

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No. 22/03-07

Date/Time: March 7, 2022/6:00 p.m.

***SPECIAL NOTICE DUE TO COVID-19 MEETING WILL BE HELD TELECONFERENCE VIA WEBEX, THE MEETING WILL BE HELD 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://cityoffirebaugh.my.webex.com/cityoffirebaugh.my/j.php?MTID=m685768acee141131b6387a9694b0d4ba>

Meeting ID: 2556 733 4264

Meeting password: QzNPDh34rB5 (79673434 from phones and video systems)

Phone: 1-650-479-3208

CALL TO ORDER

ROLL CALL

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

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

- Special Presentation from Fresno County Sheriff Margaret Mims to the Firebaugh Police Department in Appreciation for Support of the 2020 Creek Fire.
- Representative of Bryant Jolley CPA Office, will present a review of the Annual Independent Auditor's Report for the period FY 2020-2021, ending June 30, 2021.

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 February 2, 2022.

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

December 2021	General Warrants	#42187 - #42329	\$ 1,242,405.54
	Payroll Warrants	#71649 - #71671	\$ 126,315.90
	TOTAL		\$ 1,368,721.44

3. WARRANT REGISTER – Period starting January 1 and ending on January 31, 2022.

January 2022	General Warrants	#42330 - #42414	\$ 745,684.51
	Payroll Warrants	#71672 - #71697	\$ 139,317.58
	TOTAL		\$ 885,002.09

PUBLIC HEARING

4. ORDINANCE NO. 21-04 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH REPEALING SECTIONS 9-1.1, 9-1.2, 9-1.3, AND 9-1.4 OF CHAPTER 9 [TRAILERS AND TRAILER PARKS] OF THE MUNICIPAL CODE, REPLACING THE HEADING OF CHAPTER 9 WITH THE TITLE “MOBILE HOME PARKS ACT”, AND ADDING SECTIONS 9-1.1 THROUGH 9-1.11 RELATING TO THE ASSUMPTION OF RESPONSIBILITY OF ENFORCING THE MOBILE HOME 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.

5. ORDINANCE NO. 22-02 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING MUNICIPAL CODE SECTION 25-41.13.6 RELATING TO LIMITED COMMERCIAL CANNABIS OPERATIONS PURSUANT TO REGULATORY PERMIT-SECOND READING.

Recommended Action: Council receives public comment & approves Ord. No. 22-02.

NEW BUSINESS

6. THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND MID-VALLEY DISPOSAL, LLC.

Recommended Action: Council receives public comment & approves agreement.

7. RESOLUTION NO. 22-07 - 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. 22-07.

8. RESOLUTION NO. 22-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE ECM 4-SOLAR GENERATING FACILITIES AT THE LANDFILL/MAIN LIFT, DIRECTING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO RELEASE THE FAITHFUL PERFORMANCE BOND AND LABOR & MATERIAL BOND FOR SAID IMPROVEMENTS.

Recommended Action: Council receives public comment & approves Res. No. 22-08.

9. RESOLUTION NO. 22-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE CITY MANAGER TO EXECUTE TO THE FRESNO-MADERA AREA AGENCY ON AGING CONTRACT, INCLUDING AMENDMENTS AND ALL NECESSARY SUPPORTING DOCUMENTS.

Recommended Action: Council receives public comment & approves Res. No. 22-09.

10. RESOLUTION NO. 22-10 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF CARDELLA STREET REHAB PROJECT, AUTHORIZING THE DEPUTY CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO BUSH ENGINEERING, INC.

Recommended Action: Council receives public comment & approves Res. No. 22-10.

11. RESOLUTION NO. 22-11 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE CITY OF FIREBAUGH LOCAL ROAD SAFETY PLAN INCLUDED IN THE MULTI-JURISDICTION LOCAL ROAD SAFETY PLAN.

Recommended Action: Council receives public comment & approves Res. No. 22-11.

12. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER SPEED BUMPS.

Recommended Action: Council receives public comment & gives staff direction

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 and that I posted this agenda on the bulletin boards at City Hall, March 4, 2022, at 5:00 p.m. by Rita Lozano Deputy City Clerk.



STAFF REPORT

TO: Mayor Brady Jenkins and Council Members
FROM: Pio Martin, Finance Director
DATE: March 07, 2022
SUBJECT: Fiscal Year 2020 - 2021 Audit and Management Report

RECOMMENDATION:

Review and accept the FY 2020 - 2021 audited financial statements and the auditor's report on compliance and internal control over financial accounting based on an audit of financial statements performed in accordance with Government Auditing Standards.

HISTORY:

Bryant L. Jolley, CPA has completed the FY 2020-2021 audit for the City of Firebaugh. Luis Perez, Bryant Jolley office will be presenting at the March 07, 2022 city council Webex conference he will be available for answer any questions regarding the audit.

DISCUSSION:

FISCAL IMPACT:

CITY OF FIREBAUGH

INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS JUNE 30, 2021

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BRYANT L. JOLLEY

CERTIFIED PUBLIC ACCOUNTANTS

Bryant L. Jolley C.P.A.
Ryan P. Jolley C.P.A.
Darryl L. Smith C.P.A.
Luis A. Perez C.P.A.
Lan T. Kimoto

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council
City of Firebaugh, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Firebaugh, California, (the City) as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Firebaugh, California, as of June 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Government Accounting Standards Board, who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Accounting principles generally accepted in the United States of America require that the budgetary comparison information, Schedule of Changes in City's Net OPEB Liability and Related Ratios, Schedule of Proportionate Share of Net Pension Liability and Schedule of Contributions on pages 44 – 45, page 46, page 47, and page 48, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

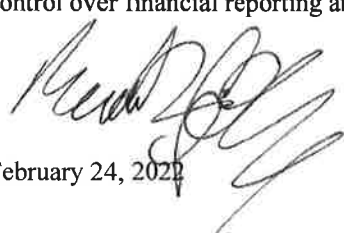
Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Firebaugh's basic financial statements. The combining and individual nonmajor financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued our report dated February 24, 2022, on our consideration of the City of Firebaugh's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering City of Firebaugh's internal control over financial reporting and compliance.



February 24, 2022

CITY OF FIREBAUGH**STATEMENT OF NET POSITION****JUNE 30, 2021**

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments	\$ 7,503,228	\$ 6,465,422	\$ 13,968,650
Accounts receivable (net of allowance)	433,416	375,751	809,167
Due from other governments	4,468,431	141,301	4,609,732
Notes and loans receivable	1,711,270	-	1,711,270
Internal balances	(815,007)	815,007	-
Capital assets, net of allowance for depreciation	8,905,989	17,854,240	26,760,229
Total assets	<u>22,207,327</u>	<u>25,651,721</u>	<u>47,859,048</u>
DEFERRED OUTFLOWS OF RESOURCES			
	<u>1,116,174</u>	<u>240,998</u>	<u>1,357,172</u>
LIABILITIES			
Accounts payable	1,266,892	171,952	1,438,844
Accrued expenses	22,505	835	23,340
Accrued interest payable	4,466	107,781	112,247
Deposits	15,545	89,999	105,544
Compensated absences	157,493	33,209	190,702
Long-term liabilities:			
Bonds payable:			
Due within one year	42,442	427,731	470,173
Due in more than one year	509,291	11,275,337	11,784,628
Net other post employment benefits	2,794,834	1,207,506	4,002,340
Net pension liability	3,798,581	634,246	4,432,827
Total liabilities	<u>8,612,049</u>	<u>13,948,596</u>	<u>22,560,645</u>
DEFERRED INFLOWS OF RESOURCES			
	<u>906,700</u>	<u>345,980</u>	<u>1,252,680</u>
NET POSITION			
Net investment in capital assets	8,354,256	6,402,508	14,756,764
Restricted for:			
Public ways and facilities	1,661,603	-	1,661,603
Public safety programs	263,294	-	263,294
Low-income housing activities	396,889	-	396,889
Capital projects and improvements	2,267,933	-	2,267,933
Unrestricted	860,777	5,195,635	6,056,412
Total net position	<u>\$ 13,804,752</u>	<u>\$ 11,598,143</u>	<u>\$ 25,402,895</u>

See accompanying notes.

