

MEETING AGENDA

The City Council/Successor Agency- of the City of Firebaugh

Vol. No. 21/11-15

Date/Time: November 15, 2021/6:00 p.m.

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

**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/86036567922?pwd=bFVhOGpCL2hNemdWN0NnOHBhWlRCdz09>

Meeting ID: 860 3656 7922

Passcode: 936222

Phone: 1-669-900-9128

CALL TO ORDER

ROLL CALL

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

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Andrew Firebaugh Community Center to participate at this meeting, please contact the Deputy City Clerk at (559) 659-2043. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to the Andrew Firebaugh Community Center.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the Deputy City Clerk's office, during normal business hours.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

PUBLIC COMMENT

PRESENTATION

CONSENT CALENDAR

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

1. APPROVAL OF MINUTES – The City Council regular meeting on November 1, 2021.

2. WARRANT REGISTER – Period starting October 1 and ending on October 31, 2021.

October 2021	General Warrants	#41847 - #42046	\$ 9,591,983.81
	Payroll Warrants	#71606 - #71621	\$ 165,334.02
	TOTAL		\$ 9,757,317.83

PUBLIC HEARING

3. **ORDINANCE NO. 21-04 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH REPEALING SECTIONS 9-1.1, 9-1.2, 9-1.3, AND 9-1.4 OF CHAPTER 9 [TRAILERS AND TRAILER PARKS] OF THE MUNICIPAL CODE, REPLACING THE HEADING OF CHAPTER 9 WITH THE TITLE “MOBILEHOME PARKS ACT”, AND ADDING SECTIONS 9-1.1 THROUGH 9-1.11 RELATING TO THE ASSUMPTION OF RESPONSIBILITY OF ENFORCING THE MOBILEHOME PARKS ACT AND SPECIAL OCCUPANCY PARKS ACT OF THE CALIFORNIA HEALTH AND SAFETY CODE – SECOND READING.**

Recommended Action: Council receives public comment & approves of Ord. No. 21-04.

4. **ORDINANCE NO. 21-05 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND PEOPLE’S FARMING, LLC – FIRST READING AND CANNABIS REGULATORY PERMIT.**

Recommended Action: Council receives public comment & waives the first reading of Ord. No. 21-05.

NEW BUSINESS

5. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND DISCUSS THE SAFETY PROTOCOL GUIDELINES FOR IN-PERSON MEETINGS.**

Recommended Action: Council receives public comment & approves the recommendation.

NEW BUSINESS

STAFF REPORTS

CLOSED SESSION

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the agenda

I declare under penalty of perjury that I am employed by the City of Firebaugh & that I posted this agenda on the bulletin boards at City Hall, November 12, 2021, 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. 21/11-01

**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: November 1, 2021/6:00 p.m.

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

ROLL CALL

Mayor Freddy Valdez	
Mayor Pro Tem Brady Jenkins	
Council Member Marcia Sablan	6:02 pm
Council Member Felipe Pérez	6:04 pm
Council Member Elsa Lopez	

ABSENT:

OTHERS: City Attorney James Sanchez; City Manager/Acting Public Works Director, Ben Gallegos; Deputy Clerk, Rita Lozano; Finance Director, Pio Martin; Fire Chief, John Borboa; City Engineer, Mario Gouveia; Linda Espinoza, Nicole Molina, Hector Marin, Silvia Renteria, Mark, Melissa Knight, Raquel Tabares, Adrian, Amy Fleming, Charles "BJ" Fleming, George Conklin, F Gonzalez, Melissa Knight, Amanda Speaks, Tony Chavarria & others.

PLEDGE OF ALLEGIANCE City Manager Ben Gallegos led pledge of Allegiance.

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT: Linda Espinoza asked about the union negotiations side letter, Amanda Speaks, thanked everyone that supported the city employees & stated she is very disgruntle about what Firebaugh is doing (mandate Vaccine) Mendota and Dos Palos don't mandate the vaccine for employees, it causes segregation, weekly testing has a toxic sterilization agent in the swab. Fire Chief Borboa reported, "I represent 24 people, no one sat with me to discuss this, you (council) grouped the Fire Fighters with the unions of Public Works & PD. I submitted a letter requesting to follow the guidelines of CAL Fire." City Manager Gallegos replied, he spoke with John, that's when John submitted the letter. A resident asked, what policy does the City or Council have in place to keep the city safe if we lose volunteers at the Fire Department?

PRESENTATION: None

CONSENT CALENDAR

- 1. APPROVAL OF MINUTES – The City Council regular meeting on October 18, 2021.**
- 2. THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE SIDE LETTER TO RESOLUTION NO. 21-38 - BETWEEN CITY OF FIREBAUGH AND THE FIREBAUGH MISCELLANEOUS EMPLOYEES' ASSOCIATION - Implementation of City-Adopted Mandatory Vaccination Policy.**
- 3. THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE SIDE LETTER TO RESOLUTION NO. 21-38 - BETWEEN CITY OF FIREBAUGH AND THE FIREBAUGH POLICE OFFICERS ASSOCIATION - Implementation of City-Adopted Mandatory Vaccination Policy.**

Motion to approve consent calendar by Council Member Valdez, second by Council Member Perez, motion passed by 4-1 vote. Lopez - No

PUBLIC HEARING

4. **ORDINANCE NO. 21-04 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH REPEALING SECTIONS 9-1.1, 9-1.2, 9-1.3, AND 9-1.4 OF CHAPTER 9 [TRAILERS AND TRAILER PARKS] OF THE MUNICIPAL CODE, REPLACING THE HEADING OF CHAPTER 9 WITH THE TITLE "MOBILEHOME PARKS ACT", AND ADDING SECTIONS 9-1.1 THROUGH 9-1.11 RELATING TO THE ASSUMPTION OF RESPONSIBILITY OF ENFORCING THE MOBILEHOME PARKS ACT AND SPECIAL OCCUPANCY PARKS ACT OF THE CALIFORNIA HEALTH AND SAFETY CODE – FIRST READING.**

Opening hearing at 6:24 pm – No comment – Close hearing at 6:25 pm

Motion to waive the first reading by Council Member Sablan, second by Council Member Valdez, motion passed by 4-1 vote. No reply from Perez.

NEW BUSINESS

5. **RESOLUTION NO. 21-42 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING USE OF EMERGENCY REMOTE TELECONFERENCING PROVISIONS.**

Motion to modify Res. No. 21-42 to include both the zoom option pending the Police Chief guidelines for open meeting and approve, by Council Member Valdez, second by Council Member Sablan, motion passed by 4-0 vote. No reply from Perez.

STAFF REPORTS

- **Finance Director, Pio Martin** – contacted the auditors to start the audit, staff is trying to push online billing allowing residents to pay and receive the bills online. Council Member Sablan asked about the credit card use and fees. Pio replied the city waived fees for credit card use, it has helped by reducing cost, handling money, payment mistakes, postage fees, as well as reduce office traffic and time.
- **Deputy City Clerk, Rita Lozano** – nothing to report.
- **Fire Chief John Borboa** – nothing to report
- **Bethany Matos, Associate Dean of North District Center** – construction is on schedule, will be having a tour of the facility on Wednesday at 4:00 pm.
- **City Manager, Ben Gallegos** – working with Paul on implementing the CDBG funding for the Business and Salvation Army (hot meals) projects, Fire Station construction is on track – looking to be completed by March, started construction at Cardella this week, sidewalks were pulled & will be re-installed.
- **City Engineer, Mario Gouveia** – Construction is still on scheduled at Cardella, there is concrete work & demo, they should be finished within the week or so. City applied for a \$9.5 million state grant for one of the three projects along the San Joaquin River regarding the Feasibility Study.
- **City Attorney, James Sanchez** – nothing to report.
- **Council Member Lopez** – attended Mrs. DeFrancesco's funeral today & a funeral for my neighbor the other day, we are losing a lot of our older residents. To Council Member Valdez, on behalf of the City Council and staff our condolences to you and your family.
- **Council Member Sablan** – Don Burkhart passed this week too, our oldest resident in Firebaugh.
- **Council Member Jenkins** – Condolences for Freddy.

CLOSED SESSION

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Motion to adjourn at 6:43 pm by Council Member Valdez, second by Council Member Sablan, motion passes by a 5-0 vote.



