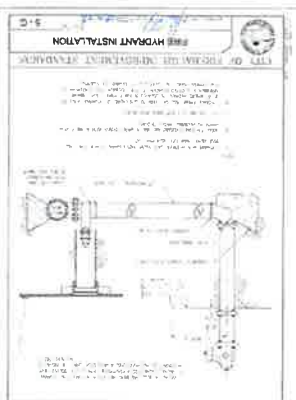
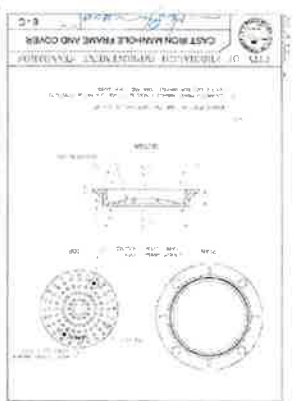
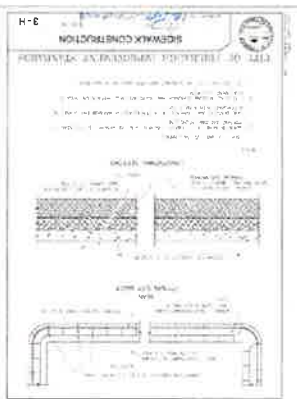
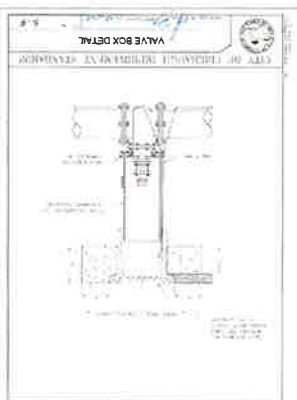
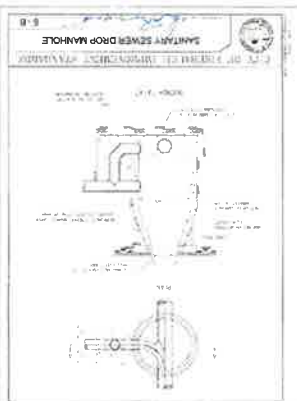
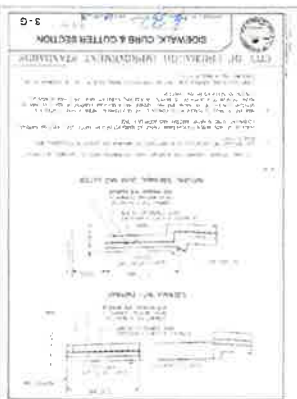
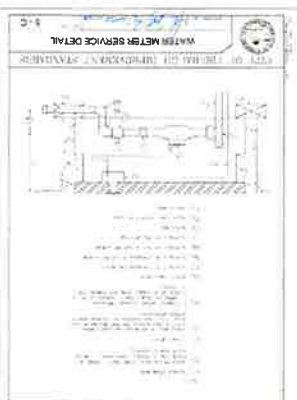
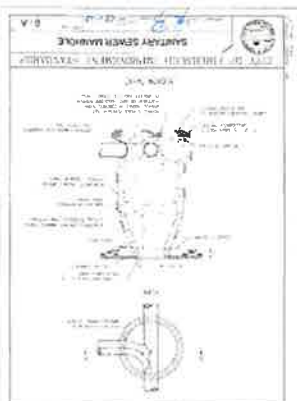
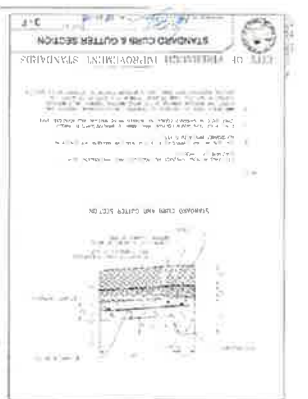
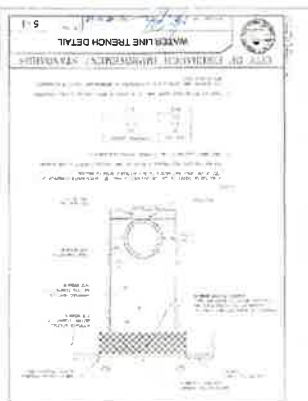
WOODCREST DRIVE
PLAN & PROFILE 14+00 - 21+00
IMPROVEMENT PLANS FOR
GREYSTONE SUBDIVISION - PHASE I
GATEWAY HOMES INC.
FIREBOLT, CALIFORNIA 95622