CITY OF FIREBAUGH

STATEMENT OF ACTIVITIES YEAR ENDED JUNE 30, 2021

Functions/Programs	Expense	Program Revenue			Net Revenue/(Expense) and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Primary Government							
Governmental activities							
General government	\$ 522,776	\$ 53,097	\$ 15,037	\$ -	\$ (454,642)	\$ -	\$ (454,642)
Public ways and facilities	1,335,185	1,063,820	794,224	162,091	684,950	-	684,950
Public protection	3,252,974	452,078	469,910	-	(2,330,986)	-	(2,330,986)
Culture and recreation	177,867	333,322	-	-	155,455	-	155,455
Community development	2,810,613	585,605	428	6,927,847	4,703,267	-	4,703,267
Debt Service							
Interest and fiscal charges	19,820	-	-	-	(19,820)	-	(19,820)
Total governmental activities	8,119,235	2,487,922	1,279,599	7,089,938	2,738,224	-	2,738,224
Business-type activities							
Sewer	1,462,064	1,647,528	-	83,512	-	268,976	268,976
Water	1,767,671	1,854,318	-	-	-	86,647	86,647
Total business-type activities	3,229,735	3,501,846	-	83,512	-	355,623	355,623
Total primary government	11,348,970	5,989,768	1,279,599	7,173,450	2,738,224	355,623	3,093,847
General Revenue							
Property taxes					446,466	-	446,466
Sales and use taxes					2,836,455	-	2,836,455
Franchise taxes					136,848	-	136,848
Interest and investment earnings					19,920	14,609	34,529
Miscellaneous					150,245	968	151,213
Gain on sale of assets					50	-	50
Total general revenue					3,589,984	15,577	3,605,561
Change in Net Position					6,328,208	371,200	6,699,408
Net Position							
Beginning of year					7,476,544	11,226,943	18,703,487
End of year					\$ 13,804,752	\$ 11,598,143	\$ 25,402,895

See accompanying notes.

CITY OF FIREBAUGH

BALANCE SHEET – GOVERNMENTAL FUNDS JUNE 30, 2021

	General	Community Development	Housing	Development Impact Fees	Non-Major Governmental Funds	Total Governmental Funds
ASSETS						
Cash and investments	\$ 3,520,968	-	\$ 396,461	\$ 1,549,622	\$ 2,036,177	\$ 7,503,228
Accounts receivable	433,416	-	-	-	-	433,416
Due from other governments	1,437	4,323,190	428	-	143,376	4,468,431
Due from other funds	3,470,018	-	-	-	-	3,470,018
Notes and loans receivable	-	-	1,711,270	-	-	1,711,270
Total assets	<u>\$ 7,425,839</u>	<u>\$ 4,323,190</u>	<u>\$ 2,108,159</u>	<u>\$ 1,549,622</u>	<u>\$ 2,179,553</u>	<u>\$ 17,586,363</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE						
Liabilities						
Accounts payable and accrued expense	\$ 103,500	\$ 888,197	\$ -	35,716	\$ 239,479	\$ 1,266,892
Accrued salaries and benefits	100,079	-	-	-	15,177	115,256
Interest payable	4,466	-	-	-	-	4,466
Due to other funds	-	3,470,018	-	-	-	3,470,018
Advances from other funds	815,007	-	-	-	-	815,007
Deposits	15,545	-	-	-	-	15,545
Total liabilities	<u>1,038,597</u>	<u>4,358,215</u>	<u>-</u>	<u>35,716</u>	<u>254,656</u>	<u>5,687,184</u>
Deferred inflows of resources						
Unavailable revenues	-	-	1,711,270	-	-	1,711,270
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>1,711,270</u>	<u>-</u>	<u>-</u>	<u>1,711,270</u>
Fund Balance						
Restricted						
Public ways and facilities	-	-	-	-	1,661,603	1,661,603
Public safety programs	-	-	-	-	263,294	263,294
Low-income housing activities	-	-	396,889	-	-	396,889
Capital projects and improvements	754,027	-	-	1,513,906	-	2,267,933
Unassigned	5,633,215	(35,025)	-	-	-	5,598,190
Total fund balance	<u>6,387,242</u>	<u>(35,025)</u>	<u>396,889</u>	<u>1,513,906</u>	<u>1,924,897</u>	<u>10,187,909</u>
Total liabilities, deferred inflows of resources, and fund balance	<u>\$ 7,425,839</u>	<u>\$ 4,323,190</u>	<u>\$ 2,108,159</u>	<u>\$ 1,549,622</u>	<u>\$ 2,179,553</u>	<u>\$ 17,586,363</u>

See accompanying notes.

CITY OF FIREBAUGH

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCE TO NET POSITION OF GOVERNMENTAL ACTIVITIES

JUNE 30, 2021

Total governmental fund balance	\$ 10,187,909
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Amounts reported for governmental activities in the Statement
of Net Position are different because:

Notes receivable are not available to pay for current period expenditures and, therefore, are deferred in the governmental funds	1,711,270
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Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds	8,905,989
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Deferred outflows of resources related to net pension liability and post- retirement health benefits, represent a consumption of net position or fund balance that applies to future period(s) and so will not be recognized as an outflow of resources (expenses) until that time	1,116,174
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Post-retirement health benefits are not due and payable in the current period and, therefore, are not reported in the governmental funds	(2,794,834)
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Governmental long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds Notes and capital lease payable	(551,733)
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Net pension liability applicable to governmental activities are not due and payable in the current period and accordingly is not reported in the governmental funds	(3,798,581)
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Deferred inflows of resources related to net pension liability, represent an acquisition of net position or fund balance that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time	(906,700)
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Compensated absences are not due and payable in the current period and, therefore, are not reported in the governmental funds	(64,742)
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Net position of governmental activities	<u>\$ 13,804,752</u>
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CITY OF FIREBAUGH

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUNDS YEAR ENDED JUNE 30, 2021

