

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No. 20/10-05

Date/Time: October 5, 2020/6:00 p.m.

***SPECIAL NOTICE DUE TO COVID-19 MEETING WILL BE HELD VIA TELECONFERENCE ONLY –
THE MEETING WILL NOT BE OPEN TO THE PUBLIC**

**PURSUANT TO PARAGRAPH 11 OF EXECUTIVE ORDER N-25-20,
EXECUTED BY THE GOVERNOR OF CALIFORNIA ON MARCH 12, 2020**

Members of the public who wish to address the Council may do so by submitting a written comments to the Deputy Clerk via email deputyclerk@ci.firebaugh.ca.us Please provide: Council Meeting Date, Item Number your comment are pertaining to, Name, Email and comment, no later than 3:00 PM the day of the meeting.

***Pursuant to Government Code Section 54953 (b)(2), all action taken during this teleconferenced meeting shall be by roll call vote.**

Join Zoom Meeting

<https://us02web.zoom.us/j/87225116193?pwd=UVJKL3F5NFpELzdwbVltQmF5MEExwZz09>

Meeting ID: 872 2511 6193

Password: 196281

One tap mobile: 1-669-900-9128

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

PRESENTATION

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 September 21, 2020.

PUBLIC HEARING

2. **ORDINANCE NO. 20-04 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING FIREBAUGH MUNICIPAL CODE CHAPTER 2 SECTION 2-12.3 DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE AND EXECUTE CONTRACTS WHERE THE EXPENDITURE IS APPROVED IN THE CITY BUDGET, DOES NOT REQUIRE COMPETITIVE BIDDING, AND IS UNDER FIFTEEN THOUSAND DOLLARS (\$15,000) – SECOND READING.**

Recommended Action: Council receives public comment & approves of Ord. No. 20-04.

NEW BUSINESS

3. **RESOLUTION NO. 20-41 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AN AGREEMENT WITH WEST HILLS COMMUNITY COLLEGE DISTRICT ("WHCC") FOR REPAIR AND MAINTENANCE OF PUBLIC UTILITIES AND RELATED IMPROVEMENTS.**

Recommended Action: Council receives public comment & approves Res. No. 20-41.

4. **RESOLUTION NO. 20-42 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, INITIATING PROCEEDINGS FOR THE ANNEXATION OF TRACTS 6257, 6313, AND 6314 INTO THE CITY OF FIREBAUGH LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1, STATING ITS INTENTION FOR THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS WITHIN SAID ANNEXATION, AND ORDERING THE PREPARATION AND FILING OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.**

Recommended Action: Council receives public comment & approves Res. No. 20-42.

5. **RESOLUTION NO. 20-43 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND MADERA COUNTY FOR AUTOMATIC/MUTUAL AID – NINTH AMENDMENT TO MUTUAL AID AGREEMENT.**

Recommended Action: Council receives public comment & approves Res. No. 20-43.

STAFF REPORTS

CLOSED SESSION

6. **CONFERENCE WITH LEGAL COUNSEL – Government Code Section 54956.9(d)** - Pending Litigation

Jones v. Hiller Aircraft, et al. (City of Firebaugh)
Fresno Superior Court Case No. 18CECG04044

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, October 2, 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. 20/09-21

**PURSUANT TO PARAGRAPH 11 OF EXECUTIVE ORDER N-25-20,
EXECUTED BY THE GOVERNOR OF CALIFORNIA ON MARCH 12, 2020**

City Council Meeting held via teleconferencing

***Pursuant to Government Code Section 54953 (b) (2), all action taken during this teleconferenced meeting shall be by roll call vote.**

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

Date/Time: September 21, 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 Felipe Pérez

ABSENT: Council Member Brady Jenkins

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.

- A Moment of Silence in honor of Ex Council Member Jim Lowe & fallen Detective Jose Mora.

PLEDGE OF ALLEGIANCE Council Member Sablan led pledge of Allegiance.

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT

Received a request from Toma-Tek representatives asking to speak, however, they failed to call in or submit anything for public comment.

PRESENTATION

Geno Andrade of Mid-Valley Disposal presented, City of Firebaugh's 1st & 2nd Quarter Recycling stats, & gave overview of community events, site assessments, & education information outreach. Award announced winners in Firebaugh for recycling were, Recycler of the Year Award to State Foods, Residential Recycling Recognition Award to the Arias Family, for the exemplary efforts to reduce waste. Virginia Fowler of Mid-Valley Disposal provided an update of new recycling requirements & laws: SB 1383, reducing short lived climate pollutants, by requiring 75% reduction of organic waste recycling by 2025, beginning January 2022. Informed the City Met C&D (construction & Demo) recycling diversion Rate (73%), reported the City is 100% compliant –AB-341, which is designed to reduce 75% of greenhouse gas emissions by diverting waste from landfill. AB-1826 requires schools, businesses & multi-family housing complexes to recycle organic waste, the school has started the implementation of the program.

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council regular meeting on August 17, 2020.
2. WARRANT REGISTER – Period starting August 1, and ending on August 31, 2020.

August 2020	General Warrants	#40055 - #40162	\$ 648,631.19
	Payroll Warrants	#71340 - #71356	\$ 125,579.41
TOTAL			\$ 774,210.60

Motion to approve Consent Calendar by Council Member Valdez, second by Council Member Sablan, motion passed by 4-0 vote.

PUBLIC HEARING

3. **ORDINANCE NO. 20-04 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING FIREBAUGH MUNICIPAL CODE CHAPTER 2 SECTION 2-12.3 DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE AND EXECUTE CONTRACTS WHERE THE EXPENDITURE IS APPROVED IN THE CITY BUDGET, DOES NOT REQUIRE COMPETITIVE BIDDING, AND IS UNDER FIFTEEN THOUSAND DOLLARS (\$15,000) – FIRST READING.**

Motion to waive first reading of Ord. No. 20-04 by Council Member Valdez, second by Council Member Perez, motion passed by 4-0 vote.

4. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND CONSIDER A CANNABIS REGULATORY PERMIT FOR FIREBAUGH DEVELOPMENT CORPORATION TO CONDUCT COMMERCIAL CANNABIS OPERATIONS INCLUDING MANUFACTURING, RETAIL AND DISTRIBUTION.**

Public Hearing opened @ 6:08 pm – Comments: Mr. Boyadjian asked what he need to do to get his business opened & move on to operation. He received a letter stating the Police Chief’s recommendation to deny his Cannabis Business Regulatory Permit Application, because of failure to divulge sufficient transparency & provide evidence of sufficient capitalization to launce the business. It’s taking too long, he spent \$60,000 for a property that was only worth \$30,000, & provide financial statements, and Mr. Boyadjian said he received a letter from HdL stating his business did get approved. Tim Cromartie of HdL, replied, the letter mailed to Mr. Boyadjian, Firebaugh Development Corp. (FDC), specified, In October 2019, he submitted to the City of Firebaugh to operate a cannabis Microbusiness, consisting of retail, manufacturing, and distribution. After review of the application, it was only approved for two of three components of his proposal, all of the components of the application are required to be approved. Application approval, requires owners be able to provide capital for all of their proposals/applying business operation at the time of submittal, however, he was only able to provide capital for some of the proposed business operation, which is insufficient.

The City has sent several letters to Mr. Boyadjian to request information, and try to resolve this matter, giving him the opportunity to provide the lacked sufficient detail, which was needed to address the following issues: **Business Plan**, building cost & time line lacked a description & cost estimate for the Manufacturing portion of his business plan, include documentation to show the relationship between the corporate entity NAMI and the applicant as proof of capitalization, as a must, too also show sufficient capital to fund: licensing and permitting fees, lease or real estate purchase payments, any required tenant improvements, equipment purchases, salaries, and any initial inventory and materials purchases that are necessary to get the business to the point that it opens its doors, and to sustain it for at least three months. **Neighborhood Compatibility Plan**, a premises diagram for all interior and exterior dimensions, as directed by the State of California. **Safety Plan**, required to provide specifics of fire, alarm, & HVAC systems, prevention, & suppression. Sprinkler system was not sufficient. **Security Plan**, provide an assessment of site security by a qualified security consultant. Due to the mentioned reasons, the failure to divulge sufficient transparency, the ownership structure and composition of FDC, & failure to provide evidence of sufficient capitalization to launch the business, are among the factors leading to this recommendation of denial. Mr. Boyadjian responded, he has provided financial statements, showing sufficient proof, but if FDC is only approved for two parts of the proposal, he will go to City Hall to remove the one part of his proposal he wasn’t approved for. He added, he has taught Council Member Valdez & the City everything they need to know about the cannabis business. He is a contractor, which will save building cost for the structure. Chief Borboa asked, Mr. Boyadjian if he had a current, valid Contractor’s License. Mr. Boyadjian replied, “No, I let it go.” Mr. Boyadjian’s Contractor’s license for cabinetry is suspended. *Public Hearing closed @ 7:11 pm.*

Motion to table item, have staff & HdL go back to prepare a list of questions & seek information from Mr. Gevork Boyadjian on concerns related to financial, operational and ownership structure and charge all additional consultant and attorney fees to Firebaugh Development Corporation with a deadline of thirty days to return to Council by Council Member Valdez, second by Council Member Sablan, motion passed by 3-1 vote. Lopez – no.

NEW BUSINESS

5. **RESOLUTION NO. 20-40 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AN ASSIGNMENT OF RIGHTS AND OBLIGATIONS AND AMENDMENT TO THE FIREBAUGH REDEVELOPMENT AGENCY OWNER PARTICIPATION DEVELOPMENT AGREEMENT WITH CALIFORNIA COMMUNITY BUILDERS, INC. (MILLER & LUX PROJECT).**

Habitat for Humanity proposed to complete the San Joaquin Villas & Miller Lux Projects, there is a few changes from the original project, of the 11 lots that CCB didn't develop, and two or three lots will of the unfinished lots will be converted to parking lots. Habitat for humanity will build low-income homes, not mid-income homes, lots will transition condominium fee ownership into individual fee lot ownership for all home owners, so there is longer any Homeowners' Association fees, The City will annex common areas(streets, parking lots, open space & basin), similar to public entity. No community park will be developed, the city will forgive \$200,000 Deed of Trust & \$150,000 Deed of trust, which was given to the prior owner for the development of the project. Council Member Sablan asked Mr. Kaye, if he requested any waiver of impact fees from the City. Mr. Kaye replied, he didn't.

Motion to accept Res. No. 20-40 with addition of the San Joaquin Villas project to be included, as the resolution only mentions Miller-Lux project, by Council Member Sablan, second by Council Member Perez, motion passed by 4-0 vote.

