

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh
Vol. No.19/11-18

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: November 18, 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 November 4, 2019.**
- 2. WARRANT REGISTER – Period starting October 1, and ending on October 31, 2019.**

October 2019	General Warrants	#38834 - #38970	\$ 667,678.53
	Payroll Warrants	#71144 - #71160	\$ 235,609.20
TOTAL			\$ 903,287.73

PUBLIC HEARING

- 3. RESOLUTION NO. 19-58 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AN AMENDMENT TO TENTATIVE SUBDIVISION MAP 2018-01 (CEN CAL BUILDERS (DEL RIO PLACE)).**

Recommended Action: City Council received public comments & approves Res. 19-58.

NEW BUSINESS

4. **RESOLUTION NO. 19-59 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING SECOND AMENDMENT TO EMPLOYMENT AGREEMENT FOR BENJAMIN GALLEGOS.**

Recommended Action: City Council received public comments & approves Res. 19-59.

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the Agenda

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, November 15, 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. 19/11-04

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: November 04, 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; City Engineer, Noe Martinez, Chris Gutierrez & others.

PLEDGE OF ALLEGIANCE Council Member Lopez led pledge of Allegiance.

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT

PRESENTATION

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council Regular Meeting on October 21, 2019.

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

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.

City Engineer Noe Martinez, reported three changes to Resolution No. 19-54; on page 1 of the map, name change of Trustee and Beneficiary, under deed of trust for United Security Bank to Chief Officer William Yarbenet. Page 2 & 3 of the map, correct spelling of Barboa to Borboa. Page 3 of the Subdivision Improvement Agreement, the list of streets, some will be removed while others will be added to Phase I: Remove: Don Julian & Eppler. Add: McClain

Street, Manes Street, & Borboa Lane. List of Streets that are correct is Ledford Street, Gonzalez Street, & Clyde Fannon Drive.

Motion to approve Res. No. 19-54 with the amendments by Council Member Lopez, second by Council Member Jenkins; motion pass by 5-0 vote.

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.

City Engineer Noe Martinez, reported same three changes made to Resolution No. 19-54 will be made to Resolution No. 19-55. Subdivision Improvement Agreement will have a brick wall required instead of a wood fence, the pond will be bigger than proposed with a fence surrounding it for safety reasons & 52 home will be constructed in Phase I. City Attorney Sanchez, added this agreement secures the improvements through bonds, which estimates about \$1.788 million in improvements for this subdivision.

Motion to approve Res. No. 19-55 with the amendments by Council Member Lopez, second by Council Member Jenkins; motion pass by 5-0 vote.

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.

City Engineer Noe Martinez, stated through supporting AB1012 – Fresno Council of Governments (FCOG), CMAQ (Congestion Mitigation & Air Quality Improvement) grant application is due November 15th at noon. Funding will help make Improvements to M Street & J Street at 10th Street, including pave two unpaved alleys. STBG (Street Rehabilitation) grant application is due December 6th at noon, Funding will assist at O Street Rehab, 13th Street Rehab & Nees Ave Rehab. Federally funded projects require a local match of 11.47%, City will use Measure C funding or available lifeline funds from FCOG.

Motion to approve Res. No. 19-56 with the amendments by Council Member Jenkins, second by Council Member Valdez; motion pass by 5-0 vote.

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.

The City Council approved Tentative Subdivision Map No. 6257 for Greystone Estates Phase 1 and voted to designate the new street names as follows: Ledford, Eppler, Gonzalez & Don Julian.

Motion to approve Res. No. 19-57 with the amendments by Council Member Jenkins, second by Council Member Perez; motion pass by 5-0 vote.

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.

The City Council provided the following items: Impact Fees – update, Pesticides use on Public Properties, Kindergarten to College Bank Accounts Program, Police Department & School Partnership, Kids & Vaping, Kids School Safety & Safe Route to School, Grant funds – Update on Joint Applications: Swimming Pool, Resource Officer.

STAFF REPORTS

- **Police Chief Sal Raygoza** – it's still been busy with the new residents, there has been sheriffs in the City, possibly seeking individuals that may have relocated here. Some of the new residents at the Housing Authority have family connections to Eastside Bulldogs or they are part of the gang themselves. Hoping to work Housing Authority to keep informed of any issues. Council Member Lopez stated, she has seen the designated smoking areas at the multi-family complexes.
- **Finance Director, Pio Martin** – Auditors come to City Hall today to start the Audit. This week & next week City staff are having the deposition appointments for the pending law suit.
- **City Engineer, Noe Martinez** – Been working with Ben & staff on the new subdivision.
- **Deputy City Clerk, Rita Lozano** – Working on a master list of all ordinances approved from 1924 to current, then I plan to do the same for the Resolutions because it is difficult to find information, when you have to go back several years and research ordinance & resolutions one by one. The master list will help to save time, when searching key words. The company that does codification of our City Municipal Code (Coded Systems) has merged with General Code, they will send someone to train me or I will have to go to LA, once the complete the transfer of the our documents. The new system should allow me to add information to our Municipal Code via our city website. Ben received an email from Fresno County regarding Del Rio, there were documents that haven't been recorded, so they will be correct that information, hopefully it will resolve some of the issues that we've had with the property lines.
- **City Attorney, James Sanchez** – Update on SB5, This bill would establish in state government the Affordable Housing and Community Development Investment Program, which would be administered by the Affordable Housing and Community Development Investment Committee. The Governor vetoed the Bill because he's concerned how the annual \$2 Billion will be distributed, he would like it to be part of their budget review.
- **City Manager, Ben Gallegos** – As Rita reported a person from the County is trying to correct issues at Del Rio. I will have meeting with the people from San Joaquin Villas & possibly new buyers, which may request a waiver from the City that was loaned to the developer for the construction of the project which was never completed. The City loaned a lot of money for the project. San Joaquin Villas street are not the City's property because of the Home Owners Agreement (HOA); therefore, they must maintain their streets. Representatives from the State Governor's Office will meet at the Community Center tomorrow to discuss the needs of the community. They will meet separately with representatives from each city starting in Firebaugh then go to Mendota, San Joaquin, Huron & back to San Joaquin to meeting with all city representatives. City Attorney Sanchez advise that Council Members, less than a quorum of the Council should attend & meet at the first meeting because City business will be discussed. Construction on Rabe, Diaz & Rev Kantor Street Improvement project will begin this week, hopefully, the residents get a notice.

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

Motion to enter to closed session @ 7:01 pm by Council Member Jenkins, second by Council Member Valdez; motion pass by 5-0 vote.

CLOSED SESSION

7. **Government Code Section 54957**

PUBLIC EMPLOYEE EVALUATION: City Manager.

Motion to enter open session @ 7:44 pm by consensus vote; motion pass by 5-0 vote.

ANNOUNCEMENT

Nothing to report

COUNCIL STAFF REPORTS

- **Council Member Valdez** – Basically tomorrow the Governor’s Budget Committee will be here from 9:45 am - 10:45 am, Council Members, Staff & School representatives will attend, to showcase the great things the City is doing, as well as ask for funding. Mayor Sablan ask for someone to take a picture to send to the Journal.
- **Council Member Lopez** – “During the conversation on Del Rio, Did they mention the lots that Fresno County owned and they came to a Council meeting in the past, & did a presentation stating they wanted to deed to property to the City. So that lot is going to be dedicated to the City?” City Manager Gallegos replied, “Yes, that seems to be the documents they found and plan to correct”.
- **Council Member Sablan** – “I would like to mention the Housing Authority is having an event, I think everyone got an email. They’re having that famous speaker from Princeton University, Thursday night at 6:00 pm at Warnors Theater, it’s free. He’ll be talking about housing, it’s supposed to be a great thing.”

ADJOURNMENT

Motion adjourn by Council Member Jenkins, second by Council Member Valdez; motion pass by unanimous 5-0 vote at 7:48 p.m.



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: November 18, 2019

SUBJECT: Warrant Register Dated: October 1, 2019 – October 31, 2019

RECOMMENDATION:

In accordance with Section 37202 of the Government Code of the State of California there is presented here with a summary of the demands against the City of Firebaugh covering obligations to be paid during the period of:

OCTOBER 1, 2019 – OCTOBER 31, 2019

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

IT IS HEREBY RECOMMENDED THE CITY COUNCIL
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:

GENERAL WARRANTS	# 38834 – #38970	\$ <u>667,678.53</u>
PAYROLL WARRANTS.....	# 71144 – #71160	\$ <u>235,609.20</u>

TOTAL WARRANTS..... \$ **903,287.73**

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2019 - OCTOBER 31, 2019

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
38660	10/2/2019	LEAGUE OF CA CITIES SSJVD	\$ (50.00)	Ck# 038660 Reversed
38834	10/1/2019	CITY OF FIREBAUGH	\$ 40,504.45	ME CHECK SEPTEMBER 2019
38835	10/3/2019	AGRI-VALLEY IRRIGATION LL	\$ 47.99	PARKS-SPRINKLER/NOZZLE
			\$ 3.32	SCOUT-NIPPLE SCHEDULE/COUPLE
			\$ 3.61	CITY HALL-NIPPLE SCHEDULE
			\$ 43.24	PARKS-CLOVER VALVE KEY
			\$ 4.27	GLOVES
Check Total:			\$ 102.43	
38836	10/3/2019	AT&T	\$ 281.87	ALL DEPT TELEPHONE
38837	10/3/2019	THE BANK OF NEW YORK MELL	\$ 8,500.00	CITY OF FIREBAUGH 2019
38838	10/3/2019	MADERA COUNTY TAX COLLECT	\$ 1,976.74	WATER OPER TAX ON WELLS
38839	10/3/2019	DISH	\$ 5.44	SENIOR CENTER CABLE
38840	10/3/2019	FEDEX	\$ 39.45	PACKAGE SENT TO BACKFLOW
38841	10/3/2019	FIREBAUGH AUTO REPAIR	\$ 3,750.00	FD-2019 FORD F150 REPAIR
38842	10/3/2019	FRESNO-MADERA AREA AGENCY	\$ 59.50	8/19 NON USDA QUALIFIED MEALS
38843	10/3/2019	GOLDEN STATE FLOW	\$ 2,036.77	26-SENSUS
38844	10/3/2019	GRAINGER, INC.	\$ 290.59	MALDONADO PARK-HALIDE LAMP
38845	10/3/2019	HOME DEPOT CREDIT SERVICE	\$ 278.29	RODEO GROUNDS/MALDONADO
			\$ 236.98	RODEO GROUNDS-MATERIAL
Check Total:			\$ 515.27	
38846	10/3/2019	MID-VALLEY DISPOSAL	\$ 28,497.01	SERVICES PERFORMED OCTOBER
38847	10/3/2019	NORTHSTAR CHEMICAL	\$ 1,486.82	FERRIC CHLORIDE
38848	10/3/2019	PITNEY BOWES #8000-9090-	\$ 1,041.98	POSTAGE MACHINE REFILL
38849	10/3/2019	CSG CONSULTANTS, INC.	\$ 3,778.00	HOUSE BUILDING SERVICE
38850	10/3/2019	SAN JOAQUIN RIVER EXCHANG	\$ 58.50	GROUNDWATER SUSTAINABILITY
38851	10/3/2019	SAUL'S SMOG & REPAIR	\$ 46.75	PW#39 SMOG

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2019 - OCTOBER 31, 2019

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
			\$ 46.75	PW#4 SMOG
		Check Total:	\$ 93.50	
38852	10/3/2019	TECH MASTER MANAGEMENT	\$ 150.00	SHOP/CITY HALL/SENIOR CTR
38853	10/3/2019	UNIFIRST CORPORATION	\$ 57.32	SHOP
			\$ 14.73	COMMUNITY CENTER
			\$ 9.57	CITY HALL
			\$ 13.79	SENIOR CENTER
			\$ 93.85	SHOP
			\$ 14.73	COMMUNITY CENTER
			\$ 9.57	CITY HALL
			\$ 13.79	SENIOR CENTER
			\$ 54.96	SHOP
			\$ 14.73	COMMUNITY CENTER
			\$ 9.57	CITY HALL
			\$ 13.79	SENIOR CENTER
			\$ 57.35	SHOP
			\$ 14.73	COMMUNITY CENTER
			\$ 9.57	CITY HALL
			\$ 13.79	SENIOR CENTER
			\$ 57.35	SHOP
			\$ 14.73	COMMUNITY CENTER
			\$ 9.57	CITY HALL
			\$ 13.79	SENIOR CENTER
		Check Total:	\$ 415.84	
38854	10/3/2019	USA BLUEBOOK	\$ 34.43	MULTI BIT & NUT DRIVER
			\$ 241.40	REAGENT IRON FERROVER
		Check Total:	\$ 275.83	
38855	10/3/2019	U.S. POSTMASTER	\$ 845.50	UTILITY BILLING POSTAGE
38856	10/3/2019	DATAPATH	\$ 2,040.00	SERVICE NETWORK CONNECTION
			\$ 992.50	MONTHLY BILLING OCTOBER 2019
		Check Total:	\$ 3,032.50	
38857	10/3/2019	TERESA ALATORRE	\$ 15.88	MQ CUSTOMER REFUND
38858	10/3/2019	LUCIA/CORONADO JOHN. HERN	\$ 3.63	MQ CUSTOMER REFUND
38859	10/3/2019	MARIA BENCOMO	\$ 92.13	MQ CUSTOMER REFUND
38860	10/3/2019	MARIO DEFRANCESCO	\$ 80.10	MQ CUSTOMER REFUND
38861	10/3/2019	BRENDA RIVERA	\$ 30.53	MQ CUSTOMER REFUND
38862	10/3/2019	FERNANDO CAMPA	\$ 250.00	HEALTH INSURANCE STIPEND

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2019 - OCTOBER 31, 2019

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> Amount	<u>Description</u>
38863	10/3/2019	GOLDEN ONE CREDIT UNION	\$ 1,666.66	JOHN BORBOA MONTHLY STIPEND
38864	10/3/2019	RODDY A. LAKE	\$ 250.97	POLICE MEDICAL RETIREE
38865	10/3/2019	SANDRA J. MARQUEZ	\$ 250.00	HEALTH INSURANCE STIPEND
38866	10/3/2019	RICARDO MONAY	\$ 250.00	HEALTH INSURANCE STIPEND
38867	10/3/2019	GRACIELA V. RODRIGUEZ	\$ 250.00	HEALTH INSURANCE STIPEND
38868	10/3/2019	RODOLFO TABARES	\$ 250.00	HEALTH INSURANCE STIPEND
38869	10/9/2019	CITY OF FIREBAUGH	\$ 98,005.56	PAYROLL ENDING 10/04/2019
38870	10/10/2019	ADAMS ASHBY GROUP, LLC	\$ 4,500.00	GENERAL ADMIN FINALIZE
38871	10/10/2019	AG & INDUSTRIAL SUPPLY	\$ 27.34	PW-NIPPLE/CLAMP HOSE
			\$ 76.32	PW#25-SET/MOWER-BELT
			\$ 10.79	TRIMMER LINE
			\$ 1,720.91	20-WATER METER BOX/LID
Check Total:			\$ 1,835.36	
38872	10/10/2019	A.M. PECHE & ASSOCIATES L	\$ 2,753.05	SUCCESSOR FIREBAUGH RDA 2
38873	10/10/2019	AT&T	\$ 749.55	ALL DEPTS INTERNET/TELPHO
38874	10/10/2019	AUTOZONE COMMERCIAL (1379	\$ 16.19	PW#6-PILOT REPLACEMENT
			\$ 14.66	V-BELT DURALAST
			\$ 16.19	FD-XL SYNTHETIC CHAMOIS
			\$ 28.05	PW#26-ANTIFREEZE/COOLANT
			\$ 26.99	PW-DIESEL EXHAUST FLUID
			\$ 141.36	FD-BATTERY
			\$ 30.19	SHOP-UNIVERSAL COUPLER
			\$ 15.73	FD-SHOP TOWELS/ARMOR ALL
			\$ 23.09	PD-CAR WASH/ABSORBER XL
			\$ 7.98	PW#34-WINDOW HANDLE
			\$ 161.95	SUSPENSION BALL DURALAST
			\$ (37.78)	SUSPENSION BALL DURALAST
			\$ 14.03	SHOP-DIGITAL CALIP OEM
			\$ (124.17)	BALL/U JOINT PRES RETURN
			\$ 21.58	TRIM & MOLDING REMOVER
			\$ 161.95	DURALAST CONTROL ARM
			\$ 59.39	SPRING COMPRESSOR
Check Total:			\$ 577.38	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2019 - OCTOBER 31, 2019

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
38875	10/10/2019	BOGIE'S PUMP SYSTEMS	\$ 2,350.25	REPAIR OF SPLIT CASE PUMP
38876	10/10/2019	CALIFORNIA RURAL WATER	\$ 777.00	ANNUAL MEMBERSHIP
38877	10/10/2019	CALIFORNIA BUILDING STAND	\$ 115.20	BUILDING STANDARD FEE
			\$ 76.50	BUILDING STANDARDS FEE
		Check Total:	\$ 191.70	
38878	10/10/2019	CEN CAL BUILDERS & DEVELO	\$ 3,335.00	REFUND REVISIONS ZONE CHARGE
38879	10/10/2019	COLLINS & SCHOETTLER	\$ 3,881.89	PLANNING CONSULTING SEPT2019
38880	10/10/2019	COMCAST	\$ 705.88	PD INTERNET
38881	10/10/2019	COMMUNITY MEDICAL CENTER	\$ 175.00	AUGUST 2019 LEGAL BLOOD DRAW
38882	10/10/2019	CORBIN WILLITS SYSTEMS	\$ 1,051.58	ADMINISTRATION C/W SERVICE
38883	10/10/2019	CORELOGIC SOLUTIONS, LLC.	\$ 206.00	REALQUEST SEPTEMBER 2019
38884	10/10/2019	CSPCA	\$ 40.00	2019/20 MEMBERSHIP DUES
38885	10/10/2019	DEPT. OF CONSERVATION	\$ 44.95	SEISMIC HAZARD FEES
			\$ 162.77	SEISMIC HAZARD FEES
			\$ 319.51	SEISMIC HAZARD FEES
		Check Total:	\$ 527.23	
38886	10/10/2019	DEPARTMENT OF JUSTICE	\$ 236.00	FINGERPRINTS AUGUST 2019
			\$ 35.00	BLOOD ALCOHOL ANALYSIS AUG19
			\$ 258.00	FINGERPRINTS SEPTEMBER 2019
			\$ 140.00	BLOOD ALCOHOL ANALYSIS SEPT19
		Check Total:	\$ 669.00	
38887	10/10/2019	FOUNDATION FOR FIREBAUGH-	\$ 150.00	A/F HALL CLEANING DEPOSIT
38888	10/10/2019	FRESNO COUNTY TREASURER	\$ 162.24	ACCESS FEES SEPTEMBER 2019
38889	10/10/2019	FRESNO OXYGEN	\$ 54.54	SHOP-PARTS
38890	10/10/2019	BENJAMIN GALLEGOS	\$ 148.00	LEAGUE OF CITIES CONFERENCE
			\$ (148.00)	Ck# 038890 Reversed
		Check Total:	\$ -	
38891	10/10/2019	MATTHEW GARCIA	\$ 100.00	WORK BOOTS REIMBURSEMENT

