

MEETING AGENDA

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

Vol. No. 21/12-06

Date/Time: December 6, 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=bFVaOGpCL2hNemdWN0NnOHBhWlRCdz09>

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

- Clean California Firebaugh Improvement Project

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 15, 2021.

PUBLIC HEARING

2. **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 Ord. No. 21-04.

3. **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 – SECOND READING AND CANNABIS REGULATORY PERMIT.**

Recommended Action: Council receives public comment & approves Ord. No. 21-05.

4. **ORDINANCE NO. 21-06 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADDING SECTIONS 13-2.20 of CHAPTER 13 AND SECTIONS 25-24 AND 25-21.9.1 OF CHAPTER 25 OF THE MUNICIPAL CODE – FIRST READING.**

Recommended Action: Council receives public comment & waives the first reading of Ord. No. 21-06.

NEW BUSINESS

5. **RESOLUTION NO. 21-43 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING USE OF EMERGENCY REMOTE TELECONFERENCING PROVISIONS.**

Recommended Action: Council receives public comment & approves Res. No. 21-43.

6. **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.

7. **RESOLUTION NO. 21-44 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, DECLARING CERTAIN CITY PROPERTY AS SURPLUS EQUIPMENT.**

Recommended Action: Council receives public comment & approves Res. No. 21-44.

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, December 3, 2021, at 5:00 p.m. by Rita Lozano Deputy City Clerk.



Clean California Firebaugh Improvement Project

**John Liu, Maintenance and Operations
Curt Hatton, Clean California Coordinator
Brad Cole, Landscape Architecture**



December 6, 2021



Presentation

- Overview of Clean California initiative
- Clean California Project on State Route 33
- Feedback



CLEAN CALIFORNIA

A transformative initiative to remove litter,
create jobs and beautify California

\$1.1 Billion Initiative – General Fund

- Litter Abatement over three years
- State Beautification projects over two years
- Local Beautification Local Grant Program over two years
- Public Education over two years

Mobilizing Transformation through Key Action Areas



Eradication

Engagement and
Community Investment



Enhancements
of Infrastructure

Education



Job Creation

- Expand low barrier Maintenance jobs (SAMs)
- Expand Employment Social Enterprises
- Create career opportunities and jobs for:
 - ❖ Veterans
 - ❖ People experiencing, at risk of, or who are exiting homelessness;
 - ❖ people re-entering society from incarceration



EXPAND LITTER REMOVAL





BEAUTIFICATION PROJECTS





CLEAN CALIFORNIA

Local Grant Program

- Two-year program
- \$296 million, grants up to \$5 million
- Beautify and improve streets and roads, State highways, tribal lands, parks, pathways, and transit centers
- Applicants must be
 - Local or Regional Public Agencies
 - Transit Agencies
 - Tribal government
 - Non-Profit organizations may be sub-applicants
- Funds shall not be used to displace homeless
- Complete by June 30, 2024
- Competitive process



CLEAN CALIFORNIA

Local Grant Program

Project Selection Criteria

Caltrans will develop project selection criteria that will incorporate:

- Community need
- Potential to enhance and beautify public space
- Potential for greening to provide shade, reduce the urban heat island effect, and use native drought-tolerant plants
- Potential to improve access to public space
- Public engagement in the project proposal that reflects community priorities
- Benefit to underserved communities

Project Types

Eligible projects shall include, but not be limited to:

- Community litter abatement and beautification
- Community litter abatement events and/or educational program



CLEAN CALIFORNIA

Local Grant Program

Program Guidelines and Call for Project

Stakeholder Workshops:

- Workshop #1 – September 1, 2021
- Workshop #2 – October 7, 2021
- Workshop #3 – November 18, 2021, 10 am to noon

Projected Timeline

- Call for projects – December 2021
- Project Application – February 2022
- Project Award Notification – March 2022
- Completion June 30, 2024

<https://cleancalifornia.dot.ca.gov/local-grants>



CLEAN CALIFORNIA

A transformative initiative to remove litter,
create jobs and beautify California

State Highway Beautification Enhancements

- District 6 received \$26.6 million over two years
- Must be constructed by June 30, 2023
- Non-controversial, no right-of-way acquisition, needs community support
- \$600,000 allocated to SR-33 in Firebaugh



Rectangular Rapid Flashing Beacons

- Place RRFBs at existing uncontrolled marked crosswalks
- Potential to add marked crosswalks