	General	Community Development	Housing	Development Impact Fees	Non-Major Governmental Funds	Total Governmental Funds
Revenue						
Taxes	\$ 3,381,555	\$ -	\$ -	\$ -	\$ 38,214	\$ 3,419,769
Licenses and permits	639,801	-	-	1,164,401	-	1,804,202
Intergovernmental	454,814	6,937,820	428	-	976,474	8,369,536
Charges for services	647,731	-	-	-	-	647,731
Fines and forfeitures	35,989	-	-	-	-	35,989
Loan repayments	-	-	49,526	-	-	49,526
Investment income	10,320	-	6,030	-	3,570	19,920
Other	144,734	-	-	-	-	144,734
Total revenue	5,314,944	6,937,820	55,984	1,164,401	1,018,258	14,491,407
Expenditures						
Current						
General government	455,023	-	-	-	-	455,023
Public ways and facilities	667,044	-	-	35,715	445,144	1,147,903
Public protection	2,307,178	-	-	-	136,179	2,443,357
Culture and recreation	143,456	-	-	-	-	143,456
Community development	392,932	2,707,210	428	-	-	3,100,570
Capital outlay	197,519	4,230,612	-	-	250,452	4,678,583
Debt Service						
Principal	34,000	-	-	-	-	34,000
Interest and fiscal charges	19,820	-	-	-	-	19,820
Total expenditures	4,216,972	6,937,822	428	35,715	831,775	12,022,712
Revenue over/(under) expenditures	1,097,972	(2)	55,556	1,128,686	186,483	2,468,695
Other Financing Sources/(Uses)						
Sale of assets	50	-	-	-	-	50
Total other financing sources/(uses)	50	-	-	-	-	50
Change in Fund Balance	1,098,022	(2)	55,556	1,128,686	186,483	2,468,745
Fund Balance						
Beginning of year	5,289,220	(35,023)	341,333	385,220	1,738,414	7,719,164
End of year	\$ 6,387,242	\$ (35,025)	\$ 396,889	\$ 1,513,906	\$ 1,924,897	\$ 10,187,909

See accompanying notes.

CITY OF FIREBAUGH

RECONCILIATION OF STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES YEAR ENDED JUNE 30, 2021

Net change in fund balance - total governmental funds	\$ 2,468,745
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Amounts reported for governmental activities in the Statement of Activities
are different because:

Depreciation expense on capital assets is reported in the Statement of Activities, but they does not require the use of current financial resources, therefore, depreciation expense is not reported as expenditures in the Governmental Funds	(313,573)
--	-----------

Governmental Funds report capital outlay as expenditures. However, in the Statement of Activities the cost of those assets are capitalized as an asset and depreciated over the period of service	4,802,469
---	-----------

Post-retirement benefit costs in the Statement of Activities does not require the use of current financial resources and, therefore, are not reported as expenditures in the Governmental Funds	(237,653)
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Repayment of long-term notes receivable is revenue in governmental funds, but the repayment reduces long-term assets in the statement of net position	(44,023)
---	----------

Pension expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the Governmental Funds	(391,238)
---	-----------

Compensated absence costs in the Statement of Activities does not require the use of current financial resources and, therefore, are not reported as expenditures in the Governmental Funds	9,481
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Repayment of loans and capital leases principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets	34,000
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Change in net position of governmental activities	<u>\$ 6,328,208</u>
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CITY OF FIREBAUGH

STATEMENT OF NET POSITION – PROPRIETARY FUNDS JUNE 30, 2021

	Business-Type Activities - Enterprise Funds		
	Sewer	Water	Total Proprietary Funds
ASSETS			
Current assets			
Cash and investments	\$ 3,280,241	\$ 3,185,181	\$ 6,465,422
Accounts and interest receivable	179,740	196,011	375,751
Due from government	138,092	3,209	141,301
Total current assets	<u>3,598,073</u>	<u>3,384,401</u>	<u>6,982,474</u>
Non-current assets			
Advances to other funds	735,007	80,000	815,007
Property, plant and equipment, net of allowance for depreciation	<u>6,546,773</u>	<u>11,307,467</u>	<u>17,854,240</u>
Total noncurrent assets	<u>7,281,780</u>	<u>11,387,467</u>	<u>18,669,247</u>
Total assets	<u>10,879,853</u>	<u>14,771,868</u>	<u>25,651,721</u>
DEFERRED OUTFLOWS OF RESOURCES	<u>119,974</u>	<u>121,024</u>	<u>240,998</u>
LIABILITIES			
Current liabilities			
Accounts payable	100,156	71,796	171,952
Accrued expenses	14,191	19,853	34,044
Accrued interest	60,347	47,434	107,781
Deposits	-	89,999	89,999
Current portion of long-term debt	<u>142,412</u>	<u>285,319</u>	<u>427,731</u>
Total current liabilities	<u>317,106</u>	<u>514,401</u>	<u>831,507</u>
Non-current liabilities			
Bonds payable	4,537,900	6,737,437	11,275,337
Net other pension benefits	612,758	594,748	1,207,506
Net pension liability	<u>312,323</u>	<u>321,923</u>	<u>634,246</u>
Total noncurrent liabilities	<u>5,462,981</u>	<u>7,654,108</u>	<u>13,117,089</u>
Total liabilities	<u>5,780,087</u>	<u>8,168,509</u>	<u>13,948,596</u>
DEFERRED INFLOWS OF RESOURCES	<u>175,367</u>	<u>170,613</u>	<u>345,980</u>
NET POSITION			
Net investment in capital assets	1,962,813	4,439,695	6,402,508
Unrestricted	<u>3,081,560</u>	<u>2,114,075</u>	<u>5,195,635</u>
Total net position	<u>\$ 5,044,373</u>	<u>\$ 6,553,770</u>	<u>\$ 11,598,143</u>

See accompanying notes.

CITY OF FIREBAUGH

STATEMENT OF REVENUE, EXPENSE, AND CHANGES IN FUND NET POSITION – PROPRIETARY FUNDS YEAR ENDED JUNE 30, 2021

	Business-Type Activities - Enterprise Funds		
	Sewer	Water	Total Proprietary Funds
Operating Revenue			
Charges for services	\$ 1,647,528	\$ 1,854,318	\$ 3,501,846
Total operating income	<u>1,647,528</u>	<u>1,854,318</u>	<u>3,501,846</u>
Operating Expense			
Personnel	650,054	582,714	1,232,768
Utilities	65,441	154,771	220,212
Supplies and materials	59,622	109,241	168,863
Maintenance and operations	82,331	77,598	159,929
Contractual services	128,353	68,761	197,114
Depreciation	243,069	479,850	722,919
Other expenses	77,275	54,953	132,228
Total operating expense	<u>1,306,145</u>	<u>1,527,888</u>	<u>2,834,033</u>
Operating income/(loss)	<u>341,383</u>	<u>326,430</u>	<u>667,813</u>
Nonoperating Revenue/(Expense)			
Investment income	6,815	7,794	14,609
Other revenue (expenses)	(119)	1,086	967
Interest expense	<u>(155,919)</u>	<u>(239,782)</u>	<u>(395,701)</u>
Total nonoperating revenue/(expense) before capital contributions	<u>(149,223)</u>	<u>(230,902)</u>	<u>(380,125)</u>
Capital Contributions	<u>83,512</u>	<u>-</u>	<u>83,512</u>
Change in Net Position	<u>275,672</u>	<u>95,528</u>	<u>371,200</u>
Net Position			
Beginning of year	<u>4,768,701</u>	<u>6,458,242</u>	<u>11,226,943</u>
End of year	<u>\$ 5,044,373</u>	<u>\$ 6,553,770</u>	<u>\$ 11,598,143</u>