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2019 - OCTOBER 31, 2019

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> Amount	<u>Description</u>
38892	10/10/2019	GRAND FLOW	\$ 1,591.82	UTILITY LASER BILLING
			\$ 1,005.20	UTILITY LASER REMINDER NOTICE
Check Total:			\$ 2,597.02	
38893	10/10/2019	GUTHRIE PETROLEUM, INC.	\$ 1,438.42	BULK UNLEADED GASOLINE
			\$ 808.10	BULK UNLEADED GASOLINE
			\$ 1,114.57	BULK DIESEL FUEL
			\$ 1,426.29	BULK UNLEADED GASOLINE
			\$ 1,127.85	BULK UNLEADED GASOLINE
			\$ 1,322.97	BULK UNLEADED GASOLINE
Check Total:			\$ 7,238.20	
38894	10/10/2019	HINDERLITER, deLLAMAS	\$ 1,400.00	CANNABIS MANAGEMENT PROGRAM
38895	10/10/2019	HUB INTERNATIONAL	\$ 148.68	SPECIAL EVENT INSURANCE
			\$ 148.68	SPECIAL EVENT INSURANCE
			\$ 148.68	SPECIAL EVENT INSURANCE
			\$ 148.68	SPECIAL EVENT INSURANCE
			\$ 128.04	SPECIAL EVENT INSURANCE
			\$ 148.68	SPECIAL EVENT INSURANCE
Check Total:			\$ 871.44	
38896	10/10/2019	BRADY JENKINS	\$ 148.00	LEAGUE OF CITIES CONFERENCW
			\$ (148.00)	Ck# 038896 Reversed
Check Total:			\$ -	
38897	10/10/2019	KER WEST, INC. DBA	\$ 110.00	PLANNING COMMISSION SOLAR
			\$ 160.00	CENCAL DEL RIO PLANNING/ZONING
Check Total:			\$ 270.00	
38898	10/10/2019	L.A.W PUBLICATIONS	\$ 400.00	PD-ADVETISEMENT FULL PAGE
38899	10/10/2019	LG ELECTRIC	\$ 3,100.00	2ND HALF VOLLEYBALL COURT
38900	10/10/2019	MARIA LOPEZ	\$ 10.00	REIMBURSEMENT CITATION 39
38901	10/10/2019	MANUELS TIRE SERVICE, INC	\$ 16.26	RADIAL PATCH
			\$ 16.26	RADIAL PATCH
			\$ 175.48	TUBE
			\$ 16.26	RADIAL PATCH
Check Total:			\$ 224.26	
38902	10/10/2019	MID-VALLEY DISPOSAL	\$ 66.26	1800 HELM CANAL RD

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2019 - OCTOBER 31, 2019

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
38903	10/10/2019	RICARDO MONAY	\$ 47.35	REIMBURSEMENT FOR FUEL
38904	10/10/2019	MOORE TWINING ASSOCIATES,	\$ 2,725.00	PROFESSIONAL SERVICES
38905	10/10/2019	PECK'S PRINTERY	\$ 367.55	REGULAR BLUE ENVELOPES
38906	10/10/2019	PROFORCE	\$ 740.81	PD-REM UMC CART
38907	10/10/2019	QUILL CORPORATION	\$ 7.55	HANGING FOLDER TABS
			\$ 145.83	CITY HALL-OFFICE SUPPLIES
			\$ 146.79	CITY HALL-FRAMES
			\$ 396.97	COMMUNITY CENTER-JANITORIAL
Check Total:			\$ 697.14	
38908	10/10/2019	MARCIA SABLAN	\$ 148.00	LEAGUE OF CITIES CONFERENCE
			\$ (148.00)	Ck# 038908 Reversed
Check Total:			\$ -	
38909	10/10/2019	SILVA FORD MADERA	\$ 40.83	LATCH
38910	10/10/2019	OLGA SOLANO	\$ 500.00	CANCELLED FUNCTION REIMBURSE
			\$ 1,500.00	CANCELLED FUNCTION REIMBURSE
Check Total:			\$ 2,000.00	
38911	10/10/2019	ST. NICK'S CHRISTMAS LIGH	\$ 2,756.14	10-LIGHTED AND DECORATED
38912	10/10/2019	STAPLES BUSINESS CREDIT	\$ 128.80	PD-OFFICE SUPPLIES
38913	10/10/2019	SEAN STEVENS	\$ 720.00	DEPOSIT 2019 XMAS PARADE
38914	10/10/2019	TECH MASTER MANAGEMENT	\$ 40.00	PD-PEST CONTROL
38915	10/10/2019	TELSTAR	\$ 892.17	FIREBAUGH/VFD REPLACEMENT
38916	10/10/2019	THARP'S FARM SUPPLY	\$ 42.22	TOOL-FIRE TORCH
			\$ 17.69	SENIOR CENTER-KEYS/PAINT
			\$ 6.36	COMMUNITY CENTER-ANT&ROACH
			\$ 12.98	SLEEVE/NUT/AIR BRAKE HOSE
			\$ 13.00	ELBOW
			\$ 21.74	JD DISC-PARTS
			\$ 49.66	TRUCK #35-FIRE TORCH/PROP
			\$ 1.84	PIN OFR ASPHALT
			\$ 29.00	MASTERLOCK
			\$ 20.00	DOUBLE CUT KEY

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2019 - OCTOBER 31, 2019

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> Amount	<u>Description</u>
38916	10/10/2019	THARP'S FARM SUPPLY	\$ 19.98	POINT BLADE
			\$ 34.66	TRUCK#41-DEF FLUID
			\$ 34.54	TOOL BOX-FLAT ROLLED
			\$ 17.33	COMMUNITY CENTER-LIGHT BULB
			\$ 14.08	ANT GEL/ANT&ROACH KILLER
			\$ 4.74	FD-HOSE SHANK
			\$ 14.09	VFW HALL-GORILLA TAPE
			\$ 7.25	MALDONADO PARK-GLOVES
			\$ 66.35	SHEAR
			\$ 72.30	ALLS INBOX/ANGLE BROOM
			\$ 21.03	CHIPER TRUCK-WHITE PAIL
			\$ 19.92	CHIPPER TRUCK-GAS CAN
			\$ 182.63	SPRAYER TRAILER-GUN JET
			\$ 15.60	TOOL-SCREW DRIVER SET
			\$ 42.53	PW#23-REDUCER ADAPTOR
			\$ 65.63	TRUCK #32-ORCHARD LOPPER
			\$ 7.34	RODEO GROUNDS-WOOD SPADE
			\$ 12.20	CITY HALL-SUPER GLUE
			\$ 39.22	SHOP TOOL-HOLE SAW/TIES
			\$ 3.19	GROMMETS
			\$ 44.83	WOODN CHIPPER-NUT/WRENCH
			\$ 23.33	PARKS-PINESOL/9 VOLT
			\$ 153.94	CHIPPER TRAILER-COUPLER
			\$ 16.13	FD-TWIST NOZZLE/HOSE
Check Total:			\$ 1,147.33	
38917	10/10/2019	THOMASON TRACTOR COMPANY	\$ 72.54	CHAIN LOOP-PARKS
			\$ (2.27)	PARKS-CHAIN LOOP
			\$ (7.56)	PARKS-CHAIN LOOPS
			\$ 34.51	FD-MIX
Check Total:			\$ 97.22	
38918	10/10/2019	TORO PETROLEUM CORP.	\$ 1,520.12	RED LOW SULPHUR/CARB DIESEL
38919	10/10/2019	MARIA C. TORRES	\$ 150.00	A/F HALL CLEANING DEPOSIT
38920	10/10/2019	U.S. BANK EQUIPMENT FINAN	\$ 140.79	RNT/LEASE EQUIP
38921	10/10/2019	ALFRED VALDEZ	\$ 148.00	LEAGUE OF CITIES CONFERENCE
			\$ (148.00)	Ck# 038921 Reversed
Check Total:			\$ -	
38922	10/10/2019	VERIZON WIRELESS	\$ 38.01	BRADY'S TABLET INTERNET