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: November 15, 2021

SUBJECT: Warrant Register Dated: October 1, 2021 – October 31, 2021

RECOMMENDATION:

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

OCTOBER 1, 2021 – OCTOBER 31, 2021

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	# 41847 – #42046	<u>\$ 9,591,983.81</u>
PAYROLL WARRANTS.....	# 71606 – #71621	<u>\$ 165,334.02</u>

TOTAL WARRANTS..... **\$ 9,757,317.83**

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2021- OCTOBER 31, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
41847	10/1/2021	JOHN BORBOA	\$ 2,500.00	AMERICAN RESCUE PLAN ACT
41848	10/1/2021	JAMES BRADFORD BRITTON	\$ 2,500.00	AMERICAN RESCUE PLAN ACT
41849	10/1/2021	FERNANDO CAMPA	\$ 300.00	HEALTH INSURANCE STIPEND
41850	10/1/2021	RANDALL J COFFMAN	\$ 750.00	AMERICAN RESCUE PLAN ACT
41851	10/1/2021	GEORGE I. CONKLIN	\$ 2,500.00	AMERICAN RESCUE PLAN ACT
41852	10/1/2021	COLTON JOE DIEDRICH	\$ 1,000.00	AMERICAN RESCUE PLAN ACT
41853	10/1/2021	CORBIN DIEDRICH	\$ 750.00	AMERICAN RESCUE PLAN ACT
41854	10/1/2021	EDWIN A FLORES	\$ 1,000.00	AMERICAN RESCUE PLAN ACT
41855	10/1/2021	DANNY B. FLORES	\$ 750.00	AMERICAN RESCUE PLAN ACT
41856	10/1/2021	ANGELICA GALLEGOS	\$ 2,500.00	AMERICAN RESCUE PLAN ACT
			\$ 500.00	AMERICAN RESCUE PLAN ACT
		Check Total:	\$ 3,000.00	
41857	10/1/2021	GOLDEN ONE CREDIT UNION	\$ 1,666.66	JOHN BORBOA MONTHLY STIPE
41858	10/1/2021	JONATHAN GONZALES	\$ 300.00	HEALTH INSURANCE STIPEND
41859	10/1/2021	BRADY JENKINS	\$ 315.00	MONTHLY SALARY ATTENDANCE
41860	10/1/2021	DILLON JOSEPH KNIGHT	\$ 1,500.00	AMERICAN RESCUE PLAN ACT
41861	10/1/2021	RODDY A. LAKE	\$ 275.35	POLICE MEDICAL RETIREE
41862	10/1/2021	SAMPSON LEE	\$ 300.00	HEALTH INSURANCE STIPEND
41863	10/1/2021	VANESSA LINARES	\$ 300.00	HEALTH INSURANCE STIPEND
41864	10/1/2021	BRYAN J LOWRY	\$ 1,000.00	AMERICAN RESCUE PLANT ACT
41865	10/1/2021	ADRIAN JORGE MAGANA	\$ 1,500.00	AMERICAN RESCUE PLAN ACT
41866	10/1/2021	SANDRA J. MARQUEZ	\$ 300.00	HEALTH INSURANCE STIPEND
41867	10/1/2021	SHERRY MARSHALL	\$ 2,500.00	AMERICAN RESCUE PLAN ACT
41868	10/1/2021	HECTOR ARTURO MARIN	\$ 2,500.00	AMERICAN RESCUE PLAN ACT

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2021- OCTOBER 31, 2021**

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
41869	10/1/2021	MAXIMUS THOMAS MARTINEZ	\$ 1,500.00	AMERICAN RESCUE PLAN ACT
41870	10/1/2021	JUAN ALBERTO MARTINEZ	\$ 1,000.00	AMERICAN RESCUE PLAN ACT
41871	10/1/2021	NICHOLAS ROD MOLINA	\$ 750.00	AMERICAN RESCUE PLAN ACT
41872	10/1/2021	JOSHUA NAVARRO	\$ 1,000.00	AMERICAN RESCUE PLAN ACT
41873	10/1/2021	JOSE DE JESUS OROZCO	\$ 1,000.00	AMERICAN RESCUE PLAN ACT
41874	10/1/2021	DANNY PACINI	\$ 1,000.00	AMERICAN RESCUE PLAN ACT
41875	10/1/2021	ANTHONY PAREDES	\$ 1,000.00	AMERICAN RESCUE PLAN ACT
41876	10/1/2021	RUBEN RAMOS	\$ 750.00	AMERICAN RESCUE PLAN ACT
41877	10/1/2021	SALVADOR RAYGOZA	\$ 300.00	HEALTH INSURANCE STIPEND
41878	10/1/2021	RODOLFO TABARES	\$ 300.00	HEALTH INSURANCE STIPEND
41879	10/1/2021	JOHN J. TOPETE	\$ 300.00	HEALTH INSURANCE STIPEND
41880	10/1/2021	ALFRED VALDEZ	\$ 315.00	MONTHLY SALARY ATTENDANCE
41881	10/4/2021	CARLOS D. DURAN	\$ 800.00	REMAINING PYMT LA MARCHA
41882	10/4/2021	PAUL MAURER	\$ 38,287.75	2021 CANTALOUPE ROUNDUP
41883	10/5/2021	U.S. POSTMASTER	\$ 922.73	UTILITY BILLING OCTOBER 2
41884	10/6/2021	WESTAMERICA BANK	\$ 9,000,000.00	TRANSFER FUNDS TO NEW ACCT
41885	10/7/2021	CITY OF FIREBAUGH	\$ 193,625.17	PAYROLL ENDING 10/04/2021
41886	10/8/2021	ACE TROPHY SHOP	\$ 53.99	CARNIVAL TROPHY
41887	10/8/2021	ALEX AUTO DIAGNOSTICS	\$ 45.00	2007 FORD SMOG CHECK
			\$ 45.00	2004 CHEVROLET SMOG CHECK
			\$ 45.00	2013 FORD PD SMOG CHECK
			\$ 45.00	2007 FORD SMOG CHECK
Check Total:			\$ 180.00	
41888	10/8/2021	ALFREDO ARAMBULA	\$ 1,000.00	RODEO GROUNDS RENTAL
41889	10/8/2021	SEBASTIAN	\$ 59.95	SENIOR CTR ALARM SECURITY

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2021- OCTOBER 31, 2021**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
41890	10/8/2021	COMMUNITY MEDICAL CENTE	\$ 175.00	LEGAL BLOOD DRAWS AUGUST
41891	10/8/2021	GEORGE I. CONKLIN	\$ 500.00	AMERICAN RESCUE PLAN ACT
41892	10/8/2021	CENTRAL VALLEY TOXICOLOC	\$ 210.00	DRUG SCREENING
			\$ 163.00	DRUG SCREENING
			\$ 146.00	DRUG SCREENING
		Check Total:	\$ 519.00	
41893	10/8/2021	D & L REFRIGERATION, LLC	\$ 167.50	PD OFFICE-SERVICE UNIT
41894	10/8/2021	DEPARTMENT OF JUSTICE	\$ 280.00	AUGUST 2021 BLOOD ANALYSIS
41895	10/8/2021	FRESNO COUNTY EDC	\$ 6,000.00	MEMBERSHIP FEES 07/01/21-
41896	10/8/2021	FENCE FACTORY FRESNO	\$ 2,171.00	CANTALOUPE ROUNDUP FENCE
41897	10/8/2021	FIRST BANKCARD	\$ 124.13	BEN-AMAZON OFFICE CHAIR
			\$ 172.70	BEN-AMAZON N95 MASK
			\$ 254.93	BEN-AMAZON DOG TRUCK
			\$ 52.91	BEN-AMAZON SITE #2 SUPPLIES
			\$ 86.28	BEN-AMAZON SITE#2 SUPPLIES
			\$ 421.09	BEN-AMAZON LIGHT BAR
			\$ 455.26	BEN-SHIELDS HARPER FUEL
			\$ 205.14	BEN-AMAZON PATIO STOOLS
		Check Total:	\$ 1,772.44	
41898	10/8/2021	FIREBAUGH GLASS	\$ 854.00	SHEETS OF GLASS-CARNIVAL
41899	10/8/2021	FRESNO OXYGEN	\$ 80.39	SHOP-PARTS
41900	10/8/2021	GOODALL TRUCKING, INC.	\$ 647.85	TOP SOIL
41901	10/8/2021	JORGENSEN COMPANY	\$ 260.87	POLICE DEPT MEDICAL SUPPLY
41902	10/8/2021	KIMBALL-MIDWEST	\$ 266.66	SOLVENT/CLEANER
41903	10/8/2021	NOAH MARQUEZ	\$ 150.00	WORK BOOTS REIMBURSEMENT
41904	10/8/2021	METRO UNIFORM	\$ 102.45	OFFICER GILLUM-CLASS B/PA
41905	10/8/2021	MID-VALLEY DISPOSAL	\$ 70.59	WATER TREATMENT PLANT
			\$ 81.24	1325 O STREET
			\$ 30,152.84	DISPOSAL SERVICE
		Check Total:	\$ 30,304.67	