Radar Feedback Signs





- Signal controller cabinet wraps

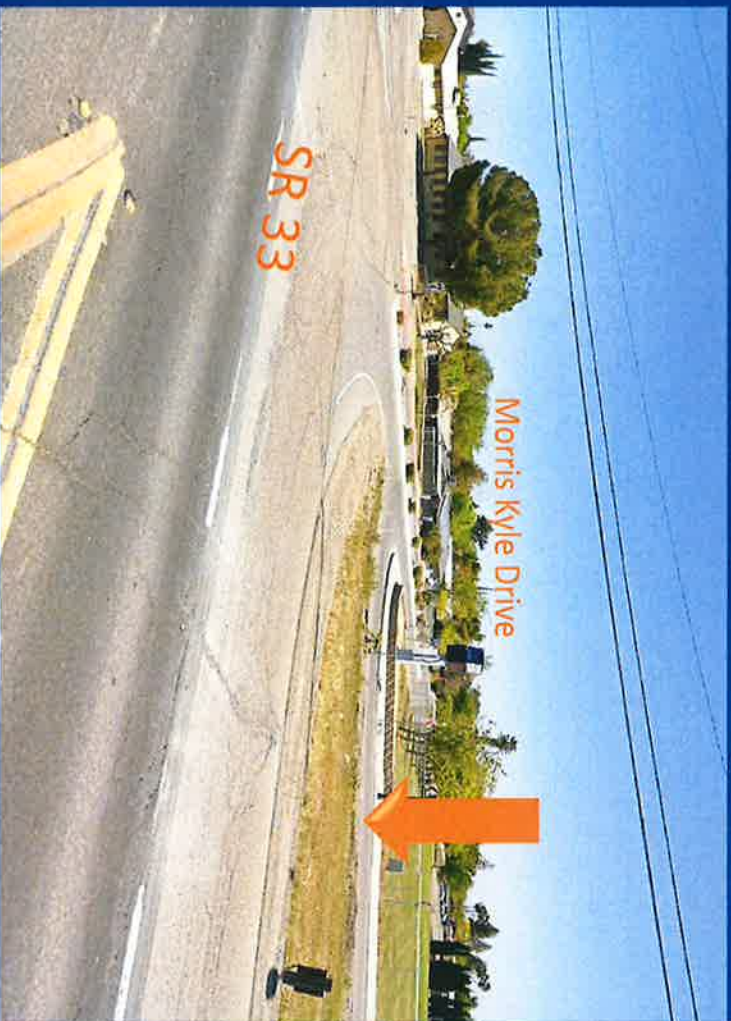


Art





Gateway Monument



Proposed Gateway Monument Location



Example Gateway Monuments



SR 33 Median Improvements



Existing Median



Existing Median



Sidewalk Gap Closures





Planting

- Replacement planting and dry scaping along SR 33



Existing After





- Any additional comments or suggestions?

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 21/11-15

**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 15, 2021/6:00 p.m.

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

ROLL CALL Mayor Pro Tem Brady Jenkins
Council Member Marcia Sablan
Council Member Felipe Pérez 6:06 pm
Council Member Elsa Lopez

ABSENT: Mayor Freddy Valdez

OTHERS: City Attorney James Sanchez; City Manager/Acting Public Works Director, Ben Gallegos; Deputy Clerk, Rita Lozano; Finance Director, Pio Martin; Police Chief, Sal Raygoza; Fire Chief, John Borboa; City Engineer, Mario Gouveia; City Planner, Karl Schoettler; Linda Espinoza, Hector Marin, Linda DeFrancesco Melissa Knight Bernard, Jay Yadon, Beeta Pisheh, Deron Colby, Marc Benjamin, Amy Fleming, Charles "BJ" Fleming, George Conklin, Amanda Speaks, & others.

PLEDGE OF ALLEGIANCE Council Member Lopez led pledge of Allegiance.

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Sablan, second by Council Member Lopez, motion passed by 3-0 vote.