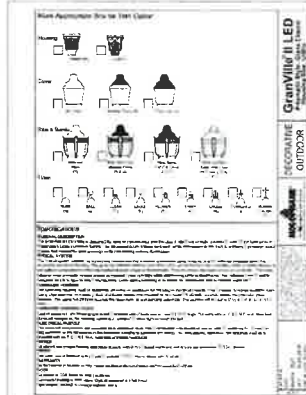
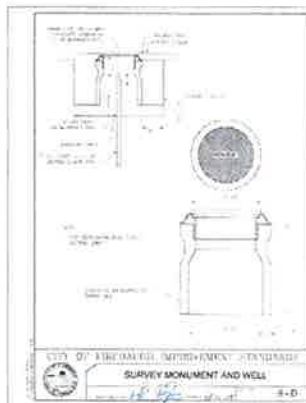
PROJECT NO. 118

SHEET C20

OF 25

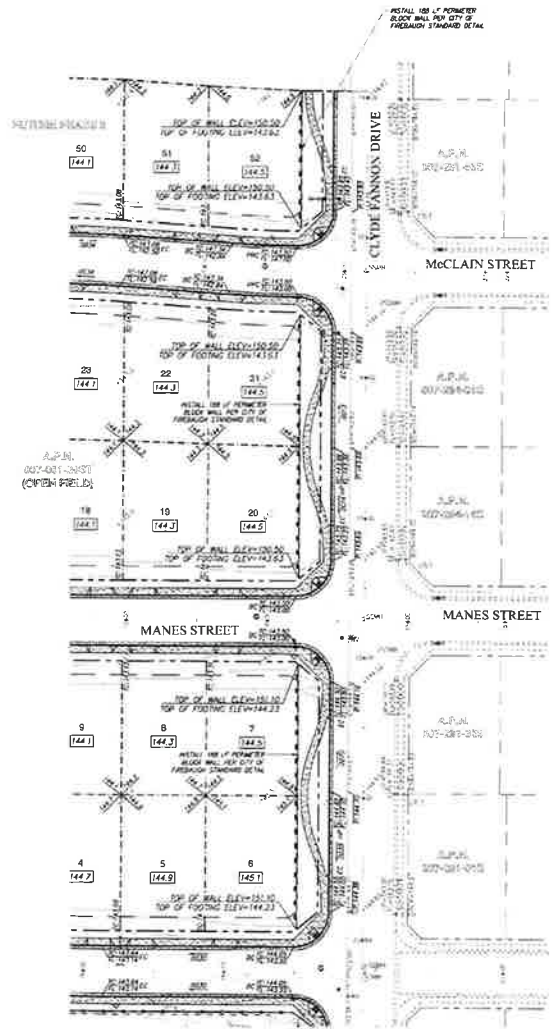
HAWKINS & ASSOCIATES
 ENGINEERING, INC.
 436 MITCHELL ROAD
 MODESTO, CA 95354
 PH: (209) 575-4295
 FX: (209) 578-4295

[illegible]



APPROVED BY THE CITY ENGINEER, CITY OF FREMONT, SERVICES FOR CONFORMANCE WITH CITY OF FREMONT REQUIREMENTS SHALL BE MAINTAINED AND PROVIDED BY THE CITY OF FREMONT FOR THE REGULARITY OF THE STREET AS IMPROVED. THE PLANNED CITY APPROVES CONFORMANCE TO DEVELOPER COMPLIANCE AND CONDITIONS OF APPROVAL, AND THIS PROJECT IS AS APPROVED BY THE FREMONT CITY COUNCIL ON AUGUST 5, 2014.

Don W. L. S. DATE: 9/11/14



MONUMENT PRESERVATION

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL SURVEY MONUMENTS AND REFERENCE POINTS WHICH MAY BE LOST OR DISTURBED AS A RESULT OF THE WORK. SEE SHEET J.
2. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL EMPLOY A LICENSED SURVEYOR TO VERIFY THE LOCATION OF MONUMENTS FROM WHICH THEY MAY BE DISTURBED. HE SHALL BE RESPONSIBLE FOR THE PRESERVATION OR REPLACEMENT OF ALL SUCH MONUMENTS IN COMPLIANCE WITH BOTH OF THE BUSINESS AND PROFESSIONS CODE AND SECTIONS 722.5, 1462.5 AND 1802.5 OF THE CALIFORNIA STREETS AND HIGHWAY CODE.
3. THE CONTRACTOR SHALL EMPLOY A LICENSED SURVEYOR TO SET BACK TO ANY MONUMENT THAT MAY BE DISTURBED OR LOST DURING THE COURSE OF THE WORK. SUCH SETS SHALL BE SET IN LOCATION THAT WILL NOT OTHERWISE BE DISTURBED.
4. THE CONTRACTOR SHALL KEEP ALL SETS IN MONUMENTS IN-SERVICE. METALANCE SETS, REPLACEMENT CORNERS, CORNERS RECOVERING, CHIPPING, CHIPPING AND RECORDING SETS WHICH MAY BE REQUIRED AS A RESULT OF LOSS OF OR DISTURBANCE OF MONUMENTS WHICH MAY OCCUR DURING THE COURSE OF THE WORK.