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2021- OCTOBER 31, 2021**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
41906	10/8/2021	NORTHSTAR CHEMICAL	\$ 1,670.76	FERRIC CHLORIDE
			\$ 1,859.16	SODIUM HYPOCHLORITE
			\$ 1,580.64	SODIUM HYPOCHLORITE
		Check Total:	\$ 5,110.56	
41907	10/8/2021	O'REILLY AUTOMOTIVE, INC.	\$ 82.43	TRUCK#39-SHIFT-INDICATOR
			\$ 60.04	PD #11-OIL
		Check Total:	\$ 142.47	
41908	10/8/2021	PACIFIC GAS & ELECTRIC	\$ 41,798.17	ALL DEPTS #7355932148-1
41909	10/8/2021	ROLFE CONSTRUCTION COMP/	\$ 5,241.00	FIREBAUGH 10" CHECK VALVE
41910	10/8/2021	SWRCB ACCOUNTING OFFICE	\$ 185.00	WATER SYSTEM ANNUAL FEES
41911	10/8/2021	SUN'S INTERNATIONAL CORP	\$ 39.00	POLICE DEPT PAPER ROLL TO
41912	10/8/2021	TECH MASTER MANAGEMENT	\$ 40.00	POLICE DEPT PEST CONTROL
41913	10/8/2021	DATAPATH	\$ 2,500.00	REMOTE MONITORING
41914	10/8/2021	WESTAMERICA BANK	\$ 260.00	FRESNO FAIR FIELD TRIP SE
41915	10/8/2021	MARLENA WYATT	\$ 150.00	DUNKLE PARK ENCLOSED AREA
42000	10/14/2021	AXCES INDUSTRIAL SUPPLY	\$ 1,399.36	FLOAT AWAY DEGREASER
42001	10/14/2021	CALIFORNIA PEACE	\$ 100.00	CHIEF RAYGOZA TRAINING
			\$ 150.00	SGT MARTINEZ TRAINING
		Check Total:	\$ 250.00	
42002	10/14/2021	CENTRAL VALLEY FORENSIC I	\$ 1,000.00	RAPE EXAM VICTIM
42003	10/14/2021	COMCAST	\$ 723.89	PD INTERNET #909093831
42004	10/14/2021	COOK'S COMMUNICATIONS	\$ 427.58	PD-NOISE CANCELLING MIC
42005	10/14/2021	PACIFIC GAS & ELECTRIC	\$ 83.84	FIRE DEPT #3228327255-0
42006	10/14/2021	RSG, INC.	\$ 270.00	FY 21-22 SUCCESSOR AGENCY
42007	10/14/2021	VERIZON WIRELESS	\$ 38.01	BRADY'S TABLET INTERNET
42008	10/20/2021	CITY OF FIREBAUGH	\$ 120,602.65	PAYROLL ENDING 10/15/2021

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2021- OCTOBER 31, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42009	10/22/2021	ADAMS ASHBY GROUP, LLC	\$ 4,500.00	PROJECT 18-CDBG-12911
			\$ 4,500.00	PROJECT 20-CDBG-12000
		Check Total:	\$ 9,000.00	
42010	10/22/2021	AG & INDUSTRIAL SUPPLY	\$ 7.11	CHAINSAW FILE
			\$ 20.08	SWEEPER
			\$ 86.27	DOG SHELTER
		Check Total:	\$ 113.46	
42011	10/22/2021	AGRI-VALLEY IRRIGATION LL	\$ 16.28	ADAPTER/SCHEDULE
			\$ 17.33	BUBBLE/NETAFIM BUTTON
			\$ 32.18	SPRINKLER
			\$ 4.36	GLOVES
			\$ 6.51	ADAPTER/SCHEDULE
			\$ 56.40	COUPLING/TEE REDUCING/PVC
			\$ 8.67	BRASS HOSE/ELBOW
			\$ 29.64	ELBOW/CEMENT GRAY/ADAPTER
			\$ 26.17	COUPLING/SCHEDULE
		Check Total:	\$ 197.54	
42012	10/22/2021	AT&T	\$ 472.08	ALL DEPT INTERNET/TELEPHONE
42013	10/22/2021	AT&T	\$ 74.90	FIRE DEPT INTERNET
42014	10/22/2021	AUTOZONE COMMERCIAL (137	\$ 201.79	PD-BATTERY/MOTOR OIL
			\$ 43.37	MOTOR OIL/OIL FILTER
			\$ 7.63	FD-DRY LUBRICANT
			\$ 61.74	WATER PUMP/ANTIFREEZE
			\$ (40.37)	WATER PUMP
			\$ 62.61	PD-BULBS
			\$ 157.98	BATTERY
			\$ 7.66	MOTOR OIL
			\$ 3.12	OIL FILTER
			\$ (7.66)	MOTOR OIL
			\$ 12.83	CAR WASH/TOWEL
			\$ 47.70	BOSCH EVOLUTION
			\$ 3.74	PD-GAUGE
			\$ 28.27	LIFT SUPPORT
			\$ 44.89	BATTERY/WIPER BLADES
			\$ 8.30	BATTERY
			\$ 4.52	BUSHING KIT
			\$ 15.09	TIRE WET/DETAILER
		Check Total:	\$ 663.21	
42015	10/22/2021	32 BELOW ICE SALES	\$ 542.75	CANTALOUPE ROUNDUP ICE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2021- OCTOBER 31, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42016	10/22/2021	BSK & ASSOCIATES, INC.	\$ 37.50	LAB ANALYSIS
			\$ 425.00	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 425.00	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 427.50	LAB ANALYSIS
			\$ 425.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 260.00	LAB ANALYSIS
			\$ 70.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 395.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 9.38	LAB ANALYSIS
		Check Total:	\$ 2,749.38	
42017	10/22/2021	COLLINS & SCHOETTLER	\$ 1,000.00	CITY PLANNING SEPTEMBER 2021
42018	10/22/2021	COOK'S COMMUNICATIONS	\$ 556.52	NEW FD-BASE RADIO INSTALL
42019	10/22/2021	CORELOGIC SOLUTIONS, LLC.	\$ 218.55	REALQUEST SEPT 2021
42020	10/22/2021	DEPT. OF TRANSPORTATION	\$ 119.43	HIT AND RUN REPAIRS ROUTE
			\$ 121.91	HIT AND RUN REPAIRS ROUTE
		Check Total:	\$ 241.34	
42021	10/22/2021	DEPARTMENT OF JUSTICE	\$ 102.00	FINGERPRINTS SEPTEMBER 2021
42022	10/22/2021	FERGUSON WATERWORKS #14	\$ 1,577.14	3 HYD METER W/NST COUPE
			\$ 444.64	METER SUPPLIES
		Check Total:	\$ 2,021.78	
42023	10/22/2021	FIREBAUGH HARDWARE COMI	\$ 20.62	ELBOW/PVC
			\$ 16.19	SQUARE 12X17 GLUE
			\$ 6.00	PVC ELBOW
			\$ 183.94	PLEXI GLASS/DRYWALL SCREW
			\$ 35.62	DOG FOOD
			\$ 22.64	TAILPIECE
			\$ 60.40	WASHING HOSE KIT/TAILPIECE
			\$ 35.62	DOG FOOD
		Check Total:	\$ 381.03	
42024	10/22/2021	FRESNO COUNTY TREASURER	\$ 162.64	ACCESS FEES SEPTEMBER 2021

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2021- OCTOBER 31, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42025	10/22/2021	GOUVEIA ENGINEERING, INC.	\$ 513.19	720.01 PLANNING GENERAL
			\$ 2,659.13	725.01 PUBLIC WORKS GENERAL
			\$ 472.50	725.12 TASK 1 MULTI BENEFIT
			\$ 10,102.50	725.12 TASK 3 MULITY BENEFIT
			\$ 200.00	730.09 SRF WWTP DESIGN
			\$ 2,727.50	745.02D HWY 33 BEAUTIFICATION
			\$ 463.15	745.24C STPL-5224(024) 8TH POSO
			\$ 34.67	745.25D CML-5224(023) POSO
			\$ 497.50	745.27C STPL-5224(025) 8TH POSO
			\$ 727.12	745.28D CML-5224(026) ALL
			\$ 1,782.99	745.29D CML-5224(027) J&1
			\$ 131.25	745.30C HELM CANAL & VALLE
			\$ 1,325.63	745.32C CARDELLA STREET
			\$ 498.75	745.32D CARDELLA STREET
			\$ 908.25	760.01 AIRPORT GENERAL
			\$ 50.00	760.07 PAVEMENT MANAGEMENT
			\$ 36.75	780.03-2 GREYSTONE ESTS
			\$ 36.75	780.03-3 GREYSTONE ESTS
			\$ 26.25	785.29 EXPANSION VALLEY
Check Total:			\$ 23,193.88	
42026	10/22/2021	GUTHRIE PETROLEUM, INC.	\$ 1,228.44	BULK UNLEADED GASOLINE
			\$ 763.13	BULK UNLEADED GASOLINE
			\$ 1,489.02	BULK UNLEADED GASOLINE
			\$ 1,570.50	BULK UNLEADED GASOLINE
			\$ 2,078.39	BULK DIESEL FUEL
			\$ 996.31	MOTOR OIL
Check Total:			\$ 8,125.79	
42027	10/22/2021	HOME DEPOT CREDIT SERVICE	\$ 267.50	CANTALOUPE ROUNDUP REPAIR
			\$ 752.54	CANTALOUPE ROUNDUP BAR
Check Total:			\$ 1,020.04	
42028	10/22/2021	KUSSMAUL ELECTRONICS LLC	\$ 1,145.50	FD-12 VOLT
42029	10/22/2021	LEAGUE OF CA CITIES SSJVD	\$ 25.00	B.JENKINS MEETING FEE 8/1
42030	10/22/2021	LOZANO SMITH ATTORNEYS A	\$ 6,025.50	GENERAL LEGAL MATTER
			\$ 702.00	CODE ENFORCMENT THRU SEPT
			\$ 58.50	GENERAL LITIGATION MATTER
			\$ 1,659.39	PITCHESS MOTION THRU SEPT
			\$ 897.00	MARIJUANA REGULATION
			\$ 2,242.50	PERSONNEL MATTERS SEPT2021
			\$ 408.50	COMPLAINT REVERSE VALIDATE
Check Total:			\$ 11,993.39	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2021- OCTOBER 31, 2021