PUBLIC COMMENT: Amanda Speaks stated she is very extremely disappointed that we are not having this meeting in-person. I just think this is completely crap. I don't understand why it takes so long for you guys to hit a button, and all of the issues that are having evening, had we just had it in-person, that would have been completely illuminated, but I would like to start by talking about the law of the land. The Law of the land is the general misconception, is that any statue passes by legislature bearing the appearance of law constitutes the law of the land. The US Constitution is the Supreme Law of the land and any statue, to be valid, must be in agreement, it is impossible for a law which violates the constitution to be valid. The reason I bring this up, is the fact that you guys are still, continuing to mask and possibly punish, right because if people to want to be masked & they aren't vaccinated. It's unconstitutional, do you all swear to the constitution? Because your oath is to a constitution, not to a mandate, it just really confuses me. I've been paying attention to our surrounding cities, Kerman, Madera, Los Banos, Mendota, Dos Palos they don't have any time of mandating. Linda DeFrancesco, I was going over the memo as well, I don't see it on the agenda to discuss, my question is: the 14 people, is that counting the Council Members, the clerk, Pio and all the other people to be attending the meeting, are a part of the 14 or is it additional people, not counting them? If it's going to take this long until December to get these things sorted out, which I am also extremely disappointed that we were not allowed to be there today. If that's how long we have to wait, I do recommend that you move the meeting in it the larger room of the community center, which you guys are renting out, no provisions are being held there, there's funeral services, receptions, quincenearas and parties, with one being masked, no 72 hour test or being asked for a vaccination card, so if that is being able to happen and the city makes money for these rentals, then why can't we do the same for a meeting, because I guarantee you, us alone have more than 14 people to show up to a meeting. Linda Espinoza stated I'm also in agreement, I'm very disappointed, honestly, I thought, we had come together as a community and reached a point when we could meet in person and speak, I'm not sure I should be speaking on this now I just wanted to express how disappointed I am. We're trying to meet half ways if we can and again having us do a 72- hour covid test or a vaccine card to get in, are you kidding me. It doesn't even make sense. Like Linda D said, no one is having to do that, I've been to several receptions, funerals, or whatever there & we have had to do this. Again, like I said at the last meeting, when I was on the Cantaloupe Committee, we were present, we were there, we didn't have to do anything, so I would just like to say how disappointed I am. Do you not want to meet us half ways? Our community needs you to look out for the wellbeing of the community.

PRESENTATION: None

CONSENT CALENDAR

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

Motion to approve consent calendar by Council Member Lopez, second by Council Member Sablan, motion passed by 4-0 vote. Valdez - Absent

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.**

Motion to table item by Council Member Lopez, second by Council Member Sablan, motion passed by 4-0 vote.

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.**

Opening hearing at 6:24 pm – Linda Espinoza, I know during the other application, we had a room full of people that didn't want the cannabis business. An individual stated there has been secrets, I didn't know, the employer said city members were coming to the business, they asked security to lock the warehouse, they didn't want the city to find anything. I don't know, what they were hiding, so before you issue the permit, the city should do an investigation, but do not announce when you plan to visit. City Attorney inquired if the comments made were related to this project or another one. Individual replied, this project, across from buttonwillow. The week before employees were told to lock up & do an emergency shut down, because city members were going to the site and the employer didn't want city members to find anything. The employees did what they were told, but employees found other things that has been going on. I just feel the city should investigate before a permit is allowed to be issued. The employer has been growing hemp and marijuana and hiding the marijuana in the hemp, so when you walk in you will not smell marijuana, you will smell the hemp. Unless, it's someone that is very experienced, it could not be distinguished the two different smells because they are mixed & that is the way they are hiding it. They are considering it a hybrid, because they are hiding the smell of marijuana inside the helm. They've been branding it together & they've been doing this for over a year or two. They recently stopped on Monday, including deliveries, since last Monday. Linda stated, after hearing the information, that is a whistle blower and if we are not listening and taking that information serious. I think you should be doing more investigating, because if this is going on, we don't need that kind of stuff in our community. Not for the sake of making money, our community may not have a lot of businesses or things, but the one thing we do stand by is our values and our morals. If our City Council cannot stand on those same grounds, then maybe there should be other people in those seats, in charge in running the city, because if you are council Member to serve our community, you are to servants to the community, elected by the community to represent us. The community of Firebaugh needs to know this, because if council is going to let them in just to make a dollar, then the blood is on your hands, if start having a lot of problems in the city. You know that a whole community came to the past meeting, to express they didn't want these times of business in town. You are putting this small community of Firebaugh in a very bad predicament, so I'll I ask is to please listen. Council member Lopez stated she felt it was premature to vote on this project since it hasn't been annexed into the city. Council Member Sablan asked a representative from People's farming to respond. Jay, "I'm not sure what the speaker was talking about, I can look in the facility, but no it's been a hemp facility that you guys have known about for the last three years, so we're not growing any cannabis or anything like that. We're going through the process with you guys, right here tonight." Council Member Sablan asked if staff had an inspection at the facility & stated, she was unaware of it. City Manager Gallegos replied, "Yes, Me and Karl went to do a site visit, but only the outside of the facility, not inside any building because they were locked. Karl was working on a conditional use permit and wanted to look at the facility to see it, I don't know if we were supposed