CALL BEFORE YOU DIG

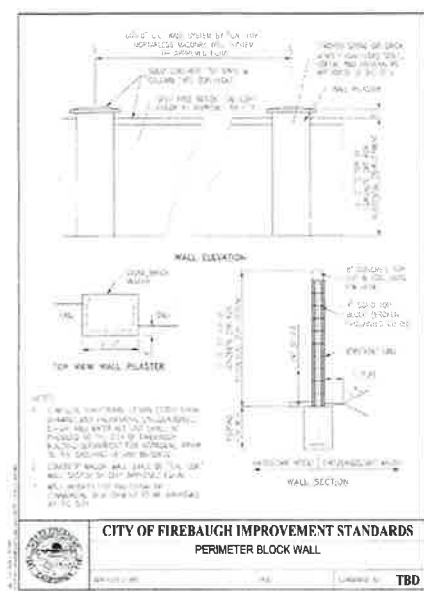
1. AT LEAST 48 HOURS BEFORE PLANTING TREES, TRENCHING, POST HOLE, BLASTING, CHIPPING, ETC. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICES AT 811 FOR UNDERGROUND CLEARANCE. THEY WILL LOCATE AND MARK UNDERGROUND FACILITIES OF PROPOSED NECESSARY FOR INFORMATION TO THE.

CONSTRUCTION STAKING LIABILITY WAIVER

1. THESE APPROXIMATE PLANS HAVE BEEN PREPARED WITH THE INTENT THAT THE CITY OF FIREBAUGH IS ASSOCIATED CONSIDERING THE WALL, TYPICAL THE CONSTRUCTION STAKING FOR THE COMPLETE PROJECT.

CONSTRUCTION STAKING LIABILITY WAIVER

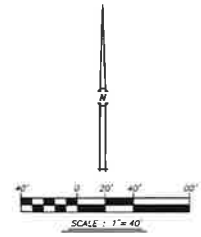
1. PERMITTED INTER WALL SETTING AND CALCULATIONS AT SPACED 10' HORIZ.



CITY OF FIREBAUGH IMPROVEMENT STANDARDS
PERIMETER BLOCK WALL

APPROVED BY THE CITY ENGINEER, CITY OF FIREBAUGH, REVIEWED FOR CONFORMANCE WITH CITY OF FIREBAUGH REGULATIONS AND SET. PLANS HAVE BEEN REVIEWED BY ENGINEER, NO RESPONSIBILITY FOR THE ACCURACY OF THE DESIGN IS ASSUMED. THE PLANS ARE APPROVED FOR CONSTRUCTION. THE CITY OF FIREBAUGH IS NOT RESPONSIBLE FOR THE DESIGN OR THE PROJECT AS APPROVED BY THE FIREBAUGH CITY ENGINEER IN THESE PLANS.

BY: *[Signature]* 5/17/19



HAWKINS & ASSOCIATES ENGINEERING, INC. 436 HATCHER ROAD MODesto, CA 95354 PH: (209) 225-4295 FX: (209) 278-4295	
WALL CONSTRUCTION DETAILS IMPROVEMENT PLANS FOR GREYSTONE SUBDIVISION - PHASE I GATEWAY HOMES INC. FIREBAUGH, CALIFORNIA 95622	
DATE: <i>[Signature]</i> SHEET: C25 OF: 25	811 Call Before You Dig 1-800-4-A-SAFE 1-800-4-2727



HAWKINS & ASSOCIATES ENGINEERING, INC.

436 MITCHELL RD.
MODESTO, CA. 95354
PH: (209) 575-4295
FAX: (209) 578-4295



ENGINEER'S ESTIMATE
Greystone Estates Subdivision Phase 1
On- Site & Off-Site Improvements for Encroachment Permit
JOB # 3412 DATE 2019-09-16