CITY OF FIREBAUGH

STATEMENT OF CASH FLOW – PROPRIETARY FUNDS YEAR ENDED JUNE 30, 2021

	Business-Type Activities - Enterprise Funds		
	Sewer	Water	Total Proprietary Funds
Operating Activities			
Receipts from customers and users	\$ 1,625,229	\$ 1,786,135	\$ 3,411,364
Payment to suppliers of goods and services	(347,905)	(447,606)	(795,511)
Payment to employees	(567,429)	(499,684)	(1,067,113)
Net cash provided by (used in) operating activities	709,895	838,845	1,548,740
Non-capital Financial Activities			
Payments from other governments	22,409	1,086	23,495
Net cash provided by (used in) noncapital financing activities	22,409	1,086	23,495
Capital and Related Financing Activities			
Purchase of property, plant and equipment	(337,997)	(409,342)	(747,339)
Principal paid on long-term debt	(106,932)	(218,584)	(325,516)
Interest paid on long-term debt	(157,037)	(240,696)	(397,733)
Net cash provided by (used in) capital and related financing activities	(601,966)	(868,623)	(1,470,588)
Investing Activities			
Interest received	6,815	7,795	14,610
Net cash provided by investing activities	6,815	7,795	14,610
Net Increase (Decrease) in Cash	137,153	(20,897)	116,256
Cash			
Beginning of year	3,143,088	3,206,078	6,349,166
End of year	\$ 3,280,241	\$ 3,185,181	\$ 6,465,422
Cash Flows from Operating Activities			
Operating income (loss)	\$ 341,383	\$ 326,430	\$ 667,813
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation	243,069	479,850	722,919
(Increase) Decrease in Accounts Receivable	(22,299)	(74,890)	(97,189)
(Increase) Decrease in Deferred Outflows of Resources	(7,555)	(8,038)	(15,593)
Increase (Decrease) in Accounts Payable and Accrued Liabilities	65,117	17,718	82,835
Increase (Decrease) in Deposits	-	6,707	6,707
Increase (Decrease) in Compensated Absences	(15,299)	(14,774)	(30,073)
Increase (Decrease) in Deferred Inflows of Resources	78,698	73,016	151,714
Increase (Decrease) in OPEB liability	(86,821)	(84,268)	(171,089)
Increase (Decrease) in Net Pension Liability	113,602	117,094	230,696
Net Cash Provided by (Used in) Operating Activities	\$ 709,895	\$ 838,845	\$ 1,548,740

CITY OF FIREBAUGH

STATEMENT OF FIDUCIARY NET POSITION PRIVATE-PURPOSE TRUST FUND – SUCCESSOR AGENCY JUNE 30, 2021

Assets

Cash and investments	\$ 570,128
Total assets	<u>570,128</u>

Liabilities

Accounts payable and accrued liabilities	9,317
Interest payable	21,009
Long-term debt	
Due within one year	240,468
Due in more than one year	<u>4,906,703</u>
Total liabilities	<u>5,177,497</u>

Net Position

Held in trust for other governments	<u>\$ (4,607,369)</u>
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CITY OF FIREBAUGH

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION PRIVATE-PURPOSE TRUST FUND – SUCCESSOR AGENCY JUNE 30, 2021

Additions

Property taxes	\$ 401,037
Investment earnings	<u>1,435</u>
Total additions	402,472

Deductions

Program expenses	135,292
Interest and fiscal agency expenses	<u>272,376</u>
Total deductions	<u>407,668</u>

Change In Net Position (5,196)

Net Position

Beginning of year	<u>(4,602,173)</u>
End of year	<u>\$ (4,607,369)</u>

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 1 – Summary of Significant Accounting Policies

The financial statements of the City of Firebaugh (the City) have been prepared in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP) as applicable to governmental entities. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

These financial statements present the government and its component units, entities for which the City is considered to be financially accountable. Blended component units, although legally separate entities are, in substance, part of the government's operations and data from these units is combined with data of the primary government. Each blended component unit has a June 30 fiscal year end. There are no discretely presented component units included in these financial statements. The following sections further describe the significant accounting policies of the City.

Reporting Entity

The City of Firebaugh, State of California (the "City"), was incorporated in 1914. The City operates under a Council-Manager form of government. The City's major operations include public safety; highways and streets; water and sewer; parks and recreation; building inspection; public improvements; planning and zoning, and general administrative services.

Basis of Presentation – Fund Accounting

Government-Wide Financial Statements - The Government-Wide Financial Statements (the Statement of Net Position and the Statement of Activities and Changes in Net Position) report information of all of the nonfiduciary activities of the primary government and its component units. For the most part, eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the governmental and business-type activities of the City and between the City and its component unit. Governmental activities, which normally are supported by taxes and inter-governmental revenues, are reported separately from business-type activities, which rely significantly on fees charged to external parties.

The Statement of Activities and Changes in Net Position presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and are clearly identifiable to a particular function. Program revenues include 1) charges paid by the recipients of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Net position is restricted when constraints placed on them are either externally imposed or are imposed by constitutional provisions or enabling legislation. Internally imposed designations of resources are not presented as restricted net position. When both restricted and unrestricted resources are available for use, generally, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

Governmental Fund Financial Statements - The Governmental Fund Financial Statements provide information about the City's funds, including fiduciary funds and the blended component unit. Separate statements for each fund category - governmental, proprietary and fiduciary - are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental funds are separately aggregated and reported as non-major funds.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies and investment earnings, result from non-exchange transactions or ancillary activities.

The City reports the following major governmental funds:

General Fund – The General Fund is the general operating fund of the City. It is used for all financial resources except those required legally, or by sound financial management to be accounted for in another fund. Generally, the General Fund is used to account for those traditional governmental services of the City, such as police and fire protection, planning and general administrative services.

Community Development Fund – The Community Development Fund was established to account for the monies received from various sources which are to be used for the design and construction of various projects.

Housing Fund – The Housing Fund is used to account for grant revenues and expenditures related to housing assistance loans for low income individuals (HOME grants) and businesses (Low Moderate Housing Assets).

Development Impact Fees Fund – This fund is used to account for impact fees collected for various purposes.

The City reports the following additional fund types:

Private-Purpose Trust Fund – The Private-Purpose Trust Fund accounts for assets held by the City as trustee for the Successor Agency.

Basis of Accounting

The Government-Wide and Proprietary Fund Financial Statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales taxes, grants, entitlements and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from sales tax are recognized when the underlying transactions take place. Revenues from grants, entitlements and donations are recognized in the fiscal year in which all eligible requirements have been satisfied.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

Governmental Funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Property and sales taxes, interest, certain state and federal grants and charges for services are accrued when their receipt occurs within sixty days after the end of the accounting period so as to be both measurable and available. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and capital leases are reported as other financing sources.

Proprietary Funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a Proprietary Fund's principal ongoing operations. Revenues and expenses not meeting this definition are reported as non-operating.

Financial Statement Amounts

Cash and Investments – Cash and investments represent the City's cash bank accounts including but not limited to certificates of deposit, money market funds and cash management pools for reporting purposes in the Statement of Cash Flows. Additionally, investments with maturities of three months or less when purchased are included as cash equivalents in the Statement of Cash Flows.

The City maintains a cash and investment pool that is available for use by all funds. Interest earnings as a result of this pooling are distributed to the appropriate funds based on month end cash balances in each fund.