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42031	10/22/2021	MANUELS TIRE SERVICE, INC	\$ 57.81	RADIAL PATCH
			\$ 19.26	RADIAL PATCH
			\$ 19.26	PD-RADIAL PATCH
		Check Total:	\$ 96.33	
42032	10/22/2021	NORTHSTAR CHEMICAL	\$ 1,585.06	SODIUM HYPOCHLORITE
			\$ 1,585.06	SODIUM HYPOCHLORITE
		Check Total:	\$ 3,170.12	
42033	10/22/2021	PACIFIC GAS & ELECTRIC	\$ 3,151.69	TOMA TEK #6759522333-9
42034	10/22/2021	CSG CONSULTANTS, INC.	\$ 6,395.00	HOUSE BUILDING SERVICES T
			\$ 656.00	BUILDING PLAN SERVICES SE
			\$ 169.50	FIRE PLAN REVIEW SEPT 2021
		Check Total:	\$ 7,220.50	
42035	10/22/2021	QUAD KNOFF, INC.	\$ 1,277.70	PROFESSIONAL SERVICES SEPT
42036	10/22/2021	QUILL CORPORATION	\$ 115.74	CITY HALL-OFFICE SUPPLIES
			\$ 301.19	COMMUNITY CENTER-CLEANING
			\$ 16.19	VANESSA-GLOVES
			\$ 16.19	ISABEL-GLOVES
			\$ 33.46	OLGA'S MEETING SUPPLIES
			\$ 82.05	RITA'S OFFICE AIR PURIFIES
			\$ 24.07	VANESSA-CITY PHONE CHARGE
			\$ 120.96	CITY HALL-OFFICE SUPPLIES
			\$ 15.65	CALENDAR FOR ANITA
			\$ 128.94	SENIOR CTR-CALENDARS
			\$ 87.43	STAMP FOR CHECKS
		Check Total:	\$ 941.87	
42037	10/22/2021	ANTHONY SANDOVAL	\$ 227.09	REIMBURSEMENT BROKEN PHONE
42038	10/22/2021	SMART SOURCE LLC	\$ 159.04	BUSINESS LICENSE FORM
42039	10/22/2021	SPARKLETTS	\$ 258.07	CITY HALL/SENIOR CTR/PD/PW
42040	10/22/2021	SWRCB ACCOUNTING OFFICE	\$ 185.00	WATER SYSTEM FEES 7/1-6/3,2021
42041	10/22/2021	STATE FOODS SUPERMARKET	\$ 101.26	DOG FOOD
			\$ 50.63	DOG FOOD
			\$ 118.50	DOG FOOD
		Check Total:	\$ 270.39	
42042	10/22/2021	THARP'S FARM SUPPLY	\$ 34.98	CLEAR SHIELD/JACKSON HEAD

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2021- OCTOBER 31, 2021**

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
42042	10/22/2021	THARP'S FARM SUPPLY	\$ 8.58	PD REPAIR-CONNECTION
			\$ 9.25	BULLDOZER QT DRAIN CLEANER
			\$ 24.25	DRAIN AUGER
			\$ 5.98	PD TOILET-WAX RING/BOLT
			\$ 17.82	HELM CANAL-SAWSALL/MALE
			\$ 27.49	MALDONADO PARK-PINESOL
			\$ 6.15	DUNKLE PARK-PART
			\$ 61.76	PVC PIPE/NIPPLE/TEE/GLUE
			\$ 27.40	DUNKLE PARK-PVC PIPE/ADAPT
			\$ 33.18	OIL CONDITIONER/KNIFE/TAR
			\$ 14.70	DUNKLE CANOPY-TREE ROPE
			\$ 25.30	ALLS IN BOX/NUT/CARRIAGE
			\$ 25.37	CANTALOUPE ROUNDUP CANOPY
			\$ 30.13	GORILLA GLUE
			\$ 9.99	BLADE
			\$ 16.81	ZIP TIES
			\$ 16.53	PINESOL RESTROOM
			\$ 21.96	BLUE TAPE
			\$ 16.90	POOL AND DECK SCRUB
			\$ 27.21	STUD ANCHOR
			\$ 13.50	HEX SCREW ASSORT
			\$ 3.46	HEAT SHRINK
			\$ 35.30	TRIGGER SPRAYER/POLY BRUSH
			\$ 73.10	HYDRAULIC OIL
			\$ 13.80	CLOROX/AIR FRESHNER
			\$ 41.99	DEF FLUID/GOOFOFF
			\$ 19.98	BLADE
			\$ 46.70	SPRINKLER-IMPLUSE LAWN
			\$ 7.52	PLATED CARRIAGE
			\$ 23.16	CANTALOUPE ROUND UP-BRACK
			\$ 81.24	WATER NOZZLE/WORK GLOVES
			\$ 20.39	PINESOL/BLEACH
			\$ 6.53	SCREW ASSORT/LAG SCREW
			\$ 14.68	PLUG/T BODY
			\$ 13.06	HYDRO COUPLER
			\$ 12.09	PLATED CARRIAGE
			\$ 17.06	ALUM RECEPT COVER
			\$ 28.16	RUBBER GLOVE/PAINT MARKER
			\$ 2.32	TRIGGER SPRAYER
			\$ 18.01	GARDEN HOSE/ANT AND ROACH
			\$ 12.21	COUPLER/PLUG
			\$ 223.83	BATTERY/SHOVEL
			\$ 7.67	LAG SCREW/COBALT BIT
			\$ 10.13	WASP SPRAY
			\$ 37.04	HEX NUT/LOCK AND FLATWASHER
			\$ 15.87	PAINT ROLL/ROLLER FRAME

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2021- OCTOBER 31, 2021**

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42042	10/22/2021	THARP'S FARM SUPPLY	\$ 11.61	GLUR TRAP
			\$ 45.68	RED SHELF BIN
			\$ 11.96	TYPE 3 PANEL
			\$ 114.29	FD-VALVE
		Check Total:	\$ 1,444.08	
42043	10/22/2021	THOMASON TRACTOR COMPA	\$ 50.95	BACKHOE-TOOTH/PIN
			\$ 5,229.92	BACKHOE LABOR/PARTS
		Check Total:	\$ 5,280.87	
42044	10/22/2021	UNIFIRST CORPORATION	\$ 100.37	SHOP
			\$ 20.33	COMMUNITY CENTER
			\$ 14.33	CITY HALL
			\$ 20.23	SENIOR CENTER
			\$ 107.19	SHOP
			\$ 20.33	COMMUNITY CENTER
			\$ 14.33	CITY HALL
			\$ 20.23	SENIOR CENTER
			\$ 100.87	SHOP
			\$ 20.33	COMMUNITY CENTER
			\$ 14.33	CITY HALL
			\$ 20.23	SENIOR CENTER
			\$ 111.12	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
		Check Total:	\$ 649.63	
42045	10/22/2021	ZEE MEDICAL SERVICE CO.	\$ 66.13	PUBLIC WORKS MEDICAL SUPPLY
			\$ 44.00	CITY HALL MEDICAL SUPPLIE
		Check Total:	\$ 110.13	
42046	10/27/2021	FIRST BANKCARD	\$ 175.00	BEN-CA-NV SECTION L.VALDEZ
			\$ 52.75	BEN-INTEREST CHARGES
			\$ 375.00	BEN-CA RURAL WATER ASSOC.
			\$ 39.00	PIO-CREDIT CARD FEE
			\$ 13.28	PIO-INTEREST CHARGE FEE
			\$ 39.00	BEN-CREDIT CARD CHARGES
			\$ 42.08	BEN-FIREBAUGH HARDWARE
			\$ 175.00	BEN-CA-NV SECTION J.SANCHEZ
			\$ 462.98	BEN-HARBOR FREIGHT TOOL
			\$ 519.17	BEN-HOME DEPOT WONDERFUL
			\$ 195.00	BEN-CA-NV SECTION JOHN TO
			\$ 200.00	BEN-CITY CLERKS ASSOC. RI
			\$ 460.14	BEN-SACRAMENTO HOLIDAY INN
			\$ 500.14	BEN-SACRAMENTO HOLIDAY INN

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2021- OCTOBER 31, 2021**

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42046	10/27/2021	FIRST BANKCARD	\$ 2,979.38	BEN-KEM EQUIPMENT INDUSTRY
			\$ 9.82	BEN-FAMILY DOLLAR CARNY
			\$ 61.94	FD-FIREBAUGH MART GAS
			\$ 82.71	FD-FIREBAUGH MART GAS
			\$ 43.45	FD-THE BRAVEST DECALS
			\$ 72.36	PD-CHEY.COM K9 DOG FOOD
			\$ 197.48	PD-COSTCO CANTALOUPE ROUND
			\$ 49.26	PD-INTEREST CHARGE
			\$ 70.18	PIO-ACE TROPHY CANTALOUPE
			\$ 287.76	PIO-GODADDY.COM WEBSITE
			\$ 267.68	PIO-FEDEX OFFICE CANTALOUPE
			\$ 5.00	PIO-DYN.COM
		Check Total:	\$ 7,375.56	

ORDINANCE NO. 21-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH REPEALING SECTIONS 9-1.1, 9-1.2, 9-1.3, AND 9-1.4 OF CHAPTER 9 [TRAILERS AND TRAILER PARKS] OF THE MUNICIPAL CODE, REPLACING THE HEADING OF CHAPTER 9 WITH THE TITLE “MOBILEHOME PARKS ACT”, AND ADDING SECTIONS 9-1.1 THROUGH 9-1.11 RELATING TO THE ASSUMPTION OF RESPONSIBILITY OF ENFORCING THE MOBILEHOME PARKS ACT AND SPECIAL OCCUPANCY PARKS ACT OF THE CALIFORNIA HEALTH AND SAFETY CODE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FIREBAUGH DOES ORDAIN AS FOLLOWS:

Section 1. Sections 9-1.1, 9-1.2, 9-1.3, and 9-1.4 of Chapter 9 [Trailers and Trailer Parks] of the Firebaugh Municipal Code are hereby repealed.