OFF-SITE COST

DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
A. SANITARY SEWER				
1 8" SEWER PIPE	100	L.F.	\$ 32.00	\$ 3,200.00
2 MANHOLE, STANDARD	1	EA.	\$ 3,500.00	\$ 3,500.00
3 CONNECT TO EXISTING MANHOLE	2	EA.	\$ 1,500.00	\$ 3,000.00
SUB-TOTAL				\$ 9,700.00
B. WATER SYSTEM				
1 8" WATER PIPE	120	L.F.	\$ 35.00	\$ 4,200.00
2 6" WATER PIPE	27	L.F.	\$ 28.00	\$ 756.00
3 HYDRANT, BURY & GATE	2	EA.	\$ 3,500.00	\$ 7,000.00
4 8" GATE VALVE	3	EA.	\$ 1,500.00	\$ 4,500.00
5 CONNECT TO EXISTING	3	EA.	\$ 1,200.00	\$ 3,600.00
6 2" LS SERVICE W/ METER & RPBP	1	EA.	\$ 2,250.00	\$ 2,250.00
SUB-TOTAL				\$ 22,306.00
C. STREET WORK				
1 6" VERTICAL CURB & GUTTER	750	L.F.	\$ 18.00	\$ 13,500.00
2 4" CONCRETE SIDEWALK	3,950	S.F.	\$ 3.75	\$ 14,812.50
3 WHEELCHAIR RAMP (Labor Only)	6	EA.	\$ 250.00	\$ 1,500.00
4 REMOVE EXISTING PAVEMENT	830	S.F.	\$ 1.00	\$ 830.00
5 15.5" AB & 4" AC / 12" ASB & 4.5" AB & 4" AC	11,488	S.F.	\$ 5.50	\$ 63,184.00
6 STREET SIGN, POST & NAMEPLATE	3	EA.	\$ 200.00	\$ 600.00
7 MONUMENT WELL	3	EA.	\$ 200.00	\$ 600.00
SUB-TOTAL				\$ 95,026.50
SUB-TOTAL				\$ 127,032.50
15% CONTINGENCY				\$19,054.88
TOTAL				\$146,087.38

ON-SITE COST

DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
B. SANITARY SEWER				
1 8" SEWER PIPE	3,446	L.F.	\$ 32.00	\$ 110,272.00

	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
2	6" SEWER PIPE	100	L.F.	\$ 25.00	\$ 2,500.00
3	MANHOLE, STANDARD	6	EA.	\$ 3,500.00	\$ 21,000.00
4	MANHOLE, TERMINAL	5	EA.	\$ 3,500.00	\$ 17,500.00
5	4" WYE AND LATERAL (per city standard)	70	EA.	\$ 500.00	\$ 35,000.00
SUB-TOTAL					\$ 186,272.00
C. WATER SYSTEM					
1	8" WATER PIPE	2,900	L.F.	\$ 35.00	\$ 101,500.00
2	6" WATER PIPE	123	L.F.	\$ 28.00	\$ 3,444.00
3	HYDRANT, BURY & GATE	7	EA.	\$ 3,500.00	\$ 24,500.00
4	1" HOUSE SERVICE	59	EA.	\$ 450.00	\$ 26,550.00
5	8" GATE VALVE	10	EA.	\$ 1,500.00	\$ 15,000.00
6	BLOWOFF (TEMPORARY)	3	EA.	\$ 750.00	\$ 2,250.00
SUB-TOTAL					\$ 173,244.00
E. STORM DRAINAGE					
1	CURB DRAIN AND INLET	11	EA.	\$ 2,000.00	\$ 22,000.00
2	DRAIN INLET	1	EA.	\$ 1,000.00	\$ 1,000.00
3	12" R.C.P.	168	L.F.	\$ 36.00	\$ 6,048.00
4	15" R.C.P.	700	L.F.	\$ 45.00	\$ 31,500.00
5	18" R.C.P.	563	L.F.	\$ 54.00	\$ 30,402.00
6	24 R.C.P.	365	L.F.	\$ 72.00	\$ 26,280.00
7	MANHOLE	11	EA.	\$ 3,500.00	\$ 38,500.00
8	SD Outlet at Basin	1	EA.	\$ 2,000.00	\$ 2,000.00
SUB-TOTAL					\$157,730.00
F. STREET WORK					
1	6" VERTICAL CURB & GUTTER	5,100	L.F.	\$ 18.00	\$ 91,800.00
2	4" CONCRETE SIDEWALK	26,660	S.F.	\$ 3.75	\$ 99,975.00
3	STANDARD 6" THICK DRIVEWAY APPROACH, 16' DRIVE (110 S.F. EACH)	7,260	S.F.	\$ 6.50	\$ 47,190.00
4	WHEELCHAIR RAMP (Labor Only)	12	EA.	\$ 250.00	\$ 3,000.00
5	2" x 4" HEADERBOARD	278	L.F.	\$ 5.00	\$ 1,390.00
7	13.5" AB & 3" AC / 10.5" ASB & 4" AB & 3" AC	92,987	S.F.	\$ 5.00	\$ 464,935.00
9	STREET SIGN, POST & NAMEPLATE	5	EA.	\$ 200.00	\$ 1,000.00
10	MONUMENT WELL	12	EA.	\$ 200.00	\$ 2,400.00
11	SITE EXCAVATION (SEE GRADING & DRAINAGE PLAN)	608,657	S.F.	\$ 0.20	\$ 121,731.40
SUB-TOTAL					\$ 833,421.40
G. STREET LIGHTING					
1	STREET LIGHT	9	EA	\$ 2,500.00	\$ 22,500.00
2	STREET LIGHT CONDUIT AND PULL BOXES	1	LS	\$ 19,700.00	\$ 19,700.00
SUB-TOTAL					\$42,200.00
I. MISCELLANEOUS					
1	6' DECORATIVE MASONRY WALL	476	L.F.	\$ 75.00	\$ 35,700.00
SUB-TOTAL					\$35,700.00
SUB-TOTAL					\$1,428,567.40
15% CONTINGENCY					\$214,285.11
TOTAL					\$1,642,852.51
GRAND TOTAL					\$1,788,939.89