STAFF REPORTS

- **City Manager, Ben Gallegos** – VFW is on tract, they are pouring the foundation. The City received grant award for the Fire Station, the community is excited about the news. We will be going out to bid next month, we will need to dig through two properties to fix a sewer line. We received an award letter for the water line replacement project. We working with Caltrans on a few projects, Cen Cal & Beautification of the Highway.
- **Finance Director, Pio Martin** – working with Daktronics to fix the electric board, working with RMA to get diversity training, RMA is in the process of getting speakers for the training.
- **Deputy City Clerk, Rita Lozano** – nothing to report.
- **Fire Chief, John Borboa** – Can't wait for to go out to bid and start working on the new Fire station, held training cutting up cars for our fire department members, there was a vehicle accident and five fires this past week.
- **Police Chief, Sal Raygoza** – Provided an update to council via email, total of 314 cases, but only have 15 current cases, everyone is doing a good job. Received a call on yard sales last week, we haven't allowed them, but we called the county to find out the guidelines. Originally, we were informed yard sales weren't allowed but then received a call back, stating yard sales are allowed with restrictions. Chief's recommendation is to not allow them, but asked the wishes of the council. Mayor Lopez is in favor of allowing them. Council Member Sablan is against allowing them, recommended the items be donated at a designated location & allowing people that have a need for the items, to be allowed to pick them up for free. Council inquired what the guidelines are for public parks, Chief is allowing people to use the park (sit on a bench, exercise or play a sport) but only with the members of their own household. Two Officers were sent to the Creek Fire to assist this past week, & two more may go this week, if they are still needed. They City will get partial reimbursement for their service. There was a stabbing in front of the Latino Market, a man from Chowchilla witnesses to juveniles kicking a dog & confronted them. One to the juveniles stabbed the man in the buttocks, the individual that did the stabbing got away, but the other was arrested. The department knows who that person is and is working on arresting that individual.
- **Council Member Valdez** – the city seems to be having a lot of problems with our electric board, & asked staff to research, what the cost to replace it, so we can lobby for funding. Police Chief asked Mayor Pro Tem to ask the School if the City can use their Electric Board to get COVID-19 information out to the public. Council Member Valdez, asked staff to provide an update on the Highway Beautification for a future meeting, since there hasn't been much progress & grant was awarded several years ago.
- **Council Member Perez** – Suggested staff contact Mr. Ramon Lopez about the Hwy Beautification Project, he works with Caltrans and is a good guy. Firebaugh still has many residents that hasn't completed their census information, we need a way to get out more advertisement & a place to put up a banner to promote it.
- **City Attorney James Sanchez** – nothing to report.

ADJOURNMENT

Motion to adjourn by Council Member Valdez, second by Council Member Sablan; motion passed by 4-0 vote at 8:11 p.m.

ORDINANCE NO. 20-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING FIREBAUGH MUNICIPAL CODE CHAPTER 2 SECTION 2-12.3 DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE AND EXECUTE CONTRACTS WHERE THE EXPENDITURE IS APPROVED IN THE CITY BUDGET, DOES NOT REQUIRE COMPETITIVE BIDDING, AND IS UNDER FIFTEEN THOUSAND DOLLARS (\$15,000)

WHEREAS, the City Council has the authority to approve contracts on behalf of the City of Firebaugh; and

WHEREAS, the City Council may delegate authority for the City Manager to approve and execute certain agreements on behalf of the City; and

WHEREAS, Firebaugh Municipal Code section 2-12.3.a delegates to the City Manager, as the purchasing officer, authority to purchase supplies and equipment in the amount of \$5,000 or less; and

WHEREAS, Firebaugh Municipal Code section 2-12.3.b delegates to the City Manager, as purchasing agent, authority to contract for professional or technical services in the amount of \$7,500 or less without prior consent of the Council; and

WHEREAS, for efficiency purposes, the City Council desires to delegate authority for the City Manager to administratively approve and execute contracts whose expenditures have been approved in the City budget, do not otherwise require competitive bidding, and the total proposed expenditure is under Fifteen Thousand Dollars (\$15,000).

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

SECTION 1. Section 2-12.3 is amended to read:

2-12.3 PURCHASING AND CONTRACTING AUTHORITY LIMITS.

- a. The City Manager, as purchasing officer, has the authority to administratively approve and execute contracts where the expenditure has been approved in the City budget, the contract does not require competitive bidding, and the total proposed expenditure or liability exposure is under Fifteen Thousand Dollars (\$15,000).
- b. The City Manager is authorized to take steps to seek Requests for Qualifications (RFQ's)/Request for Proposals (RFP's) as necessary to determine the best value to the City for the given contract.
- c. The City Manager shall also seek the approval as to legal form of the City Attorney for each contract.

SECTION 2. This ordinance will take effect thirty (30) days following the Council adoption.

SECTION 3, The City Clerk is hereby ordered and directed to certify the passage of this ordinance and to cause it to be published once in a newspaper of general circulation, published in the County of Fresno.

The foregoing Ordinance No. 20-04 was introduced at a regular meeting of the City Council of the City of Firebaugh on the 21st day of September, 2020, and was passed and adopted at a regular meeting of the City Council on the 5th day of October, 2020, by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

RESOLUTION NO. 20-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AN AGREEMENT WITH WEST HILLS COMMUNITY COLLEGE DISTRICT (“WHCC”) FOR REPAIR AND MAINTENANCE OF PUBLIC UTILITIES AND RELATED IMPROVEMENTS

WHEREAS, WHCC is constructing a satellite campus in the City of Firebaugh (“City”) bringing additional educational and service related economic development opportunities for the City; and

WHEREAS, as part of the construction, WHCC has undertaken various infrastructure improvements in the City and in public right of way owned by the City; and

WHEREAS, An existing waterline shown in the attached Exhibit A Repair and Maintenance Covenant and Agreement (“Agreement”), is proposed to be covered in a manner that presents a more shallow distance from the finished grade than normally complies with City standards; and

WHEREAS, WHCC City has agreed to allow the deviation so long as WHCC constructs the waterline and related improvements in a manner that ensures public safety and WHCC assumes all repair, maintenance and related responsibilities for the waterline.

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

1. The **Exhibit “A”** Agreement between the City of Firebaugh and WHCC is approved.
2. The City Manager is authorized to execute the Agreement and take steps necessary to implement the terms on behalf of the City.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 5th day of October, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

EXHIBIT “A”

Recording Requested By:

City of Firebaugh
Public Works Department
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:

City of Firebaugh
1133 P Street
Firebaugh, CA 93622
ATTN: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REPAIR AND MAINTENANCE COVENANT AND AGREEMENT
(For Repair and Maintenance of Public Utilities and Related Improvements)

This Repair and Maintenance Covenant and Agreement ("Agreement") is entered into on September __, 2020 (the "Effective Date") by and between the City of Firebaugh, a California municipal corporation ("City"), and West Hills Community College District, a California Community College District ("Covenantor").

Recitals

WHEREAS, Covenantor is the record owner of the real property situated in the City of Firebaugh, County of Fresno, State of California, commonly known as West Hills College – Firebaugh North District Center, located at 1511 9th St., Firebaugh, CA 93622 ("Real Property"), consisting of the following parcels: APNs 008-042-13T, 14T, 18T, 24T, 26T, 27T, & 44T; APNs 008-051-06T & 08T; and APNs 008-052-01T, 15T & 16T.

WHEREAS, City owns street rights of way in and around certain portions of the Real Property ("Public Right of Way").

WHEREAS, Covenantor has commenced making improvements to the Real Property and Public Right of Way, including but not limited to roadways, sidewalks, parking lots, and landscaping ("Improvements"), in and around the area depicted in Exhibit "A" attached hereto and incorporated herein.

WHEREAS, due to unforeseen conditions that materialized during the construction of the Improvements within the Public Right of Way shown in Exhibit "B" attached hereto and incorporated herein ("Maintenance Area"), an existing waterline will be too shallow in relation to the finished grade of the Improvements that will overlay the waterline to comply with established City standards for depth of cover, which presents a risk of damage to the waterline and any other subterranean utilities located within the Maintenance Area.

WHEREAS, City is willing to allow Covenantor to complete the Improvements in the Maintenance Area and to construct the Improvements not conforming with the established City standards, provided that Covenantor constructs and maintains the Improvements in a manner that protects against the risk of damage to the waterline and any other subterranean utilities, bears the cost of ongoing repairs to the waterline and other subterranean utilities located within the

Maintenance Area, and protects the public health, safety, and welfare, all in accordance with the terms and conditions of this Agreement.

WHEREAS, the City has reviewed Covenantor's proposal for constructing and completing the waterline trench improvements within the Maintenance Area to protect against the risk of damage to the waterline not meeting the City standards for required depth of cover and other subterranean utilities, outlined in Exhibit "C" attached hereto and incorporated herein ("Work"), and finds as follows: (1) Covenantor's proposal for the Work is acceptable to City to allow Covenantor to complete the Improvements and to protect against the risk of damage to the waterline and other subterranean utilities, and to protect the public health, safety, and welfare; (2) Covenantor's proposal for the Work does not fully protect against the risk of damage to the waterline and other subterranean utilities; and (3) City requires as a condition to approve the proposal for the Work that Covenantor assume the responsibilities and obligations set forth in this Agreement, including but not limited to maintenance, repair, insurance, and indemnity, to protect the public health, safety, and welfare.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

Agreement

1. Approval of Covenantor's Proposal for the Work. City hereby approves Covenantor's proposal for the Work, subject to the terms and conditions set forth in this Agreement. The Work shall be performed in a good and workmanlike manner and without damage to City property or facilities, including but not limited to the waterline and/or any other subterranean utilities located within or around the Maintenance Area. The construction of and the completed Work and Improvements shall be subject to acceptance by City. The Work and Improvements shall not endanger the public health, safety, or welfare. If the completed Work and/or Improvements are deemed not acceptable to City or are deemed to endanger the public health, safety, or welfare, City shall have the right to require Covenantor to correct the Work and/or Improvements to City's satisfaction. City, its representatives, employees, and contractors shall have the right to enter upon all or any part of the Maintenance Area and other portions of the Real Property open to the public or required to access the Maintenance Area at any time to inspect the Maintenance Area or for any other purpose authorized by this Agreement.