Section 2. The heading of Chapter 9 of the Firebaugh Municipal Code is hereby amended, and new sections 9-1.1 through 9-1.12, are hereby added to Chapter 9 of the Firebaugh Municipal Code to read as follows:

Chapter 9 Mobilehome Parks Act

§ 9-1.1	Legislative Findings.
§ 9-1.2	Assumption of Responsibilities.
§ 9-1.3	Delegation of Authority.
§ 9-1.4	Schedule of Fees.
§ 9-1.5	Statement of Objectives.
§ 9-1.6	Description of Existing Mobilehome Parks.
§ 9-1.7	Effective Date of Assumption.
§ 9-1.8	Method of Enforcement.
§ 9-1.9	Use of State Forms.
§ 9-1.10	Permits to Operate and State Fees.
§ 9-1.11	Transmittal of Ordinance.
§ 9-1.12	Notice of Assumption of Enforcement.

§ 9-1.1 Legislative Findings.

The City Council finds and determines that:

- a. The City of Firebaugh (City) currently has four (4) mobilehome parks operating within the City.
- b. The mobilehome parks within the City have not been inspected for compliance with state building regulations in several years.
- c. Many of the buildings within the City’s mobilehome parks are maintained in a substandard condition with noticeable structural issues and constitute fire hazards.
- d. The City currently lacks jurisdiction to inspect and enforce state building regulations relating to mobilehome parks, as the California Department of Housing and Community Development (HCD) retains such authority.
- e. HCD is responsible for approximately 83% of all mobilehome parks throughout the state.
- f. The City has significant need for timely inspection and enforcement of its mobilehome parks in order to maintain the health and safety of its citizens.
- g. The rural character of the City necessitates a local enforcement focus.
- h. California Health and Safety Code section 18300 provides a mechanism for the City to assume responsibility of the enforcement of state law relating to mobilehome parks and special occupancy parks.

- i. The City has the staff and ability to assume responsibility for the enforcement of its mobilehome parks.
- j. This Ordinance is necessary to provide the necessary public health and safety enforcement and regulatory tools to address the health and safety concerns affecting the City's mobilehome parks.

§ 9-1.2 Assumption of Responsibilities.

Pursuant to Section 18300 of the California Health and Safety Code, and upon authorization from the HCD and subject to the acceptance of reasonable conditions of approval, if any, the City of Firebaugh hereby assumes responsibility for the enforcement of Division 13, Part 2.1, commencing with section 18200 (Mobilehome Parks Act) and Part 2.3 commencing with section 18860 (Special Occupancy Parks Act), of the Health and Safety Code and their implementing regulations set forth in Title 25, California Code of Regulations Division 1, Chapters 2 and 2.2, the building standards published in the California State Building Standards Code relating to mobilehome parks, special occupancy parks, travel trailer parks, recreational trailer parks, temporary trailer parks, incident camping areas, and tent camps and the related administrative regulations (collective referred to as "the Acts".)

§ 9-1.3 Delegation of Authority.

Pursuant to HCD approval, the City shall be the enforcement agency as defined by section 18207 of the Health and Safety Code and will assign the responsibility for the enforcement of the Acts to the City's Police Department. The Police Department shall provide qualified personnel for the actual enforcement of the Acts. The Department will assign one (1) code enforcement officer to be dedicated to carrying out the duties and responsibilities of the Acts, including but not limited to inspecting the City's mobilehome parks and issuing notices of violation when necessary. The Police Department may utilize other code enforcement officers to assist when necessary.

The City will assign the responsibility for the collection and issuance of permits and state fees, maintenance of mobilehome park records, and the monitoring of compliance of the mobilehome parks, to the City's Building Department.

§ 9-1.4 Schedule of Fees.

The City hereby adopts the fee schedules as contained in the Acts at Division 13, Parts 2.1 and 2.3, and implementing regulations. Any increases or revisions of the fee schedules noted above will be enforceable within the City limits.

§ 9-1.5 Statement of Objectives.

The City hereby adopts the program and statement of objectives contained in the Acts. The City's specific local objectives, include but are not limited to providing timely and reliable enforcement of the Acts, reduction of threats of fire, and protections public health, safety, and welfare inside of Mobilehome and Special Occupancy Parks. The City intends to enforce and implement the program to include all parks now under HCD jurisdiction and any new parks that may be created within the City.

§ 9-1.6 Description of Existing Mobilehome Parks.

According to statistics provided by HCD, there are currently four (4) mobilehome parks within the City, which includes ninety-eight (98) mobilehome spaces, nine (9) recreational vehicle spaces with drains, and four (4) recreational vehicle spaces without drains. Immediately upon assumption of enforcement responsibilities the City will initiate inspection pursuant to the requirements of the Acts. The occupancy and condition of mobilehome parks shall be substantiated upon approval by the HCD to assume responsibility for enforcing the Acts.

§ 9-1.7 Effective Date of Assumption.

The effective date of assumption of enforcement responsibilities shall be within thirty (30) days following adoption of this ordinance and HCD approval.

§ 9-1.8 Method of Enforcement.

Not later than thirty (30) days from the Effective Date of Assumption of Enforcement, as defined in section 9-1.7, the City shall commence and thereafter diligently enforce the Acts as follows:

- a. Review and maintain relevant files provided by HCD and compare same with records on file with the City.
- b. Review pertinent state building standards relevant to mobilehomes, manufactured homes, and special occupancy parks.
- c. Ascertain the status of all permits to operate, construction permits, and enforce relevant requirements.
- d. Investigate and resolve complaints received from occupants, neighbors, other agencies, and all other sources of complaints.
- e. Perform annual mobilehome park maintenance inspections consistent with the Acts as set forth in Health and Safety Code section 18400.1 and its implementing regulations.
- f. Take all other actions as are deemed appropriate in furtherance of state laws and regulations.

§ 9-1.9 Use of State Forms.

When enforcing the Acts, the City shall utilize the following HCD forms:

- a. HCD 500A – Application for Permit to Operate.
- b. HCD 503B – Annual Permit to Operate.
- c. HCD 513B – Manufactured Home or Mobilehome Installation Acceptance.
- d. HCD 513C – Certificate of Occupancy.
- e. HCD 538 – Plot Plan.

§ 9-1.10 Permits to Operate and State Fees.

- a. The City shall bill each of the mobilehome parks within its jurisdiction for the state fees required for the annual permit to operate, and issue said permits upon collection of the state fees.
- b. The City shall send a copy of all permits to operate and state fees collected to the Administrative Office of the Division of Codes and Standards, no later than thirty (30) days after the City's issuance of such permits and receipt of such funds.

§ 9-1.11 Transmittal of Ordinance.

The City Clerk is hereby instructed to transmit two (2) certified copies of this Ordinance to the Director of HCD and to the Administrative Office of the Division of Codes and Standards to P.O. Box 278180, Sacramento, CA 95827-8180, within ten (10) days of the date of adoption which, in any event, shall not be less than thirty (30) days before the Effective Date of Assumption of Enforcement Responsibilities (§ 9-1.7.)

§ 9-1.12 Notice of Assumption of Enforcement.

Upon HCD's approval of the City's assumption of enforcement of the Acts over the mobilehome parks, and no later than two (2) weeks prior to the Effective Date of Assumption of Enforcement Responsibilities (§ 9-1.7), the City shall notify in writing each of the mobilehome parks and special occupancy parks within its jurisdiction of the change in enforcement and that the Building Department is now responsible for enforcement and issuance of permits.

Section 3. This ordinance shall take effect thirty (30) days after its adoption.

Section 4. The City Clerk is authorized and directed to cause this ordinance to be codified after its adoption.

Section 5. The City Clerk is further authorized and directed to cause this ordinance, or a summary of this ordinance, to be published once in a newspaper of general circulation published and circulated in the City of Firebaugh within fifteen (15) days after its adoption. If a summary of this ordinance is published, then the City Clerk also shall cause a summary of the proposed ordinance to be published and a certified copy of the full text of the proposed ordinance to be posted in the Office of the City Clerk at least five (5) days prior to the Council's meeting at which the ordinance is to be adopted and again after the meeting at which the ordinance is adopted. The City Attorney shall approve the summary.

* * *

The foregoing Ordinance No. 21-04 was introduced at a regular meeting of the City Council of the City of Firebaugh on the 1st day of November, 2021, and was passed and adopted at a regular meeting of the City Council on the 15th day of November, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Freddy Valdez, Mayor

Rita Lozano, Deputy City Clerk



STAFF REPORT

TO: Firebaugh City Council

FROM: City Manager Ben Gallegos & City Attorney James Sanchez

DATE: November 15, 2021

SUBJECT: People's Farming LLC – Public Hearing to consider a cannabis regulatory permit and introduction of an ordinance approving a Development Agreement allowing commercial cannabis operations at 6879 N. Washoe Avenue

BACKGROUND

A Conditional Use Permit (CUP) for the proposed project was considered by the Planning Commission on November 8, 2021. The Commission approved the CUP and Developer Agreement (“DA”), subject to a modified map.