to inside the building or not, or just do a site visit.” City Planner Karl Schoettler confirmed they visited the site for the planning commission meeting, just because he had never been on the site before & it’s been developed for many decades. Two representatives from Peoples’ meet us there & should us around the site outside, we did ask, “If it would be possible to look inside the buildings but they said they did not have the ability to show us inside at that time. So, we did not get to look inside, but the site was completely uninhabited at that time. While we visited, there were no other cars or other people there, so it appeared to be vacant. Everything looked clear in terms of the exterior of the building. We didn’t catch any odors, there were some bales of hemp stems that were explained, they were leftovers from the hemp operation, I believe they were going to ship composting but other than that everything looked in order. Nothing appeared to be operating at that time.” Police Chief Raygoza informed the Fresno County Ag Commission will monitor and complete random visits and test sample at the facility; However, no don’t know when or if they’ve visited this site. – *Close hearing at 6:40 pm*

Motion to waive the first reading and approve the regulatory permit by Council Member Sablan, second by Council Member Perez, motion passed by 4-0 vote.

NEW BUSINESS

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

Motion to approve & follow the Emergency Director/ Police Chief guidelines, by Council Member Sablan, second by Council Member Perez, motion failed by 2-2 vote. No by Jenkins & Lopez.

STAFF REPORTS

- Police Chief Sal Raygoza – we had a skateboard give away this weekend, we had a lot of people show up. I must applaud all my officers that were present, and the two officers that put it together, Officer Lee & Molina, they did a great job.
- Fire Chief John Borboa – nothing to report
- Finance Director, Pio Martin – nothing to report.
- Deputy City Clerk, Rita Lozano – I just want to say, because two of our council members and City Manager will be out of town for the next meeting, please confirm you who will be attending to make sure we have a quorum.
- 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 – I am recruiting for some positions, lost two employees, one to the school district and one to the City of Mendota, with a possibility of another one, so I am recruiting for those positions. I also want to remind everyone for the Christmas Electric Parade, Dec. 4th, hopefully, we see everyone out there and have a great turnout. City received two million for the Police Station project.
-
- City Engineer, Mario Gouveia – Construction is still on scheduled at Cardella.
- City Attorney, James Sanchez – nothing to report.
- Council Member Jenkins – asked for on ETA on the West Hills, Fire Dept. & Police Dept projects. Staff responded, West Hills & Fire Dept. are March 2022, we don’t have one for the Police Dept. at this time, project must go to bid.
- Council Member Sablan – nothing to report.
- Council Member Perez - nothing to report.
- Council Member Lopez – nothing to report.

CLOSED SESSION

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT *Motion to adjourn at 7:19 pm by Council Member Lopez, second by Council Member Perez, motion passes by a 4-0 vote.*

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

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: dcoby@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