2. Maintenance and Repair of Improvements within Maintenance Area. Covenantor shall maintain and repair the Improvements and the Work within the Maintenance Area in accordance with the standards of the approved Work and Improvements in order to protect against the risk of damage to the waterline and any other subterranean utilities within the Maintenance Area. Covenantor shall be solely responsible for maintenance and repair of the Improvements and the Work, including without limitation all costs associated therewith. Covenantor shall at all times maintain and repair the Improvements and the Work so that there is no unreasonable interference with the waterline and other subterranean utilities, including service of said utilities to the public and City's ability to access and perform work on the Waterline and other subterranean utilities as needed. Covenantor shall be solely responsible for maintenance and repairs of the waterline from damages caused by the non-standard depth of cover, including without limitation all costs associated therewith. Covenantor shall at all times conduct Covenantor's activities, or cause Covenantor's activities to be conducted, in full compliance with all applicable federal, state, and

local laws, and Covenantor shall not engage in any conduct or fail to take any action that would endanger the public health, safety, or welfare. In addition to its governmental, legislative, administrative and regulatory activities, City retains the right to verify that Covenantor is performing its respective obligations in accordance with applicable law and the terms and conditions of this Agreement.

3. Notice and Approval of Maintenance and Repair Work. Covenantor shall provide reasonably prompt notice to City of any maintenance or repairs within the Maintenance Area that involves disturbance of more than the surface layer of the Improvements (i.e., more than sealing cracks, repairing potholes, and similar activities). Before commencing such repair or maintenance work on the Improvements, the Work, or shallow waterline within the Maintenance Area, Covenantor shall obtain written approval of all plans, drawings, and specifications for such work from the City's Public Works Director ("Director") or designee. Upon such approval, Covenantor shall repair or perform maintenance on the Improvements, the Work and the waterline as promptly as practicable in strict accordance with the City approved plans, drawings, and specifications. No change shall be made in the approved plans, drawings, or specifications without the prior written approval of the Director or designee. This Agreement does not and shall not relieve Covenantor from the obligation to obtain any permits required pursuant to the Firebaugh Municipal Code for any work to be done within, contiguous to, or adjacent to the Maintenance Area.

4. Cost of Maintenance and Repairs. Covenantor shall be responsible for installing, operating, maintaining, and repairing the Improvements, the Work, and the waterline within the Maintenance Area at its sole cost, expense and liability. City shall not be responsible for any costs of installation, operation, maintenance, or repair of the Improvements, the Work, and the waterline within the Maintenance Area. If Covenantor fails to reasonably maintain the Improvements or the Work or repair any damage to the Improvements, the Work, or the waterline within the Maintenance Area, City may perform the necessary maintenance or repairs at the sole cost and expense of Covenantor as provided in Section 7 below.

The City reserves the right to perform maintenance or repairs to the waterline or subterranean utilities within the Maintenance Area, as well as any other City property or Public Utility Easement, and may restore the Improvements and/or the Work. Covenantor shall be responsible for any and all costs incurred by City associated with the maintenance or repairs to the waterline or subterranean utilities within the Maintenance Area arising from damage related to the Improvements and/or the Work, Covenantor's construction of the Improvements other than as required by established City standards, or Covenantor's or its employees', officers', agents', contractors' or subcontractors', or invitees' use of the Maintenance Area. Covenantor shall be responsible for any and all additional costs incurred by City to perform any City work within the Maintenance Area, including but not limited to accessing the waterline or subterranean utilities, restoring the Improvements and/or the Work, or performing maintenance or repairs to the waterline or subterranean utilities, due to the Work and Covenantor's construction of the Improvements other than as required by established City standards.

5. Insurance. At all times hereunder, Covenantor shall pay for and maintain in full force and effect a policy of COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations coverages, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence. Said policy shall be with an insurance company either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's

Insurance Rating Guide, or (ii) authorized by the City's Risk Manager.

The above described policy of insurance shall be endorsed to provide an unrestricted thirty (30) day written notice in favor of City, of policy cancellation, change or reduction of coverage. If any policy is due to expire during the life of this Agreement, Covenantor shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) days prior to the expiration date of the expiring policy. Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, Covenantor shall file with City a certified copy of the new or renewal policy and certificate for such policy. The General Liability insurance policy shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy of insurance shall be endorsed so Covenantor's insurance shall be primary and no contribution shall be required of City. Covenantor shall furnish City with the certificate(s) and applicable endorsements for the required insurance prior to completion of the Improvements. Covenantor shall furnish City with a copy of the actual policy upon the request of the City's Risk Manager at any time during the life of this Agreement.

6. **Indemnification.** Covenantor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether imposed under authority of statute or common law, in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by City, Covenantor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses) arising or alleged to have arisen directly or indirectly out of or in any way connected with (a) this Agreement, (b) use of the Maintenance Area by Covenantor, its employees, officers, agents, contractors or subcontractors, and invitees, and/or (c) design, installation, operation, maintenance, repair and/or removal of the Improvements and/or the Work. **This section and Covenantor's indemnity obligation expressly includes indemnification for any and all damage to the waterline and/or any other subterranean utilities located within the Maintenance Area.** Covenantor's obligations under this section shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of City or any of its officers, officials, employees, agents or volunteers. This section shall survive revocation or termination of this Agreement.

7. **Default.** There shall be a default under this Agreement if, without excuse, Covenantor fails to reasonably maintain and/or repair the Improvements or the Work, or repair any damage to the Maintenance Area caused by Covenantor or as a result of the Improvements, the Work or non-standard depth of cover, pursuant to the terms of this Agreement and such failure is not cured within three (3) days after written notice thereof from the City, provided that if the matter to be cured cannot reasonably be cured within three (3) days, Covenantor shall not be in default if it commences to cure the matter within three (3) days and diligently and in good faith continues to cure the matter. If Covenantor fails to cure, the City may cure the default if it elects to do so, and Covenantor shall reimburse City for the costs incurred in curing the default.

If the City incurs costs associated with maintenance, repairs, and/or cure of the Improvements and/or Work, or makes repairs to the waterline or subterranean utilities within the Maintenance Area resulting from damage related to the Improvements, the Work, and/or non-standard depth of cover, and Covenantor fails to pay City for the costs incurred within thirty (30) days after City's written demand for payment, the amount of the unpaid costs, plus any administrative costs and

reasonable attorney's fees incurred by the City in collecting said unpaid costs, plus reasonable interest as permitted by law, shall be considered a debt owed by Covenantor to City and collectable in any lawful manner.

8. Termination of Agreement; Remedies. City, in its sole discretion, may terminate this Agreement (i) upon Director's determination that Covenantor has failed to comply with one or more of the terms, conditions, or restrictions hereunder, and/or (ii) upon Director's determination that Covenantor's use of the Maintenance Area and the Improvements is detrimental to or not in furtherance of the public health, safety, welfare and interest due to damage or the continued risk of damage to the waterline and/or subterranean utilities located within or near the Maintenance Area or other Public Utility Easements. Covenantor, in its sole discretion, may terminate this Agreement without cause. The parties shall endeavor to give at least sixty (60) days written notice of termination to the other party either by mailing such notice through the United States mail, or by personal delivery, the party's address of record or at such other address as is provided to the other party in writing.

Upon termination of this Agreement, the waterline and any other affected subterranean utilities located within the Maintenance Area shall be relocated to a depth or location sufficient to make the Improvements compliant with established City standards. Any work performed pursuant to this section shall be in accordance with plans, drawings, and specifications approved by City. City may perform the work using its own forces or contractor(s), or City may authorize Covenantor to perform the work required by this paragraph. Covenantor shall be solely responsible for all costs, expenses, and liability related to the work required by this paragraph, and Covenantor shall reimburse City for any cost and expenses incurred by City in performing the work required by this paragraph. City may collect and recover such costs and expenses from Covenantor in the manner described in Section 7 above.

9. Agreement Runs With The Land. This Agreement and the obligations herein shall constitute covenants that run with the land pursuant to California Civil Code Section 1468 and shall be binding on Covenantor and each of its grantees, heirs, successors, and assigns, and all parties having or acquiring any right, title or interest in the real property described in the Recitals. City may record this Agreement against the Real Property.

10. [Reserved]

11. Taxes. Although this Agreement creates no interest in the Maintenance Area, Covenantor acknowledges that, pursuant to applicable provisions of the California Revenue and Taxation Code, under some circumstances, Covenantor's use of the Maintenance Area may be subject to property taxation and/or assessments. City makes no representation as to whether or not taxes or assessments are or will be due. Covenantor shall be solely responsible for any property taxes and assessments arising out of Covenantor's use of the Maintenance Area, and Covenantor shall protect and hold the City harmless from any taxes and assessments, including any and all interest, penalties and other expenses which may be imposed, which may arise as a result of the Improvements or Covenantor's use of the Maintenance Area, and from any lien therefor or sale or other proceedings to enforce payment thereof. Nothing herein shall be deemed to limit any of Covenantor's rights to appeal any such levies and/or assessments in accordance with the rules, regulations, laws, statutes, or ordinances governing the appeal process of the taxing authority(ies) making such levies and/or

assessments.

12. [Reserved]

13. Severability. In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect, except that either party may terminate this Agreement in the manner provided in Section 8 above if such invalidity or unenforceability shall cause this Agreement to fail of its essential purposes.

14. Interpretation. This Agreement is the result of the combined efforts of the parties hereto. If any provision of this Agreement is found to be ambiguous in any way, such ambiguity shall not be resolved by construing the provision or this Agreement in favor of or against any party, but rather by construing the terms in accordance with their generally accepted meaning. If there is any conflict between the terms of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of this Agreement shall control and take precedence over any conflicting terms or conditions expressed in the Exhibit or Attachment. Furthermore, any terms or conditions contained in any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties provided for in this Agreement shall be null and void.

15. Attorney's Fees. The prevailing party in any action to enforce or interpret any term, covenant or condition of this Agreement shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

16. Miscellaneous. This Agreement shall benefit and bind the City and Covenantor and their respective successors and assigns. This Agreement may not be amended or modified except by a written agreement signed by both the City and Covenantor. This Agreement constitutes the entire and integrated agreement between the City and Covenantor relating to the subject matter of this Agreement and supersedes all prior agreements and understandings between the parties.

17. Notices. All notices and other communications under this Agreement shall be deemed properly given when personally delivered or mailed by regular mail, postage prepaid, to the party at the address set forth below or such other address as such party may designate by notice to the other party. Any notice or other communication under this Agreement may be given on behalf of a party by the attorney for such party. Notice shall be given to the parties as follows:

City:
City of Firebaugh
1133 P Street
Firebaugh, CA 93622
Attention: City Manager

Covenantor:
West Hills Community College District
275 Phelps Ave.
Coalinga, CA 93210
Attn: Richard Storti


18. Authority to Execute. The signatories to this Agreement represent that they have received proper authority to execute this Agreement on behalf of the respective party.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date.