This item is before Council for consideration of a cannabis regulatory permit under the Firebaugh Municipal Code section 25-41.13.6 and an ordinance introduction to conditionally approve a DA to allow commercial cannabis business including growing, processing, manufacturing, and distribution at 6879 N. Washoe Avenue.

Cannabis Regulatory Permit

People's Farming LLC (“People's”) applied for a permit to operate a commercial cannabis business of growing, processing, manufacturing, and distribution. The application was evaluated by a cannabis committee of staff and elected officials with the assistance of our cannabis consultant HDL Companies. The People's application was thoroughly reviewed, and an interview was conducted by the committee. The committee recommended approval of the permit.

The permit consideration is now before the Council for a final decision under Section 25-41.13.6. 1.1 . The section requires a public hearing and then provides Council with discretion to grant, limit the permit to specified uses, or deny the permit based on grounds noted in the code or deemed reasonable by the Council.

Environmental Analysis

For annexation and pre-zoning of the site, the City prepared an Initial Environmental Study (consistent with CEQA (California Environmental Quality Act), resulting in a finding of No Significant Impacts and therefore the City adopted a Negative Declaration. For the CUP, the City prepared an Addendum to the previously prepared Initial Study. The Addendum also found that the Conditional Use Permit would have no significant impacts on the environment; therefore, the previously adopted Negative Declaration is still valid.

The project will be subject to a number of existing environmental regulations regarding air quality and water quality, soil pollution, and others. In addition to the City of Firebaugh, agencies that will have oversight include the California Department of Cannabis Control, San Joaquin Valley Air Pollution Control District, Regional Water Quality Control Board and Fresno County Environmental Health Department, among others.

Development Agreement

The Council is presented with a DA for the project. The proposed DA is required by the Firebaugh Cannabis Control Ordinance (Firebaugh Municipal Code sections 25-41.13 et seq.). A DA is required for any commercial cannabis operation within the city (FMC section 25-41.13.6.b.5). The DA provides the operational and legal conditions imposed on the operation including the associated fees, term (20 years with the possibility of an additional 20-year extension), requires best efforts toward local hiring of contractors, and indemnification provisions.

The DA map includes the 37.9 acres comprising the current CUP proposal and potential for an additional approximately 1,500-acre radius which may be included under the DA, only if that additional acreage is within the City, is properly zoned and receives all necessary land and environmental reviews and approvals at the time of the inclusion into the DA. The map reflecting the additional 1,500-acre radius was modified by the Planning Commission to eliminate existing developed portions of the city and areas to the north. Any future development will be to the south of the City to avoid other sensitive uses such as schools and churches.

CONCLUSION

City staff including City Attorney, Police, Planning, Fire and Engineering Departments, have reviewed the project and added conditions of approval. With these conditions, staff is recommending approval of the project.

COUNCIL HEARING PROCESS

1. This is a noticed public hearing.
2. Mayor accepts a short staff presentation
3. Applicant presentation
4. Mayor accepts any public comment.
5. Mayor closes the public hearing and opens Council deliberations and accepts a motion at the conclusion of any deliberation or Council question.

ATTACHMENTS

1. Ordinance No. 21-05 - Approving Development Agreement between People's & City of Firebaugh

ORDINANCE NO. 21-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND PEOPLE'S FARMING, LLC

WHEREAS, the Firebaugh City Council desires to approve a Development Agreement with People's Farming, LLC ("Developer") for development of commercial cannabis operation ("Development Agreement"); and

WHEREAS, Developer desires to conduct commercial cannabis operations and related uses as described in the Development Agreement ("DA") on parcels noted in Exhibit A ("Property"), consistent with applicable laws, City land use plans, ordinances, and regulations.

THE CITY COUNCIL OF THE CITY OF FIREBAUGH DOES ORDAIN AS FOLLOWS:

Section 1. Incorporation of Agreement.

This ordinance incorporates the DA between the City and Developer, a copy of which is attached to this ordinance as Exhibit 1.

Section 2. Hearing before the Planning Commission.

On November 8, 2021, in accordance with Government Code Section 65867, the Planning Commission conducted a noticed public hearing on an application to consider the DA. During the hearing, the Planning Commission received and considered evidence and testimony. After the hearing concluded, the Planning Commission forwarded to the City Council a recommendation to approve the DA and related Addendum to Negative Declaration used for annexation of the 37.9-acre parcel ("Addendum").

Section 3. Hearing before the City Council; Findings.

On _____, in accordance with Government Code Section 65867, the City Council conducted a noticed public hearing on the DA and related Addendum. During the hearing, the City Council received and considered evidence and testimony concerning the proposed DA and related Addendum. Based on the information in the application and the evidence and testimony received at the hearing, the City Council approved the DA and related Addendum and finds that the proposed DA:

a) Has had all its environmental impacts addressed in the Annexation Negative Declaration and the use presents continued agricultural and related uses and no new significant environmental impacts, such that an Addendum to the Negative Declaration is appropriate and complies with the California Environmental Quality Act.

b) Is consistent with the objectives, policies, and general land uses specified in the general plan and any applicable specific plans.

c) Is compatible and in conformity with public convenience, general welfare, and good land use and zoning practice.

d) The location of the project and its conditions of operation are in accord with the purpose and objective of DA Ordinance and the purposes of the UR District and is not detrimental to the health, safety, and general welfare of the city.

e) Does not adversely affecting the orderly development of property or the preservation of property values.

f) Is in the best interest of City and that the public health, safety, and welfare will be served by entering into this Agreement.

g) Will contribute to the economic growth of City.

h) Will facilitate development of the property subject to the DA, which should be encouraged to meet important economic, social, environmental, or planning goals of the City.

i) Without the DA, Developer would be unlikely to proceed with development of property in the manner proposed.

j) Requires Developer to incur substantial costs to provide public improvements, facilities, or services from which the public will benefit, including job creation, enhanced tax revenue and diversification of the City economic base.

Section 4. Approval and Authorization.

The City Council of Firebaugh hereby approves the DA. The City Council hereby authorizes the Mayor to sign on the City's behalf, on or after the effective date of this ordinance.

The foregoing Ordinance was introduced at a Regular Meeting of the City Council of Firebaugh held on November 15, 2021, and passed and adopted at a Regular Meeting of the City Council of the City of Firebaugh held on the _____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

APPROVED:

ATTEST:

Freddy Valdez, Mayor

Rita Lozano, Deputy City Clerk

EXHIBIT 1:

Development Agreement

PROJECT DEVELOPMENT AGREEMENT

CITY OF FIREBAUGH

AND

PEOPLE'S FARMING, LLC

DEVELOPMENT AGREEMENT

This Project Development Agreement (“Agreement”) is entered into effective ____, 2021 (“Effective Date”) between the City of Firebaugh, a California city (“City”) and People’s Farming, LLC, a California limited liability company (“Developer”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. This Agreement is contingent on Developer obtaining a commercial cannabis regulatory permit (“Regulatory Permit”), a Conditional Use Permit to conduct commercial cannabis operations and related uses as described in Section I below and consistent with the Firebaugh Municipal Code (“Ordinance”) and final Fresno County Local Agency Formation Commission (“LAFCO”) approval of annexation of Developer Property into the City.

B. Developer represents that its principals are experienced developers and/or operators of commercial cannabis operations or have otherwise contracted with experienced commercial developers, operators, contractors, and other professionals for the purposes of developing the Project on the Property. Developer acknowledges that it will be responsible for all improvements to the Property necessary for the Project.

C. Developer represents its intention to use reasonable efforts to hire City residents to work in its commercial cannabis operations, and City encourages Developer to hire locally.

NOW, THEREFORE, pursuant to the authority contained in the California’s Development Agreement statutes (Government Code section 65864, *et seq.*), enacted pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the foregoing recitals of fact, all of which are expressly incorporated into this Agreement, the mutual covenants set forth in this Agreement, the City and Developer agree as follows:

I. Development of Property. Developer proposes to develop and operate a Commercial Cannabis Operation, which includes, cultivation, agricultural-related processing, and distribution of cannabis on a parcel they currently own and additional acreage totaling no more than 2000 acres with irrigation and related infrastructure to serve the uses (“Project”) under MAUCRSA and the Ordinance. For purposes of this Agreement, the definition of Property and Project shall include parcels noted on map attached as **Exhibit A** to be used as identified above. Any parcels that are within the **Exhibit A** map, but not within the City limits, and the subject of an existing City land use and environmental approval for commercial cannabis activity, will be subject to discretionary land use and environmental approvals and conditions at the time of their annexation and/or request for City land use approval.

Developer agrees to the following:

- Developer to pay for all infrastructure and development costs relating to the Project.
- Developer to install 8’ chain link fence with barbed wire around complete perimeter with lighting and security cameras.
- Developer has the option to install wind screens up to 12’ inside the perimeter.
- Developer must provide on-site security personnel 24 hours per day.
- Developer will ensure City access to operate, repair, and maintain well-sites and other City utilities noted on or near the Property.