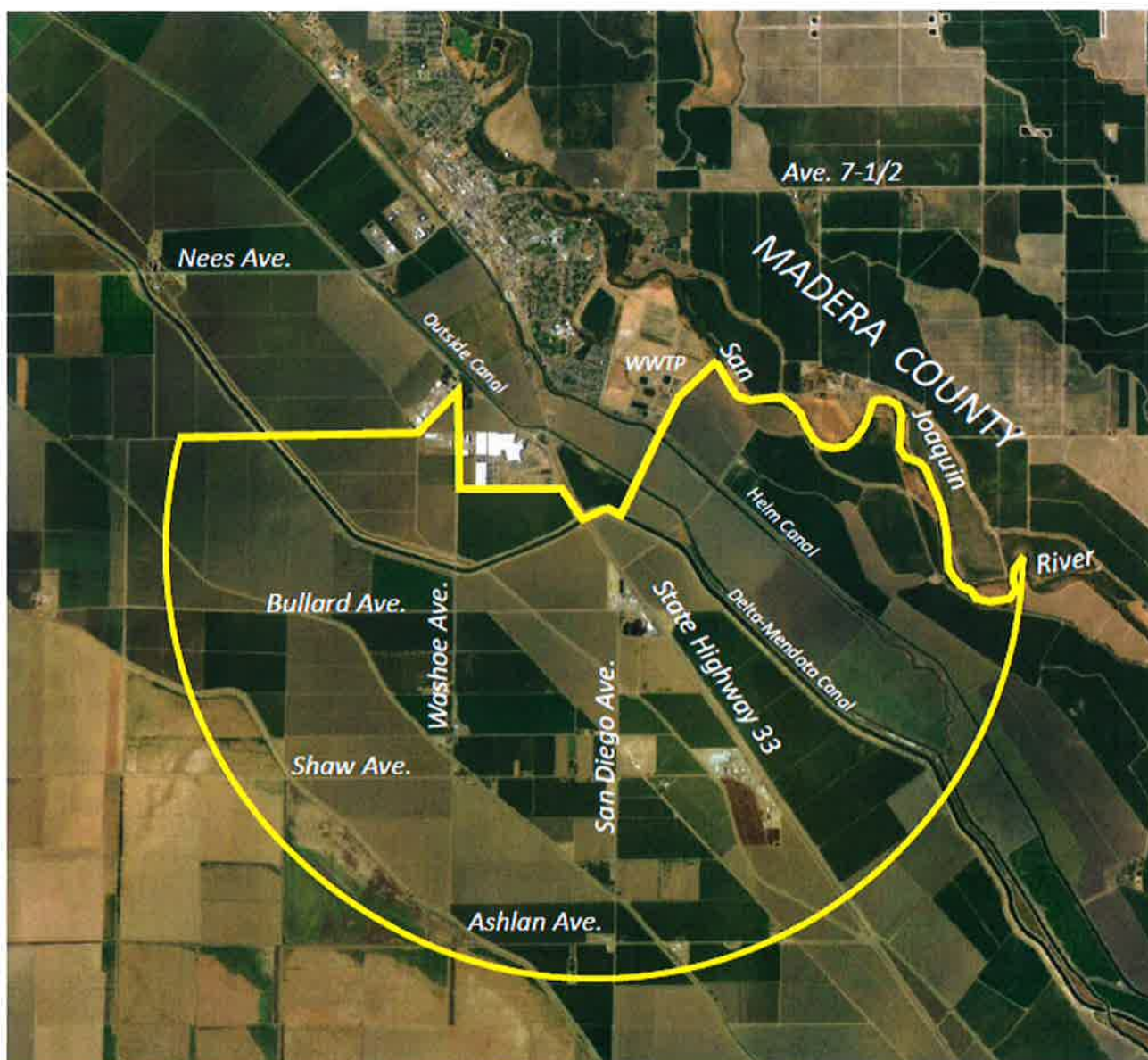
ATTEST:

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.



ORDINANCE NO. 21-06

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
ADDING SECTIONS 13-2.20 OF CHAPTER 13 AND
SECTIONS 25-24 AND 25-21.9.1 OF CHAPTER 25 OF THE MUNICIPAL CODE.**

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

SECTION 1. Recitals.

A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires the City to implement a Mandatory Commercial Recycling program.

C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires the City to implement a Mandatory Commercial Organics Recycling program.

D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the City, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the City to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This Ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

Section 2. Section 13-2.20, Section 25-24, and Section 25-21.9.1 are hereby added to Chapters 13 and 25 of the Firebaugh Municipal Code to read as follows:

CHAPTER 9
STREETS, SIDEWALKS AND SANITATION

§ 13-2.20	Organic Waste
§ 13-2.20.1	Definitions
§ 13-2.20.2	Requirements for Single-Family Generators
§ 13-2.20.3	Requirements for Commercial Businesses
§ 13-2.20.4	Waivers for Generators
§ 13-2.20.5	Requiremetns for Commercial Edible Food Generators
§ 13-2.20.6	Requirements for Food Recovery Organizations and Services
§ 13-2.20.7	Requirements for Haulers and Facility Operators
§ 13-2.20.8	Self-Hauler Requirements
§ 13-2.20.9	Inspections and Investigations by City
§ 13-2.20.10	Enforcement

13-2.20 ORGANIC WASTE

SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations.