CITY OF FIREBAUGH, a California
Municipal Corporation

By: _____
Ben Gallegos, City Manager

WEST HILLS COMMUNITY COLLEGE
DISTRICT, a California Community College
District

By:  _____
Name: _____
Title: _____

ATTACH NOTARY ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Fresno)

On 09-22-2020 before me, Ryan E. Gregory, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Richard Storti
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Repair and Maintenance Covenant and Agreement Document Date: _____

Number of Pages: 10 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

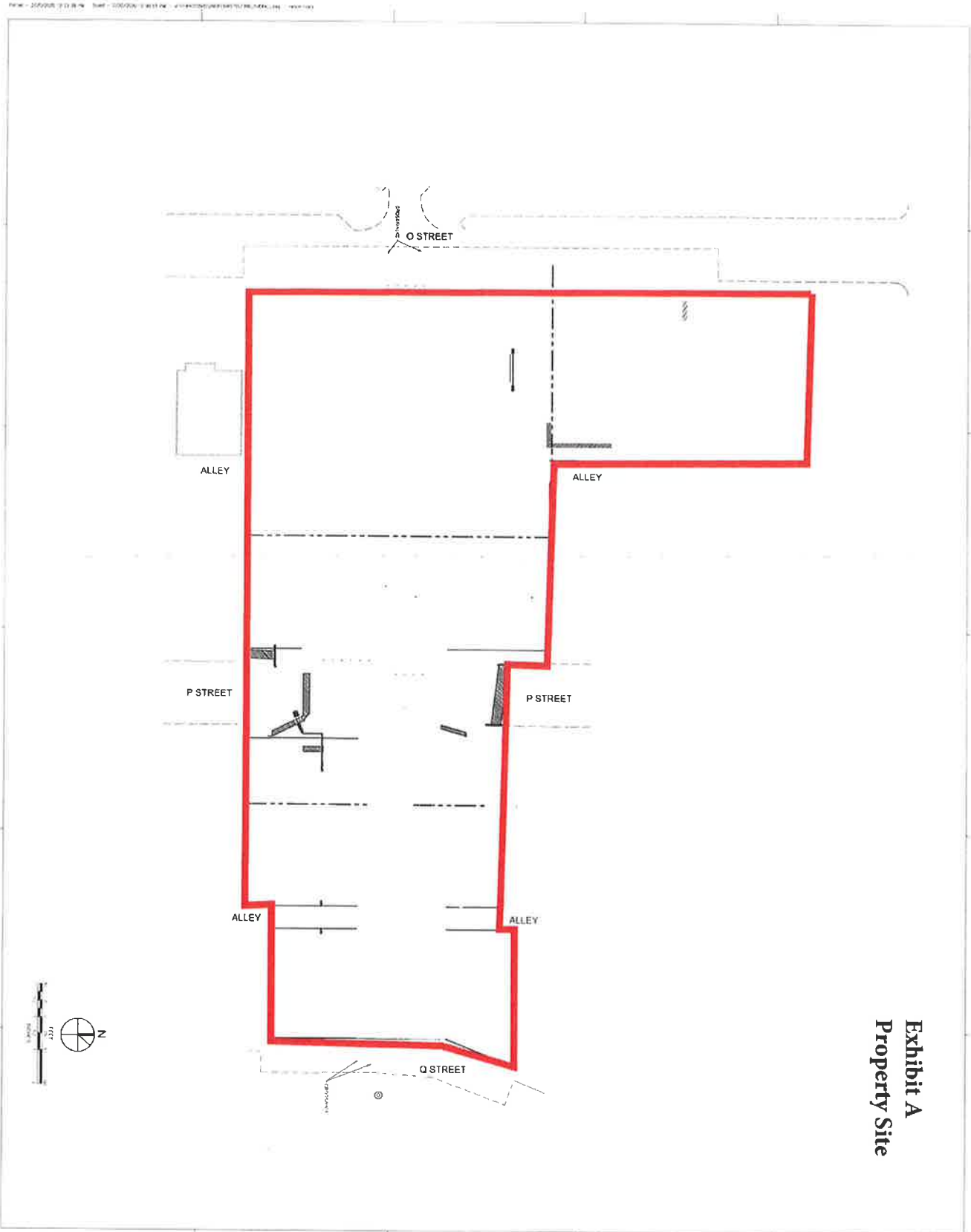
☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Exhibit A Property Site

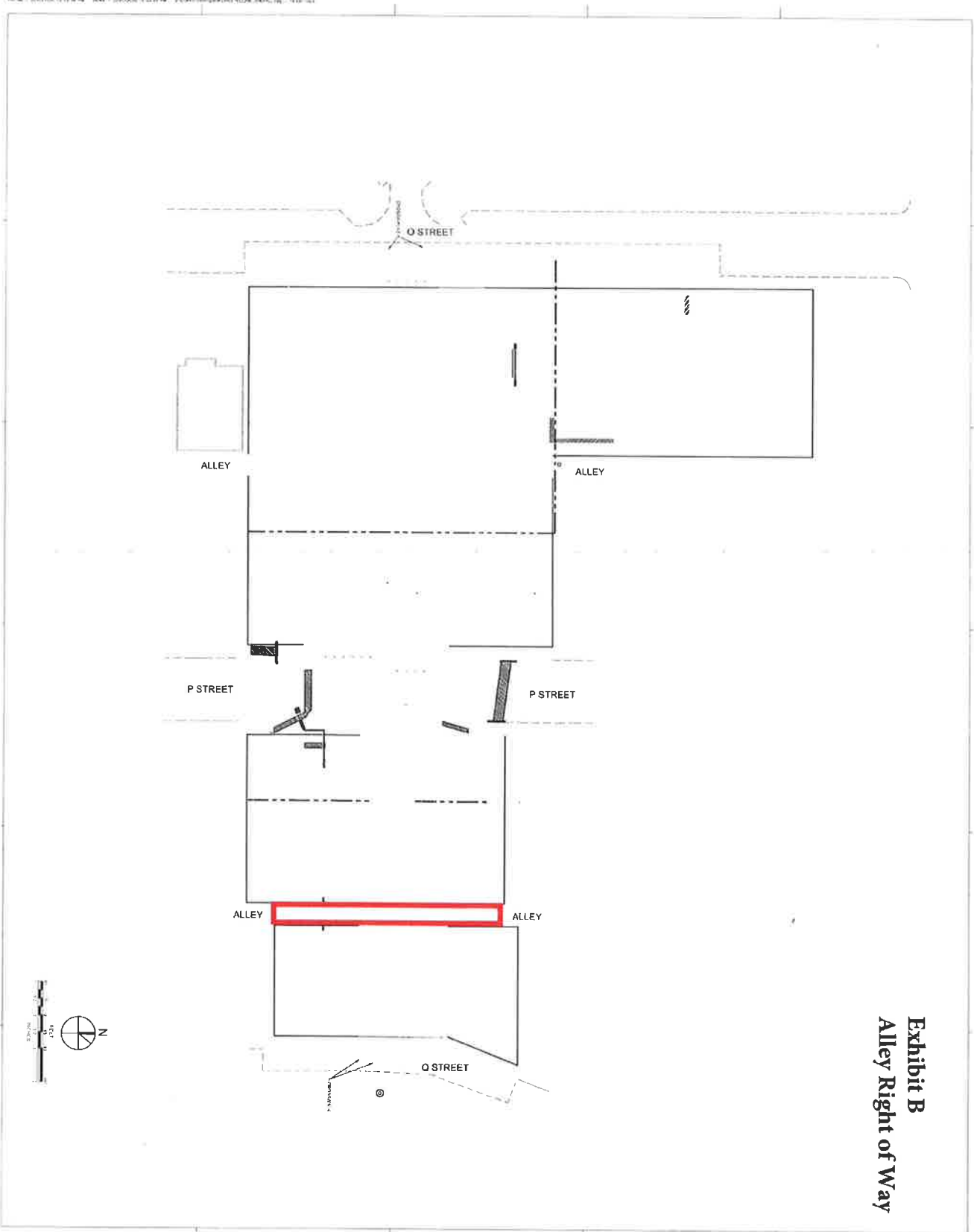


C201

DATE	08/08/2013
BY	DAVID L. BROWN
FOR	WEST HILLS COMMUNITY COLLEGE DISTRICT
PROJECT	WHCCD NORTH DISTRICT CENTER
LOCATION	1001 N. 17TH AVE.
AREA	1.00 AC.
OWNER	WEST HILLS COMMUNITY COLLEGE DISTRICT
DESIGNER	CANNON DESIGN
DATE	08/08/2013
BY	DAVID L. BROWN
FOR	WEST HILLS COMMUNITY COLLEGE DISTRICT
PROJECT	WHCCD NORTH DISTRICT CENTER
LOCATION	1001 N. 17TH AVE.
AREA	1.00 AC.
OWNER	WEST HILLS COMMUNITY COLLEGE DISTRICT
DESIGNER	CANNON DESIGN
DATE	08/08/2013
BY	DAVID L. BROWN
FOR	WEST HILLS COMMUNITY COLLEGE DISTRICT
PROJECT	WHCCD NORTH DISTRICT CENTER
LOCATION	1001 N. 17TH AVE.
AREA	1.00 AC.
OWNER	WEST HILLS COMMUNITY COLLEGE DISTRICT
DESIGNER	CANNON DESIGN

