

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No. 20/03-16

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: March 16, 2020/6:00 p.m.

CALL TO ORDER

ROLL CALL

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

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

CONSENT CALENDAR

Items listed on the calendar are considered routine and are acted upon by one motion unless any Council member requests separate action. Typical items include minutes, claims, adoption of ordinances previously introduced and discussed, execution of agreements and other similar items.

1. APPROVAL OF MINUTES – The City Council regular meeting on March 2, 2020.
2. WARRANT REGISTER – Period starting February 1, and ending on February 29, 2020.

February 2020	General Warrants	#39344 - #39469	\$ 630,175.81
	Payroll Warrants	#71223 - #71241	\$ 226,044.87
TOTAL			\$ 856,220.68

PUBLIC HEARING

3. RESOLUTION 20-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADOPTING A NOTICE OF EXEMPTION FOR GENERAL PLAN AMENDMENT/ZONE CHANGE 2019-04.

Recommended Action:

Council receives public comment & approves Res. No. 20-09.

4. RESOLUTION 20-10 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING GENERAL PLAN AMENDMENT 2019-04 (CAMP A).

Recommended Action: Council receives public comment & approves Res. No. 20-10.

5. ORDINANCE NO. 20-01 - AN ORDINANCE OF THE CITY OF FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA, AMENDING ORDINANCE NO. 359, OF THE CITY OF FIREBAUGH, RELATING TO THE CLASSIFICATION OF THE ZONE OF PARTICULAR PARCELS OF REAL PROPERTY – FIRST READING.

Recommended Action: Council receives public comment & waives the first reading.

6. ORDINANCE NO. 20-02 - AN ORDINANCE OF THE CITY OF FIREBAUGH AMENDING SECTION 15-1.6 OF CHAPTER 15 OF THE FIREBAUGH MUNICIPAL CODE PERTAINING TO THE CITY OF FIREBAUGH WATER DISCONTINUATION POLICY- FIRST READING.

Recommended Action: Council receives public comment & waives the first reading.

NEW BUSINESS

7. RESOLUTION NO. 20-11 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE RESIDENTIAL WATER DISCONTINUATION POLICY.

Recommended Action: Council receives public comment & approves Res. No. 20-11.

8. RESOLUTION NO. 20-12 - 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 2.

Recommended Action: Council receives public comment & approves Res. No. 20-12.

9. RESOLUTION NO. 20-13 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH FOR THE ACCEPTANCE OF AIRPORT FENCE AND GATE REPLACEMENT PROJECT NO. AIP 03-06-0346-007-2019, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO GOLDEN BAY FENCE PLUS IRON WORKS, INC.

Recommended Action: Council receives public comment & approves Res. No. 20-13.

10. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS & REVIEW CITY OF FIREBAUGH SOCIAL MEDIA POLICY.

Recommended Action: Council receives public comment & gives staff direction.

11. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS & CONSIDER AUTHORIZE CONTRACT WITH KCS FOR COLLECTION SERVICES.

Recommended Action: Council receives public comment & gives staff direction.

12. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS & CONSIDER REACQUIRING PROPERTIES OF APN's 008-074-01, 008-074-02 & 008-074-03 FROM N.F. DAVIS DRIER.

Recommended Action: Council receives public comment & gives staff direction.

13. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS & CONSIDER CITY FUNDING FOR THE REMAINING BALANCE FOR THE NEW POLICE DEPARTMENT.

Recommended Action: Council receives public comment & gives staff direction.

14. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS & CONSIDER HABITAT FOR HUMANITY PROPOSAL REGARDING THE SAN JOAQUIN VILLAS PROJECT.

15. THE CITY COUNCIL OF THE CITY OF FIREBAUGH DISCUSSION REGARDING THE STATE & LOCAL ACTIONS ON CORONAVIRUS.

Recommended Action: Council receives public comment & gives staff direction.

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

16. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED AND UNREPRESENTED EMPLOYEES

City Negotiator: Ben Gallegos

Employee Organizations: Police & Public Works bargaining units and all unrepresented positions

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the Agenda

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, March 13, 2020 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. 20/03-02

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: March 2, 2020/6:00 p.m.
CALL TO ORDER Meeting called to order by Mayor Lopez at 6:00 p.m.
ROLL CALL Mayor Elsa Lopez
Mayor Pro Tem Freddy Valdez
Council Member Marcia Sablan
Council Member Brady Jenkins
ABSENT: Council Member Felipe Pérez

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, Mario Gouveia, Wanda Breshears, & others.

PLEDGE OF ALLEGIANCE Council Member Valdez led pledge of Allegiance.

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Sablan, second by Council Member Valdez; motion pass by 4-0 vote.

PUBLIC COMMENT None

PRESENTATION None

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council regular meeting on February 3, 2020.

Motion to approve minutes by Council Member Valdez, second by Council Member Jenkins; motion pass by 4-0 vote.

2. WARRANT REGISTER – Period starting January 1, and ending on January 31, 2020.

January 2020	General Warrants	#39239 - #39343	\$ 448,428.22
	Payroll Warrants	#71198 - #71222	\$ 232,819.20
TOTAL			\$ 681,247.42

Motion to approve warrants by Council Member Sablan, second by Council Member Valdez; motion pass by 4-0 vote.

PUBLIC HEARING

None

NEW BUSINESS

3. RESOLUTION NO. 20-08 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, DECLARING CERTAIN CITY PROPERTY AS SURPLUS EQUIPMENT.

Motion to approve Res. No. 20-08 by Council Member Jenkins, second by Council Member Sablan; motion pass by 4-0 vote.

4. **PLANNING COMMISSIONER APPOINTMENT OF ALTERNATE.**

Motion to appoint Juan Hernandez as Alternate Planning Commissioner by Council Member Valdez, second by Council Member Jenkins; motion pass by 4-0 vote.

**Motion to move Agenda item # 7 before #5 & #6 by Consensus of the City Council; motion pass by 4-0 vote.*

7. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS & CONSIDER HABITAT FOR HUMANITY PROPOSAL REGARDING THE SAN JOAQUIN VILLAS PROJECT.**

Mr. Mathew Grundy of Habitat for Humanity stated their interest in completing the San Joaquin Villas Project; However, their concerns is the \$350,000 funding the City issued to the current owner, if Habitat for Humanity takes the project over, would the City consider waiving the RDA funding, via Owner Participation Agreement & Deed of Trust, to get the note off the property for purchase or transfer of the property? They proposed modification to the original plan, if they develop & complete the project. They proposal to transfer two or three of the housing lots in the original plan, to parking lots due to the inadequate parking for the current resident in that area. They still plan to build additional seven or eight more housing units to the complex, which will match the existing homes and meet City guidelines. The new units will have two car garages with two additional parking spaces in the driveways, since they is already issues for the emergency vehicles to enter the complex. Fire Chief John Borboa recommends the city paint all the curbs in that area, red, to leave space for emergency vehicle to have access. Habitat for Humanity lastly recommends, instead of a Homeowners Association for the property owners, they prefer the City maintain the streets, curb, gutters, parking lots, storm drain basin through a Landscape Lighting Maintenance District.

Council directed staff to research the source & requirements/restrictions, if any, about the RDA funding.

5. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING MR. FRANK WILLIAMS AS THE CITY OF FIREBAUGH REPRESENTATIVE ON THE FRESNO WESTSIDE MOSQUITO ABATEMENT DISTRICT BOARD.**

Motion to appoint Frank Williams as the City of Firebaugh representative on the Abatement District Board by Council Member Sablan, second by Council Member Jenkins; motion pass by 4-0 vote.

6. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS & REVIEW FIREBAUGH POLICE DEPARTMENT SOCIAL MEDIA POLICY.**

Item was tabled.

STAFF REPORTS

- **Police Chief Sal Raygoza** – Staff is doing a great job, we are still working on some investigations. Arrests were made (Middle School Kids, known as MOB gang name) for the vandalism to the I-5 Daycare building, but the District Attorney dismissed the charges because, some information was improperly obtained. Some of the stolen property recovered in Del Rio has been returned to their property owners, but the investigation is still pending. An Officer arrested a gang member at the park, he come from out town, but was in possession of drugs and a gun. There has been some Code Enforcement issues, at State Foods, so staff will have a meeting to discuss, as well as other sites.
- **Finance Director, Pio Martin** – Auditors are working on the audit, & provided a verbal update, it looks like the water account is not meeting our bond coverage requirement, so the City make have to offset the difference with general fund money from the reserves. Staff will be contacting Albert Peché, city's financial advisor, to discuss the issue. Sewer account looks fine, & no updates about the General fund. A report submitted to the State about water in to the wastewater treatment, is showing a significant decrease, so it may be the reason for the decrease in the water account revenue, more residents are conserving.
- **City Engineer, Mario Gouveia** – FAA did an inspection of the Airport, they had no issues to report. The CDBG project is currently in design. Hwy 33 beautification project had to be re-designed, it is a 100% grant, no match.

- **Deputy City Clerk, Rita Lozano** – I've been working on gathering information for Public Request Acts, we received about eight this past week, grant applications information & research for upcoming projects and issues. I emailed, Council & staff the grant notification on the Maldonado Expansion & Aquatic Center, which unfortunately, were not awarded. Reminder - 700 Forms deadline is in a few weeks.
- **City Manager, Ben Gallegos** – New CA State Bill (SB998) Discontinuation of residential water service: urban & community water systems, aka: Water Shut-off Protection Act. It sets new guidelines & restrictions on residential water service termination for non-payment of a water utility bill. Staff is working with City Attorney to establish a new policy. Elsa & City Manager meet with Mid-Valley about the billing of garbage services, since the City is unable to shut-off utility services, it is difficult to continue collecting garbage fees. Mid-Valley was asked to do their own billing, but provide some recommendations to work together & avoid changes the billing process. Will attend a media policy meeting, Spring Clean-up will be April 20 – 25, flyers will go out & additional advertisement for the residents informing them of the event. March 6, 2020, a pre-bid/walk through meeting will be held for contractors regarding the VFW Rehab project. Working with West Hills College on their project, we are waiting for the bonds before the easement work can begin. EDC will do a 20 minute video to showcase the City of Firebaugh, so anyone interested in participating in the interview, please let staff know. Have been receiving interests from new business owners that may come to town again. City & School will be re-submitting for the Maldonado Expansion & Aquatic Center grant, since there is additional rounds available.
- **City Attorney, James Sanchez** – Will provide a short presentation on the Social Media Policy at the next meeting. Working with city staff & Tara of RSG on the San Joaquin Villas project to address the concerns.
- **Council Member Valdez** – With the amount of years Mr. B. Davis has had to start one of his projects, & nothing has become of it, I'm not sure it will happen. I would like to place an item on the agenda, to discuss reacquiring the property the City sold him, for the new businesses that are interested. Staff informed, Council Member Valdez, language stating the City could reacquiring the property is not stated in the agreement, like some believed. Attended the Grand Opening of State Foods was a positive event and a good turnout of people attending.
- **Mayor Lopez** – Attended the Mid Valley meeting with Ben, they provide a mattress box, to dispose of old mattresses, instead of leaving them on the side of the roads. Attended the COG meeting, Caltrans provided a report about HWY33, so construction may begin in April or May. I, Mayor Lopez, was appointed to the Countywide Redevelopment Oversight Board.

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

Motion to enter Close Session @ 7:24 pm, by Council Member Valdez, second by Council Member Sablan; motion pass by 4-0 vote.

CLOSED SESSION

7. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED AND UNREPRESENTED EMPLOYEES

City Negotiator: Ben Gallegos

Employee Organizations: Police & Public Works bargaining units and all unrepresented positions

Motion to enter Open Session @ 8:51 pm, by the consensus of the Council; motion pass by 5-0 vote.

ANNOUNCEMENT

No Action to Report.

ADJOURNMENT

Motion adjourn by Council Member Valdez, second by Council Member Jenkins; motion pass by 4-0 vote at 8:52 p.m.



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: March 16, 2020

SUBJECT: Warrant Register Dated: February 1, 2020 – February 29, 2020

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:

FEBRUARY 1, 2020 – FEBRUARY 29, 2020

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	# 39344 – #39469	\$ <u>630,175.81</u>
PAYROLL WARRANTS.....	# 71223 – #71241	\$ <u>226,044.87</u>
TOTAL WARRANTS.....		\$ 856,220.68

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2020- FEBRUARY 29, 2020

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
39344	2/4/2020	U.S. POSTMASTER	\$ 837.50	UTILITY BILLING FEBRUARY
39345	2/7/2020	AG & INDUSTRIAL SUPPLY	\$ 18.49	BLADE EDGER
39346	2/7/2020	AGRI-VALLEY IRRIGATION LL	\$ 7.77	WATER MILL-PIPE PVC
			\$ 21.66	PARKERS PARK-SOVEL/CAP SCREW
			\$ 1.36	PARKERS PARK-CAP SCHEDULE
Check Total:			\$ 30.79	
39347	2/7/2020	AT&T	\$ 273.95	ALL DEPTS TELEHPONE
39348	2/7/2020	BIG G'S AUTOMOTIVE CENTER	\$ 73.64	FORD F150 OIL/FILTER CHANGE
			\$ 73.96	FORD F150 2016 OIL AND FILTER
			\$ 93.98	2011 SILVERADO RECONNECT
			\$ 506.65	96 F350 REPLACE BROKEN
			\$ 813.74	2011 SILVERADO REPAIR/LABOR
			\$ 259.23	96 FORD REPAIR AND LABOR
Check Total:			\$ 1,821.20	
39349	2/7/2020	BSK & ASSOCIATES, INC.	\$ 50.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 395.00	LAB ANALYSIS
			\$ 70.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 395.00	LAB ANALYSIS
			\$ 50.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 41.25	LAB ANALYSIS
			\$ 41.25	LAB ANALYSIS
			\$ 43.76	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 60.50	LAB ANALYSIS
			\$ 38.50	LAB ANALYSIS
			\$ 49.50	LAB ANALYSIS
Check Total:			\$ 1,717.30	
39350	2/7/2020	CALIF WATER ENVIRONMENT A	\$ 286.00	MEMBERSHIP/CERTIFICATION