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2019 - OCTOBER 31, 2019

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
38923	10/11/2019	BENJAMIN GALLEGOS	\$ 123.25	LEAGUE OF CITIES CONFERENCE
38924	10/11/2019	BRADY JENKINS	\$ 123.25	LEAGUE OF CITIES CONFERENCE
38925	10/11/2019	MARCIA SABLAN	\$ 123.25	LEAGUE OF CITIES CONFERENCE
38926	10/11/2019	ALFRED VALDEZ	\$ 123.25	LEAGUE OF CITIES CONFERENCE
38927	10/23/2019	CITY OF FIREBAUGH	\$ 97,099.19	PAYROLL ENDING 10/18/2019
38928	10/24/2019	11TH HOUR K9 RESCUE REHAB	\$ 300.00	POLICE DEPT K9 ADOPTION FEE
38929	10/24/2019	ACME ROTARY BROOM SERVICE	\$ 236.96	BLOWER FAN SEAL-SWEEPER
38930	10/24/2019	SYNCB/AMAZON	\$ 191.92	PD-OFFICE SUPPLIES
38931	10/24/2019	AT&T MOBILITY	\$ 807.48	CITYHALL/PW/COUNCIL CELLPHONE
Check Total:			\$ 1,364.49	
38932	10/24/2019	AT&T	\$ 750.09	ALL DEPTS INTERNET/TELEPHONE
38933	10/24/2019	BSK & ASSOCIATES, INC.	\$ 152.52	LAB ANALYSIS
			\$ 390.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 70.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 425.00	LAB ANALYSIS
			\$ 46.89	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 87.52	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 70.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 46.89	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 112.50	LAB ANALYSIS
			\$ 112.50	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 390.00	LAB ANALYSIS
			\$ 70.00	LAB ANALYSIS
Check Total:			\$ 2,443.90	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2019 - OCTOBER 31, 2019

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
38934	10/24/2019	ROSA BUENO	\$ 100.00	A/F HALL CLEANING DEPOSIT
38935	10/24/2019	CASCADE FIRE EQUIPMENT CO	\$ 405.72	FD-FRESH GEAR DISINFECTANT
38936	10/24/2019	CODED SYSTEMS CORPORATION	\$ 875.00	CODE SERVICES-ELECTRONIC
38937	10/24/2019	COMMUNITY MEDICAL CENTER	\$ 350.00	PD-SEPT2019 BLOOD DRAWS
38938	10/24/2019	CORBIN WILLITS SYSTEMS	\$ 1,051.58	ADMINISTRATION C/W SERVICE
38939	10/24/2019	CSJVRMA	\$ 60,423.00	2019/2020 2ND QTR DEPOSIT
38940	10/24/2019	CENTRAL VALLEY TOXICOLOGY	\$ 38.00	PD- ALCOHOL ANALYSIS
			\$ 78.00	PD-DRUG SCREENING TEST
Check Total:			\$ 116.00	
38941	10/24/2019	DEPT. OF TRANSPORTATION	\$ 376.36	SIGNALS & LIGHTING BILLIN
38942	10/24/2019	ECONOMI DEVELOPMENT	\$ 6,000.00	MEMBERSHIP FEES
38943	10/24/2019	FIRST BANKCARD	\$ 82.36	BEN-PETER PERKINS FLOWERS
			\$ 715.00	BEN-ICSC ROOM FREDDY VALDEZ
			\$ 715.00	BEN-ICSC ROOM FOR B. JENKINS
			\$ 101.20	BEN-ICSC LOS ANGELES DOWNTOWN
			\$ 15.05	BEN-ICSC UBER FEE
			\$ 34.26	BEN-CHEVRON ICSC CONFERENCE
			\$ 45.75	BEN-FIREBAUGH RESTAURANT
			\$ 47.00	BEN-ARCO ICSC CONFERENCE
			\$ 715.00	BEN-ISSC ROOM FOR BEN
			\$ 137.64	FD-AMAZON RADIO BATTERY
			\$ 139.64	FD-HOME DEPOT SCHLAGE KEY
			\$ 223.53	FD-OFFICE DEPOT COPY/USB
			\$ 15.07	FD-INTEREST CHARGES
			\$ 11.63	PD-ROSS CHARGER FOR CELLPHONE
			\$ 236.87	PD-SPYGLASS INN ROOM STAY
			\$ 236.87	PD-SPYGLASS INN ROOM
			\$ 16.67	PD-PEOPLEFACTS
			\$ 9.99	PD-DRIVERSUPPORTBILL.COM
			\$ 238.15	PD-CENTRAL VALLEY CONCRETE
			\$ 384.61	PD-NIMCO RED RIBBON ITEMS
			\$ 9.80	PD INTEREST CHARGES
			\$ 23.43	PIO-ADMIT ONE XMAS WRISTBAND
			\$ 47.51	PIO-CARBON LESS ON DEMAND
			\$ 160.00	PIO-SUBWAY SENIOR CENTER
Check Total:			\$ 4,362.03	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2019 - OCTOBER 31, 2019

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
38944	10/24/2019	FRESNO-MADERA AREA AGENCY	\$ 95.54	9/19 NON USDA QUALIFIED MEALS
38945	10/24/2019	ANGEL GONZALEZ	\$ 100.00	A/F HALL CLEANING DEPOSIT
38946	10/24/2019	GOODALL TRUCKING, INC.	\$ 1,511.65	BASE ROCK/ASPHALT MATERIAL
38947	10/24/2019	GOUVEIA ENGINEERING, INC.	\$ 412.13	775.09-1 GREYSTONE ESTATES
			\$ 3,559.84	785.28-1 GREYSTONE ESTATES
			\$ 3,537.50	705.09 FIREBAUGH VFW BUILDING
			\$ 3,740.00	730.08D CDBG SEWER LINE REPAIR
			\$ 301.25	740.12 HUD TANK
			\$ 567.00	745.01 STREETS GENERAL
			\$ 3,114.56	745.02D HWY 33 BEAUTIFICATION
			\$ 1,619.57	745.26D RABE,DIAZ,& REV KANTOR
			\$ 1,266.83	760.06C AIRPORT FENCE
			\$ 1,115.63	775.09-1 GREYSTONE ESTATES
			\$ 204.75	775.09-S GREYSTONE ESTATES
			\$ 341.25	775.10DELRIO-SANDOVAL PM
			\$ 307.13	775.11 WHCCD MAPING DOC
			\$ 10,556.26	780.02 CENCAL BUILDERS PERMITS
			\$ 1,720.61	780.03-1 GREYSTONE ESTATE
			\$ 3,696.31	785.03 WEST HILLS EXPANSION
			\$ 737.63	785.27 CENCAL SUBDIVISION
			\$ 493.50	795.15 HUD TANK SRF APPLICATION
			\$ 203.75	730.07 SRF WWTP IMPROVEMENT
			\$ 1,097.25	775.09-3 GREYSTONE ESTATES
Check Total:			\$ 38,592.75	
38948	10/24/2019	INTERGRATED DESIGNS BY	\$ 2,563.00	NEW PD STATION-ASBESTOS
			\$ 2,000.00	NEW PD STATION-SERVICES
Check Total:			\$ 4,563.00	
38949	10/24/2019	BRADY JENKINS	\$ 300.00	MONTHLY SALARY ATTENDANCE
38950	10/24/2019	KER WEST, INC. DBA	\$ 80.00	CUP#2019-01 CANNABIS BUSINESS
38951	10/24/2019	MADERA COUNTY ANIMAL SERV	\$ 100.00	2 DOGS EUTHANASIA
38952	10/24/2019	PIO MARTIN	\$ 98.50	2019 MUNICIPAL FINANCE FEE
38953	10/24/2019	NexGen K9	\$ 5,500.00	POLICE K9 HANDLERS COURSE
			\$ 517.27	POLICE K9 PROGRAM SUPPLIES
Check Total:			\$ 6,017.27	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2019 - OCTOBER 31, 2019

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
38954	10/24/2019	NORTHSTAR CHEMICAL	\$ 2,604.07	SODIUM HYPOCHLORITE
			\$ 2,156.86	SODIUM HYPOCHLORITE
Check Total:			\$ 4,760.93	
38955	10/24/2019	PACIFIC GAS & ELECTRIC	\$ 100.02	FIRE DEPT #3228327255-0
			\$ 71,856.19	ALL DEPTS #7355932148-1
			\$ 1,576.57	POND#10 TOMATEK
			\$ 1,466.55	PON#10 TOMA TEK
Check Total:			\$ 74,999.33	
38956	10/24/2019	CSG CONSULTANTS, INC.	\$ 3,132.00	HOUSE BUILDING SERVICES
			\$ 2,896.00	HOUSE BUILDING SERVICES
			\$ 728.89	BUILDING PLAN REVIEW SERVICE
Check Total:			\$ 6,756.89	
38957	10/24/2019	QUILL CORPORATION	\$ 543.81	CITY HALL-OFFICE SUPPLIES
38958	10/24/2019	RAIN FOR RENT	\$ 6,709.83	WELL#15 SERVICE
			\$ 100.65	WELL#15-CHARGES
			\$ 100.65	WELL#15-CHARGES
Check Total:			\$ 6,911.13	
38959	10/24/2019	JANNET ROBISON	\$ 214.42	REFUND CHRISTMAS SUPPLIES
38960	10/24/2019	ROLFE CONSTRUCTION COMPAN	\$ 85,473.00	SENIOR CTR PARKING LOT
38961	10/24/2019	RSG, INC.	\$ 977.50	19/20 SUCCESSOR AGENCY
38962	10/24/2019	SPARKLETTTS	\$ 62.78	PW/CITY HALL/PD/SENIOR CENTER
38963	10/24/2019	TELSTAR	\$ 830.25	WELL11-SERVICES
38964	10/24/2019	TIFCO INDUSTRIES	\$ 404.00	FLAT WASHER/CLAMP/PIN
38965	10/24/2019	JIMMY TORRES	\$ 150.00	DUNKLE PARK ENCLOSED AREA
38966	10/24/2019	UNITED RENTALS (NORTH AME	\$ 2,316.63	GENERATOR 70-84 KVA
38967	10/24/2019	UNITY IT	\$ 29.75	PD-REMOTE TECHNICIAN SERVICE
38968	10/24/2019	ALFRED VALDEZ	\$ 300.00	MONTHLY SALARY ATTENDANCE
38969	10/24/2019	WEST SIDE DRUG STORE	\$ 12.48	PD-NEW PHONE EQUIPMENT