13-2.20.1 DEFINITIONS

FOR THIS SUBSECTION.

- (a) “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
- (b) “CalRecycle” means California's Department of Resources Recycling and Recovery.
- (c) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- (d) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
- (e) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 3(rrr) and 3(sss) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (j) “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants.
- (k) “C&D” means construction and demolition debris.
- (m) “Designee” means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- (n) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- (o) “Enforcement Action” means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

- (p) “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Jurisdiction and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in Jurisdictions, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Jurisdiction, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- (s) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (t) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

- (u) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (v) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (w) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

- (x) "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, and pizza boxes.
- (y) "Food Waste" means Food Scraps and Food-Soiled Paper.

"Green waste" means leaves, grass clippings, brush, branches and other forms of organic matter generated from landscapes and gardens, separated from other forms of solid waste.
- (z) "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- (aa) "Gray Container Waste" means Solid Waste that is collected in a Gray Container that is not acceptable for placement in a Blue or Green Container as part of a three-container collection service.
- (bb) "Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (cc) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (ff) "Inspection" means a site visit where a Jurisdiction reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (ii) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
- (jj) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.
- (kk) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

- (mm) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (oo) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (rr) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (ss) “Organic Waste” includes Greenwaste and Food Waste
- (tt) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (ww) “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Jurisdiction’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Jurisdiction’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in Jurisdiction’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.
- (yy) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (zz) "Recyclables" means those materials that by way of collecting, sorting, cleansing, treating, and reconstituting materials would otherwise become solid waste, and by processing can be returned to the economic main stream in the form of raw materials for new, reused, or reconstituted products. Recyclables include, but are not limited to, newsprint, mixed paper, aluminum, plastics, glass, metal, cardboard, chip board, junk mail, magazines, newspaper, books, computer paper, and the like.
- (ccc) “Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
- (eee) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (fff) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (ggg) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

- (hhh) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (iii) "Self-Hauler" means a person, who hauls Solid Waste, he or she has generated using the generator's own equipment.
- (lll) "Source Separated" means the segregation, by the generator, of materials designated for separate collection for some form of recycling, processing, recovery, or reuse.
- (ppp) "State" means the State of California.
- (qqq) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (rrr) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
- (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.
 - (4) Food Distributor.
 - (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

- (sss) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
 - (2) Hotel with an on-site Food Facility and 200 or more rooms.
 - (3) Health facility with an on-site Food Facility and 100 or more beds.
 - (4) Large Venue.
 - (5) Large Event.
 - (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
 - (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

- (ttt) “Wholesale Food Vendor” means a business or establishment engaged in the merchandising wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 18982(a)(76).

13-2.20.2 REQUIREMENTS FOR SINGLE-FAMILY GENERATORS

Single-Family Organic Waste Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 13-2.20.8:

- (a) Shall subscribe to solid waste, organic waste, and segregated recyclable collection. City shall have the right to review the number and size of a generator’s containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City.

Requirements for Source Separating Solid Waste.

- (1) All residential generators of Solid Waste shall be required to source separate materials into Grey, Blue, and Green containers.
- (2) Generators shall place Source Separated Organic Waste, including Food Waste, in the Green Container; Segregated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.
- (3) Generators shall not place Prohibited Container Contaminants in any container. City and City’s authorized recycling agent reserve the right to inspect containers to determine if Prohibited Container Contaminants are present and issue a warning or assess penalties and fines under this chapter

13-2.20.3 REQUIREMENTS FOR COMMERCIAL BUSINESSES

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to City’s three-container collection services as described in this subsection and comply with those services except those Commercial Businesses that meet the Self-Hauler requirements. City shall have the right to review the number and size of a generator’s containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

Requirements for Source Separating Solid Waste.

- (1) All commercial generators of Solid Waste shall be required to source separate materials into Grey, Blue, and Green Containers.

- (2) Generators shall place Source Separated Organic Waste, including Food Waste, in the Green Container; Segregated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.
- (3) Generators shall not place Prohibited Container Contaminants in any container. City and City's authorized recycling agent reserve the right to inspect containers to determine if Prohibited Container Contaminants are present and issue a warning or assess penalties and fines under this section.
- (c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service or, if Self-Hauling, incompliance with program requirements as contained in this section.
- (d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
- (1) A body or lid that conforms with the container colors provided through the collection service provided by Jurisdiction, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
- (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement pursuant to 14 CCR Section 18984.9(b).
- (f) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the Jurisdiction's Blue Container, Green Container, and Gray Container collection service.
- (g) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

- (h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- (j) Provide or arrange access for City or its agent to their properties during all Inspections conducted in accordance with this section to confirm compliance with the requirements of subsection.
- (k) Accommodate and cooperate with Jurisdiction's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with this ordinance.
- (l) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (m) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements in this ordinance.