WHCCD NORTH DISTRICT CENTER
WEST HILLS COMMUNITY COLLEGE DISTRICT

Exhibit B Alley Right of Way



WHCCD NORTH DISTRICT CENTER

WEST HILLS COMMUNITY COLLEGE DISTRICT

WEST HILLS

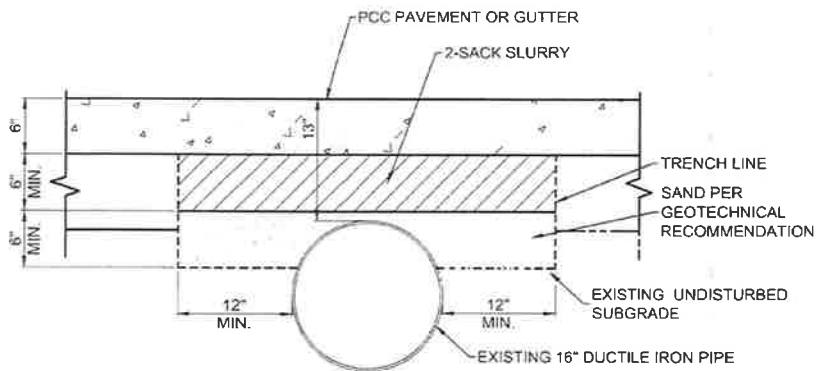


CANNON DESIGN

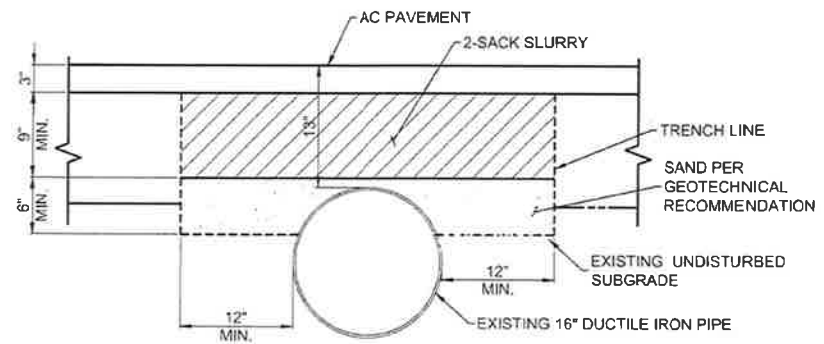


C201

Exhibit C
Waterline Trench Improvements



1 PCC TRENCH SECTION - EX. 16" WATERMAIN
NOT TO SCALE



2 AC TRENCH SECTION - EX. 16" WATERMAIN
NOT TO SCALE

NOTES:

1. PROVIDE 1" MIN. SAND OVER TOP OF PIPE CROWN.
2. TRANSITION TO SPECIFIED TRENCH BACKFILL AS REQUIRED.
3. INSTALL WATER SERVICES TO AVOID CONTACT WITH SLURRY CAP.

GKK

NDC Expansion
East Alley Ex. 16" Watermain
Trench Sections Exhibit

PSOMAS

DATE: 06-14-20 REVISED ON:
JOB No: 1GKK010500

SHEET 1 OF 1
EXH 01

X:\06000550\06000550\Long\Corr-14- East Alley Watermain.dwg 11:59:34 AM 8/17/2020 11:59:34 AM Saved - 8/17/2020 11:59:34 AM

STAFF REPORT

TO: Firebaugh City Council
FROM: Ben Gallegos, City Manager
DATE: October 5, 2020
SUBJECT: Proceedings under the Landscaping and Lighting Act of 1972 and the California Streets and Highways Code 22500, for the approval to annex Tract Nos. 6257, 6313, and 6314 into the City of Firebaugh Landscaping and Lighting Maintenance District No. 1, declaring the City's intention to levy and collect assessments for Fiscal Year 2021/2022, approval of the Engineer's Report and setting a time and place for a public hearing

BACKGROUND & DISCUSSION

The City of Firebaugh established the Landscaping and Lighting Maintenance District No. 1 (District) on October 1, 1990. Subsequently, the City has ordered the annexation of numerous subdivisions and parcels into the District with the latest occurring in 2007. The City historically has levied assessments for the maintenance, improvements and incidental costs for street lighting, storm drainage, landscaping, flood control, and block walls within the District. The City Council has directed that these improvements facilitate development, utility and economic viability for developed lots within the City of Firebaugh and therefore benefit from these improvements. The City Council has also directed that any new assessments be subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay area as of December of each succeeding year (the "CPI"), with a maximum annual CPI adjustment not to exceed 3%.

This resolution initiates proceedings, declares the City's intention to levy assessments and approves the Engineer's Report for the annexation of Tracts 6257, 6313, and 6314 for the Greystone Estates Subdivision into the City of Firebaugh Landscaping and Lighting Maintenance District No. 1.

Greystone Estates is an approved subdivision with a total of 131 single-family residential lots located on the east side of Clyde Fannon Drive between Borboa Lane and Dodderer Street. The subdivision was approved for construction and recorded in three phases with Phase 1 consisting of 52 lots, 33 lots for Phase 2, and 46 lots for Phase 3. As a condition of approval, decorative street lights, decorative block wall, storm basin improvements, and landscaped trail are required, and the developers/owners are required to establish an assessment district for this development to fund the annual maintenance and as needed replacement for these improvements.

According to the Landscaping and Lighting Act of 1972, the City may establish an assessment district to provide for the continued maintenance, operation, and servicing of the required and eligible subdivision improvements. The addition of the Greystone landscape, street lighting, storm drainage, and block wall improvements into the District will provide for the continued maintenance of these improvements after the developer installs them and the City accepts them for maintenance.

Proposition 218, the Right to Vote on Taxes Act, requires that a notice of the proposed assessment and ballot be mailed to the record owner of each parcel on which an assessment is imposed. Additionally, the Act requires that the City conduct a public hearing no sooner than 45 days from the owner's receipt of the ballot notice after the approval of the Resolution of Intention.

The City has prepared a resolution initiating proceedings to approve the annexation into the District and to levy and collect assessments to fund the maintenance and as needed replacement of landscaping, street lighting, storm drainage and block wall improvements for the Greystone Estates Subdivision. The Engineer's Report outlines both the annexation and the proposed annual assessments.

The attached resolution and Engineer's Report initiate the process for the annexation and sets a date for the public hearing. At the time of the public hearing, the ballots will be opened. If the majority vote is yes, the Engineer's Report and resolution to be heard at the public hearing will confirm and levy the assessments.

FISCAL IMPACT

There is no fiscal impact to the City associated with this item.

RECOMMENDATION

Adopt Resolution No. 20-42, a resolution of the City Council of the City of Firebaugh, initiating proceedings for the annexation of Tracts 6257, 6313, and 6314 into the City of Firebaugh Landscaping and Lighting Maintenance District No. 1, stating its intention to levy and collect annual assessments within said annexation, and ordering the preparation and filing of an Engineer's Report in connection therewith.

ATTACHMENTS

1. Resolution No. 20-42
2. Engineer's Report

RESOLUTION NO. 20-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, INITIATING PROCEEDINGS FOR THE ANNEXATION OF TRACTS 6257, 6313, AND 6314 INTO THE CITY OF FIREBAUGH LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1, STATING ITS INTENTION FOR THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS WITHIN SAID ANNEXATION, AND ORDERING THE PREPARATION AND FILING OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH

WHEREAS, it is the intention of the City Council of the City of Firebaugh to order levy and collection of assessments for fiscal year 2021-2022 under the Landscaping and Lighting Act of 1972 (the "LLMD Act"), California Streets & Highways Code §§ 22500 *et seq.*, for Tracts 6257, 6313, and 6314 hereby annexed to and made part of the City of Firebaugh Landscaping and Lighting Maintenance District No. 1 (the "Annexation") in the City; and

WHEREAS, the Annexation is comprised of various lots constituting the real property to be benefited and to be assessed for the maintenance and operation of landscaping and lighting facilities of the Annexation; the territories are generally described in the legal description and map, attached hereto as Exhibit A and Exhibit B, respectively; and

WHEREAS, the City Council has approved a final map for Tract Nos. 6257, 6313 & 6314, establishing a 131-lot subdivision of property; and

WHEREAS, as a condition of approval of Tract Nos. 6257, 6313 & 6314, the City Council has required that all real property within such tracts shall be annexed to and incorporated into the District pursuant to the LLMD Act, and that the subdivider, Gateway Homes, LLC. aka Greystone Estates (the "Subdivider"), shall pay all costs in connection with such annexation proceedings and shall execute and file all documents and otherwise cooperate with the City to complete such annexation proceedings and levy landscaping and lighting assessments on lots and properties within Tract Nos. 6257, 6313 & 6314; and

WHEREAS, the City Council has received a written petition, consent and waiver dated September 29, 2020, from the Subdivider as the majority owner, at that time, of real property within Tract Nos. 6257, 6313 & 6314, requesting that the City Council commence and complete such annexation proceedings and levy the assessments, and waiving, to the extent allowed by law, all notices, procedures and requirements, including resolutions, reports, notices, hearings and right of majority protest, otherwise required by applicable provisions of California Constitution Article XIID ("Proposition 218"), the Proposition 218 Omnibus Implementation Act (California Government Code Sections 53750-53753.5), and the LLMD Act, all as permitted by Section 22608 of the LLMD Act; and

WHEREAS, the City Council has determined that, notwithstanding such petition, consent and waiver or Section 22608 of the LLMD Act, it is in the best interests of the City and the public generally that the annexation proceedings and levy of assessments for Tract Nos. 6257, 6313 & 6314 should be conducted in accordance with applicable requirements of Article XIID of the California Constitution and Sections 53750 through 53753.5 of the California Government Code, including the notice, protest and hearing requirements under Section 53753, and preparation of an engineer's report supporting the assessments to be levied as required by subsection 4.(b) of Article XIID; and

WHEREAS, the City Engineer has prepared and filed with the City Clerk a report entitled "Engineer's Report of the City of Firebaugh Landscape and Lighting Maintenance District No. 1, Annexation of Tracts 6257,

6313 & 6314," dated September, 2020 (the "Annexation Report"), to which reference is hereby made, which Annexation Report contains a description of the boundaries of the territory in Tract Nos. 6257, 6313 & 6314 proposed to be annexed to the District in these proceedings, the improvements proposed for Tract Nos. 6257, 6313 & 6314, and the general location and proposed assessments on the assessable lots and parcels of land within Tract Nos. 6257, 6313 & 6314; and

WHEREAS, the City Engineer has previously prepared and filed with the City Clerk a report entitled "Engineer's Report of the City of Firebaugh Landscaping and Lighting Maintenance District No. 1, 2020-2021," dated June 15, 2020 (the "Annual Levy Report"), to which reference is hereby made, which Annual Levy Report contains a description of the existing improvements in the District, the boundaries of the District and any zones therein, and the general location and proposed assessments on the assessable lots and parcels of land within the District, for fiscal year 2020-2021; and

WHEREAS, the Annexation Report and the Annual Levy Report both are on file in the office of the City Clerk and are available for inspection during regular business hours;

WHEREAS, the City Engineer also has prepared and filed with the City Clerk an amended map of the boundaries of the District, incorporating Tract Nos. 6257, 6313 & 6314 within such boundaries, as proposed in these proceedings; and