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2019 - OCTOBER 31, 2019

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
38970	10/24/2019	ZEE MEDICAL SERVICE CO.	\$ 134.44	PUBLIC WORKS MEDICAL SUPPLY
			\$ 69.85	CITY HALL MEDICAL SUPPLIES
			\$ 30.85	PD MEDICAL SUPPLIES
		Check Total:	\$ 235.14	

FIREBAUGH CITY COUNCIL

STAFF REPORT

Date: November 18, 2019
To: Firebaugh City Council
From: Karl Schoettler, Planning Consultant
Subject: Amendment to Tract 6252 (Cen Cal Builders Project (Del Rio Place))

Summary/Recommendation

The applicant is requesting approval to amend the design of a previously-approved subdivision map located on the east side of State Highway 33 at Lyon Avenue. The amendment is intended to accommodate an existing power line that crosses the site. The number of lots has been changed and a small park space added to accommodate the power line. The road layout remains unchanged.

The Planning Commission considered the amendment at their meeting on October 15 and voted to recommend approval of the request.

Discussion/Analysis

The applicant is seeking approval to amend the design for the Del Rio Place subdivision. The subdivision was approved earlier this year to create 42 lots on 9.9 acres situated on the northeast side of State Highway 33, west of Lyon Avenue (see Map 1).

The amendment is intended to provide space for an existing PG&E power line that crosses the site. The original subdivision design provided for the line to be rerouted by the developer around the site (up the east side of Highway 33 and then along the north side of the subdivision). In discussions, the applicant has indicated that PG&E was requiring a large easement and would require two years to review and approve the design.

With this impasse, the applicant has redesigned the subdivision to allow the line to remain in place. The revised design reduces the map from 42 residential lots to 33 lots (see Exhibit 1). The design also proposes a small park in a portion of the site, to allow the power line to pass through, away from homes. In other areas the lots have been expanded to allow for the line to cross overhead, while still allowing room for construction of a house by the developer. There are four lots of this type. Three other lots will have the easement encroach into them, though to a much smaller degree.

Map 1: Location Map



The small park will contain approximately 23,450 square feet (1/2 acre) and will connect to both Avenue "C" and Avenue "B" within the subdivision. As a result of the park, one residential lot (Lot 20) will be separated from the remaining lots on this block.

The design is very unusual and normally would not be a preferred design approach. The preferred design would be to route the power line around the development (as was originally intended) not through the subdivision. Staff concerns include the power line crossing residential lots, and the unconventional park layout, with the power line running through it.

Lots 3, 4, 13 and 14 will have power lines crossing each parcel – construction of structures, swimming pools and planting trees will be prohibited on portions of those lots within the easement. Residents in the future may not be aware that an easement prevents building on portions of their lots and may begin to put up sheds or request approval for construction of swimming pools, for example. City personnel will likely have changed and not be aware of such easements.

Lot 20 is proposed at the corner of the park will be "cut off" from the remaining lots by the park.

Planning Commission Review

The Planning Commission considered this request at their meeting on October 15 and voted unanimously to recommend approval of the subdivision amendment. They did include requirements that had been recommended by staff to ensure the proposed park is safe and well-maintained, including:

- Lots abutting the park shall have solid masonry walls on those property lines that abut the park. The exterior surface of these walls shall be planted with climbing vines for beautification and graffiti prevention.
- The park will be improved with turf, groundcover and shrubs. Trees shall be planted outside of the power line easement. All park improvements shall be installed prior to the start of the final ten homes in the subdivision.
- A paved curvilinear walking path (five feet wide) shall be installed through the park, connecting Avenue B to Avenue C
- Decorative light fixtures (similar to street light fixtures required in the subdivision) shall be installed to illuminate the park, at locations directed by the Police Chief.

Environmental Review

Staff has reviewed the environmental assessment that was done for the original subdivision design and found that its findings are still valid if an amendment to the design is approved, and the Mitigated Negative Declaration that was adopted for the project would remain in force.

RESOLUTION NO. 19-58

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING
AN AMENDMENT TO TENTATIVE SUBDIVISION MAP 2018-01
(CEN CAL BUILDERS (DEL RIO PLACE))**

WHEREAS, a request was submitted by Cen Cal Builders, 3497 E. International Avenue, Clovis, CA 93619 for amendments to a Tentative Subdivision Map previously approved by the City of Firebaugh in February of 2019, and

WHEREAS, the subdivision as originally approved includes 42 single family residential lots zoned R-1-5, and

WHEREAS, the subdivision also called for the applicant to relocate an existing PG&E power line that traverses the site, and

WHEREAS, upon investigating the issue further the applicant believes it is not feasible to relocate the power line (in terms of cost and time), therefore the applicant has redesigned the subdivision to leave the line in place (with an easement) by reducing the number of lots and establishing a recreational open space area within the subdivision, and

WHEREAS, the amended subdivision design retains the street pattern previously approved but has reduced the number of lots to 33 single family residential lots and a park containing 23,450 square feet, and

WHEREAS, the site will remain zoned R-1-5 (Single Family Residential (5,000 s.f. minimum lot size)). All lots are larger than 5,000 square feet, and

WHEREAS, the Planning Commission conducted a public hearing on October 15, 2019 to consider this request and voted to recommend approval of the map amendment, and

WHEREAS, property owners within 300 feet of the subject site were notified of the meeting and a public hearing notice was published ten (10) days prior to the City Council's meeting, and

WHEREAS, the Planning Department has prepared a staff report and environmental finding, and

WHEREAS, the City Council held a public hearing on the proposed Tentative Subdivision Map and accepted testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented, determined the following findings were relevant in evaluating this project:

1. The project is consistent with the Firebaugh General Plan, as amended.
2. The original environmental analysis conducted for the project (consistent with CEQA (California Environmental Quality Act) has been reviewed and found to be valid. The Mitigated Negative Declaration adopted for the project will remain in force.

3. The subdivision design is consistent with standards of the Firebaugh Zoning Ordinance, Firebaugh Subdivision Ordinance and Firebaugh Improvements Manual.

4. The project will not have an adverse impact on the health, safety and welfare of residents in the neighborhood or community.

NOW, THEREFORE BE IT RESOLVED THAT the amendment to Tentative Subdivision Map 2018-01, as shown in Exhibit 1 and on file with the City of Firebaugh, is approved subject to the following conditions:

1. All minimum conditions of subdivision approval in the Subdivision Ordinance are included by reference.
2. The final map shall comply with all provisions of the Subdivision Map Act.
3. A final map shall be prepared by a California licensed land surveyor or registered civil engineer and be filed for City Council approval within 24 months from the approval of the tentative subdivision map by the City Council.
4. Prior to approval of the Final Map and recording thereof, subdivider shall:
 - a. Construct all public improvements or provide the required surety for the construction thereof for acceptance by the City Council.
 - b. All necessary dedications for rights of way and easements shall be provided to the City of Firebaugh, public utility companies, and other affected agencies.
5. Prior to approval of the Final Map, improvement plans for streets, utilities, drainage facilities, survey monuments, grading, and erosion control shall be submitted for the City Engineer's approval.
6. Public improvements shall conform to the latest edition of the City of Firebaugh Improvement Standards and any modifications thereto approved by the City Engineer in place at the time of construction. Improvements shall conform to other City adopted documents including the General Plan, Water Master Plan, Sewer Master Plan and Storm Water Master Plan. The work shall comply with all applicable State, Federal, and local laws and regulations.
7. A soils report prepared by a California registered geotechnical engineer shall be submitted to the City Engineer as part of the improvement plans. The soils report shall include recommendations for the structural sections for streets, excavation, compaction, clearing, and grubbing requirements.
8. Prior to approval of the improvement plans, subdivider shall prepare a Storm Water Pollution Prevention Plan (SWPPP) pursuant to the California Water Resources Control Board Order No. 2009-0009-DWQ, NPDES No. CA000002 for construction activities.
9. Prior to approval of the improvement plans, subdivider shall prepare a Dust Control Plan (DCP) and file the Plan with the San Joaquin Valley Air Pollution Control District for approval of construction activities for the project if required.