Investments of the pool include only those investments authorized by the California Government Code such as, United States Treasury securities, agencies guaranteed by the United States Government, registered state warrants, and other investments. Investments primarily consist of deposits in the State of California Local Agency Investment Fund. Investments are stated at cost or amortized cost.

Accounts Receivable – Billed but unpaid services provided to individuals or non-governmental entities are recorded as accounts receivable. The Proprietary Funds include a year-end accrual for services through June 30, 2021, which have not yet been billed.

Fresno County is responsible for the assessment, collection and apportionment of property taxes for all taxing jurisdictions. Secured and unsecured property taxes are levied on January 1 of the preceding fiscal year. Secured property taxes are due in two installments, on November 1 and March 1, and become a lien on those dates. They become delinquent on December 10 and April 10, respectively. Collection of delinquent accounts is the responsibility of the County, which retains all penalties collected. Property taxes are accounted for in the General Fund. Property tax revenues are recognized when they become measurable and available to finance current liabilities. The City considers property taxes as available if they are collected within 60 days after year end. Property tax on the unsecured roll are due on July 1 and become delinquent if unpaid on August 31. However, unsecured property taxes are not susceptible to year end accrual.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

The City is permitted by Article XIII A of the State of California Constitution (known as Proposition 13) to levy a maximum tax of \$1.00 per \$100 of full cash value.

Interfund Receivables/Payables – Items classified as interfund receivable/payable represent short-term lending/borrowing transactions between funds. This classification also includes the current portion of an advance to or from another fund.

Advances To/From Other Funds – This classification represents non-current portions of any long-term lending/borrowing transactions between funds. This amount will be equally offset by a reserve of fund balance which indicates that it does not represent available financial resources and therefore, is not available for appropriation. The current portion of any interfund long-term loan (advance) is included as an interfund receivable/payable.

Capital Assets – Capital outlays are recorded as expenditures of the General, Special Revenue, and Capital Projects Funds and as assets in the Government-Wide Financial Statements to the extent the City's capitalization threshold are met.

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the Government-Wide Financial Statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Betterments and major improvements which significantly increase values, change capacities or extend useful lives are capitalized. Upon sale or retirement of fixed assets, the cost and related accumulated depreciation are removed from the respective accounts and any resulting gain or loss is included in the results of operations.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the primary government, as well as the component units, are depreciated using the straight line method over the following estimated useful lives:

<u>Depreciable asset</u>	<u>Years</u>
Buildings	10-40
Improvements	10-40
Machinery and equipment	3-20
Utility system	5-50
Infrastructure	15-50

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

Compensated Absences – It is the City's policy to permit all employees to accumulate earned but unused vacation and compensatory time benefits. Those employees on shift work schedules may also accumulate hours for holiday time benefits.

Vested or accumulated vacation, holiday and any compensation time that is expected to be paid with expendable available financial resources is reported as expenditure in the fund financial statements of the Governmental Fund that will pay for it. Amounts not expected to be liquidated with expendable available financial resources are reported in the Government-Wide Financial Statements.

Vested leave of Proprietary Funds are recorded as an expense and liability as the benefits accrue.

Sick leave can be accumulated, but vesting is limited and will not be paid upon termination. However, in past years unused sick leave could be used to pay post-employment health insurance. Two retirees carry unused benefits balances at year end and this amount is reported as a compensated absence liability. For this reason, the City does not accrue any costs relating to sick leave.

Unearned Revenue – Unearned revenue is that for which asset recognition criteria have been met, but for which revenue recognition criteria have not been met. The City typically records unearned revenue related to uncollected outstanding, performing loans and intergovernmental revenues (primary grants and subventions) received but not earned (qualifying expenditures not yet incurred).

Long-Term Obligations – In the Government-Wide Financial Statements, and Proprietary Fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or Proprietary Fund Type Statement of Net Position. Debt principal payments of both government and business-type activities are reported as decreases in the balance of the liability on the Statement of Net Position. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, however, debt principal payments of Governmental Funds are recognized as expenditures when paid. Governmental Fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Non-Current Governmental Assets/Liabilities – GASB Statement No. 34 eliminates the presentation of account groups, but provides for these records to be maintained and incorporates the information into the Governmental Activities column in the Government-Wide Statement of Net Position.

Pension Plan – All full-time City employees are members of the State of California Public Employees' Retirement System. The City's policy is to fund all pension costs accrued; such costs to be funded are determined annually as of July 1 by the System's actuary. See note 9 for further discussion.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

Bond Discount and Issuance Costs – For governmental funds, bond discounts, as well as issuance costs, are recognized during the current period. Bond proceeds are reported as other financing sources net of the applicable discount. Issuance costs, whether or not withheld from the actual net proceeds received, are reported as debt service expenditures. For business-type funds, bond discounts, are deferred and amortized over the life, of the bonds. Bonds payable are reported net of applicable bond discounts. Issuance costs are expensed.

Net Position/Fund Balance – The government-wide and business-type activities fund financial statements utilize a net position presentation. Net position are categorized as net investment in capital assets, restricted and unrestricted.

- *Net Investment in Capital Assets* – This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce the balance in this category.
- *Restricted Net Position* – This category presents external restrictions on net position imposed by creditors, grantors, contributors or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.
- *Unrestricted Net Position* – This category represents net position of the City, not restricted for any project or other purpose.

Fund Balance – In the fund financial statements, governmental fund balance is made up of the following components:

- *Nonspendable fund balance* typically includes inventories, prepaid items, and other items that must be maintained intact pursuant to legal or contractual requirements, such as endowments.
- *Restricted fund balance* category includes amounts that can be spent only for specific purposes imposed by creditors, grantors, contributors, or laws or regulations of other governments or through enabling legislations.
- *Committed fund balance* classification includes amounts that can be used only for the specific purposes determined by a formal action of the City Council. The City Council has the authority to establish, modify, or rescind a fund balance commitment.
- *Assigned fund balance* are amounts designated by the City Council for specific purposes and do not meet the criteria to be classified as restricted or committed.
- *Unassigned fund balance* is the residual classification that includes all spendable amounts in the General Fund not contained in other classifications.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

When expenditures are incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) fund balances are available, the City's policy is to apply restricted first. When expenditures are incurred for purposes for which committed, assigned, or unassigned fund balances are available, the City's policy is to apply committed fund balance first, then assigned fund balance, and finally unassigned fund balance.

Use of Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

Note 2 – Stewardship, Compliance and Accountability

California law authorizes the City to invest in obligations of the United States Treasury, agencies and instrumentalities, certificates of deposit or time deposits in banks and savings and loan associations which are insured by the Federal Deposit Insurance Corporation.

In accordance with applicable sections of the California Government Code and the Firebaugh Municipal Code, the City prepares and legally adopts an annual balanced budget on a basis consistent with accounting principles generally accepted in the United States of America. Annual appropriated budgets are adopted for the General Fund, specific Special Revenue Funds, and specific Capital Projects Funds. Budget plans are adopted for Proprietary Funds. A proposed budget is presented to the City Council during June of each year for review. The Council holds public hearings and may add to, subtract from, or change appropriations within the revenues and reserves estimated as available. Expenditures may not legally exceed budgeted appropriations at the fund level. Supplementary appropriations which alter the total expenditures of any fund, or expenditures in excess of total budgeted fund appropriations, must be approved by the City Council.