STAFF REPORT

AGENDA ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH SUPPORTING AB1012 A STATE LAW TO SECURE THE EFFICIENCY OF TRANSPORTATION FUNDING AND IMPLEMENTING A TIMELY USE OF THE FEDERAL/STATE FUNDING UNDER THE FEDERAL SURFACE TRANSPORTATION ACT FOR THE PROJECTS SUBMITTED TO FRESNO COUNCIL OF GOVERNMENTS FOR THE 2019 CALL FOR PROJECTS

MEETING DATE: November 4, 2019

PREPARED BY: Mario Gouveia, City Engineer

RECOMMENDATION:

Staff recommends that the Council adopt Resolution No. 19-56, supporting the implementation of AB 1012 “Timely Use of Funding”.

BACKGROUND:

The Fresno Council of Governments (FCOG) initiated a Call for Projects on September 26th, 2019. FCOG is in the process of programming future federal funds for the Surface Transportation Block Grant (STBG) Program and the Congestion Mitigation and Air Quality Improvement (CMAQ) Program. City Staff developed a list of potential projects that meet the funding requirements and grouped them into 6 potential funding applications. Funding applications for this Call for Projects are due to FCOG based on the following deadlines:

- CMAQ – November 15th, 2019 at 12:00 pm
- STBG – December 6th, 2019 at 12:00 pm

As part of the requirements for each application submitted to compete for funding, a resolution supporting and implementing AB 1012 “Timely Use of Funding” must be adopted by the City and a copy of the resolution provided to FCOG with the application package.

DISCUSSION:

The FCOG administers Federal funding for local transportation projects. Funding is available from two programs, listed below:

1. STBG – Surface Transportation Block Grant Program: Typical roadway rehabilitation projects
2. CMAQ – Congestion Mitigation and Air Quality Improvement Program: Projects that reduce traffic congestion and air pollution (i.e. transit improvements, clean fuel technology, traffic signals, pedestrian/bicycle facilities, etc.)

The Regional Bid projects will have \$11.7 million of STBG funds and \$20.4 million of CMAQ funds to be awarded to the member agencies of the Fresno Council of Governments, based on competitive scoring of applications submitted by member agencies. Funding will be programmed for Federal Fiscal Years 2020/21 through 2023/24.

City Staff developed a list of potential projects to submit to FCOG; where more than one project could be submitted for funding, the City ranked projects in order of priority. The proposed projects are listed below in the order of proposed priority for each funding program.

CMAQ “Regional Bid” – Congestion Mitigation and Air Quality Improvement

1. M Street Improvements
2. Alley Improvements
3. J Street/10th Street Improvements

STBG “Regional Bid” – Street Rehabilitation

1. O Street Rehabilitation
2. 13th Street Rehabilitation
3. Nees Avenue Rehabilitation

FISCAL IMPACT:

All of the federally funded projects require a local match of 11.47%. The City can commit funds from its Measure C allocation or use available lifeline funds from FCOG. The proposed projects would be programmed for future fiscal years, which would allow the City time to plan for the expenditures.

ATTACHMENTS:

1. Resolution 19 –56

RESOLUTION NO. 19-56

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH SUPPORTING AB1012
A STATE LAW TO SECURE THE EFFICIENCY OF TRANSPORTATION FUNDING
AND IMPLEMENTING A TIMELY USE OF THE FEDERAL/STATE FUNDING UNDER THE
FEDERAL SURFACE TRANSPORTATION ACT FOR THE PROJECTS SUBMITTED TO
FRESNO COUNCIL OF GOVERNMENTS FOR THE 2019 CALL FOR PROJECTS**

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

WHEREAS, the City of Firebaugh is able to apply for and receive Federal and State funding under the Surface Transportation Block Grant Program;

WHEREAS, the City of Firebaugh desires to ensure that its projects are delivered in a timely manner to preclude the Fresno Region from losing those funds for non-delivery; and

WHEREAS, it is understood by the City of Firebaugh that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

WHEREAS, the City of Firebaugh must demonstrate dedicated and available local matching funds; and

NOW, THEREFORE, BE IT RESOLVED that the Firebaugh City Council hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Fresno Council of Governments Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED, that the City of Firebaugh City Council does direct its management and engineering staffs to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City of Firebaugh City Council.