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2020- FEBRUARY 29, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39350	2/7/2020	CALIF WATER ENVIRONMENT A	\$ 281.00	CERTIFICATION RENEWAL NOAH
Check Total:			\$ 567.00	
39351	2/7/2020	CALIFORNIA BUILDING STAND	\$ 98.10	BUILDING STANDARDS ADMIN.
39352	2/7/2020	NANCY CALZADA	\$ 150.00	A/F HALL CLEANING DEPOSIT
39353	2/7/2020	FERNANDO CAMPA	\$ 250.00	HEALTH INSURANCE STIPEND
39354	2/7/2020	CASCADE FIRE EQUIPMENT CO	\$ 522.51	FD-BOOT 16" 7,8,9 MED
39355	2/7/2020	CITY AUTO GLASS	\$ 65.28	DUNKLE PARK PLAYGROUND
39356	2/7/2020	CORELOGIC SOLUTIONS, LLC.	\$ 206.00	REALQUEST JANUARY 2020
39357	2/7/2020	CWEA-NSJS	\$ 140.00	TRAINING B.GALLEGOS/M.GARCIA
39358	2/7/2020	D & L REFRIGERATION, LLC	\$ 223.33	COMMUNITY CENTER ICE MACHINE
39359	2/7/2020	DEPT. OF CONSERVATION	\$ 486.35	BLDG & INSPEC 10/01/19-12/31/2020
39360	2/7/2020	EMERGENCY REPORTING	\$ 1,420.00	FD-FIRE PACKAGE RECURRING
39361	2/7/2020	EPPLER TRUCK SERVICE	\$ 25.02	FD-LABEL
39362	2/7/2020	FENCE MASTERS CONTRACTORS	\$ 1,997.00	SEWER TREATMENT PLANT
39363	2/7/2020	FERGUSON WATERWORKS #1423	\$ 1,364.05	WATER METER
39364	2/7/2020	GOLDEN ONE CREDIT UNION	\$ 1,666.66	JOHN BORBOA MONTHLY STIPEND
39365	2/7/2020	GOODALL TRUCKING, INC.	\$ 809.81	BASE ROCK MATERIAL
39366	2/7/2020	INTERGRATED DESIGNS BY	\$ 4,250.00	FIREBAUGH POLICE STATION
			\$ 1,347.80	FIREBAUGH VFW BUILDING
			\$ 6,750.00	FIREBAUGH VFW BUILDING
			\$ 67,250.00	FIREBAUGH FIRE STATION
Check Total:			\$ 79,597.80	
39367	2/7/2020	BRADY JENKINS	\$ 300.00	MONTHLY SALARY FOR ATTENDANCE
39368	2/7/2020	KER WEST, INC. DBA	\$ 120.00	PUBLIC HEARING AMENDMENT
			\$ 330.00	HELP WANTED FT EQUIPMENT
Check Total:			\$ 450.00	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2020- FEBRUARY 29, 2020

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> Amount	<u>Description</u>
39369	2/7/2020	RODDY A. LAKE	\$ 306.29	POLICE MEDICAL RETIREE
39370	2/7/2020	MANUELS TIRE SERVICE, INC	\$ 856.20	PD UNIT#13-TIRE K9 SUV
			\$ 123.75	TUBE
			\$ 390.17	PD-ALTIMA TIRES
			\$ 16.26	RADIAL PATCH
Check Total:			\$ 1,386.38	
39371	2/7/2020	SANDRA J. MARQUEZ	\$ 250.00	HEALTH INSURANCE STIPEND
39372	2/7/2020	MID-VALLEY DISPOSAL	\$ 28,439.11	SERVICES PERFORMED FEBRUARY
39373	2/7/2020	RICARDO MONAY	\$ 250.00	HEALTH INSURANCE STIPEND
39374	2/7/2020	NORTHSTAR CHEMICAL	\$ 3,370.72	SODIUM HYPOCHLORITE
39375	2/7/2020	PECK'S PRINTERY	\$ 28.72	MAYOR ELSA LOPEZ NAME PLATE
39376	2/7/2020	SAN JOAQUIN VALLEY	\$ 290.00	20/21 ANNUAL PERMITS TO OPERATE
39377	2/7/2020	STATE WATER RESOURCES CON	\$ 295.00	EXAMINATION APPLICATION
39378	2/7/2020	RODOLFO TABARES	\$ 250.00	HEALTH INSURANCE STIPEND
39379	2/7/2020	TECH MASTER MANAGEMENT	\$ 150.00	CITY HALL/PW/COMMUNITY CTR
39380	2/7/2020	TELSTAR	\$ 1,147.25	1666 11TH ST-SERVICE
39381	2/7/2020	THARP'S FARM SUPPLY	\$ 32.22	LIGHT TOWER-WIRE ROPE/CABLE
			\$ 18.73	STREET LIGHT-WIRE
			\$ 62.24	DE-WALT SHOP GRINDER-PART
			\$ 56.09	WATER SOFTNER CRYSTALS
			\$ 17.27	TRUCK #32-OIL
			\$ 263.88	REPAIR SEWER LINE-PIPE/EL
			\$ 6.44	COMMUNITY CTR-AA BATTERIES
			\$ 11.57	GREEN TRAILER-CAPSCREW/NUT
			\$ 29.26	SERVICE TRUCK-SNIP
			\$ 1.93	GLOVE
			\$ 18.57	DUCT TAPE/COUPLING/CAP SCREW
			\$ 17.27	WORK GLOVE
			\$ 4.09	FD-PLUNGER
			\$ 3.24	WEDGE ANCHOR-METAL FRAME
			\$ 37.52	PAINT DOORS-PRIMER
			\$ 3.24	CURTIS KEYS
			\$ 33.36	MASTER LOCK-STEEL DOORS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2020- FEBRUARY 29, 2020

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
39381	2/7/2020	THARP'S FARM SUPPLY	\$ 15.06	WATER MAINT. BATTERIES
			\$ 67.31	WATER SOFTNER CRYSTALS
			\$ 1.89	OLD BACKHOE-NUT/ALL THREAD
			\$ 34.47	MALDONADO PARK-BLADE/FOGGER
			\$ 8.51	PD REPAIR KENNEL-CLAMP
			\$ 40.06	FLEXOGEN HOSE
			\$ 73.32	UNIT#7-TRAILER BALL/DROP
			\$ 16.53	DUNKLE PARK RESTROOM-PINESOL
			\$ 34.43	COMMUNITY CTR-ADAPTER
			\$ 19.33	PARKERS PARK-PART
			\$ 16.41	BACKHOE-SNAP RING/MACHINE
			\$ 5.77	DISC-BOLT/HEX NUT/FLATWASHER
			\$ 31.33	WASTEWATER-V BELTS
			\$ 58.09	MASTRE LOCK/PRUNNERS BLADE
			\$ 5.72	BEEHIVE-V BELTS/
			\$ 64.61	RECOIL STARTER
			\$ 18.79	MASTER LOCK
			\$ 15.96	MALDONADO PARK-BLEACH/PIN
			\$ 3.24	CURTIS KEYS PD
			\$ 18.01	HITCH LOCK
			\$ 16.17	TRIGGER SET
			\$ 17.33	VAC TRUCK-DEF FLUID
Check Total:			\$ 1,199.26	
39382	2/7/2020	THOMASON TRACTOR COMPANY	\$ 27.86	OIL
			\$ 43.72	CHAIN LOOP
			\$ (18.79)	CREDIT CHAIN LOOP
			\$ 19.96	CHAIN LOOP
			\$ 850.31	LINK
			\$ (850.31)	LINK
Check Total:			\$ 72.75	
39383	2/7/2020	UNIFIRST CORPORATION	\$ 85.82	SHOP
			\$ 15.23	COMMUNITY CENTER
			\$ 10.07	CITY HALL
			\$ 15.29	SENIOR CENTER
			\$ 85.82	SHOP
			\$ 15.23	COMMUNITY CENTER
			\$ 10.07	CITY HALL
			\$ 15.29	SENIOR CENTER
			\$ 85.82	SHOP
			\$ 15.23	COMMUNITY CENTER
			\$ 10.07	CITY HALL
			\$ 15.29	SENIOR CENTER
			\$ 86.82	SHOP

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2020- FEBRUARY 29, 2020

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
39383	2/7/2020	UNIFIRST CORPORATION	\$ 15.23	COMMUNITY CENTER
			\$ 10.07	CITY HALL
			\$ 15.29	SENIOR CENTER
Check Total:			\$ 506.64	
39384	2/7/2020	U.S. BANK EQUIPMENT FINAN	\$ 994.43	RNT/LEASE EQUIP 10/20/19
39385	2/7/2020	DATAPATH	\$ 992.50	MONTHLY BILLING SERVICE FEB2020
39386	2/7/2020	ALFRED VALDEZ	\$ 300.00	MONTHLY SALARY FOR ATTEND
39387	2/7/2020	RUBEN CASTANEDA	\$ 84.28	MQ CUSTOMER REFUND
39388	2/7/2020	MARIA DIAZ	\$ 3.09	MQ CUSTOMER REFUND
39389	2/7/2020	ALEXIS GUZMAN	\$ 38.10	MQ CUSTOMER REFUND
39390	2/7/2020	MARK NUNEZ	\$ 31.27	MQ CUSTOMER REFUND
39391	2/7/2020	LYNDA COFFMAN	\$ 33.11	MQ CUSTOMER REFUND
39392	2/7/2020	RAMON MARTINEZ	\$ 40.31	MQ CUSTOMER REFUND
39393	2/7/2020	JUAN QUINTANA	\$ 11.48	MQ CUSTOMER REFUND
39394	2/13/2020	CITY OF FIREBAUGH	\$ 91,276.31	PAYROLL ENDING 2/7/2020
39395	2/13/2020	AUTOZONE COMMERCIAL (1379	\$ 146.76	DURALAST GOLD BATTERY
			\$ 323.91	PD UNIT#7-TOOL BOX
Check Total:			\$ 470.67	
39396	2/13/2020	BERNIE'S ELECTRIC	\$ 123.68	FD-REPLACE EXTERIOR LIGHT
39397	2/13/2020	JOEY CARDIEL	\$ 383.00	SEIZED ASSETS FORFEITURES
39398	2/13/2020	COMCAST	\$ 684.81	PD INTERNET #909093831
39399	2/13/2020	FIREBAUGH AUTO REPAIR	\$ 151.00	FD-FRONT BRAKE PADS
39400	2/13/2020	FIRST BANKCARD	\$ 64.12	BEN-CITY OF LIVINGSTON LUNCHEON
			\$ 448.66	BEN-HYATT REGENCY ELSA LOPEZ
			\$ 38.87	PIO-DOLLAR GENERAL CLEAR
			\$ (52.29)	PIO-CINTAS CREDIT ON JACKETS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2020- FEBRUARY 29, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39400	2/13/2020	FIRST BANKCARD	\$ 75.00	PIO-WEBSTAURANT STORE SENIORS
Check Total:			\$ 574.36	
39401	2/13/2020	FIREBAUGH HARDWARE COMPAN	\$ 19.41	MORTAR MIX-REPAIR SIDEWALK
39402	2/13/2020	GUTHRIE PETROLEUM, INC.	\$ 777.20	BULK UNLEADED GASOLINE
			\$ 1,025.91	BULK UNLEADED GASOLINE
			\$ 932.64	BULK UNLEADED GASOLINE
			\$ 1,088.09	BULK UNLEADED GASOLINE
Check Total:			\$ 3,823.84	
39403	2/13/2020	HOUSLEY DEMOLITION CO., I	\$ 200.00	WATER METER DEPOSIT REFUND
39404	2/13/2020	PACIFIC GAS & ELECTRIC	\$ 76.11	FIRE DEPT #3228327255-0
39405	2/13/2020	RSG, INC.	\$ 895.00	19-20 SUCCESSOR AGENCY ADMIN
39406	2/13/2020	SUN'S INTERNATIONAL CORP	\$ 136.49	COMMUNITY CENTER PAPER ROLL
39407	2/13/2020	VERIZON WIRELESS	\$ 38.01	BRADY'S TABLET INTERNET
39408	2/20/2020	ADAMS ASHBY GROUP, LLC	\$ 4,500.00	GENERAL ADMIN-17-CDBG-120
39409	2/20/2020	ALEX AUTO DIAGNOSTICS	\$ 45.00	FD-2005 FORD SMOG TEST
39410	2/20/2020	AMERICAN WATER COLLEGE	\$ 249.99	WASTEWATER TREATMENT EXAM
39411	2/20/2020	AT&T	\$ 749.35	ALL DEPTS TELEPHONE/INTERNET
39412	2/20/2020	BEST UNIFORMS	\$ 971.78	PD RICKY TABARES REPLACEMENT
39413	2/20/2020	BSK & ASSOCIATES, INC.	\$ 390.00	LAB ANALYSIS
			\$ 270.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 425.00	LAB ANALYSIS
			\$ 180.00	LAB ANALYSIS
			\$ 46.89	LAB ANALYSIS
			\$ 479.65	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 425.00	LAB ANALYSIS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2020- FEBRUARY 29, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39413	2/20/2020	BSK & ASSOCIATES, INC.	\$ 37.50	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
Check Total:			\$ 2,679.12	
39414	2/20/2020	COMMUNITY MEDICAL CENTER	\$ 175.00	DEC19 LEGAL BLOOD DRAWS
39415	2/20/2020	CENTRAL VALLEY TOXICOLOGY	\$ 78.00	PD-DRUG CONFIRMATION/ABUSE
			\$ 189.00	PD-ETHYL ALCOHOL/DRUG SCREEN
			\$ 69.00	PD- ETHYL ALCOHOL/ABUSE SCREEN
Check Total:			\$ 336.00	
39416	2/20/2020	D & L REFRIGERATION, LLC	\$ 1,122.50	NEW PD UNIT REPAIR/NO HEATING
39417	2/20/2020	DATA TICKET INC.	\$ 232.95	PD-DECEMBER 2019 DAILY PROCESS
			\$ 946.32	PD-NOVEMBER 2019 MANUAL 3 PART
Check Total:			\$ 1,179.27	
39418	2/20/2020	DEPT. OF TRANSPORTATION	\$ 1,445.14	DISTRICT 6 HIT AND RUN
			\$ 269.44	DISTRICT 6 HIT AND RUN
Check Total:			\$ 1,714.58	
39419	2/20/2020	DEPARTMENT OF JUSTICE	\$ 164.00	JANUARY 2020 FINGERPRINTS
			\$ 35.00	JANUARY 2020 BLOOD ALCOHOL
Check Total:			\$ 199.00	
39420	2/20/2020	DIAMOND LOCKSMITHS	\$ 217.79	COMMUNITY CTR-REPAIR PADDLE
39421	2/20/2020	DISH	\$ 73.31	SENIOR CENTER CABLE
39422	2/20/2020	EDEN K9 CONSULTING & TRAI	\$ 174.00	KATS PLATINUM 1-4 DOGS FEES
39423	2/20/2020	EMERGENCY VEHICLE EQUIPME	\$ 204.81	MULTICOLOR RED/WHITE AND BLUE
39424	2/20/2020	EVIDENCE MANAGEMENT FOR L	\$ 350.00	PD-BASIC EVIDENCE MGNT CAMPA
39425	2/20/2020	FIREBAUGH SUPER MARKET	\$ 26.98	SENIOR CTR JANUARY BDAY CAKE
			\$ 32.37	DOG FOOD
			\$ 31.63	DOG FOOD
			\$ 12.98	SENIOR CTR-SUGAR/COFFEE
			\$ 23.57	SENIOR CENTER-COOKIES/COF
			\$ 30.21	DOG FOOD
			\$ 32.37	DOG FOOD
			\$ 32.37	DOG FOOD
			\$ 6.75	DOG FOOD