A Cannabis Regulatory Permit, a Conditional Use Permit and final LAFCO approval of Property annexation are required prior to the development of the Property or following any assignment or transfer of Project or Property to be used for a commercial cannabis operation.

City Council finds that upon the grant of a Cannabis Regulatory Permit, Conditional Use Permit and the approval of this Agreement, the Developer shall have invested a substantial sum in reliance on the approvals, including, but not limited to, cannabis regulatory permitting related to the Property as well as significant land acquisition costs. Therefore, the Council agrees that during the Term of this Agreement, the Developer shall have a vested right subject to this Agreement to undertake the development and operation of the Project in accordance with the Project approvals issued by the City. No Subsequent Land Use Regulation (defined below) shall delay, hinder, materially increase the cost of development or operation, or impede the purpose or the effect of the vested rights of the Developer which arise hereunder unless necessitated by county, state, federal law or local public health and safety necessity.

Except as otherwise provided under the provisions of this Agreement, the only rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development and operation of the Property, shall be those set forth in the Existing Land Use Regulations and the Subsequent Land Use Regulations (if any) to which Developer has consented in writing, subject to the terms of this Agreement.

“Existing Land Use Regulations” means all ordinances, laws, resolutions, codes, rules, regulations, moratoria, initiatives, policies, requirements, or guidelines of the City in effect on the Agreement Effective Date (defined below) which govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to, the General Plan, the Zoning Code, and all other ordinances of City establishing subdivision standards, park regulations, impact or development fees and building and improvement standards.

“Subsequent Land Use Regulations” means any change in or addition to the Existing Land Use Regulations which would otherwise be applicable to the Property and the Project and which are adopted by the City after the Agreement Effective Date and which thereafter become effective during the Term, including, without limitation, any change in the general or a specific plan, zoning, subdivision, or building regulation applicable to the Property, including, without limitation, any such Subsequent Land Use Regulation which is enacted by means of an ordinance, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the City Council or any other board, agency, commission or department of City, or any officer or employee thereof, which affected the Existing Land Use Regulations of the City during the Term, and which would, absent this Agreement, otherwise be applicable to the Project.

The City does not have legal authority or control of land outside the city limits and this Agreement does not bind the City to undertake actions related to land outside the city limits.

“Agreement Effective Date” means the effective date of the City legislative action approving this Agreement.

II. Lawfulness of Activities. In entering into this Agreement and processing the Regulatory Permit, the City makes no guarantees or promises as to the lawfulness of the proposed commercial cannabis operations under State or federal law, and Developer is obligated to comply with all applicable laws. To the fullest extent permitted by law, City shall not assume any liability whatsoever with respect to approving the Ordinance, a Regulatory Permit for Developer, this Agreement, or any other commercial cannabis operation approved by City.

III. Developer Representations. Developer represents and warrants that Developer, and/or principal members of Developer, is/are an experienced developer and operator of commercial properties with experience in cannabis operations, or has otherwise contracted with experienced commercial developers, architects, and/or other professionals for the purpose of developing the Property. The qualifications and identity of Developer and Developer's contractors are of particular concern to City, and because of such qualifications and identity, the City has entered into this Agreement with Developer. City has considered and relied upon Developer's representations and warranties in entering into this Agreement.

IV. Fees. Developer shall pay to City the following fees specified in Firebaugh Municipal Code section 25-42.13.6(p) or as modified in this Agreement:

- a. **Biomass Fee:** For the first 20 acres in the aggregate, Developer agrees to pay the City the lower of either (i) 2% of gross receipts if gross receipts are higher than Spot Pricing; or (ii) 2% of Spot Pricing if Spot Pricing is higher. For all acreage over 20 acres, Developer agrees to pay the City the lower of either (i) 1% of gross receipts if gross receipts are higher than Spot Pricing; or (ii) 1% of Spot Pricing if Spot Pricing is higher than gross receipts. All such fees shall be due within 45 days following the end of each calendar quarter. Should the City adopt, and voters pass a cannabis business tax ordinance in the future and the total sum of any cannabis related business tax applicable to Developer's operations be less than the fees payable by Developer pursuant to this Section IVa, Developer shall pay the applicable cannabis business tax and not the fees provided for herein. Should the cannabis business tax applicable to Developer's operations be more than the fees payable by Developer pursuant to this Section IVa, Developer shall pay the fees provided for herein and not the cannabis business tax. Developer shall be granted most favored nations in that if the City agrees to a lower Biomass Fee with any other similarly situated developer, then the Biomass Cannabis Fees shall be automatically reduced to the lower fee without any further action by the City or Developer with the City providing Developer written notice within thirty (30) days of agreeing to the lower fee.
- b. **Flower Fee:** Developer agrees to pay the City 3% of gross receipts for flower.
- c. **Manufacturing.** Developer agrees to pay the City a flat annual fee of \$45,000.00.
- d. **Distribution.** Developer agrees to pay the City 1% of gross receipts from the distribution of cannabis products.

The cannabis fees shall be fixed as specified in this Section IV for twenty (20) years and renegotiated at the end of the initial twenty (20) year period, and under no event shall the Cannabis Fees be increased prior to the expiration of the initial twenty (20) year period.

The requirements of this Section shall be a recorded covenant running with the land and binding on all owners, tenants, and Regulatory Permit holders for the Property. The covenants shall expire on the expiration or earlier termination of this Agreement.

If the above cannabis operations are on the same parcel, the Manufacturing and Distribution operations can be added to one (1) Regulatory Permit. If on separate parcels, then separate permits will be required.

V. Local Contractors. To the extent practical, Developer will use reasonable efforts to hire construction/remodel contractors for the Property that are based within the City of Firebaugh or whose work force is made up of a significant number (e.g., 30%) of residents of the City of Firebaugh (a "Local Contractor"). Nothing in this section V. shall be construed to require Developer to accept a bid from a Local Contractor that is more than five percent (5%) higher than the lowest bid received for the same or similar work.

VI. Compliance with Laws. Developer shall operate the commercial cannabis operation in substantial conformity with the MAUCRSA and any implementing regulations, as they may be amended from time to time. Developer shall similarly comply with all other applicable laws, state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the Firebaugh Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* with respect to the existing and any proposed improvements on the Property.

VII. Administrative Actions. The parties acknowledge that in the future there could be claims, enforcement actions, requests for information, subpoenas, criminal or civil actions initiated or served by either the Federal Government or the State Government in connection with Developer's development, operation and use of the Property (collectively, "Actions"). If any Action is brought by either the Federal or State Government, City shall, consistent with applicable law, (i) immediately notify Developer of the nature of the Claim, and if applicable law allows, provide Developer no more than ten days from the date of the notice to obtain injunctive or other relief. City, and (ii) and provide all correspondence or documents submitted to the City.

VIII. Developer's Indemnity.

a. **Commercial Cannabis Operations.** Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature arising from or related to any State or federal law enforcement action against Developer, Developer's tenants, subtenants, licensees, contractors and employees ("Developer Parties") in connection with the commercial cannabis operation conducted on the Property after the issuance of the Regulatory Permit ("Cannabis Claims"). Developer's defense and indemnity obligations under this Agreement shall apply, regardless of intent or fault, to any allegation or claim of liability brought against the City related to the subject Project, including land use and environmental law actions or meeting notice law actions following Project approval, modification, or denial. Developer's duty shall arise at the first claim, petition, or allegation of liability against City. Developer's indemnity shall not extend to any loss of revenue suffered or incurred by City in connection with any termination, cessation, restriction, seizure, or other limitation of any commercial cannabis operation on the Property.

b. **Construction and Other Operations.** In addition to the indemnity obligations of subsection (a), Developer shall defend, indemnify, assume all responsibility for, and hold City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including all construction and operation activities on the Property, and for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any acts or omissions of Developer Parties in the performance under this Agreement, whether such damage shall accrue or be discovered before or after termination of this Agreement ("Other Claims"). Developer's liability under this Subsection (b) is limited to the extent the property damage or bodily injury is caused by the sole negligence or willful misconduct of City or its agents or employees.

IX. Restrictions on Encumbrance, Assignment or Transfer.

a. Developer can encumber, sell, mortgage, assign or transfer the Property consistent with this Agreement. This cannabis regulatory Agreement would not be extinguished by a mortgage foreclosure so long as the foreclosing owner complies with all regulatory permits and applicable law relating to transfers of the Agreement.

b. Assignment/Transfer. In the case of a transfer of this Agreement or any of Developer's rights hereunder, Developer shall; (i) provide advance written notice of the proposed transfer, (ii) provide its representation and documentation that the transferee has similar experience and similar financial capacity as Developer possessed on the Effective Date of this Agreement, to undertake the obligations of this Agreement, and (iii) provide proposed assignment documents indicating whether the Developer or transferee or both will assume the obligations of this Agreement. If the transferee has similar commercial cannabis agricultural experience and financial capacity as Developer, the transfer may relieve the Developer of its obligations upon execution of an assignment agreement in a form reasonably approved by the City. If the City disagrees with the proposed transfer, the parties may submit the dispute to a neutral mediation with each party sharing the mediator costs. If the parties remain in disagreement following mediation, the parties may submit a decision to an arbitrator for a binding decision. The parties shall share the costs of arbitration.

c. Assignee Obligations. In the absence of specific written agreement by City or binding arbitration decision, no assignment or transfer by Developer of all or any portion of its rights shall be deemed to relieve it or any successor party from any obligations under this Agreement. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assignment agreement in a form reasonably approved by the City assuming such obligations and has received a regulatory permit.