10. Prior to the issuance of any grading and encroachment permits, subdivider shall pay the permit fee, plan check and inspection fees, and furnish improvement securities pursuant to the City's improvement standards, municipal code, and ordinances. Improvement securities will be in accordance with standard set for in the California Subdivision Map Act and the City's Municipal Code.
11. Prior to the issuance of a building permit, subdivider shall pay all development impact fees as specified and pursuant to the City's municipal code, ordinances, and resolutions. The fee assessment shall include all applicable fees for Municipal Facilities, Police, Fire Protection, Streets and Bridges, Water, Domestic Wastewater, Storm Drainage, and Parks. Fees shall be paid at the time of the issuance of each permit.
12. The single and multifamily residential parcels shall be annexed to the any applicable Landscape and Lighting Maintenance District and Community Facilities District for the City of Firebaugh for all required and applicable assessments, or, at the City's discretion, subdivider will agree to form a new landscape and lighting maintenance district and/or community facilities district for the parcels.
13. Subdivider shall construct a perimeter CMU-block wall along the street frontages of Diaz Avenue and along SR-33 to extend the length of the property lines for the proposed project(s). The area between the wall and public sidewalk shall have a landscape buffer at least ten feet wide, landscaped with an appropriate combination of shrubs, ground cover and shade trees, approved by the City Planner.
14. Provide utility services to each lot including electric power, gas, telephone, and cable television.
15. Construct all proposed utilities underground within the street rights of way or public utility easement. Existing overhead utilities within the proposed parcels shall be undergrounded within the street right of way or easement and all poles shall be removed.
16. The rights of way and easements shown on the Tentative Map shall be preliminary until they are reviewed and approved by Caltrans and the City of Firebaugh.
17. Caltrans approvals and permits shall be obtained as follows:
 - a. All improvements within the Caltrans right-of-way shall conform to Caltrans Standards and shall be reviewed and approved by Caltrans.
 - b. Applicant shall obtain Caltrans encroachment permit for all work within the Caltrans right of way.
 - c. Applicant shall enter into an agreement to make improvements and pay impact fees to Caltrans per the Caltrans letter dated October 16, 2018 on file with the City.

Subdivision Public Improvements

Streets

18. Dedicate rights of way and public utility/pedestrian easements for North Lyon Avenue, Avenue "A", Avenue "B" & Avenue "C" and construct street improvements pursuant to Local street standards for the City of Firebaugh or as approved by the City Engineer.
19. Roadway improvements shall include, but not be limited to, pavement section, curb, gutter, sidewalk, curb ramps, driveways, cul-de-sacs, street lighting, landscaping, signage, and striping and shall conform to the City's Improvement Standards.
20. Dedicate right of way and public utility/pedestrian easement for Diaz Avenue and construct street improvements pursuant to Collector street standards for the City of Firebaugh or as approved by the City Engineer. Subdivider shall dedicate the right of way and easement for the south half of Diaz Avenue and shall construct street improvements for 2/3 of the street including, but not limited to, the pavement section, curb, gutter, sidewalk, curb ramps, street lighting, landscaping, signage, and striping pursuant to the City's Improvement Standards.
21. Dedicate right of way and construct street frontage improvements for State Route 33 as required by Caltrans and the City of Firebaugh.
22. Construct a second ingress/egress for the proposed subdivision connecting to the required Diaz Avenue street improvements.
23. Install traffic control improvements for the intersections of Diaz Avenue and State Route 33 and N Lyon Avenue and State Route 33 as required to accommodate existing traffic plus project plus buildout. Subdivider shall prepare a traffic impact analysis for the proposed project to determine the required traffic control improvements for these intersections.
24. The knuckles as shown on the Tentative Map are not acceptable. Construct street knuckles to the dimensions and curve lines as required per the City's Improvement Standards.
25. Design avenues and right-of-way property lines so that the turn radius will accommodate the appropriate design vehicle. Review vehicular turn radius especially at the end of North Lyon Ave., and at intersections of N. Lyon Ave. and Avenue "A" and Avenue to Avenue "C". Refer to City of Firebaugh Improvement Standards Section 3.

Water System

26. Construct water mains, fire hydrants, blowoffs, sampling stations, and lateral connections as necessary to serve each lot.
27. Water services shall be sized to meet domestic and fire protection demands and shall include shutoff valves, corporation stops, and water meters. Subdivider shall incorporate water recirculation for residential sprinkler system at the water service or onsite plumbing.
28. Construct minimum 6-inch water mains on City streets and looped as needed to support the proposed development plan and as approved by the City Engineer. Pipe sizes greater than the minimum shall be determined from hydraulic calculations and/or modeling studies, consistent with the existing network grid, fire demand and service demand, or as recommended from the Water Master Plan.

29. Construct and/or extend water mains on State Route 33, North Lyon Avenue, Avenue "A", Avenue "B", Avenue "C", and Diaz Avenue.
30. Connect to the existing water main on State Route 33 and to the existing water main on the proposed North Lyon Avenue alignment to create an overall loop for the subdivision.

Sewer System

31. Construct sewer lines, lift stations, manholes, and lateral connections as necessary to serve each lot. Convey sanitary wastewater via a gravity flow system unless a lift station is required at points of connection due to topography restrictions.
32. Lateral connections shall include cleanouts and other required components per the City's Improvement Standards.
33. Construct minimum 8-inch sewer mains on City streets unless approved otherwise by the City Engineer. Pipe sizes greater than the minimum shall be determined from hydraulic calculations and/or modeling studies, consistent with the existing network grid, or as recommended from the Sewer Master Plan.
34. Construct and/or extend sewer mains on State Route 33, North Lyon Avenue, Avenue "A", Avenue "B", Avenue "C", and Diaz Avenue.
35. Convey all sewer flows from the proposed development to the City's existing Del Rio Pump Station #1 or to the existing 6" gravity main on State Route 33. Subdivider shall upgrade the existing lift station or gravity main to handle the additional sewer flows from the development or shall demonstrate these facilities have adequate capacity to handle the existing plus project flows.
36. The sewer flows from the proposed development would be conveyed by the City's existing Del Rio Pump Station #2 to the City's Wastewater Treatment Facility. Subdivider shall upgrade the existing Station #2 and the existing 4" force main between Cordel Avenue and Valle De Paz Avenue to handle the additional sewer flows from the development or shall demonstrate these facilities have adequate capacity to handle the existing plus project flows.

Storm Drainage

37. Construct storm drain lines, manholes, drain inlets, catch basins, detention basins, outfalls, lift stations, and lateral connections as necessary to serve each lot.
38. Construct storm sewers on City streets as determined from hydraulic calculations and/or modeling studies, consistent with the existing network grid, or as recommended from the

Storm Drain Master Plan.

39. All runoff from City streets shall be contained within the public rights of way or easements and conveyed to existing City storm drain basin located north and adjacent to the project site. The project's storm water shall be conveyed to the existing basin site using a new gravity main or via a new lift station and force main. Provide calculations and complete earthwork excavation at the existing basin as required to accommodate the additional storm water volume from the project site or demonstrate that this facility has the adequate capacity to handle the existing plus project flows.

Fire Department

40. The project shall comply with requirements of the Fire Department, including installation of fire hydrants and no-parking areas, at locations directed by the Fire Chief

Planning

41. The front yards and street side yards of all lots within the subdivision shall be landscaped prior to occupancy. Conceptual plans for the landscaping shall be submitted prior to approval of a building permit, and the landscaping shall be installed prior to approval of occupancy for a lot.
42. Street trees (of species to be approved by the City Planner) shall be planted within the parkway in front of each lot within the subdivision at a spacing of approximately every 25 feet. A street tree-planting plan shall be approved as part of the improvement plans for the subdivision.
43. Street lights on local streets shall be a decorative antique style as approved by the City Planner and City Engineer (similar to those established within the Valle Del Sol subdivision).
44. The location of gang mailboxes shall be shown on the improvement plans and shall be subject to approval by the Firebaugh Postmaster. If possible, gang mailboxes shall be situated against landscaping, including shrubs.
45. Fence setbacks on corner lots. Fences on the street side yard of corner lots shall be set back at least five feet behind the sidewalk. The intervening area shall be landscaped with an appropriate combination of groundcover and shrubbery. Climbing vines shall be trained onto the exterior fence surface for graffiti prevention and beautification.
46. The applicant shall prepare an acoustical analysis to identify measures to reduce noise generated by aircraft operations at Firebaugh Municipal Airport, traffic on Highway 33, as well as the railroad. Appropriate noise-reducing measures identified in the study shall be incorporated into the project design and construction.
47. Street sign poles. Support poles for street signs and all other traffic control signs shall be painted gloss black.
48. A landscaping and irrigation plan for the proposed park shall be prepared by the applicant and submitted to review and approval by the City, prior to installation of improvements. Park improvements shall be bonded in a form agreed to by the City Attorney. Park improvements shall be installed prior to the commencement of the final ten homes in the subdivision. The proposed park shall be improved to include turf, groundcover, shrubs and trees. A concrete walkway at least five feet wide shall be installed through the park, connecting Avenue "B" to Avenue "C". Decorative light fixtures shall be installed at locations approved by the Police Chief.
49. Walls on property lines of residential lots (Lot 20, 21, 22 and 19) abutting the park shall be of concrete masonry construction. The exterior surface of such walls shall be planted with climbing vines (e.g. creeping fig) for beautification and graffiti prevention.