13-2.20.4 WAIVERS FOR GENERATORS

- (a) De Minimis Waiver: City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described below. Commercial Businesses requesting a de minimis waiver shall:
 - (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section (a)(2) below.
 - (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (3) Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
 - (4) Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.

B. Physical Space Waiver: City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section.

A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
- (3) Provide written verification to Jurisdiction that it is still eligible for physical space waiver every five years, if Jurisdiction has approved application for a physical space waiver.

13-2.20.5 REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

- (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

13-2.20.6 REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

- (c) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 30th and upon the City's request.
- (d) Food Recovery Capacity Planning
 - (1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

13-2.20.7 REQUIREMENTS FOR HAULERS AND FACILITY OPERATORS

13-2.20.8 SELF-HAULER REQUIREMENTS

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Organic Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2.
- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Solid Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
 - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 12(c) to City, if requested.
- (e) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 12(c) and (d).

13-2.20.9 INSPECTIONS AND INVESTIGATIONS BY CITY

- (a) City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment (optional); or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- (c) Any records obtained by a City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- (e) City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

13-2.20.10 ENFORCEMENT

- (a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this Section are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this Section, except as otherwise indicated in this ordinance.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- (c) Responsible Entity for Enforcement. Enforcement pursuant to this chapter may be undertaken by the City Enforcement Official, which may be the City Manager or their designated entity, legal counsel, or combination thereof.
- (d) Process for Enforcement

- (1) City Enforcement Officials and/or their Designee will monitor compliance with this Section randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section 13-2.7.10 establishes Jurisdiction's right to conduct Inspections and investigations.
- (2) The City may issue an official notification to notify regulated entities of its obligations under this Section.
- (3) With the exception of violations of generator contamination of container contents, the City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, Jurisdiction shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Firebaugh Municipal Code Chapter 1.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the Jurisdiction or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) **Penalty Amounts for Types of Violations**

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$50 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 per violation.

(f) **Compliance Deadline Extension Considerations**

The Jurisdiction may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Subsection if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(g) **Appeals Process**

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation per Section 1-5.5.7 of the Firebaugh Municipal Code.

(h) **Education Period for Non-Compliance**

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) **Civil Penalties for Non-Compliance**

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action as needed.

SECTION 3. Sections 25-21.9.1 and 25-24 of Chapter 25 the Firebaugh Municipal Code is hereby added to the Firebaugh Municipal Code to read as follows:

CHAPTER 25
ZONING

§ 25-21.9.1 Model Water Efficient Landscaping Ordinance Requirements

§ 25-24 CALGreen Recycling Requirements

25-21.9.1 MODEL WATER EFFICIENT LANDSCAPING ORDINANCE (MWELO) REQUIREMENTS

- (a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Jurisdiction, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO (Chapter 2.7 of California Code of Regulation Chapter 23 Division 2), including sections related to use of Compost and mulch as delineated in this Subsection.
- (b) the City Council of the City of Firebaugh does hereby adopt by specific reference thereto and inforpoation herein by said reference, the provisions of 23 CCR, Division 2, Chapter 2.7 (MWELO) for all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein. If any section, subsection, sentence, clause or phrase of the said Fire Code is, for any reason, held to be unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of said code

- (c) Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in section (a) above shall:
- (1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELo, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - (A) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - (B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - (C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
 - (2) The MWELo compliance items listed in this Section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 14(a) shall consult the full MWELo for all requirements.
- (d) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo September 15, 2015 requirements in a manner that requires City to incorporate the requirements of an updated MWELo in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

25-24 CALGREEN RECYCLING REQUIREMENTS

- (a) Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

- (b) For projects covered by CALGreen, the applicants must, as a condition of the Jurisdiction's permit approval, comply with the following:

- (1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the Jurisdiction, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (2) New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the Jurisdiction, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (3) Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with Jurisdiction's C&D ordinance, Section 13-2.20 of the Firebaugh Municipal Code and all written and published Jurisdiction policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

SECTION 4. Environmental Review. This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council hereby finds that under Section 15061(b)(3) of the State CEQA Guidelines, this Ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment. It also finds the Ordinance is exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15307 and 15308 as an action by a regulatory agency taken to protect the environment and natural resources.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 6. Effective Date. This Ordinance shall take effect on 30 days after its final adoption.