WHEREAS, the proceeds of the annual assessments to be levied on the parcels within the District, including Tract Nos. 6257, 6313 & 6314, for fiscal year 2021-2022 and for each fiscal year thereafter will be used exclusively to finance the expenses for operation and maintenance of the improvements described in the engineer's report for that fiscal year, which operation and maintenance will provide direct special benefits to the various parcels assessed, over and above the benefits conferred on the public at large; and

WHEREAS, the Annexation Report proposes that the annual assessments to be levied on the lots and parcels within Tract Nos. 6257, 6313 & 6314 after the initial fiscal year 2021-2022 will be subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay area as of December of each succeeding year (the "CPI"), with a maximum annual CPI adjustment not to exceed three percent, and with the calculation of such change in the CPI using December 2021 as the base year CPI; and

WHEREAS, the amount of the assessment to be levied on each lot or parcel in the District, including Tract Nos. 6257, 6313 & 6314, for the 2020-2021 fiscal year, is proportional to and no greater than the special benefits conferred on such lot or parcel from operation and maintenance of the improvements described in the Annexation Report and the Annual Levy Report;

THEREFORE, the City Council of the City of Firebaugh resolves, finds and determines as follows:

1. The above recitations are true.
2. The Annexation Report of the City Engineer as filed with the City Clerk is approved.
3. The City Council declares its intention to annex to and make part of the District, all territory within Tract Nos. 6257, 6313 & 6314, whose boundaries are set forth in the Annexation Report and the amended map of the boundaries of the District on file with the City Clerk. The amended map of the boundaries of the District, showing the proposed annexation of Tract Nos. 6257, 6313 & 6314, is preliminarily approved.
4. The City Council further declares its intention to levy and collect assessments within Tract Nos. 6257, 6313 & 6314, for fiscal year 2021-2022, as stated in the Annexation Report.

5. The City Council incorporates into this resolution by reference the general description of the existing improvements within the District and the improvements proposed for Tract Nos. 6257, 6313 & 6314, all as detailed in the Annexation Report and the Annual Levy Report. No substantial changes are proposed to be made in the existing improvements.

6. Notice is hereby given that a public hearing on the annexation of Tract Nos. 6257, 6313 & 6314 and the levy of the proposed assessments therein, for fiscal year 2021-2022 as described herein will be held before the City Council on Monday, December 7, 2020, at 6:00 p.m. or as soon thereafter as the matter may be heard, at the Council's regular meeting place, the Andrew Firebaugh Community Center, 1655 13th Street, Firebaugh, CA 93622. All interested persons may appear at the hearing and be heard on the questions of annexation of Tract Nos. 6257, 6313 & 6314 to the District and the levy and collection of the proposed assessments therein, for fiscal year 2021-2022. The City Clerk is hereby authorized and directed to give notice of the public hearing in accordance with subdivision (a) of Section 22626 of the LLMD Act.

7. The City Clerk is further authorized and directed to prepare a notice of the date, time and location of the hearing on the proposed annexation of Tract Nos. 6257, 6313 & 6314 to the District and the levy of the proposed assessments therein. The notice shall be mailed to the record owner(s), as shown in the last equalized assessment roll of the County, the State Board of Equalization assessment roll or as known to the City Clerk, of each lot or parcel in Tract Nos. 6257, 6313 & 6314 identified in the Annexation Report as having special benefit conferred on it and on which an assessment is proposed to be imposed. The notice shall be given by mail at least 45 days before the hearing on the proposed annexation and assessments. Each notice shall include (i) the name and address of the City, (ii) the reason for the assessments, (iii) the total amount of the assessments chargeable to the Tract No. 6257, 6313 & 6314 boundaries, (iv) the amount of assessment chargeable to the record owner's lot or parcel, (v) the duration of the payments, (vi) the basis on which the amount of the proposed assessments will be calculated for each fiscal year, including the proposal that after the initial fiscal year 2021-2022, the assessments will be subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay area, as described in the Annexation Report; (vii) in a conspicuous place, a summary of the procedures for completion, return and tabulation of assessment ballots, including a statement that the assessments shall not be imposed within Tract Nos. 6257, 6313 & 6314 if the ballots submitted in opposition to the assessments exceed the ballots submitted in favor of the assessments, with ballots weighted according to the proportional financial obligation of the affected lots or parcels, and (viii) the name and telephone number of the person designated by the Council to answer inquiries regarding the protest and assessment ballot proceedings.

Each mailed notice also shall contain an assessment ballot that includes the City's address for receipt of the form and a place where the person returning the assessment ballot may indicate his or her name, a reasonable identification of the lot or parcel, and his or her support of or opposition to the proposed annexation of Tract Nos. 6257, 6313 & 6314 and the proposed levy of assessments therein. Each assessment ballot shall be in a form that conceals its contents once it is sealed by the person submitting the assessment ballot. A separate envelope for sealing the assessment ballot and an envelope for the return of the sealed ballot shall be included with each notice. All assessment ballots shall be signed, sealed in the separate sealing envelope and returned by mail or otherwise delivered at the address indicated in the assessment ballot prior to the date and hour set for the hearing. Assessment ballots shall remain sealed until the tabulation of the ballots commences. If the return envelope is opened by the City prior to the tabulation, the enclosed assessment ballot shall remain sealed as provided in the preceding sentence.

8. Ben Gallegos, City Manager, is designated as the person to provide additional information and answer inquiries concerning the proposed annexation, annual assessment and protest proceedings.

9. This resolution shall take effect immediately upon adoption.

* * * * *

CERTIFICATION

The undersigned Mayor of the City of Firebaugh (the "City"), certifies that the foregoing resolution was adopted by the City Council of the City at a meeting thereof held on October 5, 2020, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ATTEST:

APPROVED:

Rita Lozano, Deputy City Clerk
City of Firebaugh

Elsa Lopez, Mayor
City of Firebaugh

**ENGINEER'S REPORT FOR:
ANNEXATION OF TRACTS 6257, 6313, & 6314
CITY OF FIREBAUGH
LANDSCAPE & LIGHTING MAINTENANCE
DISTRICT NO. 1**

CITY OF FIREBAUGH, CALIFORNIA

Date of Report: SEPTEMBER 2020

Prepared By:

Hawkins & Associates Engineering, Inc.

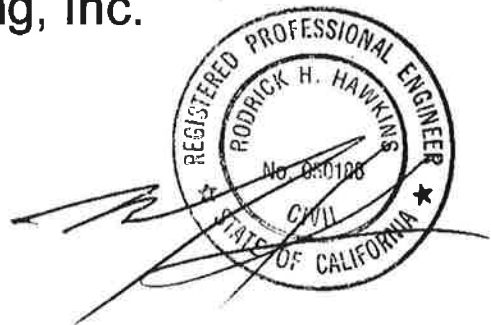


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I. INTRODUCTION AND PURPOSE OF THE ASSESSMENT

The City of Firebaugh (hereafter referred to as "City") established the Landscape and Lighting Maintenance District No. 1 (the "District") on October 1, 1990. Subsequently, the City has ordered the annexation of numerous subdivisions and parcels into the District with the latest occurring in 2007. The City historically has levied assessments for the maintenance, improvements, and incidental costs for street lighting, storm drainage, landscaping, flood control, and block walls within the District. The City Council has directed that these improvements facilitate development, utility, and economic viability for developed lots within the City of Firebaugh and therefor benefit from these improvements. The City Council has also directed that these assessments be subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay area as of December of each succeeding year (the "CPI"), with a maximum annual CPI adjustment not to exceed 3%.

The City Council has by resolution initiated proceedings that called for the preparation and filing of an Engineer's Report for the annexation of Greystone Estates tracts 6257, 6313, and 6314 (the "LLMD Annexation") into the Landscape and Lighting Maintenance District No. 1 of the City of Firebaugh.

Greystone Estates is an approved subdivision with a total of 131-lots recorded in 3 phases.

- Phase 1 – Tract No. 6257 52 Lots
- Phase 2 – Tract No. 6313 33 Lots
- Phase 3 – Tract No. 6314 46 Lots

The project is located on the east side of Clyde Fannon Drive between Borboa Lane and Dodder Street.

As part of the approval process, the subdivision was required to install decorative street lights throughout, construct a decorative block wall along the Clyde Fannon frontage, construct storm basin improvements, and landscaped trail within Outlots "A", "B", and "C" of tract 6257 and Outlots "E" and "F" of tract 6313. The landscaping consists of street trees with root barriers in the parkway strip, small trees in the landscape behind the sidewalk, low water-using shrubs and groundcover that are spaced so that they just touch each other at maturity, and vines on the wall. The irrigation is hard-piped bubblers to each plant with a WELO compliant multi-programmable irrigation controller and weather sensor. Designed as a typical high-quality durable irrigation system.

Upon recording of the respective tract maps, these Outlots were dedicated to the public for the use of the trail and enjoyment of the landscaping there of. The purpose of this assessment is to collect funds on an annual basis for the ongoing routine maintenance of the streetlights, and storm drainage improvements, graffiti abatement of the block wall, and the maintenance of the landscaping within the public Outlots.

II. LEGAL REQUIREMENTS

On November 5, 1996, California voters approved Proposition 218. This Constitutional amendment was the latest in a series of initiatives altering the revenue raising discretion of California local agencies. The provisions of the proposition are set forth in California Constitutional Articles XIII and XIII D, as follows:

1. Strengthens the general and special tax provisions of Proposition 13 and Proposition 62.
2. Extends the initiative process to all local taxes, assessments, fees, and charges.
3. Adds substantive and procedural requirements to assessments.
4. Adds substantive and procedural requirements to property-related fees and charges.

Proposition 218 requires that beginning July 1, 1997, all new and existing assessments (with some exceptions) conform to new substantive and procedural requirements. However, certain assessments are exempted from the conformity requirement until they are increased. Generally, these exemptions include:

- Assessments used exclusively to fund sidewalks, streets, sewer, water, flood control, drainage systems, or vector control.
- Assessments used exclusively for bond repayments, the cessation of which would violate the Contract Impaired Clause of the U.S. Constitution.
- Assessments previously approved by a majority of voters.
- Assessments approved by all the property owners at the time the assessment was initially imposed.

This Report contains the method of spread, and as such has been prepared in accordance with these requirements. Once the substantive requirements have been met, new procedural requirements must be followed before new or increased assessments may be levied. Generally, these procedures include:

- The City must mail notice regarding assessments to all property owners. Each notice must contain an assessment ballot for the property owner to indicate approval or disapproval of the assessment.
- After mailing the notices, the City must hold a public hearing. At the conclusion of the public hearing, the City must tabulate all ballots received, counting each ballot in proportion to the total amount of the assessment. The assessment may be imposed only if 50% or more of the weighted ballots returned support the assessment. (Prior to Proposition 218, an assessment could be imposed if less than a majority of all landowners protested the imposition.)

III. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed LLMD Annexation, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains , and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
- The costs of printing, advertising, and the publishing, posting, and mailing of notices.
- Compensation payable to the County for collection of assessments.
- Compensation of any engineer or attorney employed to render services.
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.
- Furthermore, the 1972 Act specifies that where the cost of improvements (other than maintenance and operations) is greater than can be conveniently raised from a single annual assessment, an assessment to be levied and collected in annual installments. In that event, the governing body may choose to do any of the following:
 - Provide for the accumulation of the moneys in an improvement fund until there are sufficient moneys to pay all or part of the cost of the improvements.
 - Provide for a temporary advance to the improvement fund from any available and unencumbered funds of the local agency to pay all or part of the cost of the improvements and collect those advanced moneys from the annual installments collected through the assessments .
 - Borrow an amount necessary to finance the estimated cost of the proposed improvements. The amount borrowed, including amounts for bonds issued to finance the estimated cost of the proposed improvements.

IV. **ZONE BOUNDARIES** (See Attachments)

EXHIBIT "A"
LEGAL DESCRIPTION
OF AREA ANNEXED INTO
CITY OF FIREBAUGH
LANDSCAPE AND LIGHTING MAINTENANCE
DISTRICT NO. 1

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

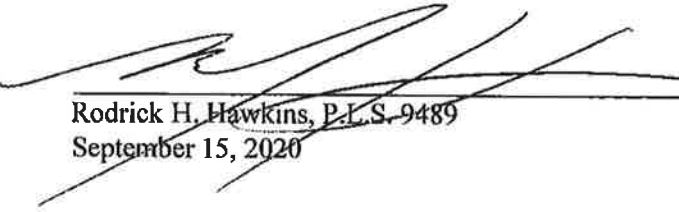
BEING Lots 1 through 52, inclusive, of that certain map of Tract No. 6257 filed January 9, 2020 in Volume 89 of Plats, at Pages 49-51, Fresno County Records.

TOGETHER WITH Lots 53 through 85, inclusive, of that certain map of Tract 6313 filed June 4, 2020 in Volume 89 of Plats, at Pages 47-69, Fresno County Records.

ALSO TOGETHER WITH Lots 86 through 131, inclusive, of that certain map Tract 6314 filed September 2, 2020 in Volume 90 of Plats, at Pages 4 – 6 , Fresno County Records.

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

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

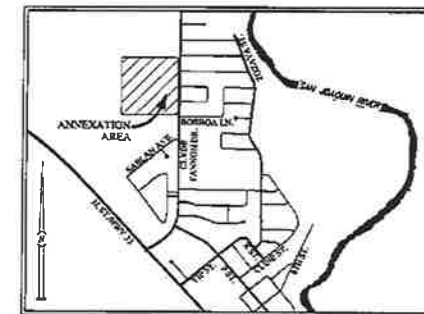

Rodrick H. Hawkins, P.L.S. 9489
September 15, 2020



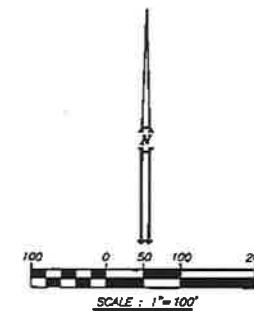
MAP OF TRACTS 6257, 6313, & 6314
GREYSTONE ESTATES
LYING IN THE WEST HALF OF SECTION 20, TOWNSHIP 12 SOUTH,
RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF
FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA.

HAWKINS & ASSOCIATES ENGINEERING
436 MITCHELL RD. MODESTO, CALIFORNIA 95354

SHEET 1 OF 1



VICINITY MAP



V. ESTIMATE OF IMPROVEMENT COSTS

A. Description of Budget Items

The following describes the services and costs that are funded through the LLMD Annexation, shown in the LLMD Annexation Budget.

Direct Costs:

Unless otherwise specified, the improvements and services funded by the LLMD Annexation are provided at a consistent level throughout the zone boundaries.

Landscape Maintenance and Improvements - The typical maintenance for the landscape is inclusive of edging, trimming, fertilizing, broadleaf weed control, insect/disease control, aeration, supervision, shrub/tree pruning (through maturity), trash removal, graffiti and vandalism clean up, irrigation management/repair, leaf removal/general clean up. Typical maintenance does not include capital improvements like sidewalk repair and replacement and wall repair and replacement. Typically, an issue with a wall is from a vehicle accident and that is usually covered by insurance. Landscape improvements would consist of replacement of damaged or deceased trees, bushes, or sod.

Graffiti Removal - Includes costs to all parcels in the LLMD Annexation for the removal of graffiti including the cost of labor and materials. Based on information provided by the Public Works Department, 60% of the total cost funded by the LLMD Annexation is borne by the residential properties. The balance is considered of general benefit to the community as a whole. Publicly owned properties do not specifically benefit from graffiti removal. The proportion of publicly owned properties to other properties in the LLMD Annexation is used as a calculation tool to identify a general benefit component.

Streetlight Utility and Maintenance - Includes the utility costs for electricity required to operate streetlights as well as the regular necessary maintenance of the improvements.

Storm Basin Maintenance – Includes the costs for maintaining the storm basin.

Administration Costs:

District Administration - The cost to all particular departments and staff of the City for providing the coordination of LLMD Annexation services, operations and maintenance, response to public concerns and education, and procedures associated with the levy and collection of assessments, which also includes the costs of contracting with professionals to provide any additional administrative, legal, or engineering services specific to the LLMD Annexation.

County Administration Fee - The costs to the LLMD Annexation for the County to collect assessments on the property tax bills.

Balance to Levy:

This is the total amount to be levied and collected through assessments for the current fiscal year. The balance to levy represents the sum of total direct and administration costs.

VI. ASSESSMENT RATE AND METHOD OF ASSESSMENT

The basis of annual assessment is calculated below based on the improvement costs as outlined above and spread equally between each parcel.

**BASIS OF ANNUAL ASSESSMENT
GREYSTONE ESTATES LANDSCAPE AND LIGHTING MAINTENANCE (LLMD) ANNEXATION
FY 2021/2022**

CATEGORY	INVENTORY UNIT	UNIT COST	EXTENDED COST
A. LANDSCAPE MAINTENANCE OUTLOTS A ,B, AND C TRACT 6257 AND OUTLOUTS E AND F TRACT 6313			
1 ANNUAL LANDSCAPE MAINTENANCE & IMPROVEMENTS	12,216 SF	\$ 0.30	\$ 3,664.80
2 GRAFITTI ABATEMENT OF DECORATIVE WALL (60-PERCENT OF ANNUAL COST)	1 L.S.	\$2,000.00	\$ 2,000.00
	SUB-TOTAL		\$ 5,664.80
B. STREET LIGHTING			
1 DECORATIVE STREET LIGHT ANNUAL COST	22 EA	\$ 75.00	\$ 1,650.00
	SUB-TOTAL		\$ 1,650.00
C. STORM DRAINAGE MAINTENANCE PER LOT			
	131 EA	\$ 9.68	\$ 1,268.08
			\$ 1,268.08
D. ADMINSTRATIVE COSTS			
1 ENGINEERING FEES	1 L.S.	\$ 1,500.00	\$ 1,500.00
2 PRINTING AND PUBLISHING, LEGAL	1 L.S.	\$ 40.00	\$ 40.00
3 COUNTY COLLECTION FEE	1 L.S.	\$ 100.00	\$ 100.00
4 CITY OVERHEAD AND ADMINISTRATION	1 L.S.	\$ 500.00	\$ 500.00
	SUB-TOTAL		\$ 2,140.00
	TOTAL ASSESSMENT		\$10,722.88

E. ANNUAL PARCEL ASSESSEMENT

1 TOTAL PARCELS WITHIN THE DISTRICT - 131

ANNUAL ASSESSMENT = TOTAL ASSESSMENT /
NO. OF ASSESSMENTS

$$\frac{\$10,722.88}{131} = \$81.85 *$$

* SUBJECT TO CPI ANNUAL ADJUSTMENT PER THE SAN FRANCISCO BAY AREA CONSUMER PRICE INDEX-U

ASSESSMENT ROLL
GREYSTONE ESTATES LANDSCAPE AND LIGHTING MAINTENANCE (LLMD) ANNEXATION
FY 2021/2022

TOTAL ASSESSMENT FOR 2020/2021 = \$10,722.88
TOTAL NUMBER OF ASSESSMENTS = 131

LOT NUMBER	ASSESSOR'S PARCEL NUMBER	2020/2021 ASSESSMENT
TRACT 6257		
1	007-038-001	\$81.85
2	007-038-002	\$81.85
3	007-038-003	\$81.85
4	007-038-004	\$81.85
5	007-038-005	\$81.85
6	007-038-006	\$81.85
7	007-038-007	\$81.85
8	007-038-008	\$81.85
9	007-038-009	\$81.85
10	007-038-010	\$81.85
11	007-038-011	\$81.85
12	007-038-012	\$81.85
13	007-038-013	\$81.85
14	007-038-014	\$81.85
15	007-038-015	\$81.85
16	007-038-016	\$81.85
17	007-038-017	\$81.85
18	007-038-018	\$81.85
19	007-038-019	\$81.85
20	007-038-020	\$81.85
21	007-038-021	\$81.85
22	007-038-022	\$81.85
23	007-038-023	\$81.85
24	007-038-024	\$81.85
25	007-038-025	\$81.85
26	007-038-026	\$81.85
27	007-038-027	\$81.85
28	007-038-028	\$81.85
29	007-038-029	\$81.85
30	007-038-030	\$81.85
31	007-038-031	\$81.85
32	007-038-032	\$81.85
33	007-038-033	\$81.85
34	007-038-034	\$81.85
35	007-038-035	\$81.85
36	007-038-036	\$81.85
37	007-038-037	\$81.85
38	007-038-038	\$81.85
39	007-038-039	\$81.85
40	007-038-040	\$81.85
41	007-038-041	\$81.85
42	007-039-001	\$81.85