THE FOREGOING RESOLUTION was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the November 4, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

ATTEST:

Marcia Sablan, Mayor

Rita Lozano, Deputy City Clerk

ATTEST:

I, Rita Lozano, Deputy City Clerk of the City of Firebaugh, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said City Council, held at the Firebaugh Council Chambers on August 19, 2019, by the following vote:

Rita Lozano, Deputy City Clerk

RESOLUTION NO. 19-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING STREETS NAMES FOR GREYSTONE ESTATES PHASE 1(TRACT NO. 6257) PURSUANT TO FIREBAUGH MUNICIPAL CODE CHAPTER 2 PROCEDURES FOR NAMING AND RENAMING CITY FACILITIES

WHEREAS, the City has approved Tentative Subdivision Map No. 6257 FOR GREYSTONE ESTATES PHASE 1 (Exhibit A “Map”) to create 52 single family residential lots on a total of approximately 27.34 acres in the City of Firebaugh; and

WHEREAS, the Firebaugh Planning Commission conducted a public hearing on July 9, 2019, 2019 to consider the proposed Map, and California Environmental Quality Act (CEQA) approval, with all matters approved by unanimous vote; and

WHEREAS, the City Council held a public hearing on August 5, 2019 to also consider the proposed Map, and California Environmental Quality Act (CEQA) approval, council approved all requested items; and

WHEREAS, as required by Section 2-14 of the Firebaugh Municipal Code, Council shall name “City Facilities”, “City Facilities” shall include streets; and

WHEREAS, the Map has four design avenues; and

WHEREAS, the City Council voted to designate the street names as follows: Ledford, Eppler, Gonzalez & Don Julian.

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

1. After considering all the evidence presented:
 - the proposed street names do not duplicate and are not similar in sound or spelling to the name of another Firebaugh street,
 - the proposed streets follow existing alignments including jogs of no more than 125 in either side of the principal or existing alignment; including extensions of alignments into new subdivisions; the street name shall not follow a ninety (90) degree or more turn unless the turn is a simple jag followed by a return to the original alignment, and
 - cul-de-sacs whose length, exclusive of the turnaround, is less than fifty (50) feet shall be named the same as the main road.
2. The four Map avenue designs are named Ledford, Eppler, Gonzalez and Don Julian.

The foregoing resolution was adopted upon a motion of Council Member _____, second by Council Member _____, at a regular meeting of the Firebaugh City Council on the 4th of November, 2019, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

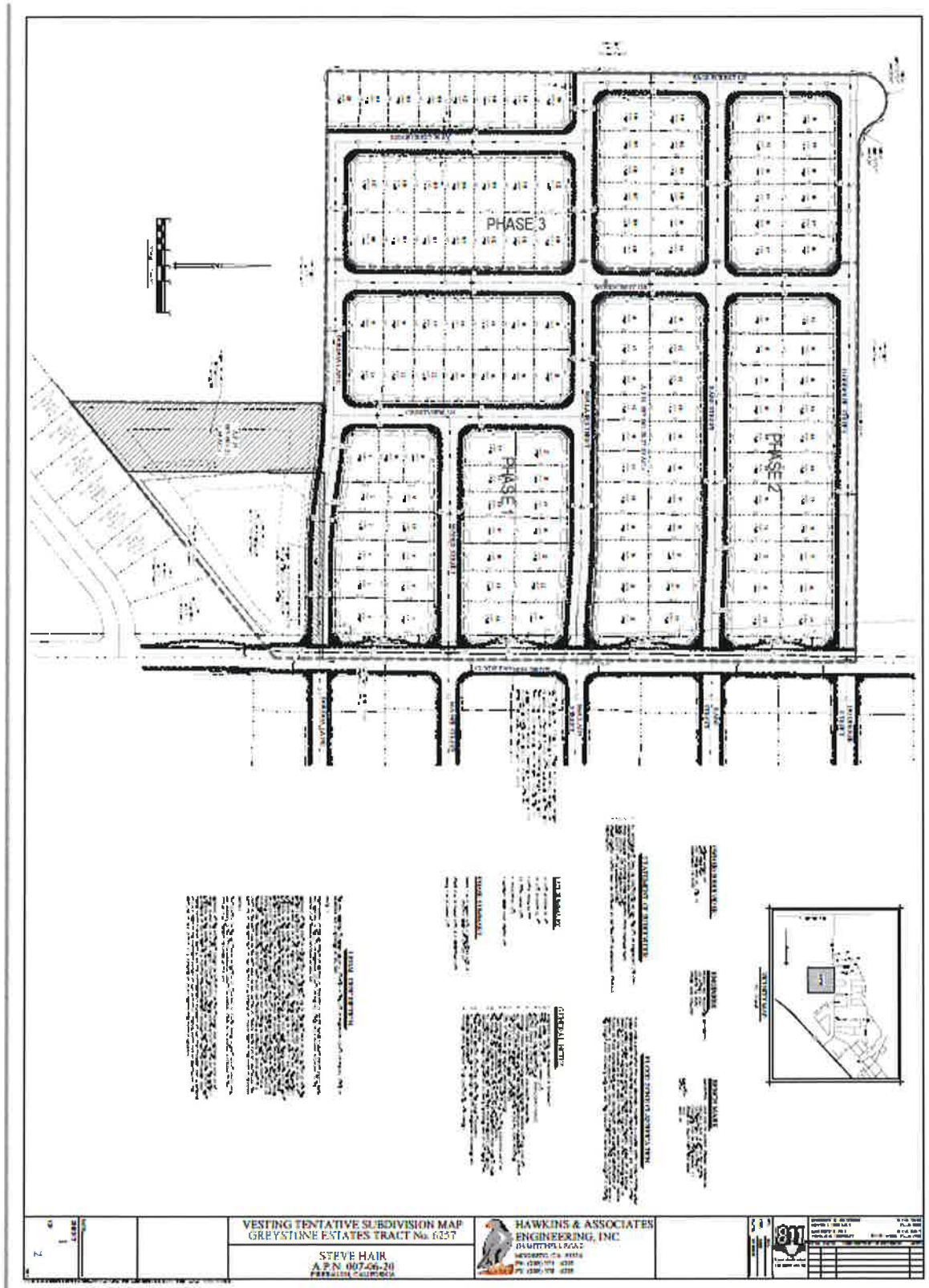
APPROVED:

ATTEST:

Marcia Sablan, Mayor
Firebaugh City Council

Rita Lozano, Deputy City Clerk
City of Firebaugh

Tentative Subdivision Map No 6257



City of Firebaugh Fire Department

Firebaugh, CA

This report was generated on 10/31/2019 10:07:03 AM



Incident Statistics

Start Date: 08/01/2019 | End Date: 09/30/2019

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		106	
FIRE		22	
TOTAL		128	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$131,000.00		\$7,500.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		30	
Aid Received		1	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
8		6.25	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 1	0:05:17	0:05:44	
AVERAGE FOR ALL CALLS		0:05:22	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 1	0:02:34	0:01:30	
AVERAGE FOR ALL CALLS		0:02:22	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
City of Firebaugh Fire Department		31:44	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition "Treated, Transported by EMS". # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate.

City of Firebaugh Fire Department

Firebaugh, CA

This report was generated on 10/31/2019 10:08:53 AM



Incident Type Count per Station for Date Range

Start Date: 08/01/2019 | End Date: 09/30/2019

INCIDENT TYPE	# INCIDENTS
Station: <input type="checkbox"/>	
100 - Fire, other	1
111 - Building fire	1
118 - Trash or rubbish fire, contained	1
138 - Off-road vehicle or heavy equipment fire	1
161 - Outside storage fire	1
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	84
322 - Motor vehicle accident with injuries	15
324 - Motor vehicle accident with no injuries.	5
353 - Removal of victim(s) from stalled elevator	1
400 - Hazardous condition, other	1
412 - Gas leak (natural gas or LPG)	1
445 - Arcing, shorted electrical equipment	1
510 - Person in distress, other	2
554 - Assist invalid	1
611 - Dispatched & cancelled en route	7
631 - Authorized controlled burning	1
735 - Alarm system sounded due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	1
900 - Special type of incident, other	1

Incidents for : 128

Only REVIEWED incidents included.



**EMERGENCY
REPORTING**

emergencyreporting.com

Doc Id: 857

Page # 1

Sacramento duo killed in crash with big rig



Top photo: Emergency personnel inspect a car that was involved in a collision with a semi last Wednesday west of Firebaugh. Above, a container of tomatoes was knocked off the trailer because of the crash.

(Photos courtesy of the Firebaugh Fire Dept.)

By David Borboa
The Dos Palos Sun

A Sacramento couple lost their lives last Wednesday morning when their vehicle collided with a big rig hauling tomatoes southwest of Firebaugh.

The accident took place at 9:34 a.m. on West Shaw Avenue and North San Diego Avenue, according to the Los Banos office of the California Highway Patrol.

CHP spokesman Shannon Stiers said that a 2009 Chevrolet HHR, driven by Henri White, 21, of Sacramento, was heading south on N. San Diego Avenue north of W. Shaw Avenue at an unknown rate of speed.

At the same time, a 2018 Peterbilt driven by Denis Gomez, 49, of Mendota was heading east on W. Shaw, approaching the N. San Diego inter-

section.

Stiers said that for an unknown reason, White failed to slow and stop at the marked stop sign as the big rig was going through the intersection. The Chevy's front end impacted the left rear of the trailer and forced the Chevy to spin out of control into a metal wire fence south of W. Shaw.