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2020- FEBRUARY 29, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39425	2/20/2020	FIREBAUGH SUPER MARKET	\$ 32.37	DOG FOOD
		Check Total:	\$ 261.60	
39426	2/20/2020	FIREBAUGH AUTO REPAIR	\$ 170.00	PD-REPLACE BATTERY UNIT#11
			\$ 160.00	PF-BATTERY UNIT #2
			\$ 1,040.98	FD-2005 FORD CLEAN UP FUEL
			\$ 475.00	PD UNIT#11-OIL AND FILTER
		Check Total:	\$ 1,845.98	
39427	2/20/2020	FIRST BANKCARD	\$ 50.00	PD-CA ASSOC. MEMBER RENEW
			\$ 223.20	PD-PAYPAL FRESNO SUPERIOR
			\$ 86.50	PD-HARBOR FREIGHT TOOLS
			\$ 3,345.48	PD-RUGGED COMPUTING INC
			\$ 115.45	PD-SPEEDTECH LIGHTS UNIT
			\$ 16.19	PD-K9 SUPPLIES TARGET
			\$ 71.40	PD-PETCO K9 SUPPLIES
		Check Total:	\$ 3,908.22	
39428	2/20/2020	FIREBAUGH ROTARY CLUB	\$ 150.00	A/F HALL CLEANING DEPOSIT
			\$ 200.00	TABLES/CHAIRS REIMBURSEMENT
		Check Total:	\$ 350.00	
39429	2/20/2020	FIREBAUGH GLASS	\$ 425.00	PD-WINDSHIELD UNIT #7
39430	2/20/2020	FRESNO COUNTY TREASURER	\$ 187.44	20-PRISONER PROCESSING FEES
39431	2/20/2020	FRESNO OXYGEN	\$ 60.20	PW-SHOP
39432	2/20/2020	MARICELLA GALLEGOS	\$ 150.00	A/F HALL CLEANING DEPOSIT
39433	2/20/2020	GERARDO SAAVEDRA	\$ 280.00	PARKERS PARK-CONCRETE PUMPING
39434	2/20/2020	HUB INTERNATIONAL	\$ 148.74	SPECIAL EVENT INSURANCE
			\$ 148.74	SPECIAL EVENT INSURANCE
		Check Total:	\$ 297.48	
39435	2/20/2020	KER WEST, INC. DBA	\$ 110.00	PUBLIC HEARING NOTICE
39436	2/20/2020	MADERA ANIMAL HOSPITAL	\$ 176.32	PD K9 SUPPLIES
39437	2/20/2020	MARIN CONSULTING ASSOCIAT	\$ 250.00	PD LEADERSHIP/ACCOUNTABILY
			\$ 750.00	PD ASSERTIVE SUPERVISION
		Check Total:	\$ 1,000.00	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2020- FEBRUARY 29, 2020

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> Amount	<u>Description</u>
39438	2/20/2020	MID-VALLEY DISPOSAL	\$ 374.50	40Y EXCHANGE/REFUSE WATER
39439	2/20/2020	MOORE TWINING ASSOCIATES,	\$ 3,635.00	PROFESSIONAL SERVICES
39440	2/20/2020	PACIFIC GAS & ELECTRIC	\$ 726.30	TOMA TEK POND #10
39441	2/20/2020	PIZZA FACTORY	\$ 117.87	SEARCH FOR MISSING PERSON
			\$ 61.07	DISPATCH MEETING
		Check Total:	\$ 178.94	
39442	2/20/2020	CSG CONSULTANTS, INC.	\$ 2,107.57	BUILDING PLAN SERVICES
39443	2/20/2020	RON'S AUTO REPAIR	\$ 280.00	PD FORD 2017-INSTALL LIGHTS
39444	2/20/2020	SPARKLETTS	\$ 297.08	PW/CITY HALL/PD/SENIOR CENTER
39445	2/20/2020	STATE WATER RESOURCES CON	\$ 60.00	DRINKING WATER TREATMENT
39446	2/20/2020	STAPLES BUSINESS CREDIT	\$ 68.13	PD-OFFICE SUPPLIES
39447	2/20/2020	ST. JOSEPH'S CHURCH	\$ 150.00	A/F HALL CLEANING DEPOSIT
			\$ 200.00	TABLES/CHAIRS RENTAL REFUND
		Check Total:	\$ 350.00	
39448	2/20/2020	TECH MASTER MANAGEMENT	\$ 40.00	POLICE DEPT PEST CONTROL
39449	2/20/2020	UNITY IT	\$ 565.25	PD-TECHNICIAN REMOTE ACCESS
39450	2/20/2020	USA BLUEBOOK	\$ 53.54	CONDUCTIVITY STANDARD CERT.
			\$ 122.50	CONDUCTIVITY STANDARD CERT.
		Check Total:	\$ 176.04	
39451	2/26/2020	CITY OF FIREBAUGH	\$ 94,433.48	PAYROLL ENDING 02/21/2020
39452	2/28/2020	CORBIN WILLITS SYSTEMS	\$ 1,051.58	ADMINISTRATION C/W SERVICE
39453	2/28/2020	CRANE TEC ENTERPRISES, IN	\$ 628.50	MAIN LIFT STATION-CRANE RENTAL
39454	2/28/2020	FIREBAUGH AUTO REPAIR	\$ 70.00	FD-OIL CHANGE AND NEW FILTER
39455	2/28/2020	FIRST BANKCARD	\$ 539.86	FD-AMAZON DESKTOP
			\$ 64.77	FD-AMAZON PORTABLE HARD
			\$ 43.18	FD-AMAZON KEYBOARD CLEANER

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2020- FEBRUARY 29, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39455	2/28/2020	FIRST BANKCARD	\$ 187.99	FD-OFFICE DEPOT
Check Total:			\$ 835.80	
39456	2/28/2020	GOLDEN STATE FLOW	\$ 3,497.31	SENSUS METER
39457	2/28/2020	GOUVEIA ENGINEERING, INC.	\$ 12,530.50	780.03-1 GREYSTONE ESTATE
			\$ 8,673.00	705.09 FIREBAUGH VFW BUILDING
			\$ 1,334.81	705.10 POLICE/FIRE BUILDING
			\$ 486.15	720.01 PLANNING GENERAL
			\$ 1,588.75	725.12 TASK 1 MULTI-BENEFIT
			\$ 12,338.41	725.12 TASK 2 MULTI-BENEFIT
			\$ 44,837.50	730.09 SRF WWTP DESIGN
			\$ 425.25	745.01 STREETS GENERAL
			\$ 126.00	745.02D HWY 33 BEAUTIFICATION
			\$ 35.32	745.24D STPL-5224(024) 8T
			\$ 343.88	745.26C RABE/DIAZ & REV KANTOR
			\$ 212.63	760.04 A.C.I.P/CAAP
			\$ 601.25	760.06C AIRPORT FENCE
			\$ 1,553.25	775.07 CEN CAL BUILDERS
			\$ 450.19	775.09-1 GREYSTONE ESTATE
			\$ 1,049.93	775.09-2 GREYSTONE ESTATE
			\$ 448.31	775.10 LOT LINE ADJUSTMENT
			\$ 1,322.90	775.11-3 WHCCD UTILITY EASEMENTS
			\$ 464.63	780.02 CEN CAL BUILDERS
			\$ 141.75	780.03-2 GREYSTONE ESTATE
			\$ 3,850.88	780.04 WESTHILLS EXPAN PROJECT
			\$ 5,920.43	785.03 WEST HILLS EXPANSION
			\$ 28.88	785.28-1 GREYSTONE ESTATE
			\$ 1,855.88	785.28-2 GREYSTONE ESTATE
			\$ 2,434.18	785.28-3 GREYSTONE ESTATE
			\$ 78.75	795.03 CMAQ APPLICATIONS
			\$ 204.75	795.10 FAA GRANT APPLICATION
			\$ 56.44	795.11 STBG APPLICATIONS
Check Total:			\$ 103,394.60	
39458	2/28/2020	HINDERLITER, deLLAMAS	\$ 925.00	CANNABIS MANAGEMENT PROGRAM
39459	2/28/2020	INTERGRATED DESIGNS BY	\$ 60,525.00	FIREBAUGH FIRE STATION
			\$ 1,800.00	FIREBAUGH VFW BUILDING
			\$ 7,500.00	FIREBAUGH POLICE STATION
Check Total:			\$ 69,825.00	
39460	2/28/2020	KRAZAN & ASSOCIATES, INC.	\$ 1,745.00	RODEO PHOTOVOLTAIC ARRAY

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS FEBRUARY 1, 2020- FEBRUARY 29, 2020

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
39460	2/28/2020	KRAZAN & ASSOCIATES, INC.	\$ 1,942.50	MALDONADO PARK SOLAR ARRAY
		Check Total:	\$ 3,687.50	
39461	2/28/2020	MID-VALLEY DISPOSAL	\$ 66.26	1800 HELM CANAL RD
			\$ 76.26	1325 O STREET NEW PD
		Check Total:	\$ 142.52	
39462	2/28/2020	NICHOLS CONSULTING	\$ 825.00	STATE MANDATED COST CONSULT
39463	2/28/2020	PACIFIC GAS & ELECTRIC	\$ 40,146.89	ALL DEPTS #7355932148-1
39464	2/28/2020	PITNEY BOWES #8000-9090-	\$ 520.99	POSTAGE REFILL 01/30/2020
39465	2/28/2020	QUILL CORPORATION	\$ 116.79	SENIOR CTR/COMM. CTR-BLEACH
			\$ 63.69	CITY HALL-COPY PAPER
			\$ 294.51	SHOP-GOJO HANDSOAP/CITY HALL
			\$ 119.36	CITY HALL-ENVELOPES/SCOTCH TAPE
			\$ 162.00	CITY HALL-BINDERS/DIVIDER
			\$ 410.29	SENIOR CENTER-STORAGE CABLE
			\$ 107.96	SENIOR CENTER-CHAIR
			\$ 541.88	COMMUNITY CENTER-TOILET PAPER
		Check Total:	\$ 1,816.48	
39466	2/28/2020	SIGNMAX	\$ 210.56	4-STOP SIGNS
39467	2/28/2020	CLAUDIA SOLIS-ALCALA	\$ 350.00	FACEBOOK DECEMBER 2019
			\$ 150.00	FACEBOOK NOVEMBER 2019
		Check Total:	\$ 500.00	
39468	2/28/2020	ZEE MEDICAL SERVICE CO.	\$ 54.04	PUBLIC WORKS MEDICAL SUPPLY
			\$ 39.10	CITY HALL MEDICAL SUPPLIES
			\$ 22.31	SENIOR CENTER MEDICAL SUPPLY
		Check Total:	\$ 115.45	
39469	2/28/2020	CITY OF FIREBAUGH	\$ 40,335.08	ME CHECK FEBRUARY 2020

FIREBAUGH CITY COUNCIL

STAFF REPORT

Date: March 16, 2020
To: Firebaugh City Council
From: Karl Schoettler, Planning Consultant
Subject: General Plan Amendment/Zone Change 2019-04 (Campa)

Summary/Recommendation

The action proposes a zone change and General Plan land use amendment (to allow for construction of a new single-family home) on a parcel on the east side of Lyon Avenue, north of Highway 33. The parcel is currently zoned C-1 (Neighborhood Commercial) and is vacant. The Planning Commission voted to recommend approval of the request at their meeting on February 10, 2020.

It is recommended the City Council take the following actions:

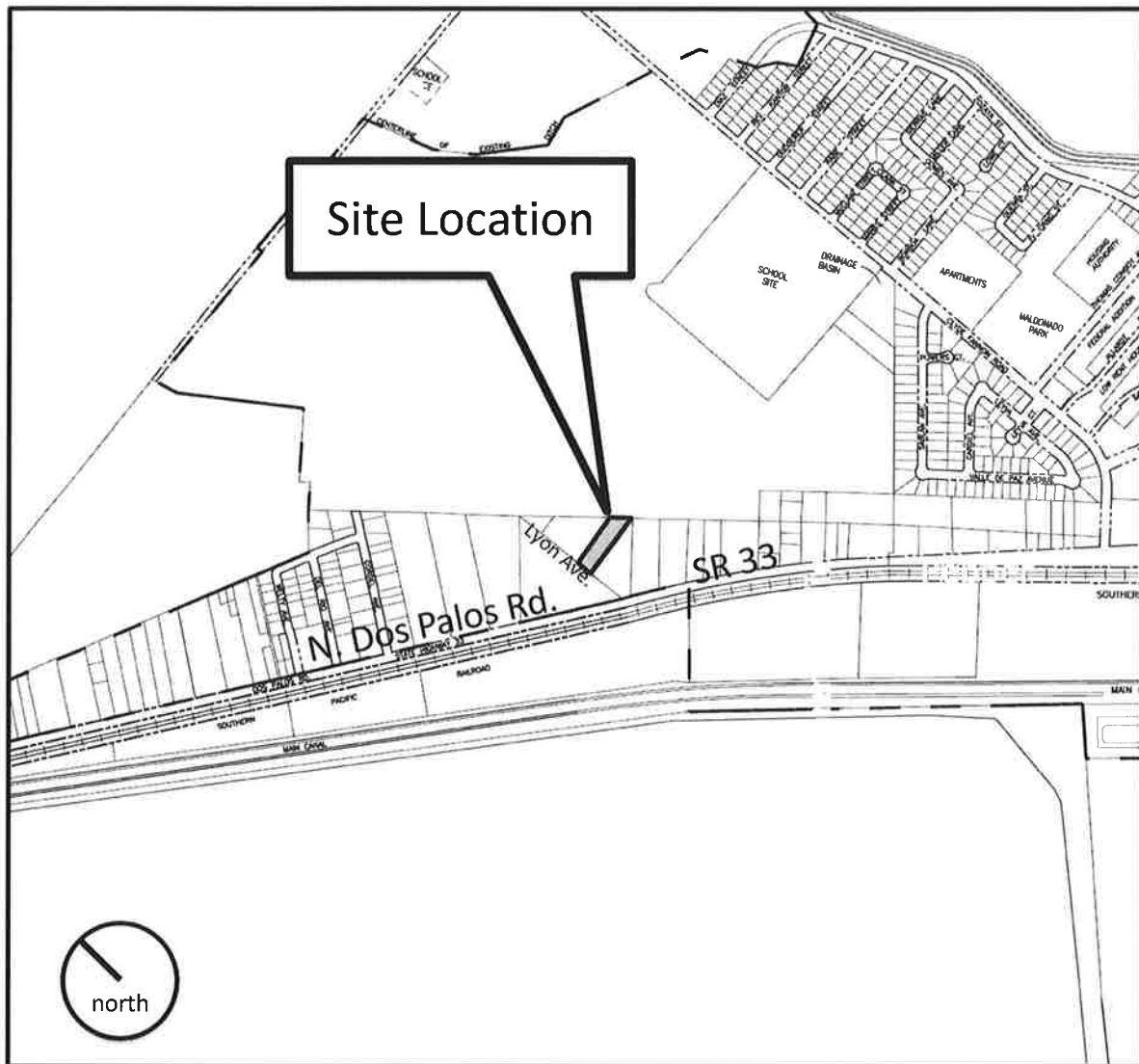
- Ask for the City Planner to deliver the staff report;
- Ask any questions of staff regarding the project;
- Open the public hearing and accept any public testimony regarding the project;
- Close the public hearing and discuss the project further as necessary;
- Ask for a motion for action on the project. It is recommended the City Council approve the project by:
 - Adopting Resolution 20-09 (Environmental finding)
 - Adopting Resolution 20-10 (General Plan land use amendment)
 - Introducing Ordinance 20-01 (changing zoning from C-1 to R-1)