50. Environmental Mitigation

Measures identified on the Mitigated Negative Declaration are required, as follows:

1. Greenhouse Gas Emissions

The project shall demonstrate compliance with the applicable BPS (Best Practical Solutions) strategies to the Planning Division prior to the issuance of a building permit. The following PBS strategies are considered to be applicable, feasible, and effective in reducing greenhouse gas emissions generated by development on the site:

- a. The project applicant shall provide a pedestrian access network that internally links all residential units and connects to the existing surrounding external streets and pedestrian facilities.
- b. The project applicant shall ensure site design and building placement minimize barriers to pedestrian access and interconnectivity. Physical barriers such as wells, berms, landscaping, and slopes between residential uses that impede bicycle or pedestrian circulation shall be eliminated. In addition, barriers to pedestrian access of neighboring facilities and sites shall be minimized.
- c. Any transit stops associated with the project shall be provided with safe and convenient bicycle/pedestrian access and provide essential transit stop improvements (i.e., shelters, route information, benches, and lighting).
- d. The project applicant shall install energy efficient roofing materials.
- e. The project applicant shall incorporate bike lanes and routes into the street system.
- f. The project applicant shall plant trees to provide shade.
- g. The project applicant shall install only natural gas or electric stoves in residences. The project applicant shall install energy efficient heating and cooling systems, appliances and equipment, and control systems.
- h. Require truck idling to be restricted during construction and operational phases of the project. During construction, the site shall be posted with signs that restrict truck idling to fifteen minutes or less.
- i. Reuse and recycle construction and demolition waste;
- j. Use low or zero-emission vehicles where practical, including construction vehicles;
- k. Conservative use of both potable and non-potable water to the maximum extent practicable;
- l. Use graywater where practical. (Graywater is untreated household waste water from bathtubs, showers, bathroom wash facilities, and water from washing machines).

Time Frame: Prior to and during construction

Responsible Party: Project contractor, Building Official and City Planner

2. Hydrology and Water Quality

- a. Water hoses used during construction shall be equipped with automatic shut-off (e.g. spray gun),
- b. Landscaping shall feature drought-tolerant species, and irrigation shall be a low-flow drip (or equivalent) automatic system with soil moisture and rain shut-off sensors. Landscaping and irrigation plans shall be submitted for review and approval by the City Planner, prior to installation.

Time Frame: Prior to construction

Responsible Party: Project Contractor and Building Official

3. Noise

- a. Noise-generating construction activities at the site shall be limited to daylight hours, Monday through Saturdays.
- b. The applicant shall incorporate noise-reducing materials within dwellings to mitigate noise generated by traffic on Highway 33, railroad traffic, as well as aircraft operations at Firebaugh Municipal Airport.

Time Frame: During construction

Responsible Party: Project Contractor and Building Official

4. Transportation/Traffic

- a. The project will comply with Caltrans requirements for improvements along the project frontage along State Highway 33, including payment of fair share costs for impacts on State Highway facilities.

Time Frame: During Construction

Responsible Party: Project contractor and Caltrans

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 18th day of November, 2019, by the following vote:

AYES:	Council Member(s)
NOES:	Council Member(s)
ABSENT:	Council Member(s)
ABSTAIN:	Council Member(s)

APPROVED:

ATTEST:

Marcia Sablan, Mayor

Rita Lozano, Deputy City Clerk

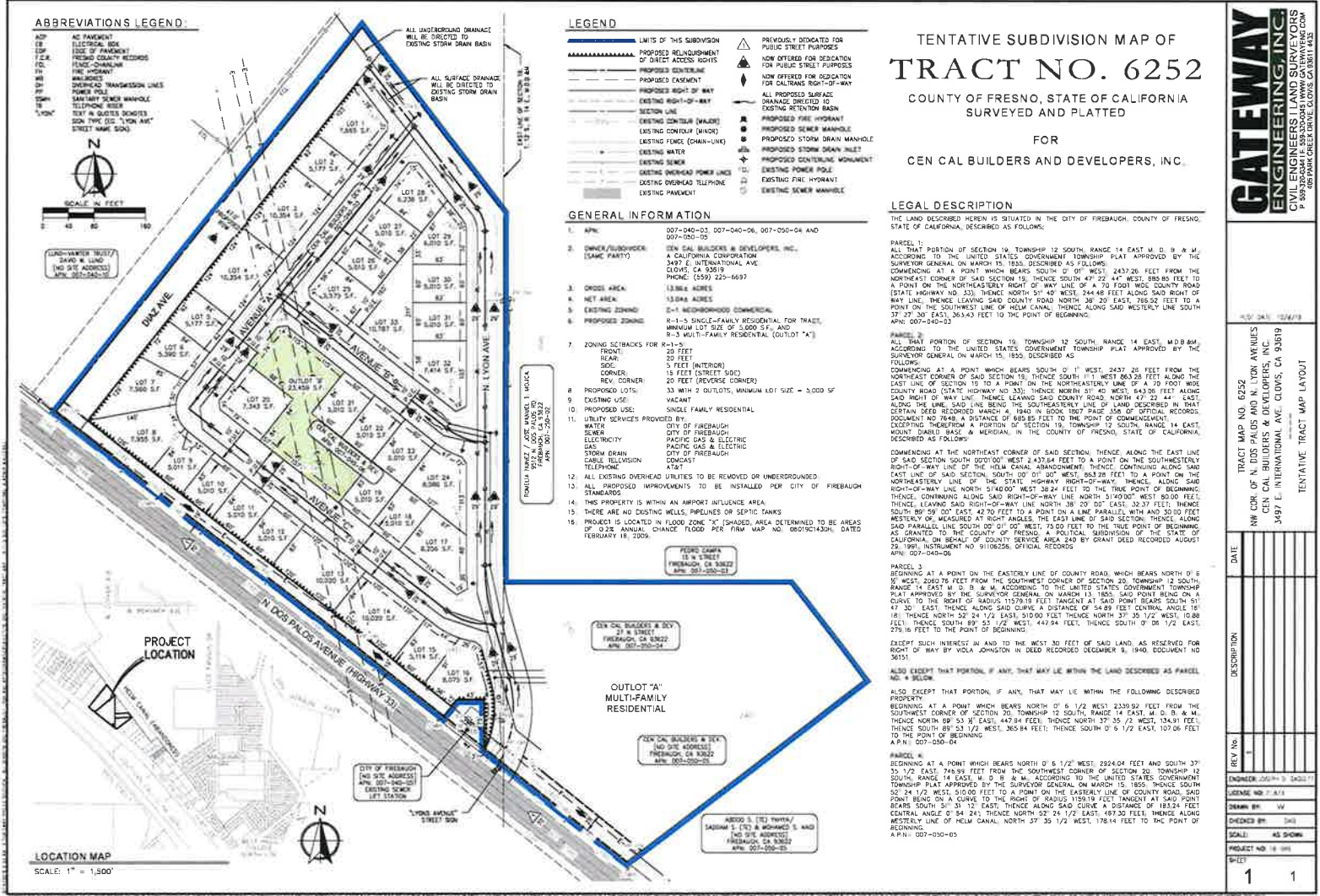


Exhibit 1: Amendment to Tentative Subdivision Map 2018-01



STAFF REPORT

TO: Firebaugh City Council
FROM: James Sanchez, City Attorney
DATE: November 18, 2019
SUBJECT: Second Amendment to City Manager Employment Agreement – Benjamin Gallegos

DISCUSSION

On November 20, 2017, the City Council adopted Resolution No. 17-49, which approved the appointment of Benjamin Gallegos to the positions of City Manager and Acting Public Works Director. Exhibit "A" to Resolution No. 17-49 ("Agreement") sets forth the terms and conditions of Mr. Gallegos' employment. On February 4, 2019, Council adopted Resolution 19-12 to amend Mr. Gallegos' Agreement.

Mr. Gallegos is currently serving in the positions of City Manager and Acting Public Works Director. The City Council recently met in closed session and conducted a thorough annual performance evaluation of Mr. Gallegos, providing him with a positive performance evaluation. Following the evaluation, the City Council directed the City Attorney to amend the Agreement to increase the City Manager's compensation. The proposed amendment provides that Mr. Gallegos will receive a 5% salary increase to \$136,500.00 and a lump sum payment of \$ 3,250 reflective of a six month's payment of the percentage increase.

RECOMMENDATION

Consider adoption of Resolution Approving Second Amendment to Employment Agreement for Benjamin Gallegos.

FISCAL IMPACT

The Agreement provides for a 5% increase of annual base salary of \$130,000 from the effective date of Agreement and a lump sum payment of \$ 3,250. Mr. Gallegos is eligible for annual 5% salary raises based upon satisfactory annual evaluations as well as certification and longevity pay available to other City employees.

Presently, there is sufficient funding available for the increase in the current budget and the expense will be accounted for in the Budget for the General Fund.

ATTACHMENTS

1. Resolution No. 17-49
2. Resolution No. 19-12 - Approving Amendment to Employment Agreement for Benjamin Gallegos to Extend Term of Employment
3. Amendment to Employment Agreement: Benjamin Gallegos - to Extend Term of Employment (Exhibit "A" to Resolution No. 17-49)
4. Resolution No.19-59 Approving Second Amendment to Employment Agreement: Benjamin Gallegos.
5. Second Amendment to Employment Agreement: Benjamin Gallegos.

RESOLUTION NO. 17-49

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

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

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

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

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

* * * * *

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

AYES: Council Member(s) Lopez, Sablan, Valdez, Perez, Jenkins

NOES: Council Member(s)

ABSENT: Council Member(s)

ABSTAIN: Council Member(s)

APPROVED:


Brady Jenkins
Mayor

ATTEST:


Rita Lozano
Deputy City Clerk

Approved as to Legal Form:

CITY ATTORNEY

By 
Meggan Boranian

EMPLOYMENT AGREEMENT

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

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

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

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

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

Section 1. DUTIES

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

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

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

Section 2. COMPENSATION AND TERM OF SERVICE

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

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

C. **Severance Benefits.** If the employment of EMPLOYEE ends the fourth or fifth year of this Agreement (during the two years following EMPLOYEE exercising his option to continue his employment solely in the position of City Manager), pursuant to an involuntary separation from employment, EMPLOYEE shall receive an aggregate severance payment in the amount of three (3) times the total monthly value of base

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

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

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

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

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

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

Section 3. SUPPLEMENTAL BENEFITS

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

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

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

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

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

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

Full coverage of premiums for EMPLOYEE and family.