X. Defaults and Remedies. Failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein, following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written Notice of Default ("Notice") to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within fifteen (15) days from receipt of such Notice immediately, with due diligence, commences to cure, correct, or remedy such failure or delay and shall diligently complete such cure, correction, or remedy.

In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Fresno, California, or in the United States District Court for the Eastern District of California – Fresno Division, if allowable.

XI. General Provisions.

a. Notices, Demands, and Communications Between the Parties. Any approval, disapproval, demand, document, or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Firebaugh
 City Manager
 1133 P Street, Firebaugh, CA
 Tel: (559) 659-2043
 Fax: (559) 659-3412
 Email: bgallegos@firebaugh.org

With a copy to: James Sanchez

Lozano Smith
7404 N. Spalding
Fresno, California 93720
Tel: (559) 431-5600
Fax: (559) 431-4420
Email: jsanchez@lozanosmith.com

To Developer:

People's Farming, LLC
Attn: Bernard Steimann
3843 S. Bristol, #611
Santa Ana, CA 92704

Email: bernard@peoplescali.com

With a copy to: Attn: dcolby@januscapitallaw.com

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

b. Successors and Assigns. All of the terms, covenants, and conditions of this Agreement shall be binding upon Developer and City, and their respective successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other successors and assigns as herein provided. This Agreement shall run with the land and be binding upon Developer's successors and assigns in and to the Property.

c. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties, or obligations with respect to the Project.

d. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement.

e. City Approvals and Actions. City shall maintain authority over this Agreement, and the authority to implement this Agreement through the City Manager (or his/her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development contemplated under this Agreement, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform if applicable. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action, and written consent of the City Council.

f. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in two (2) originals, each of which is deemed to be an original.

g. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any, and all facts such party deems material. This Agreement includes all Attachments and Exhibits attached hereto, which are incorporated herein.

h. Interpretation and Applicable Law. This Agreement has been prepared with input from both parties and shall be interpreted as though prepared jointly by both parties. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

i. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or promises under this Agreement to be performed by the other party be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement.

j. Modifications. For any alteration, change or modification of or to this Agreement to become effective, it shall be made in writing and in each instance signed on behalf of each party.

k. Legal Advice. Each party represents and warrants to the other the following: They have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

l. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any, and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

m. Non-Liability of Officials and Employees of the City. No official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

n. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

o. Term. The term of this Agreement ("Term") shall be for a period of twenty (-20) years commencing on the Effective Date. Notwithstanding anything to the contrary herein, the Term shall automatically be extended one (1) additional period of twenty (20) years after the initial expiration date and upon mutual agreement of new fees consistent with section IV, unless either party gives written notice of intent to terminate to the other party. The notice of intent to terminate shall be given no more than 12 months and no less than 6 months prior to the expiration of the initial Term (the "Notice Period"). To the extent that City seeks to terminate this Agreement under the provisions of this paragraph, such termination must be for cause, based upon a breach of this Agreement which remains uncured by Developer following a thirty (30) days' notice from City directed to Developer within the Notice Period unless by its nature the curing of such breach naturally takes longer than thirty (30) days in which case Developer shall have a reasonable period of time to cure.

p. Savings Clause. If any provision of this Agreement or the application thereof is held in-valid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the City and the Developer have executed this Project Development Agreement as of the date set forth above.

Dated: _____

PEOPLE'S FARMING, LLC

By: _____
Bernard Steimann, Manager

Dated: _____

CITY OF FIREBAUGH

By: _____
Freddy Valdez, Mayor

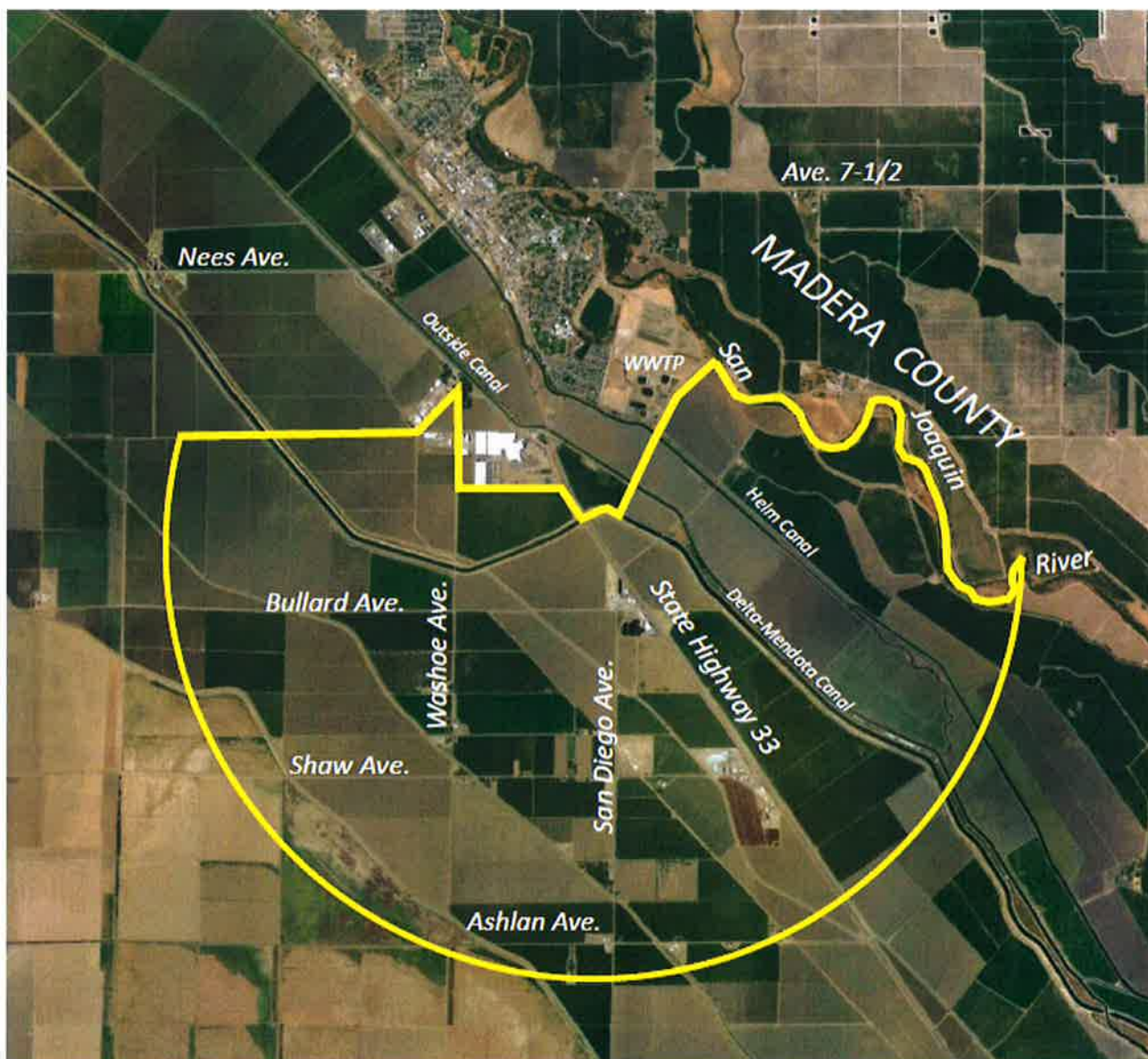
ATTEST:

By: _____
Rita Lozano, Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PARCEL

The site is located on the west side of Washoe Avenue approximately 1.2 miles south of Nees Avenue and one mile north of Bullard Avenue. The Assessor Parcel Numbers are 007-091-37 and 012-020-33, the site is comprised of two parcels & contains acreage totaling no more than 2,000 acres.





Firebaugh Police Department

Memo

To: Mayor Freddy Valdez and Council Members
From: Chief Sal Raygoza, Director of Emergency Services
CC: Benjamin Gallegos City Manager
Date: November 15, 2021
Re: Safety Protocols for in-person Meetings

The City of Firebaugh will begin hybrid virtual and in-person City Council meetings on Monday, December 6, 2021. Hybrid meetings offer the public the flexibility of attending either remotely by using Zoom or in-person at the Firebaugh Community Center Located at 1655 13th Street Firebaugh Ca 93622. In order, to further public health and safety of the public and employees, the following steps will be undertaken:

- In-person attendees at council meetings must demonstrate proof of COVID-19 vaccination or proof of a recent negative COVID-19 test results within the last 72 hours and fill out a medical screening form before entering the council chamber.
- Mask or face coverings will be required, regardless of vaccination status.
- Council chamber occupancy will be limited to 14 people to allow adequate physical distancing as an enhanced precaution against COVID-19.
- All attendees, who wish to speak during council meeting will be able to do so, regardless of whether they are attending in-person, or participating virtually by Zoom. If present in chamber, attendees must continue to wear a mask when speaking.
- Attendees wishing to speak in-person when the chamber has exceeded capacity, will be required to remain outside in an alternate seating location and will be provided an opportunity to enter the council chamber and make their comments.

Hybrid and In-person meetings of all standing Committees, Boards and City Council Meetings are expected to follow listed guidance until further notice.