Discussion/Analysis

The applicant has submitted a request to rezone and re-designate the subject one-acre parcel, located on the east side of Lyon Avenue, about 280 feet north of State Highway 33 (see Map 1 for the project location; Map 2 is an aerial photo of the site).

The site is currently zoned C-1 (Neighborhood Commercial) and is designated "Neighborhood Commercial" on the land use map of the Firebaugh General Plan. The property owner has applied to change the zoning of the site to R-1 (Single Family Residential) and amend the General Plan land use designation to "Medium Density Residential".

Map 1: Location



Map 2: Aerial Photo



The purpose of the request is to allow the applicant to build a new single family home on the site. The parcel is currently vacant (though there are several mature trees).

Staff and the Planning Commission believe the request is appropriate and should be granted. When the General Plan was adopted, it designated this parcel and seven others in the surrounding area (totaling about 20 acres) to accommodate a future shopping center. This was largely because Firebaugh had no other large area of vacant land that could accommodate such a development.

Interest in a shopping center never materialized in this area, and the City has approved zone changes for most of these surrounding parcels over the past few years for residential development. These included a 40 unit apartment complex, a 56 unit apartment complex and a 42 lot single family residential subdivision.

Given the transition of these adjacent parcels to residential zoning, staff believes it is appropriate to allow the subject one-acre parcel to be rezoned for residential use. As noted above, the applicant is proposing to build a single family home on the site.

Given the large size of the parcel (one acre) the applicant may want to site the home so that it is possible that the remainder of the parcel could be subdivided at some point in the future – allowing for a more efficient use of the land. That is a suggestion but not a recommendation.

Environmental Review

Staff reviewed the request for potential impacts on the environment and determined the project can be exempted from formal environmental review. This is primarily because the zone change will facilitate a land use (a single family dwelling) that is less intense in nature than commercial uses that are permitted in the Neighborhood Commercial zone. Further, the project will be more consistent with surrounding residential uses that have been recently approved. Accordingly, staff recommends the Planning Commission adopt a Notice of Exemption.

Planning Commission Hearing

The Planning Commission conducted a public hearing on this action on February 10, 2020. No members of the public spoke on the issue. Following discussion the Commission voted to recommend approval of the zone change, General Plan amendment and environmental finding.

BACKGROUND INFORMATION

Applicant/ Owner: Pedro Campa
1748 Yip Street
Firebaugh, CA 93622

Location: The subject site for the zone change/General Plan Amendment is on the east side of Lyon Avenue, about 280 feet north of N. Dos Palos Road (State Highway 33). The Assessor Parcel Number of that site is 007-050-003.

Request: The applicant is requesting approval of a General Plan land use amendment to change the land use designation for the parcel at the subject site from “Neighborhood Commercial” to “Medium Density Residential” and to change the zoning from C-1 (Neighborhood Commercial) to R-1 (Single Family Residential).

Site: The subject site contains approximately one acre and is vacant (though there are several large trees).

Surrounding land uses are as follows:

North: Single family homes
South: Vacant (approved site for apartment complex)
East: Irrigation canal and agriculture (field crops)
West: Subdivision currently being developed

Zone: Key zoning standards for the R-1 (Single Family Residential) zone are as follows:

Front yard setback: 20 feet, minimum (exceptions apply)
Rear yard setback: 10 feet, minimum
Side yard setback: 5 feet, minimum
Lot size: 6,500 square feet, minimum
Interior lot width: 60 feet, minimum
Corner lot width: 65 feet, minimum
Lot depth: 100 feet, minimum
Building height: 25 feet/2 stories, maximum
Parking: Two covered spaces per dwelling

Surrounding zone classifications are as follows:

North: C-1 (Neighborhood Commercial)
South: R-3 (High Density Multi Family Residential)
West: R-1-5 (Single Family Residential)
East: R-1 (Single Family Residential)

General Plan: The subject site is currently designated “Neighborhood Commercial” by the Land Use Element of the Firebaugh General Plan. This was designated when the Firebaugh General Plan was adopted in 2010. At that time the Plan envisioned this area (including surrounding parcels) for a larger-scale shopping center to serve the community.

Access: Access to the site is provided by Lyon Avenue, which has existed as a gravel-surfaced local road but is being reconstructed into a standard local City street, as a result of approval of the adjacent Del Rio subdivision to the west and the Del Rio Place apartment complex to the south. When completed, the street will feature one travel lane and one parking lane in each direction, along with curbs, gutters and sidewalks.

Lyon leads south to North Dos Palos Road (State Highway 33). In this vicinity the highway is improved with one travel lane in each direction along with gravel shoulders. The intersection of Lyon and Highway 33 is controlled with a stop sign for southbound traffic on Lyon.

Infrastructure: The site has access to city water and sewer lines (newly-installed for the Del Rio projects, which run under Lyon Avenue. Storm drainage is provided via surface swale. The applicant will be required to install curbs and gutters to handle storm drainage, upon development of the site.

Services: Police and fire protection are provided by the City of Firebaugh.

Environmental: The City has reviewed the action and has determined that it qualifies for an exemption from review for environmental impacts under Section 15061 (b) (3) “General Exemptions” of CEQA (California Environmental Quality Act). This type of exemption applies where, *“the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”*

RESOLUTION 20-09

**BEFORE THE CITY COUNCIL
CITY OF FIREBAUGH
COUNTY OF FRESNO, STATE OF CALIFORNIA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
ADOPTING A NOTICE OF EXEMPTION FOR GENERAL PLAN
AMENDMENT/ZONE CHANGE 2019-04.**

WHEREAS, an application for a General Plan Amendment and Zone Change was submitted by Pedro Campa, 1748 Yip Street, Firebaugh, CA 93622 for one parcel containing approximately one acre, located on the east side of Lyon Avenue, about 280 feet north of N. Dos Palos Road (State Highway 33) in the City of Firebaugh. The Assessor Parcel Number of the site is 007-050-003, and

WHEREAS, the applicant's specific requests include:

General Plan Amendment 2019-04 to change the Firebaugh General Plan's land use designation of the site from "Neighborhood Commercial" to "Medium Density Residential";

Zone Change 2019-03 to change the zoning of the site from C-1 (Neighborhood Commercial to R-1 (Single Family Residential).

WHEREAS, the planning requests are considered a "project" under the Guidelines of the California Environmental Quality Act (CEQA) and staff reviewed the request for potential impacts to the environment, consistent with CEQA, and

WHEREAS, staff determined that the proposed project would not result in significant impacts to the environment and should be exempt from review, consistent with Section 15061(b)(3), of the Guidelines of the California Environmental Quality Act (CEQA), and

WHEREAS, the Planning Department has prepared a staff report on the project, and

WHEREAS, the Planning Commission conducted a public hearing on this matter on February 10, 2020 and voted to recommend adoption of the exemption.

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

1. The proposed project is consistent with the goals, objectives and policies of the 2030 Firebaugh General Plan and the Firebaugh Zoning Ordinance.
2. The proposed action will not have an adverse impact on the health, safety and welfare of residents in the neighborhood or community
3. After analyzing the project, the City of Firebaugh has prepared a Notice of Exemption, consistent with the requirements of CEQA.

NOW, THEREFORE BE IT RESOLVED THAT a Notice of Exemption prepared for the project is hereby adopted by the Firebaugh City Council.

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 16th day of March, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor
Firebaugh City Council

Rita Lozano, Deputy City Clerk
City of Firebaugh

RESOLUTION 20-10
BEFORE THE CITY COUNCIL
CITY OF FIREBAUGH, COUNTY OF FRESNO
STATE OF CALIFORNIA.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING GENERAL PLAN AMENDMENT 2019-04 (CAMP)**

WHEREAS, an application for a General Plan Amendment and Zone Change was submitted by Pedro Campa, 1748 Yip Street, Firebaugh, CA 93622 for one parcel containing approximately one acre, located on the east side of Lyon Avenue, about 280 feet north of N. Dos Palos Road (State Highway 33) in the City of Firebaugh. The Assessor Parcel Number of the site is 007-050-003, and

WHEREAS, the applicant's specific requests include:

General Plan Amendment 2019-04 to change the Firebaugh General Plan's land use designation of the site from "Neighborhood Commercial" to "Medium Density Residential";

Zone Change 2019-03 to change the zoning of the site from C-1 (Neighborhood Commercial to R-1 (Single Family Residential).

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 Planning Commission's meeting, and

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

WHEREAS, the Planning Commission conducted a public hearing to consider the General Plan Amendment (and associated zone change) on February 10, 2020 and voted to recommend approval, and

WHEREAS, the City Council held a public hearing on the General Plan Amendment and zone change 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 request:

1. The proposed request will not have an adverse impact on the health, safety or welfare of surrounding residents or on the community.
2. The proposed request is consistent with the goals, objectives and policies of the Firebaugh General Plan.
3. The City prepared a Notice of Exemption, consistent with the requirements of CEQA (California Environmental Quality Act) which found that the proposed project will not have a significant impact on the environment.
4. The property is within Firebaugh's sewer, water and storm drain service areas.

NOW THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby approves General Plan Amendment 2019-04, as shown in Map 1.

The foregoing resolution was adopted upon a motion of Council Member _____, second by Council Member _____, at a regular meeting of the Firebaugh Council on the 16th day of March, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

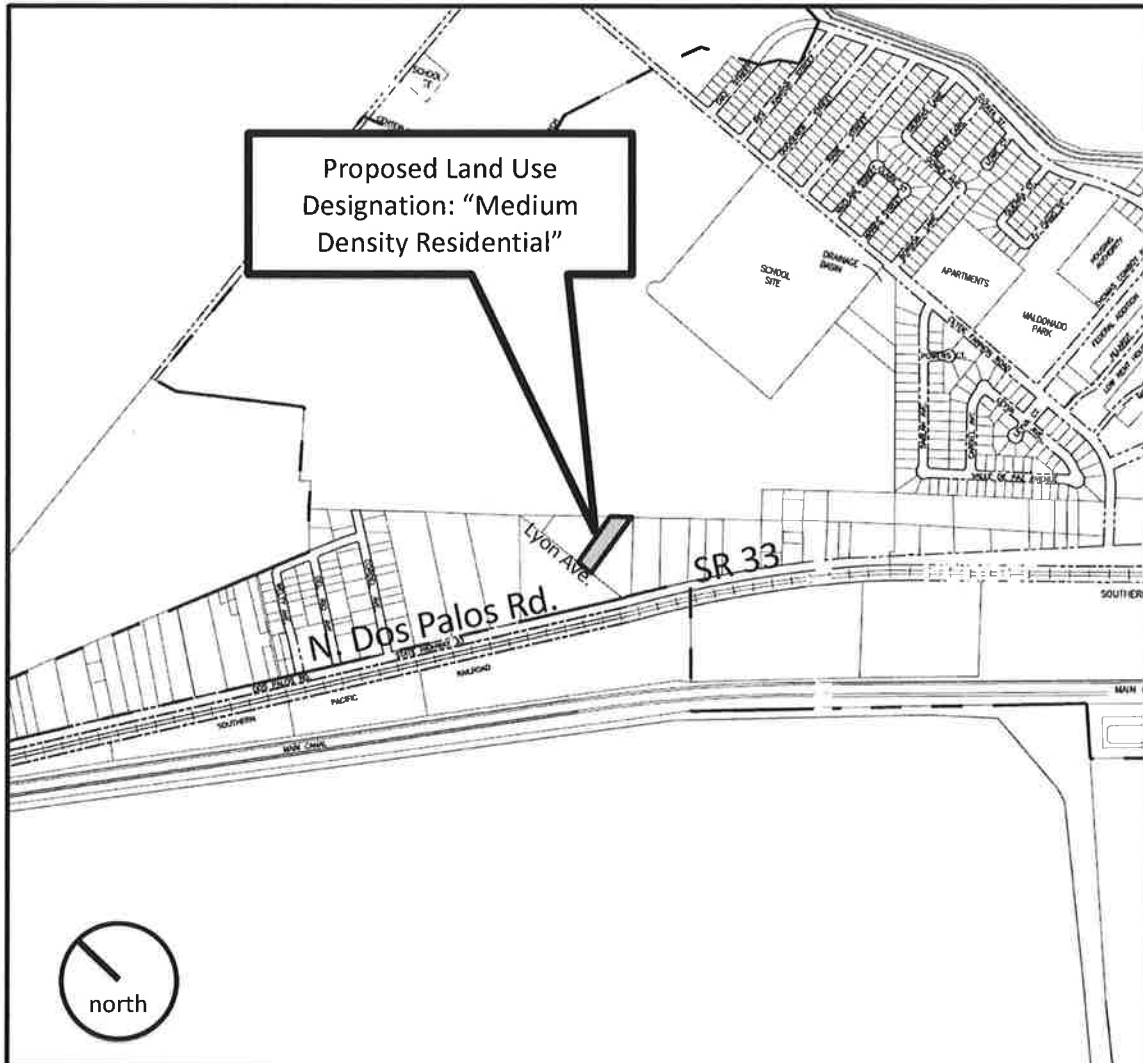
APPROVED:

ATTEST:

Elsa Lopez, Mayor
Firebaugh City Council

Rita Lozano, Deputy City Clerk
City of Firebaugh

Map 1: *Proposed General Plan Land Use Designation*



ORDINANCE NO. 20-01

AN ORDINANCE OF THE CITY OF FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA, AMENDING ORDINANCE NO. 359, OF THE CITY OF FIREBAUGH, RELATING TO THE CLASSIFICATION OF THE ZONE OF PARTICULAR PARCELS OF REAL PROPERTY

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

SECTION 1. Section 25-2.1 of the Municipal Code of the City of Firebaugh is amended by changing the Zoning Map to redesignate one existing parcel C-1 (Neighborhood Commercial) to R-1 (Single Family Residential) as shown on Map 1. The subject parcel is situated on the east side of the Lyon Avenue alignment, approximately 280 feet north of N. Dos Palos Road.