SECTION 7. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and enter it into the book of original ordinances.

SECTION 8. 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. 21-06 was introduced at a regular meeting of the City Council of the City of Firebaugh on the 6th day of December, 2021, and was passed and adopted at a regular meeting of the City Council on the ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Freddy Valdez, Mayor
City of Firebaugh

Rita Lozano, Deputy City Clerk
City of Firebaugh

RESOLUTION NO. 21-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING USE OF EMERGENCY REMOTE TELECONFERENCING PROVISIONS

WHEREAS, the City Council of the City of Firebaugh ("City Council") is committed to open and transparent government, and full compliance with the Ralph M. Brown Act ("Brown Act"); and

WHEREAS, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

WHEREAS, the City Council recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

WHEREAS, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

WHEREAS, on September 16, 2021, the California legislature passed Assembly Bill ("AB") 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, in order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a Resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days; and

WHEREAS, if the state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference under 361, the City Council shall make findings in a Resolution every thirty (30) days regarding the current state of the emergency.

WHEREAS, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled "Proclamation of a State of Emergency," signed March 4, 2020; and

WHEREAS, the California Occupational and Safety Health Administration (CalOSHA) continues to recommend certain social distancing requirements, as described in detail in California Code of Regulations Title 8, section 3205 Covid Prevention; and

WHEREAS, on October 4, 2021, the City Council adopted Resolution No. 21-42 that found that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

WHEREAS, the City Council is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment.

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

1. The City Council is conducting meetings during a state of emergency.
2. CalOSHA recommends measures to promote social distancing.
3. The City Council has determined that given the state of emergency, holding in-person only meetings would present imminent risks to the health or safety of members and attendees.
4. The actions taken by the City Council through this Resolution may be applied to all City Boards and committees governed by the Brown Act unless otherwise desired by that Body.
5. The City Council authorizes the City Manager or their designee(s) to take all actions necessary to conduct City Council meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution after which the City Council will reconsider the circumstances of the state of emergency.
6. Staff is directed to return no later than thirty (30) days after the adoption of this Resolution with an item for the Council to consider making the findings required by AB 361 in order to continue meeting under its provisions.

The foregoing resolution is effective upon adoption and was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 6th day of December, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Freddy Valdez, Mayor
City of Firebaugh

ATTEST:

Rita Lozano, Deputy City Clerk
City of Firebaugh



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 30, 2021
Re: Recommendations Safety Protocols for In-Person Meetings

The City of Firebaugh will begin hybrid virtual and in-person City Council meetings on Monday, December 20, 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, California 93622. In order to further public health and safety of the public and employees, the following steps will be undertaken:

- Mask or face coverings will be required, regardless of vaccination status. Masks will be provided for attendees needing a mask.
- Council chamber occupancy will be limited to half of the normal capacity 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.

RESOLUTION NO. 21-44

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA,
DECLARING CERTAIN CITY PROPERTY AS SURPLUS EQUIPMENT**

WHEREAS, certain equipment has exceeded its useful life expectancy and has been determined to be no longer useful to the City, or the equipment is no longer cost-effective to repair; and

WHEREAS, the equipment is listed as follows:

VEHICLE Lic. #	MAKE/MODEL	VIN NUMBER	NOTES/Minimum bid
1193158	2006 Ford Crown Victoria	2FAHP71WX6X135884	\$300
1346105	2007 Dodge Ram PK	1D7HA18N87S222389	\$500
N/A	Aluminum Irrigation Lines	N/A	\$1000

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The following equipment has exceeded its useful life expectancy and is no longer required for City use and is hereby declared as surplus:

The foregoing resolution was passed and adopted by the City Council of the City of Firebaugh at a regular meeting duly held on the 6th day of December 2021, by the following vote:

AYES: **Council Member(s)**

NOES: **Council Member(s)**

ABSTAIN: **Council Member(s)**

ABSENT: **Council Member(s)**

APPROVED:

ATTEST:

Freddy Valdez, Mayor

Rita Lozano, Deputy City Clerk