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

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

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

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

Section 4. GENERAL PROVISIONS

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

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

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

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

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

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

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

For CITY:


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

For EMPLOYEE:

Benjamin Gallegos
619 Diaz Street
Firebaugh, CA 93622

Dated this 20th day of November, 2017

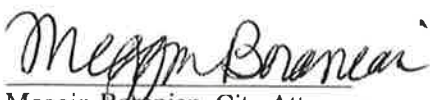
CITY OF FIREBAUGH

BY: 
Brady Jenkins, Mayor

EMPLOYEE

By: 
Ben Gallegos

Approved as to Legal Form:


Meggin Boranian, City Attorney

RESOLUTION NO. 19-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING
AMENDMENT TO EMPLOYMENT AGREEMENT FOR BENJAMIN GALLEGOS TO
EXTEND TERM OF EMPLOYMENT**

WHEREAS, the City Council of the City of Firebaugh adopted Resolution No. 17-49 which approved an Employment Agreement appointing Benjamin Gallegos to serve as the City Manager and Acting Public Works Director, effective November 6, 2017; and

WHEREAS, Benjamin Gallegos is currently serving in the positions of City Manager and Acting Public Works Director and has received a positive annual performance evaluation dated January 22, 2019; and

WHEREAS, Benjamin Gallegos and the City Council of the City of Firebaugh now desire to amend the terms of the Employment Agreement such that Benjamin Gallegos shall have an additional term of employment through November 6, 2022 as City Manager and Acting Public Works Director, with an option of an additional two (2) years solely in the position of City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA that the City of Firebaugh hereby approves and extends the term of Benjamin Gallegos' employment according to the terms set forth in the attached Amendment to Employment Agreement with Benjamin Gallegos, effective February 4th, 2019, which is attached and incorporated herein by this reference.

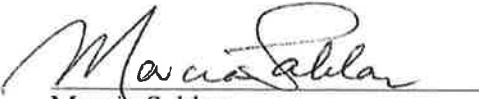
* * * * *

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 4th day of February, 2019, by the following vote:

AYES: Council Member(s) Valdez, Jenkins, Perez, Lopez, Sablan
NOES: Council Member(s)
ABSENT: Council Member(s)
ABSTAIN: Council Member(s)

APPROVED:

ATTEST:



Marcia Sablan
Mayor



Rita Lozano
Deputy City Clerk

Approved as to Legal Form:

EMPLOYEE:

CITY ATTORNEY

By 

James Sanchez

By 

Benjamin Gallegos

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AMENDMENT TO EMPLOYMENT AGREEMENT: BENJAMIN GALLEGOS
TO EXTEND TERM OF EMPLOYMENT
(Exhibit "A" to Resolution No. 17-49)

THIS FIRST AMENDMENT to Exhibit "A" of Resolution No. 17-49 ("Employment Agreement") is made and entered into as of the 4th day of February, 2019, by and between the CITY OF FIREBAUGH, a political subdivision of the State of California ("CITY"), and BENJAMIN GALLEGOS, an individual ("EMPLOYEE," collectively "PARTIES").

RECITALS

- A. The CITY employs EMPLOYEE as the City Manager and Acting Public Works Director pursuant to the terms of Exhibit "A" to Resolution No. 17-49, approved and adopted at a regular meeting of the City Council on November 20, 2017.
- B. EMPLOYEE received a positive annual performance evaluation dated January 22, 2019.
- C. The PARTIES now desire to amend the terms of the Employment Agreement, as set forth below. In all other aspects, the Employment Agreement shall remain in full force and effect.
- D. The CITY, through its labor negotiator, has negotiated with EMPLOYEE to amend the Employment Agreement.

AMENDMENT

- 1. Subsection B, "Term of Employment" of Section 2, "Compensation and Term of Service" of the Employment Agreement is amended to read as follows:

"B. **TERM OF EMPLOYMENT.** Employment under this Agreement shall continue at will, except as otherwise provided herein. EMPLOYEE shall have an additional term through November 6, 2022 as City Manager and Acting Public Works Director. EMPLOYEE shall have the option of continuing an additional two (2) years solely in the position of City Manager. At any time until November 6, 2022, either party may give notice in writing that EMPLOYEE will no longer be employed as City Manager and/or Acting Public Works Director. In the event either party provides notice in writing that EMPLOYEE will no longer be employed as City Manager, EMPLOYEE shall return to the position of Public Works Director and continue to receive the annual pay and benefits applicable to the Public Works Director position."

- 2. Subsection C, "Severance Benefits" of Section 2 "Compensation and Term of Service" of the Employment Agreement is amended to read as follows:

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

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

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

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

3. In all other respects, the Employment Agreement adopted and approved by the City Council on November 20, 2017 through Resolution No. 17-49 shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF FIREBAUGH

By Marcia Sablan
Marcia Sablan, Mayor

EMPLOYEE

By Benjamin Gallegos
Benjamin Gallegos

APPROVED AS TO LEGAL FORM:

By James Sanchez
James Sanchez, City Attorney

ATTEST:

By Rita Lozano
Rita Lozano, City Clerk

RESOLUTION NO. 19-59

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING SECOND AMENDMENT TO EMPLOYMENT AGREEMENT FOR
BENJAMIN GALLEGOS**

WHEREAS, the City Council of the City of Firebaugh adopted Resolution No. 17-49 which approved an Employment Agreement appointing Benjamin Gallegos to serve as the City Manager and Acting Public Works Director, effective November 6, 2017; and

WHEREAS, the City Council adopted Resolution No. 19-12, which approved an Amendment to Employment Agreement for Benjamin Gallegos on February 4, 2019; and

WHEREAS, Benjamin Gallegos is currently serving in the positions of City Manager and Acting Public Works Director and has received a positive annual performance evaluation dated January 22, 2019 and November 4, 2019; and

WHEREAS, Benjamin Gallegos and the City Council of the City of Firebaugh now desire to amend the terms of the Employment Agreement such that Benjamin Gallegos shall have an increase of 5% to his base annual salary of \$130,000.00 for a total of \$136,500.00. In addition EMPLOYEE shall receive a one-time payment of \$3,200.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA that the City of Firebaugh hereby approves the terms set forth in the attached Second Amendment to Employment Agreement with Benjamin Gallegos, effective _____, 2019, which is attached and incorporated herein by this reference.

* * * * *

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 18th day of November, 2019, by the following vote:

AYES: Council Member(s)
NOES: Council Member(s)
ABSENT: Council Member(s)
ABSTAIN: Council Member(s)

APPROVED:

ATTEST:

Marcia Sablan
Mayor

Rita Lozano
Deputy City Clerk

Approved as to Legal Form:

CITY ATTORNEY

EMPLOYEE:

By: _____
James Sanchez

By: _____
Benjamin Gallegos

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT:
BENJAMIN GALLEGOS

THIS SECOND AMENDMENT to Exhibit "A" of Resolution Nos. 17-49 and 19-12 ("Employment Agreements") is made and entered into as of the ____ day of _____, 2019, by and between the CITY OF FIREBAUGH, a political subdivision of the State of California ("CITY"), and BENJAMIN GALLEGOS, an individual ("EMPLOYEE," collectively "PARTIES").

RECITALS

A. The CITY employs EMPLOYEE as the City Manager and Acting Public Works Director pursuant to the terms of Exhibit "A" to Resolution No. 17-49, approved and adopted at a regular meeting of the City Council on November 20, 2017 and amended on February 4, 2019 by Resolution No. 19-12.

B. EMPLOYEE received a positive annual performance evaluation dated January 22, 2019 and again on November 4, 2019.

C. The PARTIES now desire to amend the terms of the Employment Agreement, as set forth below. In all other aspects, the Employment Agreement shall remain in full force and effect.

D. The CITY, through its labor negotiator, has negotiated with EMPLOYEE to amend the Employment Agreement.

AMENDMENT

1. Subsection A, "Compensation" of Section 2, of the Employment Agreement is amended to read as follows:

"A. Compensation. EMPLOYEE's base salary shall be in the amount of \$136,500.00 per year from and after the effective employment date written above. EMPLOYEE will also receive a one-time payment of \$3,250. EMPLOYEE will be evaluated annually at anniversary date of employment and shall be eligible for a 5% raise upon a satisfactory annual evaluation. However, the Council may evaluate EMPLOYEE more frequently providing a majority of the Council wish to do so."

2. In all other respects, the Employment Agreement adopted and approved by the City Council on November 20, 2017 through Resolution No. 17-49 and by Resolution No. 19-12, shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF FIREBAUGH

EMPLOYEE

By _____
Marcia Sablan, Mayor

By _____
Benjamin Gallegos

APPROVED AS TO LEGAL FORM:

By _____
James Sanchez, City Attorney

ATTEST:

By _____
Rita Lozano, City Clerk