SECTION 2. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 3. This ordinance shall take effect thirty (30) days after its passage.

SECTION 4. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause the same to be published once in a newspaper of general circulation, published in the County of Fresno.

I hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Firebaugh held on the 16th day of March, 2020, and passed and adopted at a regular meeting of the City Council held on the ____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

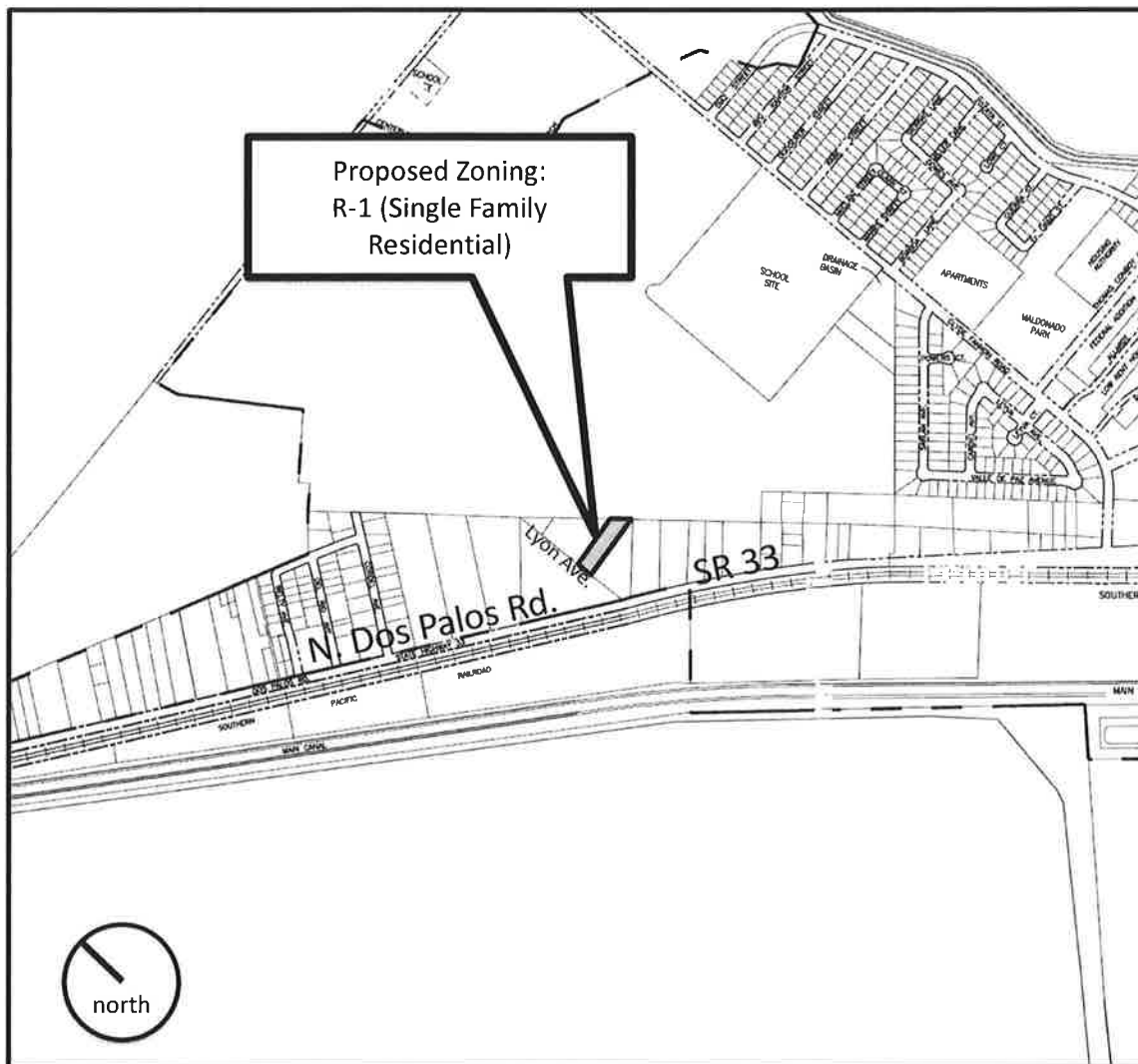
APPROVED:

ATTEST:

Elsa Lopez, Mayor
Firebaugh City Council

Rita Lozano, Deputy City Clerk
City of Firebaugh

Map 1: Zone Change 2019-03



ORDINANCE NO. 20-02

**AN ORDINANCE OF THE CITY OF FIREBAUGH AMENDING SECTION 15-1.6 OF
CHAPTER 15 OF THE FIREBAUGH MUNICIPAL CODE PERTAINING TO THE CITY OF
FIREBAUGH WATER DISCONTINUATION POLICY**

WHEREAS, on January 1, 2019, the State of California's Water Shutoff Protection Act became effective;

WHEREAS, the Water Shutoff Protection Act requires urban water suppliers to adopt a policy regarding the discontinuation of residential water service for nonpayment; and

WHEREAS, the City of Firebaugh wishes to amend its Municipal Code relating to comply with the provisions of the Waters Shutoff Act.

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

SECTION 1. Section 15-1.6 of the City of Firebaugh Municipal Code is hereby amended to read as follows:

Section 15-1.6 Billing, Connection Fees and Shutoff Procedures for Water, Sewer, and Garbage Rates

- a. Billings. All utility users shall be billed once per month for water, sewer, and garbage collection rates and delinquent and subject to shutoff of said services on the following schedule:

Service Period	Billing Date: 5th day of	Due/Delinquent Date Last Business Day of	Notice of Water Shutoff 1st Business Day of	Service Shutoff Date 7th Business Day of
January	January	January	April	April
February	February	February	May	May
March	March	March	June	June
April	April	April	July	July
May	May	May	August	August
June	June	June	September	September
July	July	July	October	October
August	August	August	November	November
September	September	September	December	December
October	October	October	January	January
November	November	November	February	February
December	December	December	March	March

- b. Delinquent Penalties. If the water, sewer, and garbage collection charges are not paid when due, a penalty of 10% of the amount delinquent shall be added and collected so long as the water, garbage collection, and sewer charges are paid within 30 days after the due date. Thereafter, a late charge of 1 1/2% per month shall be added to the delinquent water, garbage collection, and sewer charges until paid. Any partial payments of water, garbage collection, and sewer charges will be first credited to pay any accrued penalties and late charges. A water, garbage collection, or sewer service customer who is disconnected for nonpayment, shall be charged a reconnection charge as established and set forth from time to time by resolution of the city council.
- c. Water and Sewer Connection Fees. Fees for initial connection into the water and sewer systems of the city shall be as established by city council resolution after a duly noticed hearing.
- d. Discontinuation of Residential Water Service for Nonpayment. Discontinuation of residential water service for the nonpayment of a utility bill shall be governed by the City's Discontinuation of Water Service Policy, available on the City [website](#).

SECTION 2. Effective Date.

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

The foregoing Ordinance No. 20-01 was introduced at a regular meeting of the City Council of the City of Firebaugh held on the 16th day of March, 2020, and passed and adopted at a regular meeting of the City Council held on the ____ day of ____, 2020, by the following vote:

AYES: **Council Members**
NOES **Council Members**
ABSTAIN: **Council Members**
ABSENT: **Council Members**

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

RESOLUTION NO. 20-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING THE RESIDENTIAL WATER DISCONTINUATION POLICY**

WHEREAS, on January 1, 2019, the State of California's Water Shutoff Protection Act ("Act") became effective;

WHEREAS, the Act requires urban water suppliers to adopt a policy regarding the discontinuation of residential water service for nonpayment; and

WHEREAS, the City of Firebaugh, in compliance with the Act, wishes to adopt the residential water shutoff policy for nonpayment attached hereto as Exhibit 1.

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

1. The City of Firebaugh's Water Discontinuation Policy is hereby approved and is effective immediately.

Passed and adopted at a Regular Meeting of the City Council of the City of Firebaugh held on March 16, 2020, by the following votes:

AYES:

NOES:

ABSTAINING:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

EXHIBIT 1

City of Firebaugh's Residential Water Discontinuation Policy

I. Purpose of the Residential Water Service Discontinuation Policy

The purpose of this document is to outline the Residential Water Service Discontinuation Policy ("Policy") for the City of Firebaugh ("City"). The Policy sets forth the principles and objectives that should guide the City's decisions regarding the discontinuation of residential water service. The primary objectives of this Policy are to: establish timelines for discontinuation of water service, identify notice requirements, establish payment arrangement options for those seeking to avoid discontinuation, establish a formalized mechanism for customers to appeal or review bills, establish reconnection fee exceptions, and identify notice requirements pertaining to residential tenants/occupants.

This Policy has been developed in accordance with California Health and Safety Code Section 116900-116926, as well as the guidance set forth in the City's Municipal Code sections 15-1.1 through 15-1.11. It should be noted that this Policy only applies to residential potable water service, and does not include commercial water service, nor does it include any other services provided by the City.

II. Standard Discontinuation Timeline

An account shall be deemed delinquent if payment for service has not been received by the due date indicated on the utility bill, or by the last business day of the month of service. A customer will receive written notice of their delinquent payment on the last business day of that month. Customers will be subject to discontinuation after their payment has been delinquent for sixty (60) days. Customers will be notified via written notice of their impending discontinuation at least seven (7) business days before discontinuation for lack of payment.

If a residential customer fails to comply with either a payment arrangement or deferred payment, as described in Section IV, the City will provide the customer with written notice of the discontinuation at least five (5) days prior to discontinuation of service.

Notices will be mailed to the residence to which residential service is provided. If the account holder does not live at the residence where service is provided, a notice will also be mailed to the billing address of the account holder. In that situation, the notice mailed to the residence where service is being provided will be addressed to "Occupant". Customers can call the City Utility Department to discuss their account and ways to avert discontinuation at (559) 659-2043 (business hours are Monday-Friday, 8:00 a.m. – 4:30 p.m.).

If a customer's service is discontinued for non-payment, the City will provide information to the customer on how to restore service to their property.

III. Written Notices

All written notices under this Policy will include the following:

- Customer name and address
- Amount of delinquency
- Date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service
- Process to apply for an extension of time to pay the delinquent charges (see Section IV)
- Process by which customer may request a deferred payment or payment arrangement (see Section IV)
- Procedure to petition for bill review and appeal (see Section V)

IV. Deferred Payments and Other Payment Arrangements

Circumstances may arise when customers are unable to make a scheduled residential water service payment. In such circumstances, they may request to defer payment or set up a payment arrangement. The City of Firebaugh may offer either of the following:

Deferred payment – customers may be granted a one-time deferral of the entire statement balance;

Payment arrangement – customers may be granted the opportunity to pay the statement balance over an extended period. This will be done over weekly, bi-weekly, or monthly installments.

These options will be available to customers one time per twelve (12)-month period. Customers shall fill out and sign any arrangement in a form prescribed by the City. It should be noted that, while a customer is paying a particular billing-cycle balance on either deferred payment or payment arrangement, they must stay current on both the arrangement and the current services.

A customer may be subject to discontinuation of residential water service if they are late on either their deferred payment or payment arrangement described above, or sixty (60) days late on or their current services payment. Customers will be notified according to Policy Sections II and III of any imminent discontinuations.

V. Appeals

Any customer wishing to appeal their bill, or notice of discontinuation for residential water service, shall direct such appeals, in writing, to the City Clerk at 1133 “P” Street, Firebaugh, CA 93622. Appeals of bills must be received no later than the billing due date of the bill being appealed. Appeals of discontinuation of residential water service must be received no later than five (5) business days prior to the water shutoff date. The scope of the appeal shall be limited to a particular bill that is due, or the discontinuation of service notice.

City staff will review the written appeal and contact the customer to discuss all circumstances surrounding the appeal. Once all facts and circumstances have been discussed and reviewed, the decision of the City will be made and thereafter communicated to the customer. Discontinuation of residential water service will not occur while an appeal is pending. However, adjustments to the billing can either decrease or increase the amount, and all amounts due from the billing cycle will be due immediately upon the completion of the appeal process, or subject to such terms of an alternate payment arrangement should the parties agree as such. The appeal does not toll the number of days a residential water customer is delinquent on their bill.

VI. Reconnection Service Fees

If water services has been disconnected for failure to pay a utility bill as set forth in this Policy, the entire amount of the water bill and all fines and penalties provided by Municipal Code section 15-1.16(b) and hereunder, shall be paid in full before water service is restored:

- 1) To turn on water during operational hours, fifty dollars (\$50.00);
- 2) A fee of twenty-five dollars (\$25.00) shall be charged on all returned checks in payment of utility charges; and
- 3) In addition to any other fees or charges provided in this section, any customer requesting a turn-on of water on any Saturday, Sunday, legal holiday or before the hour of 8:00 a.m. or after the hour of 1:00 p.m. of any day shall pay an additional charge of one hundred fifty dollars (\$150.00) for such turn-on.