All annual appropriations lapse at fiscal year end to the extent they have not been expended or encumbered.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 3 – Cash and Investments

The City pools all of its cash and investments except those funds required to be held by outside fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash is allocated to the various funds on average cash balances. Interest income from cash investments held with fiscal agents is credited directly to the related funds.

Cash and investments as of June 30, 2021 are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 13,968,650
Fiduciary Funds:	
Cash and Investments	<u>570,128</u>
Total Cash and Investments	<u>\$ 14,538,778</u>

Cash and investments as of June 30, 2021 consist of the following:

Cash on hand	\$ 300
Deposits with Financial Institutions	11,754,192
Cash with Fiscal Agent	198,712
Local Agency Investment Fund	<u>2,585,574</u>
Total Cash and Investments	<u>\$ 14,538,778</u>

Fair Value Measurements

The framework for measuring fair value provides a fair value hierarchy that categorizes the inputs to valuation techniques used to measure fair value into three levels. The fair value hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described as follows:

- Level 1: Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2: Inputs to valuation methodology include inputs – other than quoted prices included within Level 1 – that are observable for an asset or liability, either directly or indirectly.
- Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 3 – Cash and Investments (Continued)

Fair Value Measurements (continued)

The asset's or liability's fair value measurement level within a fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

	Level 1	Level 2	Level 3	June 30, 2021 Balance
Investments by fair value level:				
Equity Securities:				
LAIF	\$ -	\$ 2,585,574	\$ -	\$ 2,585,574
Total Equity Securities	-	2,585,574	-	2,585,574
Cash and cash equivalents carried at cost:				
Bank Deposits and Cash on Hand				11,754,492
Cash with Fiscal Agent				198,712
Total Cash and Cash Equivalents carried at cost				11,953,204
Total Cash and Investments				\$ 14,538,778

Investments Authorized by the California Government Code and the City's Investment Policy

The table below identifies the investment types that are authorized for the City by the California Government Code (or the City's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. The City's investment policy does not contain any specific provisions intended to limit the City's exposure to interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code or the City's investment policy.

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum Percentage Allowed
U.S. Treasury Obligations	None	None	None
U.S. Agency Securities	None	AAA	None
Banker's Acceptances	1 year	None	None
Commercial Paper	None	A-1	None
Money Market Mutual Funds	None	A	None
Investment Contracts	None	None	None
Certificates of Deposits	1 year	A-1	None
Repurchase Agreements	30 days	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Municipal Bonds	None	None	None

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 3 – Cash and Investments (Continued)

Investments Authorized by Debt Agreements

Investments of debt proceeds held by bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy. The table below identifies the investment types that are authorized for investments held by the bond trustee. The table also identifies certain provisions of these debt agreements that address interest rate risk, credit risk, and concentration of credit risk.

Investment Type	June 30, 2021 Balance	Minimum Legal Rating	Rating of Year End
Equity Securities:			
LAIF	\$ 2,585,574	N/A	Not Rated
Total Equity Securities	<u>\$ 2,585,574</u>		

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. As of June 30, 2021 the City had the following investments.

Investment Type	June 30, 2021 Balance	Maturity Date
Equity Securities:		
LAIF	\$ 2,585,574	N/A
Total Equity Securities	<u>\$ 2,585,574</u>	

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 3 – Cash and Investments (Continued)

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating as of year-end for each investment type.

Authorized Investment Type	Maximum Maturity	Minimum Percentage of Portfolio	Maximum Percentage of Portfolio
Local Agency Bonds	1 year	None	None
U.S. Treasury Obligations	1 year	A	None
U.S. Agency Securities	1 year	None	None
Banker's Acceptances	180 days	None	40%
Commercial Paper	270 days	None	25%
Negotiable Certificates of Deposit	1 year	None	30%
Repurchase Agreements	90 days	None	None
Reverse Repurchase Agreements	92 days	None	20% of base value
Medium-Term Notes	5 years	A	30%
Mutual Funds	N/A	A	20%
Money Market Mutual Funds	N/A	A	20%
Mortgage Pass-Through Securities	5 years	AA	20%

Concentration of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. There are no investments in any one issuer that represent 5% or more of the total City investments.

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 3 – Cash and Investments (Continued)

The custodial risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF).

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

Note 4 – Notes Receivable

Revolving Loan Program – Long-term loans receivable of \$1,370,293 represent monies loaned to homebuyers in connection with a downpayment assistance programs. The loans are secured by real property with repayment due upon the sale of real property or starting at the end of the 30 year deferral period. At the time of sale, the seller pays the loan balance in full plus interest, ranging from 0% to 4%. For the homebuyer loan program, starting at the end of the 30 year deferral period, the borrower is required to repay the loan over the following 15 years.

Firebaugh San Joaquin Vista Associates – During fiscal year 2000, the Redevelopment Agency of the City of Firebaugh loaned Firebaugh San Joaquin Vista Associates \$200,000 as a subsidy in connection with a low income apartment. The note carries an interest rate of 3% and matures during 2055. The terms of the agreement specify that payments of the outstanding principal and accrued interest shall be paid annually in the amount equal to 30% of available project revenues. Payments made shall be credited first against accrued interest and then against outstanding principal. Balance at June 30, 2021 was \$190,977.

San Joaquin Development LLC – During fiscal year 2009, the Redevelopment Agency of the City of Firebaugh loaned San Joaquin Development LLC \$150,000 in connection with the construction of low-income condominiums. The note is non-interest bearing and is repayable upon sale of each unit at the rate of \$7,134 per unit. There have been no repayments on principal to date on this note.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 5 – Capital Assets

Capital asset activity for the year ended June 30, 2021, was as follows:

	Balance July 1, 2020	Additions	Retirements	Balance June 30, 2021
<u>Governmental Activities</u>				
Capital assets, not being depreciated				
Land	\$ 372,922	\$ -	\$ -	\$ 372,922
Construction in progress	606,438	4,785,139	-	5,391,577
Total capital assets, not being depreciated	979,360	4,785,139	-	5,764,499
Capital assets, being depreciated				
Buildings and improvements	2,474,857	-	-	2,474,857
Infrastructure	1,598,775	-	-	1,598,775
Machinery and equipment	2,686,277	17,330	-	2,703,607
Total capital assets, being depreciated	6,759,909	17,330	-	6,777,239
Less accumulated depreciation for:				
Buildings and improvements	(856,155)	(35,257)	-	(891,412)
Infrastructure	(209,115)	(39,432)	-	(248,547)
Machinery and equipment	(2,256,906)	(238,884)	-	(2,495,790)
Total accumulated depreciation	(3,322,176)	(313,573)	-	(3,635,749)
Total capital assets, being depreciated, net	3,437,733	(296,243)	-	3,141,490
Governmental activities capital assets, net	\$ 4,417,093	\$ 4,488,896	\$ -	\$ 8,905,989
<u>Business-Type Activities</u>				
Capital assets, not being depreciated				
Land	\$ 203,705	\$ -	\$ -	\$ 203,705
Construction in progress	3,225,827	747,339	-	3,973,166
Total capital assets, not being depreciated	3,429,532	747,339	-	4,176,871
Capital assets, being depreciated				
Buildings and infrastructure	24,284,841	-	-	24,284,841
Machinery and equipment	1,173,559	-	-	1,173,559
Total capital assets, being depreciated	25,458,400	-	-	25,458,400
Less: accumulated depreciation	(11,058,112)	(722,919)	-	(11,781,031)
Total capital assets, being depreciated, net	14,400,288	(722,919)	-	13,677,369
Business-type activities capital assets, net	\$ 17,829,820	\$ 24,420	\$ -	\$ 17,854,240