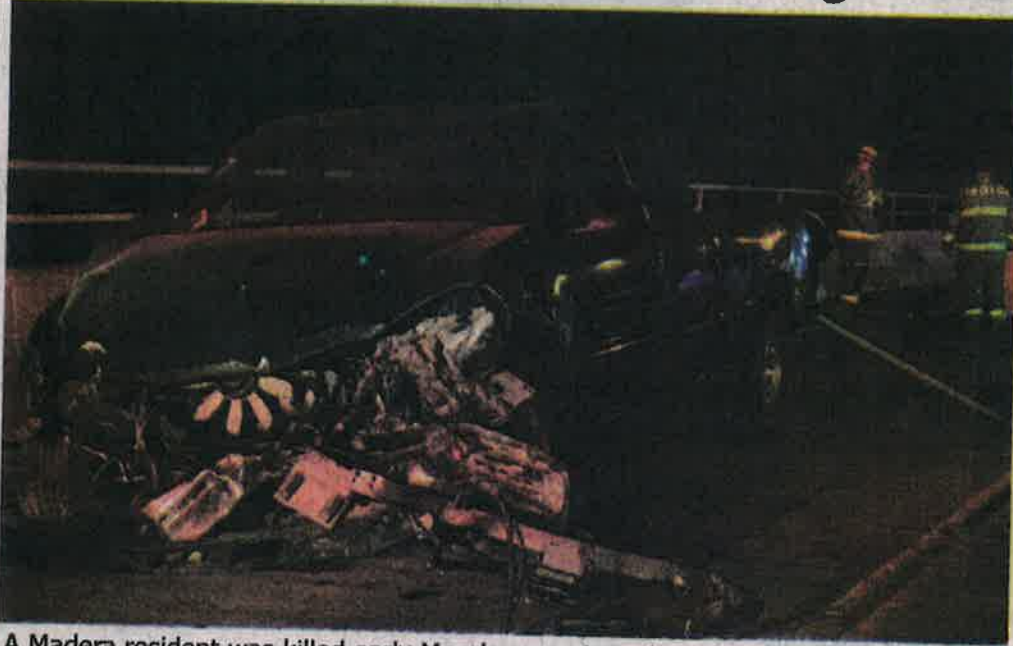
The big rig came to rest blocking the eastbound lane of W. Shaw.

As a result of the collision, White and his female passenger, identified as 20-year old Zachary Sanchez of Sacramento, sustained fatal injuries and were pronounced dead at the scene.

Alcohol and/or drugs, as well as weather conditions, do not appear to have been a factor in this collision.

Stiers added that the collision remains under investigation.

Madera resident killed in river bridge crash



A Madera resident was killed early Monday morning when the pickup he was driving slammed into a guard rail at the Firebaugh River Bridge. He was identified by the Fresno County Coroner's office as 21-year old Jonathan Gonzalez. According to Firebaugh police chief Sal Raygoza, Gonzalez was heading west into Firebaugh when for an unknown reason, he veered to the right and hit the guard rail, spinning the pickup around several times. Raygoza said that Gonzalez was not wearing his seatbelt and was ejected, sustaining fatal injuries. Drunk driving is suspected in the crash and the Firebaugh PD will now await toxicology reports.

(Photo courtesy of the Firebaugh Fire Dept.)

DP Sun 09/19/17

Lady and her baby escape injury after car slams into tomato trailers



The main bridge between Firebaugh and Madera was blocked for three hours Monday evening after 25 tons of green tomatoes were dumped on the bridge. The two vehicle accident happened at the top of the Chowchilla Bypass. The big rig driver felt a jarring motion and immediately noticed his two trailers full of tomatoes were jack-kniving and coming loose, eventually flipping onto the roadway. At the same time, a small sedan driven by a female resident of Firebaugh was approaching in the opposite direction and slammed into the trailers. According to a spokesman for the Firebaugh Fire Department, the lady and her infant son, who was in his car seat, escaped injury.

DP Sun 09/06/19

NOVEMBER 2019

FACILITY RENTALS

A/F Community Building

11/02 Beda Zavaleta 15nera
11/09 Martha Parra 15nera
11/16 Maria Andrade 15nera
11/22 Simplot Company
11/23 Esmeralda Rocha Wedding
11/25 Senior Food Commocity Program 2pm-4pm
11/30 Mayrod Arana Wedding

Every Wednesday 5pm to 7pm Salvation Army Dinner Distribution

Council Chambers Room

Council Meeting 1st and 3rd Monday of Every Month at 6:00pm
Planning Meeting 2nd Monday of Every Month at 6:00pm
Oversight Board Meeting 3rd Thursday of Every Month at 11am

Rodeo Grounds

Dunkle Park Enclosed Area

11/09 Nancy Vaca

Dunkle Park Canopy

11/02 Ron Leyva

Maldonado Park

12/01/17-Current Youth Soccer Team Practice