VII. Residential Tenants/Occupants in an Individually Metered Residence

The City will make a reasonable, good-faith effort to inform tenants/occupants, by means of a written notice, when the water service is in arrears and subject to disconnection at least ten (10) days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for this arrangement to proceed, the tenant/occupant must provide verification of tenancy in the form of a rental/lease agreement (signed by all parties subject to the lease).

STAFF REPORT

TO: Firebaugh City Council
FROM: Ben Gallegos, City Manager
DATE: March 16, 2020
SUBJECT: Resolution Approving the Final Map and a Subdivision Improvement Agreement with Gateway Homes, Inc. for the Development of Tract 6257 Phase 2 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 2 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 2 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 Improvement Plans for Phase 2 approved by the City Engineer and dated January 14, 2020. The Final Map has been reviewed by the City Engineer as to form for the subdivision of land and required dedications and is on file at the office of the City Clerk.

The Subdivider shall provide security for completing the public improvements in the amount of \$943,068.14 per the 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 2 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. 20-12, approving the Final Map and Subdivision Improvement Agreement with Gateway Homes, Inc. for the development of Tract 6257 Phase 2.

ATTACHMENTS

1. Resolution No. 20-12.
2. Subdivision Improvement Agreement for Phase 2

RESOLUTION NO. 20-12

**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 2**

WHEREAS, Phase 2 for Tentative Tract 6257 was approved by the City on _____, 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 2 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 for Phase 2 dated January 14, 2020, 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 2.

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 2 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 2 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 2 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 March 16, 2020, by the following votes:

AYES:

NOES:

ABSTAINING:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

CITY OF FIREBAUGH
SUBDIVISION IMPROVEMENT AGREEMENT
GATEWAY HOMES, INC. – GREYSTONE ESTATES
TRACT MAP NO. 6257 PHASE 2

This Subdivision Improvement Agreement ("Agreement") is made and entered into this ____ day of _____, 2020, 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 _____ the CITY approved Tentative Tract No. 6257 consisting of residential lots on property described in Exhibit "A"; and

WHEREAS, SUBDIVIDER has agreed to enter into Subdivision Improvement Agreement for Tract No. 6257 Phase 2 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 2; 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 noted in 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	June 30, 2020
Complete installation of utilities	November 30, 2029
Complete installation of curbs, gutters and sidewalks	January 31, 2029
Complete all work	March 30, 2030

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 March 30, 2030, unless a request for extension is submitted to the City prior to the completion date.

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:

- Dodderer Street
- Rabe Street
- Gonzales 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."

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.

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 2.

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 \$943,068.14 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 \$943,068.14 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 \$943,068.14. 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 as set forth in paragraph 1, 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.

(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 \$47,153.41 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: _____
Elsa Lopez, Mayor

AGREEMENT APPROVED AS TO FORM:

By: _____
James Sanchez, City Attorney

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Reference Final Map of Tract 6257 Phase 2 as approved by City of Firebaugh Council Resolution No. 20-12, dated March 16, 2020.

Said Final Map recorded concurrently herewith, in Fresno County Records.

STAFF REPORT

AGENDA ITEM: Resolution of the City Council of the City of Firebaugh Accepting Completion of the Airport Fence and Gate Replacement Project No.: AIP 03-06-0346-007-2019, Authorizing the City Clerk to file a Notice of Completion with Fresno County, and Authorizing the City Manager to Make Final Payment of Retention Monies to Golden Bay Fence Plus Iron Works, Inc.

MEETING DATE: March 16, 2020

PREPARED BY: Mario Gouveia, City Engineer

RECOMMENDATION:

1. Accept the work as complete.
2. Authorize the City Clerk to record a Notice of Completion with Fresno County.
3. Authorize the City to make payment of retention monies to Golden Bay Fence Plus Iron Works, Inc. following the expiration of 35 days from the date of recordation of the Notice of Completion.

BACKGROUND/DISCUSSION:

The City of Firebaugh advertised the Airport Fence and Gate Replacement Project No.: AIP 03-06-0346-007-2019 on May 22, 2019, and bids were opened on June 18, 2019. Golden Bay Fence Plus Iron Works, Inc. submitted the lowest responsible bid and was awarded a contract for \$42,176.00.

The project's construction phase started on October 15, 2019 and the major work consisted of removing and replacing approximately 624 linear feet of damaged perimeter fencing and replacing 2 existing access gates with lockable manual opening security gates at the City of Firebaugh Airport.

The Contractor completed all work within the time required in the Contract Documents. A final inspection has been performed and the work was found to be in compliance with the plans and specifications. Therefore, the work should be accepted as complete and a Notice of Completion filed with Fresno County. If no claims are filed within 35 days after recordation, the retention in the amount of \$1,854.25 should be paid to Golden Bay Fence Plus Iron Works, Inc.

FISCAL IMPACT:

The final construction contract cost inclusive of all authorized work was \$37,085.00. Funding of the construction of the project is covered using a Federal Aviation Grant and City Funds.

PROJECT COST SUMMARY

Contract Amount	\$ 42,176.00
Change Orders	\$ -5,091.00
Actual Construction Cost	\$ 37,085.00

ATTACHMENTS:

1. Resolution No. 20 - 13
2. Notice of Completion

RESOLUTION NO. 20-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH FOR THE ACCEPTANCE OF AIRPORT FENCE AND GATE REPLACEMENT PROJECT NO. AIP 03-06-0346-007-2019, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO GOLDEN BAY FENCE PLUS IRON WORKS, INC.

WHEREAS, the City advertised the Project on May 22, 2019; and

WHEREAS, the City received and the Deputy City Clerk publicly opened bids on June 18, 2019; and

WHEREAS, the City Council awarded a contract to Golden Bay Fence Plus Iron Works, Inc. in the amount of \$42,176.00, on August 19, 2019; and

WHEREAS, the Public Works Department and City Engineer have completed a final inspection of the Project and recommend final acceptance; and

WHEREAS, upon approval of the final acceptance of the Project by the City Council, the City Clerk will record a Notice of Completion with Fresno County and the City will release the retention monies due the Contractor 35 days after the recording date.

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

1. Adopts a Resolution to accept the Airport Fence and Gate Replacement Project No.: AIP 03-06-0346-007-2019.
2. Authorizes the City Clerk to record a Notice of Completion with Fresno County.
3. Authorizes the City to make final payment of retention monies to Golden Bay Fence Plus Iron Works, Inc. 35 days after the recording date.

Passed and adopted this 16th day of March 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

ATTEST:

I, hereby certify that the forgoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Firebaugh this 16th day of March 2020.

Rita Lozano, Deputy City Clerk of the City of Firebaugh

RECORDING REQUESTED BY:

City Clerk
City of Firebaugh

WHEN RECORDED RETURN TO:

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

NOTICE OF COMPLETION**NOTICE IS HEREBY GIVEN:**

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
City of Firebaugh	1133 "P" Street	Firebaugh	CA

(if more than one owner of the interest stated, the name and address of each must be inserted)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: **In Fee.**
4. That on the 19th day of December, 2019 a work of improvement on the real property hereinafter described was completed.
5. That the name of the original contractor, if any for such work of improvement was:

Golden Bay Fence Plus Iron Works, Inc.
(If no contractor for work of improvement as a whole, insert "No Contractor")

6. That the real property herein referred to is situated in the City of Firebaugh, County of Fresno, State of California, and is described as follows:

The major work consisted of removing and replacing approximately 780 linear feet of damaged perimeter fencing and replacing 2 existing access gates with lockable manual opening security gates at the City of Firebaugh Airport.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

March 16, 2020

Date

By: _____
Signature of Owner

Ben Gallegos

Print Name

VERIFICATION

I understand, state:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Firebaugh, California
This 16th day of March, 2020.

City of Firebaugh
Owner

By: _____
Ben Gallegos

The Brown Act in the Age of Technology

Presented by:

Meera H. Bhatt, Esq.

March 16, 2020

LS

LS **Lozano Smith**
ATTORNEYS AT LAW

Purpose of the Brown Act

To facilitate public participation in local government decisions and to curb the misuse of the democratic process by secret legislation by public bodies.



Brown Act: A Quick Refresher of Brown Act Requirements

- What does the Brown Act require?
 - Actions and deliberations be taken openly and in public
 - **Meetings** must be in public (unless a closed session is specifically permitted by law)
 - Meetings must be noticed.
 - Agendas must be made available upon request and posted on website
 - The vote of each member must be identified

What is a “Meeting”?

- Any congregation of a majority of the members of a legislative body when discussing City business
- Even if no action is taken and no concurrence reached



What Isn't a "Meeting"?

- The following scenarios are **not** "meetings" under the Brown Act:
 - (1) Individual Contact
 - (2) Public Conferences
 - (3) Community Meetings
 - (4) Social Gatherings
 - (5) Attendance at Standing Committees as Observer Only

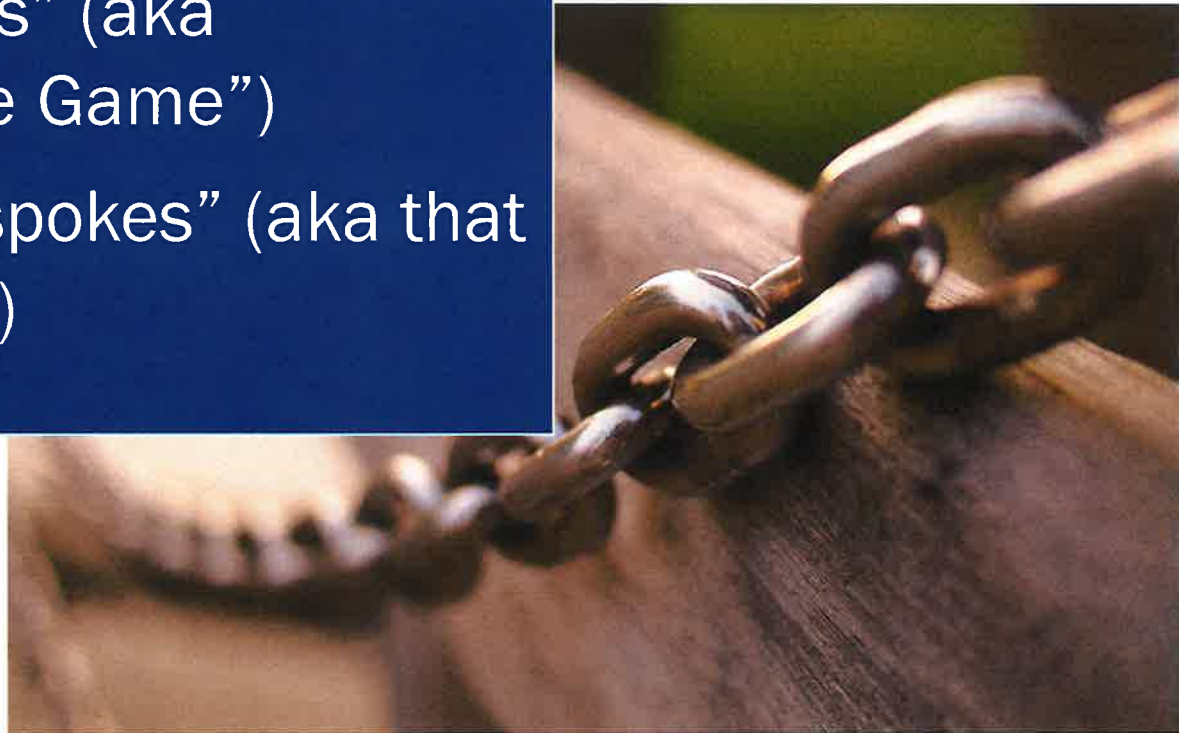
Serial Meetings

“[A] serial meeting is a series of communications, each of which involves less than a quorum of the legislative body, but which taken as a whole involves a majority of the body’s members.”

(Attorney General’s Brown Act Handbook)

Two Types of Serial Communications

- Serial Communications
 - “chain links” (aka “Telephone Game”)
 - “hub and spokes” (aka that one Friend)

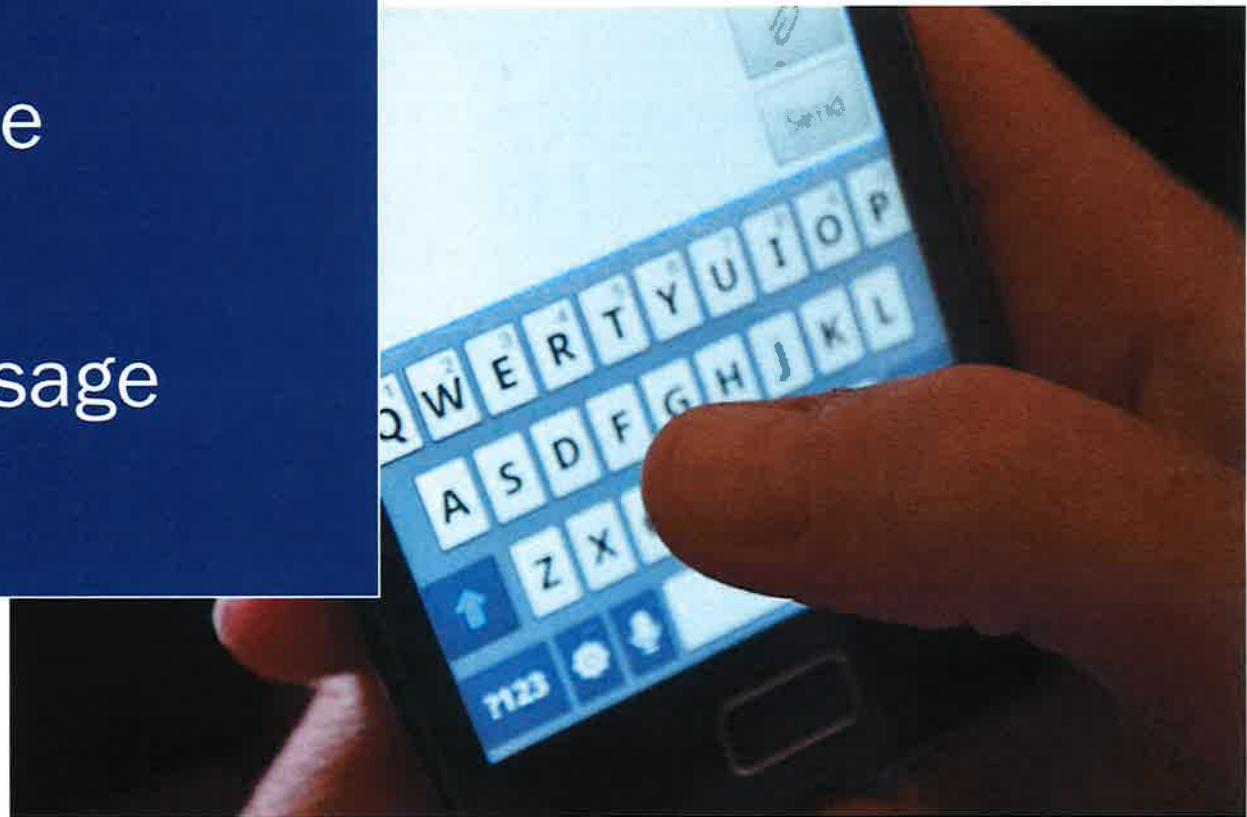


One-Way Transmission of Information

- Agency employees and officials can provide information to board members *if* they are not communicating the position of other board members
- One-way transmission of information by a board member to other board members is ... complicated
 - Avoid communicating a position
 - Information only, with no responses, may be permissible (e.g., an article)

Serial Meetings Can Occur Through the Use of Technology

- Telephone
- Email
- Text message



Emails – What do you think?