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 5 – Capital Assets (Continued)

Depreciation and amortization expense were charged to the following functions in the Statement of Activities:

Governmental Functions:

General Government	\$	27,791
Public Safety		128,648
Public Works		133,278
Parks and Community Services		23,856
	\$	<u>313,573</u>

Business-Type Functions:

Sewer	\$	243,069
Water		479,850
	\$	<u>722,919</u>

Note 6 – Long-term Liabilities

The City generally incurs long-term debt to finance projects or purchase assets which will have useful lives equal to or greater than the related debt. The City's debt transactions are summarized below and discussed in detail thereafter:

	Balance July 1, 2020	Additions	Retirements	Balance June 30, 2021	Current Portion
<u>Governmental Activity Long Term Debt</u>					
2019 Solar Project Equipment Lease	\$ 337,485	\$ -	\$ 6,705	\$ 330,780	\$ 14,155
2019 Fire Truck Lease	248,248	-	27,295	220,953	28,287
Net other post employment benefits	3,190,827	-	395,993	2,794,834	-
Net pension liability	<u>3,092,857</u>	<u>705,724</u>	<u>-</u>	<u>3,798,581</u>	<u>-</u>
Total Governmental Activity Debt	<u>\$ 6,869,417</u>	<u>\$ 705,724</u>	<u>\$ 429,993</u>	<u>\$ 7,145,148</u>	<u>\$ 42,442</u>
<u>Business-Type Activity Long Term Debt</u>					
Bonds payable:					
2013 Water Revenue Refunding Bond	\$ 1,086,069	\$ -	\$ 82,221	\$ 1,003,848	\$ 86,886
2016 Wastewater Refunding Bond	3,180,000	-	75,000	3,105,000	75,000
2016 Water Refunding Bond	3,570,000	-	85,000	3,485,000	90,000
2019 Water Solar Project Equipment Lease	2,585,271	-	51,363	2,533,908	108,433
2019 Wastewater Solar Project Equipment Lease	1,607,244	-	31,932	1,575,312	67,412
Net other post employment benefits	1,378,595	-	171,090	1,207,505	-
Net pension liability	<u>403,550</u>	<u>230,697</u>	<u>-</u>	<u>634,247</u>	<u>-</u>
Total Business-Type Activity Debt	<u>\$ 13,810,729</u>	<u>\$ 230,697</u>	<u>\$ 496,606</u>	<u>\$ 13,544,820</u>	<u>\$ 427,731</u>

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 6 – Long-Term Liabilities (Continued)

Long-term debt payable at June 30, 2021 was comprised of the following individual issues:

Governmental Activity Long Term Debt

2019 Solar Project Equipment Lease – In May 2019, The City entered into a capital lease arrangement to finance the acquisition of certain energy efficient equipment and improvements for the City. The lease obligation is accounted for as a capital lease where the related equipment and improvements to be acquired will become property of the City when all terms of the lease agreement are met. The stated interest under terms of the agreement varies between 2.05% and 4.00% with an average rate of 3.6%. Present value of the remaining payments as of June 30, 2021 is \$4,440,000, the City has determined future payments are to be made from the General Fund, Water Enterprise Fund, and Sewer Enterprise Fund in the amounts of \$330,780, \$2,533,908 and \$1,575,312, respectively. Semiannual debt service payments under the agreement start on February 1, 2020 and end on August 1, 2029, ranging from \$72,855 to \$170,379. As of June 30, 2021, the City had accumulated total capital expenditures of \$4,057,260 in Construction In Progress.

2019 Fire Truck Lease – In May 2018, The City entered into a capital lease arrangement to finance the acquisition of a Fire Truck. The lease obligation is accounted for as a capital lease where the related equipment acquired will become property of the City when all terms of the lease agreement are met. The stated interest rate under terms of the agreement is 3.6%, present value of minimum lease payments is \$300,000. Annual debt service payments of \$36,317 start on May 31, 2019 and conclude on May 31, 2028.

Business-Type Activity Long Term Debt

2013 Water Revenue Refunding Bond – In November 2013, the City issued revenue bonds in the amount of \$1,512,415. The funds were used for the purpose of refinancing the 2005 Water Revenue Bond. Principal and interest is payable semi-annually on December 1 and June 1 each year, with an interest rate of 3.85%.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 6 – Long-Term Liabilities (Continued)

2016 Water Refunding Bonds – In 2016 the City issued \$3,945,000 of Water Revenue Refunding Bonds. The proceeds of the issue were used to refinance the 2007 USDA Water Certificate of Participation. Interest on the Bond is payable semi-annually on November 1 and June 1 each year, with stated interest rates ranging from 2.00% to 4.00% per annum for an average coupon rate of 3.38%. Principal is paid annually on June 1. Pursuant to the provisions of the Bond agreement, the City has established a Rate Stabilization Fund and made an initial deposit of \$500,000 in fiscal year 2016-17, the fund has a current ending balance of \$135,000 at June 30, 2021. Debt service is secured by a pledge of net revenues of the City's Water System. The City covenants that it shall prescribe, revise and collect such charges for the services and facilities of the water system which shall produce revenues sufficient in each fiscal year to provide gross revenues which are sufficient to pay all water operation and maintenance costs and all bond installment payments and produce net water revenues equal to at least 1.25 times debt service coming due and payable during such fiscal year. The City is in compliance with those covenants as of June 30, 2021. Cash basis bonds debt service paid during the fiscal year ended June 30, 2021 totaled \$328,032. Total water system net revenues calculated in accordance with the covenants were \$815,161 and net revenue available for debt service was 2.49 times debt service at June 30, 2021.

2016 Wastewater Refunding Bonds – In 2016 the City issued \$3,415,000 of Wastewater Revenue Refunding Bonds. The proceeds of the issue were used for refinance of the 2008 USDA Sewer Loan Payable. Interest on the Bond is payable semi-annually on February 15 and August 15 each year, with stated interest rates ranging from 2.00% to 4.00% per annum for an average coupon rate of 3.38%. Principal is paid annually on August 15. The City covenants that it shall prescribe, revise and collect such charges for the services and facilities of the sewer system which shall produce revenues sufficient in each fiscal year to provide gross revenues which are sufficient to pay all sewer operation and maintenance costs and all bond installment payments and produce net sewer revenues equal to at least 1.25 times debt service coming due and payable during such fiscal year. The City is in compliance with those covenants as of June 30, 2021. Cash basis bond debt service paid during the fiscal year ended June 30, 2021 totaled \$180,338. Total sewer system net revenues calculated in accordance with the covenants were \$588,145 and net revenue available for debt service was 3.26 times debt service at June 30, 2021.

2019 Water Solar Project Equipment Lease – See 2019 Solar Project Equipment Lease under Governmental Activity Long Term Debt for general terms of the lease agreement. The portion of the total lease liability allocated to the Water Enterprise Fund is \$2,533,908.