ASSESSMENT ROLL
GREYSTONE ESTATES LANDSCAPE AND LIGHTING MAINTENANCE (LLMD) ANNEXATION
FY 2021/2022

TOTAL ASSESSMENT FOR 2020/2021 = \$10,722.88
TOTAL NUMBER OF ASSESSMENTS = 131

LOT NUMBER	ASSESSOR'S PARCEL NUMBER	2020/2021 ASSESSMENT
43	007-039-002	\$81.85
44	007-039-003	\$81.85
45	007-039-004	\$81.85
46	007-039-005	\$81.85
47	007-039-006	\$81.85
48	007-039-007	\$81.85
49	007-039-008	\$81.85
50	007-039-009	\$81.85
51	007-039-010	\$81.85
52	007-039-011	\$81.85
TRACT 6313		
53	007-039-014	\$81.85
54	007-039-015	\$81.85
55	007-039-016	\$81.85
56	007-039-017	\$81.85
57	007-039-018	\$81.85
58	007-039-019	\$81.85
59	007-039-020	\$81.85
60	007-039-021	\$81.85
61	007-039-022	\$81.85
62	007-039-023	\$81.85
63	007-039-024	\$81.85
64	007-039-025	\$81.85
65	007-039-026	\$81.85
66	007-039-027	\$81.85
67	007-039-028	\$81.85
68	007-039-029	\$81.85
69	007-039-030	\$81.85
70	007-039-031	\$81.85
71	007-039-032	\$81.85
72	007-039-033	\$81.85
73	007-039-034	\$81.85
74	007-039-035	\$81.85
75	007-039-036	\$81.85
76	007-039-037	\$81.85
77	007-039-038	\$81.85
78	007-039-039	\$81.85
79	007-039-040	\$81.85
80	007-039-041	\$81.85
81	007-039-042	\$81.85
82	007-039-043	\$81.85
83	007-039-044	\$81.85

ASSESSMENT ROLL
GREYSTONE ESTATES LANDSCAPE AND LIGHTING MAINTENANCE (LLMD) ANNEXATION
FY 2021/2022

TOTAL ASSESSMENT FOR 2020/2021 = \$10,722.88
TOTAL NUMBER OF ASSESSMENTS = 131

LOT NUMBER	ASSESSOR'S PARCEL NUMBER	2020/2021 ASSESSMENT
84	007-039-045	\$81.85
85	007-039-046	\$81.85
TRACT 6314		
86	007-039-049	\$81.85
87	007-039-050	\$81.85
88	007-039-051	\$81.85
89	007-039-052	\$81.85
90	007-039-053	\$81.85
91	007-039-054	\$81.85
92	007-039-055	\$81.85
93	007-039-056	\$81.85
94	007-039-057	\$81.85
95	007-039-058	\$81.85
96	007-039-059	\$81.85
97	007-039-060	\$81.85
98	007-039-061	\$81.85
99	007-039-062	\$81.85
100	007-039-063	\$81.85
101	007-039-064	\$81.85
102	007-039-065	\$81.85
103	007-039-066	\$81.85
104	007-039-067	\$81.85
105	007-039-068	\$81.85
106	007-039-069	\$81.85
107	007-039-070	\$81.85
108	007-039-071	\$81.85
109	007-039-072	\$81.85
110	007-038-044	\$81.85
111	007-038-045	\$81.85
112	007-038-046	\$81.85
113	007-038-047	\$81.85
114	007-038-048	\$81.85
115	007-038-049	\$81.85
116	007-038-050	\$81.85
117	007-038-051	\$81.85
118	007-038-052	\$81.85
119	007-038-053	\$81.85
120	007-038-054	\$81.85
121	007-038-055	\$81.85
122	007-038-056	\$81.85
123	007-038-057	\$81.85
124	007-038-058	\$81.85

ASSESSMENT ROLL
GREYSTONE ESTATES LANDSCAPE AND LIGHTING MAINTENANCE (LLMD) ANNEXATION
FY 2021/2022

TOTAL ASSESSMENT FOR 2020/2021 = \$10,722.88

TOTAL NUMBER OF ASSESSMENTS = 131

LOT NUMBER	ASSESSOR'S PARCEL NUMBER	2020/2021 ASSESSMENT
125	007-038-059	\$81.85
126	007-038-060	\$81.85
127	007-038-061	\$81.85
128	007-038-062	\$81.85
129	007-038-063	\$81.85
130	007-038-064	\$81.85
131	007-038-065	\$81.85

EXHIBIT "A"
LEGAL DESCRIPTION
OF AREA ANNEXED INTO
CITY OF FIREBAUGH
LIGHTING AND LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO.1

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

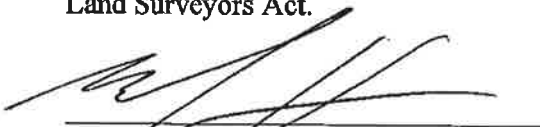
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TOGETHER WITH Lots 53 through 85, inclusive, of that certain map of Tract 6313 filed June 4, 2020 in Volume 89 of Plats, at Pages 47-69, Fresno County Records.

ALSO TOGETHER WITH Lots 86 through 131, inclusive, of that certain map of Tract 6314 filed September 2, 2020 in Volume 90 of Plats, at Pages 4 - 6, Fresno County Records.

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

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


Rodrick H. Hawkins, P.L.S. 9489
September 29, 2020



RESOLUTION NO. 20-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING
AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND MADERA COUNTY
FOR AUTOMATIC/MUTUAL AID**

WHEREAS, the City Council of the City of Firebaugh has previously approved an agreement between the Firebaugh Fire Department and Madera County Fire Department for automatic mutual aid; and

WHEREAS, an amendment to the agreement between the Madera County and City of Firebaugh which would jointly provide fire protection, emergency medical services, to maximize delivery of services by responding units is necessary to protect life or property; and

WHEREAS, beginning January 1, 2020, Madera County agrees to pay City of Firebaugh \$9,750.00 for all Automatic Aid responses per this amended agreement for the 2020 calendar year; and

WHEREAS, the reimbursement amount is based on the prior four (4) year average number of annual responses that the Firebaugh Fire Department responds into Madera County; and

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

1. Approve the amendment to the agreement between the City of Firebaugh and Madera County for automatic mutual aid.
2. Madera County and City of Firebaugh would jointly provide fire protection and emergency medical services.
3. Beginning January 1, 2020, County agrees to pay City Firebaugh \$9,750.00 for all Automatic Aid responses per this agreement for the 2020 calendar year.
4. The amended agreement attached hereto and incorporated herein as Exhibit "A", (Ninth Amendment to Mutual Aid Agreement, Madera County Contract No. 8805-C-2009) is hereby approved.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Firebaugh on the 5th day of October, 2020 by the following call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

MADERA COUNTY CONTRACT NO. _____
(Fire Department – Ninth Amendment to Mutual Aid Agreement: City of Firebaugh)

THIS NINTH AMENDMENT TO AGREEMENT is made and entered into effective the _____ day of _____, 2020, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and the CITY OF FIREBAUGH, a California municipal corporation ("FIREBAUGH").

RECITALS

A. On February 10, 2009, COUNTY and FIREBAUGH entered into Madera County Contract No. 8805-C-2009 to provide and maximize the delivery of fire protection and emergency medical services by jointly exercising said powers pursuant to the authority granted under California Government Code sections 6502 and 55632 and pertinent provisions of the California Health and Safety Code.

B. On January 25, 2011, COUNTY and FIREBAUGH entered into Madera County Contract No. 8805A-C-2011 to amend FIREBAUGH's duties under Section 2 ("First Amendment.")

C. On June 21, 2011, COUNTY and FIREBAUGH entered into Madera County Contract No. 8805B-C-2011 to amend FIREBAUGH's duties under Section 2 ("Second Amendment.")

D. On May 8, 2012, COUNTY and FIREBAUGH entered into Madera County Contract No. 8805C-C-2012 to amend FIREBAUGH's duties under Section 2 ("Third Amendment.")

E. On July 16, 2013, COUNTY and FIREBAUGH entered into Madera County Contract No. 9911-C-2013 to amend FIREBAUGH's duties under Section 2 ("Fourth Amendment.") Said Fourth Amendment included a revised Madera County Contract

number.

F. On November 25, 2014, COUNTY and FIREBAUGH entered into Madera County Contract No. 9911A-C-2014 to amend FIREBAUGH's duties under Section 2 ("Fifth Amendment.")

G. On November 10, 2015, COUNTY and FIREBAUGH entered into Madera County Contract No. 9911B-C-2015 to amend FIREBAUGH's duties under Section 2 ("Sixth Amendment.")

H. On May 9, 2017, COUNTY and FIREBAUGH entered into Madera County Contract No. 9911C-C-2017 to amend FIREBAUGH's duties under Section 2 ("Seventh Amendment.")

I. On March 19, 2019, COUNTY and FIREBAUGH entered into Madera County Contract No. 9911D-C-2019 to amend FIREBAUGH's duties under Section 2 ("Seventh Amendment").

J. On March 19, 2019, COUNTY and FIREBAUGH entered into Madera County Contract No. 9911E-C-2019 to amend FIREBAUGH's duties under Section 2 ("Eight Amendment").

K. The parties again wish to further amend the Agreement.

AGREEMENT

1. Effective January 1, 2020, Section 2 of Madera County Contract 8805-C-2009, "FIREBAUGH'S DUTIES," subsection 2.03, shall be amended in its entirety to read as follows:

"2.03 Beginning January 1, 2020, COUNTY agrees to pay FIREBAUGH
Nine Thousand Seven Hundred and Fifty Dollars (\$9,750.00) for all

Automatic Aid responses provided during the 2020 calendar year by FIREBAUGH pursuant to this Agreement. This reimbursement amount is based on a Two Hundred Dollars (\$200.00) call rate multiplied by the average number of responses per year over the previous four years. The amount will be adjusted to Two Hundred Fifty Dollars (\$250.00) for future calendar years, but each calendar year's adjustment shall be based on the previous four years' response average. This Agreement will be reviewed annually during the month of December to ensure fairness to both COUNTY and FIREBAUGH."

2. Except as provided in this Ninth Amendment, all other terms and conditions of Madera County Contract No. 8805-C-2009 shall remain in full force and effect.

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IN WITNESS WHEREOF the foregoing Ninth Amendment is executed on the date
and year first above-written.

COUNTY OF MADERA

CITY OF FIREBAUGH

Chairman, Board of Supervisors

Mayor

ATTEST:

ATTEST:

Clerk, Board of Supervisors

City Clerk

Approved as to Legal Form:
COUNTY COUNSEL

Jessica A.
By: Mejorado

Digitally signed by: Jessica A.
Mejorado
DN: CN = Jessica A. Mejorado email =
jmejorado@lozanosmilh.com C = US
Date: 2020.08.28 10:39:37 -07'00'

Approved as to Legal Form:
CITY ATTORNEY

By: _____

ACCOUNT NUMBER(S)