- (1) Council member A and Council member B of a five-member council exchange emails discussing their preferred plans for renovations to a City park. Brown Act violation?
- (2) Council Member A sends an email to all Council members and the City Manager asking about an update on an architect's drawings for a City park renovation. Brown Act violation?

Forwarding Emails – What do you think?

Council member B sends an email to the City Manager indicating her preferred park renovation options. The City Manager replies asking for clarification. Council member B forwards the City Manager the email chain between Council member A and B. Brown Act violation?

Forwarding Emails – What do you think?

But what if the City Manager forwards the email chain between Council member A and Council member B to Council member C and asks for her thoughts?

Brown Act violation?

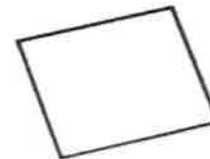
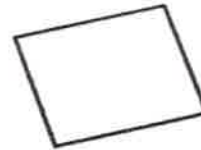
The Brown Act in the Age of Social Media

- Facebook
- Twitter
- Other Social Media



Other Social Media Issues

- First Amendment Issues
- Use of Public Resources
- Privacy/Confidentiality
- Public Records Retention





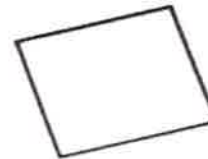
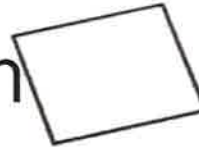
Warning:

Violation of the Brown Act
can be a crime!

POLICE LINE DO NOT CROSS

Best Practices

- Cautious Approach
- Use of Public Resources
- Public Records Retention



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Questions





*For more information, questions and
comments about the presentation,
please feel free to contact:*

**Meera Bhatt or
James Sanchez**

Tel: 559.431.5600

mbhatt@lozanosmith.com
jsanchez@lozanosmith.com

*Or any of the attorneys in
one of our 8 offices.*



Lozano Smith

ATTORNEYS AT LAW

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STAFF REPORT

TO: Mayor Elsa Lopez and Council Members
FROM: Pio Martin, Finance Director
DATE: March 16, 2020
SUBJECT: Authorization to Contract with KCS, for delinquent accounts

RECOMMENDATION:

City of Firebaugh to enter into contract with KCS for debt collection on closed water, sewer, refuse accounts and any past due debt that the City is unable to collect.

HISTORY:

The City of Firebaugh at one time did have a contract with a collection agency for past due account. At no fault to previous staff, with staff changes I believe the reporting of past due / closed accounts stopped with the previous agency. Currently, if an account is closed and final invoice is not paid, the percentage of City collecting final payment is minimal.

DISCUSSION:

If, council agrees staff will prepare resolution to enter into an agreement with KCS and bring back for approval April 06, 2020.

FISCAL IMPACT:

The fiscal impact would be 35% on amount collect by KCS, \$35.00 for every \$100.00 collected. The City will earn \$65.00 for every \$100.00, currently we are earning zero dollars. There is a zero cost to City no upfront cost, no cancellation fees or membership fees. KCS only earns money when they collect on outstanding debt.



"The answer for your Past Due Receivables"
...Since 1932

Corporate Offices
510 North Douty Street
Hanford, Ca 93230
800-366-0950
Fax: 559-587-4277

February 07, 2020

City Of Firebaugh
1133 P St
Firebaugh, CA 93622

To: Pio Martin
Re: Accounts Receivable Management Services

Are you looking for a solid company to handle your Bad Debt Accounts?

The employee owners at **KCS** believe that **we have the best method and processes for recovering Bad Debt Accounts in the state and possibly in the country. We frequently recover more than twice the national average.**

We can pick up where your present agency left off. The transition will be amazingly seamless.

- ✓ We use the highest collection technology available.
- ✓ We have Bi-lingual/Certified Professional Debt Collectors.
- ✓ We have the highest productivity in the industry.
- ✓ We maintain compliance with all Local/State/Federal regulations.
- ✓ Our Customer Service is the best in the industry.
- ✓ We maintain a fully staffed Systems Department.
- ✓ We have a Secure Website with lots of tools for you.
- ✓ We will put more money into your bank than any other Agency.

Call 559-587-4244 now to get your Cash Flow going in the right direction!

Sincerely,

Jeffrey

Jeffrey A Adams
VP Marketing and Sales



KCS

"The answer for your Past Due Receivables"
...Since 1932

**How to get started using our services.
Frequently Asked Questions.**



"Your Accounts Receivable Management Specialists"

Prospective Client,

Most of the professionals who call us have specific questions they need answered before they can make an informed decision. I understand that.

That's why we created this "Getting Started" Brochure. It contains "Frequently Asked Questions." I would like to also suggest that you call our Customer Service Department **(559-587-4250)** and talk to anyone who answers the phone. These people can answer any question, including those not on the FAQ list.

We are so sure that you will be delighted with our services, that we **guarantee** your satisfaction. If, for any reason you are not totally satisfied with our services at any time, we will be happy to cancel and return any and all accounts that you have listed with us (unless there is legal action pending of course).

Thank you. We look forward to working with you!

Sincerely,

A handwritten signature in cursive script that reads "Mark S. Parrish".

Mark S. Parrish
President/CEO

PO Box 950
Hanford, Ca 93232-0950

Here are some FAQ's (Frequently Asked Questions).

- ◆ **Talk about your Customer Service.** We pride ourselves in our level of Customer Service. Only our most highly trained people work in the Customer Service Department. One individual has over 30 years experience at KCS. These people are trained by the CEO and also the KCS Chairman of the Board. We know your time is important and we want you to get the answers you need right away.
- ◆ **What Collection Tools do you use?** Our KCS Collection Professionals use TLO, Credit Repositories, KCS Proprietary Repositories, and other Proprietary tools to collect your accounts quickly.
- ◆ **What Training do your KCS Collection Professionals receive and what Certifications do they hold?** The KCS Debt Collection Professionals must undergo mandatory training periodically. They must successfully complete each training course before they can proceed to the next level of training. Each KCS Debt Collection Professional is certified to ACA International standards. Weekly training is held in the Corporate office, via Video Conferencing for all KCS Debt Collection Professionals.
- ◆ **Do you employ Spanish speaking Debt Collection Professionals?** KCS employees over 25 Professional Debt Collectors, 80% of whom speak both English and Spanish. Most of the KCS support staff are also Bi-Lingual (English/Spanish).
- ◆ **Do you comply with HIPAA Rules?** Yes, we are HIPAA Compliant. KCS has a Compliance Officer that maintains all of the Compliance manuals and procedures. The Compliance Officer and the President both attend Seminars, to be up-to-date on the changing Compliance Environment. We also maintain "downstream" compliance with HIPAA. (Ex: Our Shredding Company is certified HIPAA Compliant).
- ◆ **Is your KCS Website SSL Certified?** Yes! It is SSL Certified. SSL is an acronym for Secure Sockets Layer, an encryption technology. SSL creates an encrypted connection between the KCS web server and your web browser, allowing for private information to be transmitted without the problems of eavesdropping, data tampering, or message forgery.
- ◆ **How will I get my Invoices/Statements/Reports?** All statements/invoices and reports are easily obtained by accessing our SSL Website and viewing, printing or downloading them to you computer. We also allow you the flexibility to receive your Invoices/Statements/Acknowledgments/Reports or Industry News, via Email, Fax, or via the KCS Website.

- ◆ Do you “outsource” any collection tasks to other countries? No. Some Agencies outsource their Collection Operations to other countries, which is less expensive than maintaining local professionals. We don’t do that. We hire local people.
- ◆ Do you have Walk-in Payment Counters at all of your offices? All KCS offices have Walk-In Payment Counters for the convenience of your Customers.
- ◆ Do you report to the Credit Reporting Agencies? Yes, we report to the three major credit reporting agencies. We report all balances and usually report from 30 - 60 days from receipt.
- ◆ Do you maintain a Full Service Legal Department? Yes, we have a **Full Service Legal Department** which we use to recover money when the debtor is reluctant to pay under normal circumstances. Since we are an OpenSource Company, all of the Legal Software is designed and maintained by our Systems Department. We make the software do EXACTLY what we want - nothing more or less. Productivity increases as a result!
- ◆ When we sign up for KCS Services, who will be our Client Services contact person? All of our Client Services Representatives are “top notch” and have varying backgrounds. You will be matched with the KCS Client Services person who best fits your needs.
- ◆ What specific information do you need to effectively recovery our bad debt accounts?
 - ◆ Name, Address, Phone #, SSN, Employer (Same information for spouse if applicable)
 - ◆ Date of Last Charge, Balance, Date of Last Payment.
 - ◆ If possible, provide a **credit application with the signature**.
 - ◆ We also need the Client Name, SSN, Cell or Home phone numbers.
 - ◆ If you have an **itemized statement/invoice**, that will also be very helpful.

Note: (The KCS Secure Website allows you to upload all of this information, quickly and easily).

- ◆ Do you offer Direct Deposit of funds into our Bank Account? Yes, we will automatically deposit your share of funds recovered from accounts listed with KCS for collection, into the bank account you designate.

- ◆ What options do you have for me to send our bad debt accounts to you?
 - ◆ Enter the data Manually via www.kingscredit.com
Click on Client Services -> Account Listing and follow the directions
 - ◆ Upload a Microsoft Excel Spreadsheet by logging into kingscredit.com
Click on Client Services -> Upload Debt File and follow the directions. (.csv, .doc, .pdf, .txt, .xls, .xlsx)
 - ◆ Manually enter the information on one of our fillable electronic or paper listing sheets. Then fax to **559-587-4277**.
 - ◆ Mail a printout of your Bad Debt to our Corporate Address: **KCS** PO Box 950 Hanford, Ca 93232-0950
- ◆ When do you recommend we send our Bad Debt Accounts to you? We recommend that you send your accounts to KCS after they are 90 days delinquent.
- ◆ We understand that you are an ESOP Company. What does that mean for us? Yes, we are an ESOP Company. That means we are **employee owned!** Studies have shown that ESOP Companies have **Higher Production, increased Profitability, and Higher Employee Dedication**, then non ESOP Companies. We will do more for you than your present Agency!
- ◆ We understand that you have an Open-Source Software Policy. What does that mean for us? We own all of our software. This allows us to make software changes quickly, which usually causes productivity to go up. Also, the changes we make are seamlessly synced to other systems, making it all play nice together. This means that we can be much more productive than the competition.
- ◆ What are your Fees and what is your Average Recovery Rate? The Fees charged by KCS and the KCS Recovery Rates, can be sent to your email. When requested. Even though we may charge a higher fee, we will recovery more for you. You get what you pay for with KCS! **We will put more money into your bank than you present Agency. Guaranteed!**
- ◆ Will you provide a Client Reference List, if we request it? Yes, we can and will. We will send it to you via email, when requested.



FIREBAUGH POLICE DEPARTMENT

Memo

To: Honorable Mayor Elsa Lopez and Council Members
From: Salvador Raygoza, Police Chief
cc: Benjamin Gallegos, City Manager
Date: 03/11/2020
Re: Staff Report

MONTHLY CRIME ANALYSIS:

During the month of February 2020, our crime rate stayed about the same as last month with an increase in vandalism. Officers have identified four juveniles responsible for most of the vandalisms throughout the city. We are hoping to close most of our vandalism cases soon with arrests of the juveniles responsible for all the gang related graffiti around town. The suspects are young middle school age students.

Our violent crime rate and property crime rate went down during the last two months compared to last year. Officers continue to do a great job keeping our community safe and secure.

A total of 53 reports were pulled by officers during the month of February, which can be classified as crime reports and traffic accidents. Officers issued 44 traffic citations and only had 2 traffic accidents within the city limits. We had 1047 calls for service go through our dispatch center during the month, 649 were officer initiated calls.

These stats are based on the City of Firebaugh and do not reflect any information pertaining to the City of Mendota or its police department.

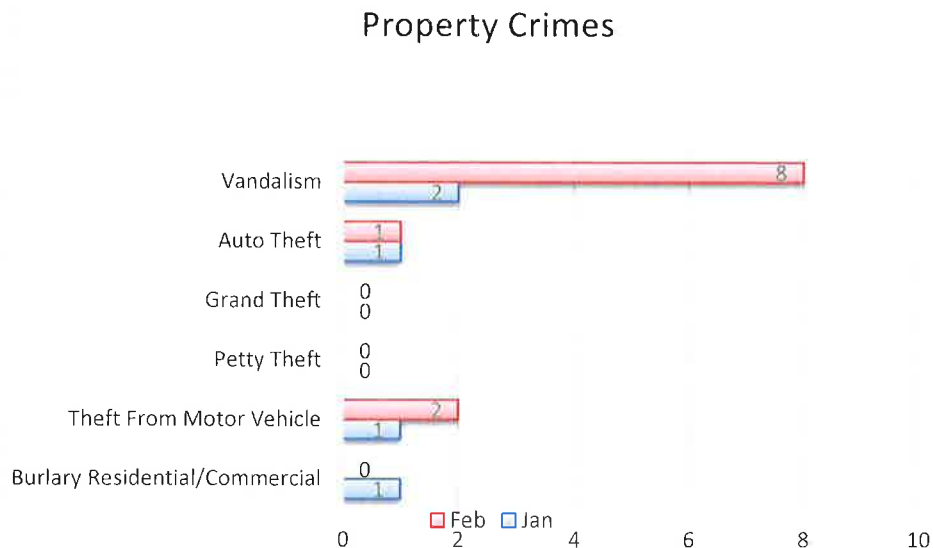
SIGNIFICANT CASES:

On February 29, 2020 Reserve Officer Gonzalez and Reserve Officer Ortiz observed two individuals walking on the trail east of the community center. Subjects were seen drinking alcohol at park in violation of municipal code. One of the subject was found to be in possession of a loaded concealed firearm and narcotics. The subject was from the Dos Palos area and a known "Sureno" gang member. Subject was booked into Fresno County Jail on felony charges.

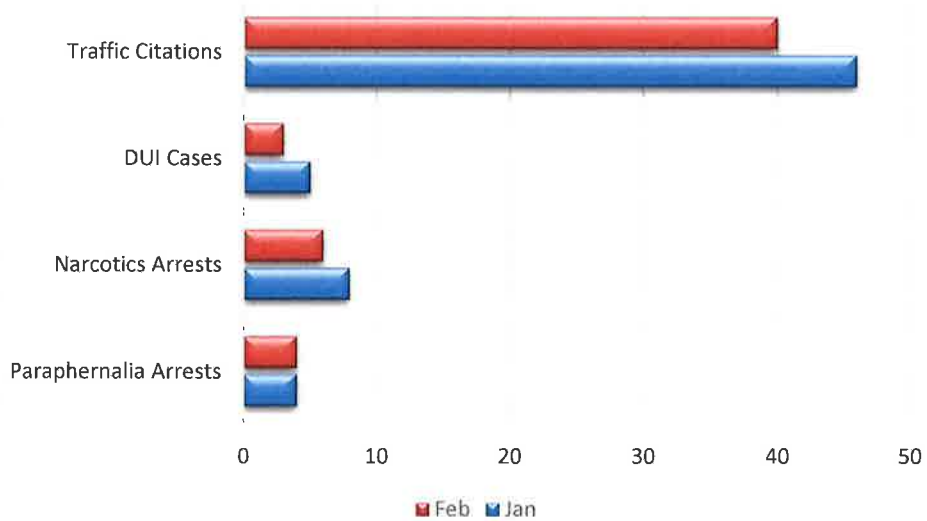
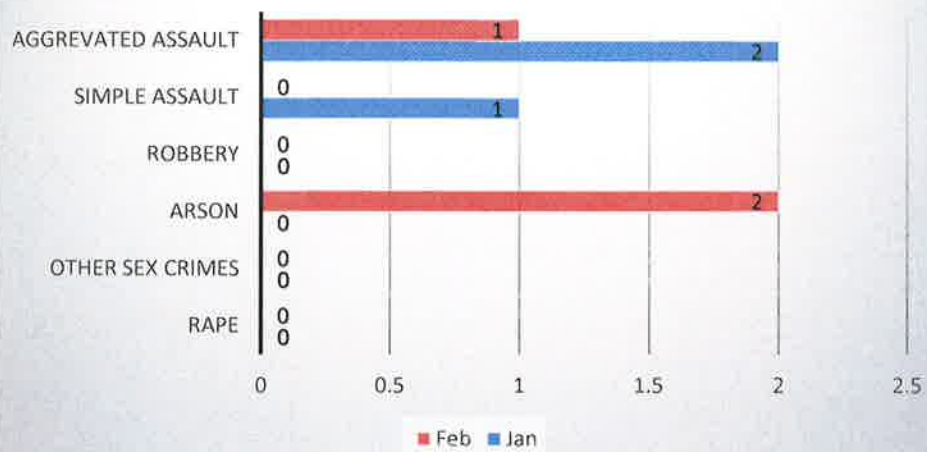
On March 5, 2020, Officers of the Firebaugh Police Department executed a search warrant at a residence on the 1600 block of Mendoza Drive. Officers were exposed to methamphetamine smoke due to residents smoking narcotics when officers entered the apartment. Officers located a loaded modified assault rifle and a loaded 357 revolver. The resident is a known "Norteno" gang member and had been threatening citizens in the housing authority area. Two subjects were booked into Fresno County Jail on several felony charges. The recovery of this guns and their arrest will prevent future crimes that this subjects would have committed.

On March 6th 2020, Officers responded to a stolen vehicle report the 600 block of P Street. Officers located the stolen vehicle wrecked at the corner of 15th and P Streets a few hours later. Officers also located multiple locations around the city were gang graffiti was spray painted by the same subjects who stole the vehicle. The subjects caused thousands of dollars in property damages. We have identified the suspects who are middle school age juveniles. We are working on putting a case together against suspects and hope to make arrest soon. The graffiti was removed the same day or a few days later by all property owners.

CRIME STATS



Crimes Against Person



City of Firebaugh Fire Department

Firebaugh, CA

This report was generated on 3/6/2020 4:22:09 PM



Incident Statistics

Start Date: 02/01/2020 | End Date: 02/29/2020

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		50	
FIRE		18	
TOTAL		68	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
736 - CO detector activation due to malfunction		1	
TOTAL		1	
MUTUAL AID			
Aid Type		Total	
Aid Given		12	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
4		5.88	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 1	0:04:03	0:07:07	
AVERAGE FOR ALL CALLS		0:04:50	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 1	0:01:33	0:01:45	
AVERAGE FOR ALL CALLS		0:01:51	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
City of Firebaugh Fire Department		25:38	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients 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 3/6/2020 4:25:29 PM



Total Incidents per Personnel for Date Range

Personnel: All Personnel | Sort By: Personnel | Start Date: 02/01/2020 | End Date: 02/29/2020

PERSONNEL	COUNT	PERCENTAGE
<u>Arana, Jose E.</u>	3	4.41 %
<u>Borboa, John G</u>	59	86.76 %
<u>Britton, James B.</u>	20	29.41 %
<u>Coleman, Sherry</u>	16	23.53 %
<u>Conklin, George I.</u>	29	42.65 %
<u>Diedrich, Colton J.</u>	5	7.35 %
<u>Diedrich, Corbin J.</u>	4	5.88 %
<u>Flores, Edwin A.</u>	35	51.47 %
<u>Gallegos, Angelica</u>	26	38.24 %
<u>Knight, Dillon J.</u>	7	10.29 %
<u>Lobato, Jordan G.</u>	2	2.94 %
<u>Lowry, Bryan</u>	10	14.71 %
<u>Magana, Adrian J.</u>	7	10.29 %
<u>Marin, Hector</u>	43	63.24 %
<u>Martinez, Juan A.</u>	3	4.41 %
<u>Martinez, Maximus T.</u>	5	7.35 %
<u>Molina, Michael A.</u>	18	26.47 %
<u>Molina, Nicholas R.</u>	3	4.41 %
<u>Navarro, Joshua</u>	5	7.35 %
<u>Ocequeda, Leonardo</u>	1	1.47 %
<u>Pacini, Danny J.</u>	12	17.65 %
Sum of Individual Responses	313	
Total Incidents for Date Range	68	

Includes incidents where personnel responded to on or off an apparatus. Only REVIEWED incidents included.

City of Firebaugh Fire Department

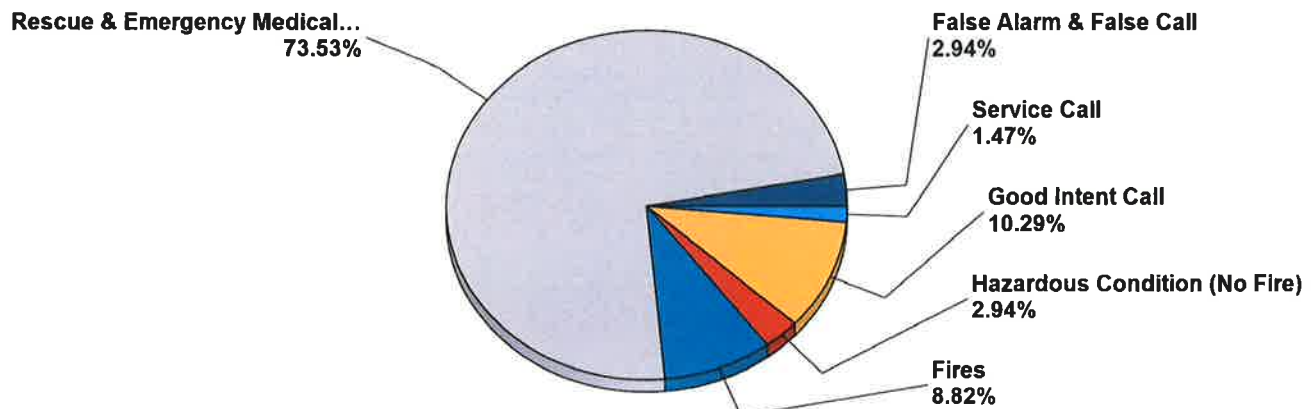
Firebaugh, CA

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2020 | End Date: 02/29/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	8.82%
Rescue & Emergency Medical Service	50	73.53%
Hazardous Condition (No Fire)	2	2.94%
Service Call	1	1.47%
Good Intent Call	7	10.29%
False Alarm & False Call	2	2.94%
TOTAL	68	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero. Does not include Imported data.

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	1.47%
142 - Brush or brush-and-grass mixture fire	1	1.47%
143 - Grass fire	1	1.47%
151 - Outside rubbish, trash or waste fire	1	1.47%
154 - Dumpster or other outside trash receptacle fire	2	2.94%
321 - EMS call, excluding vehicle accident with injury	45	66.18%
322 - Motor vehicle accident with injuries	5	7.35%
412 - Gas leak (natural gas or LPG)	1	1.47%
440 - Electrical wiring/equipment problem, other	1	1.47%
551 - Assist police or other governmental agency	1	1.47%
611 - Dispatched & cancelled en route	5	7.35%
632 - Prescribed fire	1	1.47%
651 - Smoke scare, odor of smoke	1	1.47%
736 - CO detector activation due to malfunction	1	1.47%
744 - Detector activation, no fire - unintentional	1	1.47%
TOTAL INCIDENTS:	68	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero. Does not include Imported data.



**EMERGENCY
REPORTING**

emergencyreporting.com

Doc Id: 553

Page # 2 of 2

Learning critical life-saving skills

Cadet program teaches firefighting, first aid basics

*DPB/JP
03/05/20*

By David Borboa
The Dos Palos Sun
Later this month, teenage students from Firebaugh will head to Clovis for a unique competition.

They are part of the Firebaugh Fire Department's Cadet Squad, a program that teaches them both firefighting and life-saving skills.

The cadet program has been in place for about 25 years, according to long-time fire chief John Borboa. As with any small town volunteer fire department, it is critical to keep the active membership up and trained.

"As the older members retire, we have to replace them, and this program has worked," Borboa explained.

Hector Marin is a prime example.

Marin started as a

cadet when he was 14 years old. Now 30, he has been a full time volunteer for 11 years and also works with Borboa to train the youngsters.

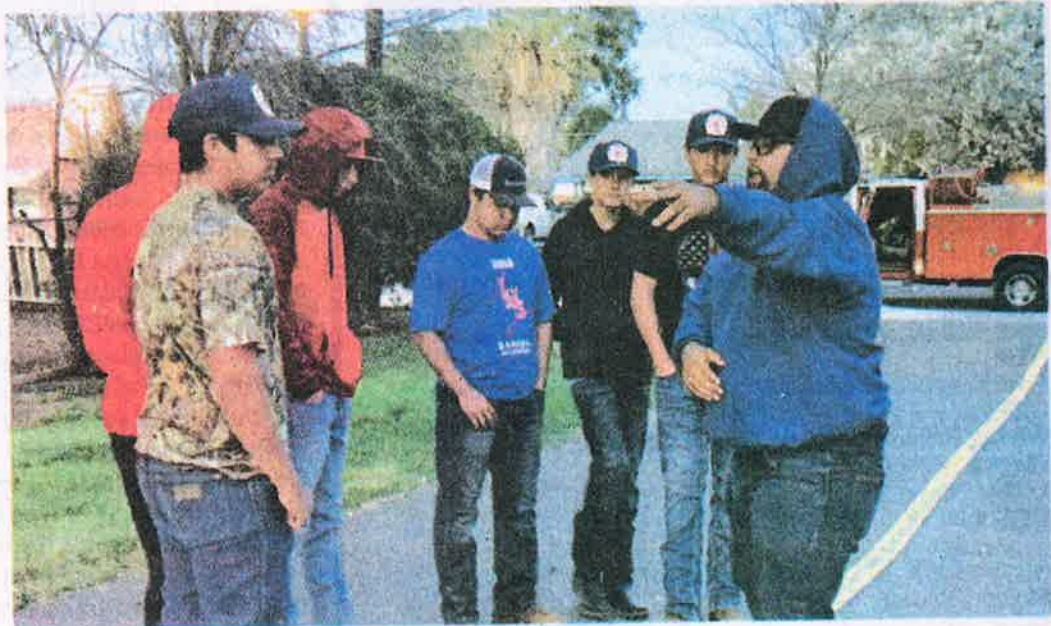
Every Saturday evening, Borboa and Marin meet with the cadets at the fire

station for hands-on training. They receive hands-on training in first aid, car accident procedures, and fire suppression. The cadets are also present when the regular members train during the week.

"They learn everything

that someone would learn at a fire academy," Borboa explained. At actual fire calls, the cadets are required to stay in the background and assist with getting equipment.

See CADETS Page 6



Firebaugh volunteer firefighter Hector Marin (right) gives instruction to members of the department's cadet squad during a recent training session.

CADETS (Continued)

"Once the situation is deemed safe, we will let them man a hose for 'mop up' duties. But they have also been involved in medical calls, taking vitals and actually doing CPR."

Over the years, participation in the program has been excellent, Borboa said. He purposely keeps membership to no more than six cadets so he has had to turn kids away.

"And we treat this as a school extra-curricular activity, so they have to maintain a 2.0 grade point average or they get dropped," he added.

Right now, seven members of Firebaugh's volunteer force started as cadets. Also two more are now paramedics, two are full time with Selma's department, and another two are with Cal Fire.

As for the upcoming competition, it will be held at the Clovis Fire Center and will also include cadets from Clovis High, Clovis East, and other schools.

"Clovis High has a fire science class that has the same curriculum as the Fresno City College Fire Academy, and Clovis East

even has their own fire truck to use for training. It should be very interesting," said Borboa.

The cadets will compete in such competitions as charging up and advancing hose, hose hoist, roof ladder carry, and pike pole tie off.

"The best part of helping train these youngsters is keeping the department tradition alive," said Marin. "Our department is full of volunteers and giving the youngsters an opportunity to decide if fire science is really their career path is important," said Marin.



Firebaugh fire cadets practice hauling hose up a flight of stairs, which will be one of the competitive events they will be participating in in Clovis.