2019 Wastewater Solar Project Equipment Lease – See 2019 Solar Project Equipment Lease under Governmental Activity Long Term Debt for general terms of the lease agreement. The portion of the total lease liability allocated to the Wastewater Enterprise Fund is \$1,575,312.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 6 – Long-Term Liabilities (Continued)

The annual requirement to amortize the principal and interest on all long-term debt at June 30, 2021 are as follows:

Years ending June 30,	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
2022	\$ 42,442	\$ 18,675	\$ 427,731	\$ 390,383
2023	43,470	17,356	432,304	378,439
2024	45,280	15,997	441,123	366,320
2025	46,384	14,588	455,579	353,953
2026	47,529	13,138	455,020	341,238
2027-2031	150,436	45,973	2,567,503	1,482,847
2032-2036	96,478	26,857	2,378,523	1,052,962
2037-2041	79,714	6,496	2,370,284	592,510
2042-2046	-	-	1,640,000	256,463
2047-2051	-	-	535,000	18,900
	<u>\$ 551,733</u>	<u>\$ 159,080</u>	<u>\$11,703,068</u>	<u>\$ 5,234,014</u>

Note 7 – Interfund Balances

Interfund balances as of June 30, 2021 consist of the following:

All balances reported as “due to/due from” are short-term loans to cover temporary fund cash shortages as of June 30, 2021, and were repaid early in fiscal year 2021.

	<u>Due From</u>	<u>Due To</u>
Major Funds:		
General Fund	\$ 3,470,018	\$ -
Community Development	-	3,470,018
	<u>\$ 3,470,018</u>	<u>\$ 3,470,018</u>

Balances reported as “advance to/advance from” were for capital project expenditures and have scheduled repayments in future years.

	<u>Advances From</u>	<u>Advances To</u>
Major Funds:		
General Fund	\$ -	\$ 815,007
Enterprise Funds:		
Sewer	735,007	-
Water	80,000	-
	<u>\$ 815,007</u>	<u>\$ 815,007</u>

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 8 – Deficit Fund Balance

Fund Balance Deficits – The Community Development Fund has a deficit fund balance as of June 30, 2021 of \$35,025. The deficit is expected to be relieved from future revenues or transfers from other funds.

Note 9 – Pension Plan

Plan Description – The City contributes to the California Public Employees' Retirement System (PERS), an agent multiple-employer public employee defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. PERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute and city ordinance. Copies of PERS' annual financial report may be obtained from their Executive Office - 400 P Street - Sacramento, CA 95814.

Funding Policy – Participants are required to contribute eight percent (nine percent for safety employees) of their annual covered salary. The City contributes the employees required share for administrative and public works employees and 5% and 4% of the police and dispatchers required share, respectively. The City is required to contribute at an actuarially determined rate; the current rate is 7.732 – 12.361 percent for non-safety employees and 13.044 – 21.746 percent for safety employees of annual covered payroll. The contribution requirements of plan members and the City are established and may be amended by PERS.

Benefits provided – CalPERs provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 9 – Pension Plan (continued)

The Plans' provisions and benefits in effect at June 30, 2021, are summarized as follows:

	Miscellaneous	Safety
	Prior to	Prior to
Hire Date	January 1, 2013	January 1, 2013
Benefit Formula	2.5% at 55; maximum 2% COLA	3.0% at 55; maximum 2% COLA
Benefit Vesting Schedule	5 years service	5 years service
Benefit Payments	monthly for life	monthly for life
Retirement Age	55	55
Monthly Benefits, as a % of Eligible Compensation	2.50%	3.00%
Required Employee Contribution Rates	8.00%	9.00%
Required Employer Contribution Rates	12.361%	21.746%

	PEPRA	
	Miscellaneous	PEPRA Safety
	On or After	On or After
Hire Date	January 1, 2013	January 1, 2013
Benefit Formula	2.0% at 62; maximum 2% COLA	2.7% at 57; maximum 2% COLA
Benefit Vesting Schedule	5 years service	5 years service
Benefit Payments	monthly for life	monthly for life
Retirement Age	62	57
Monthly Benefits, as a % of Eligible Compensation	2.00%	2.70%
Required Employee Contribution Rates	6.25%	11.50%
Required Employer Contribution Rates	7.732%	13.044%

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following the notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2021, the contributions recognized as part of the pension expense is as follows:

Contributions – employer	\$ 589,517
Contributions – employee	\$ 186,811

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 9 – Pension Plan (continued)

Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2021, the City reported net pension liabilities for its proportionate shares of the net pension liability as follows:

	Proportionate Share of Net Pension Liability
Miscellaneous	\$ 2,102,085
Safety	2,330,742
Total	<u>\$ 4,432,827</u>

The City's net pension liability is measured as the proportionate share of the net pension liability. The net pension liability of each Plan is measured as of June 30, 2019, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019 rolled forward to June 30, 2020 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for the Plan as of June 30, 2020 and 2021 was as follows:

	Miscellaneous	Safety
Proportion - June 30, 2020	0.04853%	0.03458%
Proportion - June 30, 2021	<u>0.04984%</u>	<u>0.03498%</u>
Change - Increase/(Decrease)	<u>0.00131%</u>	<u>0.00040%</u>

For the year ended June 30, 2021, the City recognized pension expense of \$880,379. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 589,517	\$ -
Change in employer's proportion	79,026	(8,147)
Differences between employer's contributions and proportionate share of contributions	-	(119,749)
Differences between expected and actual experience	289,063	-
Changes of assumptions	-	(22,749)
Differences between projected and actual investment earnings	<u>113,105</u>	<u>-</u>
Total	<u>\$ 1,070,711</u>	<u>\$ (150,645)</u>

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 9 – Pension Plan (continued)

Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

\$589,517 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows or resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30	
2022	\$ 60,995
2023	124,356
2024	89,854
2025	55,333
	<u>\$ 330,538</u>

Actuarial Methods and Assumptions – The collective total pension liability for the June 30, 2020 measurement period was determined by an actuarial valuation as of June 30, 2019, with update procedures used to roll forward the total pension liability to June 30, 2020. The collective total pension liability was based on the following assumptions:

Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Actuarial Cost Method	Entry-Age Normal Cost Method in accordance with the requirements of GASB Statement No. 68
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Payroll Growth	2.50%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table	Derived using CalPERS' Membership ¹ Date for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.5% until Purchasing Power Protection Allowance Floor on Purchasing Power applies

¹ The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 9 – Pension Plan (continued)

All other actuarial assumptions used in the June 30, 2018 valuation was based on the results of an December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015), including updates to salary increase, mortality and retirement rates. The Experience Study can be obtained at CalPERS' website.

Change of assumptions – None.

Discount rate – The discount rate used to measure the total pension liability for PERF C was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected rate of returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The long-term expected real rates of return by asset class can be found in CalPERS' Comprehensive Annual Financial Report for the fiscal year ended June 30, 2020.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 9 – Pension Plan (continued)

The table below reflects long-term expected real rates of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. The geometric rates of return are net of administrative expenses.

¹ Asset Class	New Strategic Allocation	Real Return Years 1-10 ²	Real Return ³ Years 11+
Global Equity	50%	4.80%	5.98%
Fixed Income	28%	1.00%	2.62%
Inflation Assets	0%	0.77%	1.81%
Private Equity	8%	6.30%	7.23%
Real Estate	13%	3.75%	4.93%
Infrastructure and Forestland	0%	0.00%	0.00%
Liquidity	1%	0.00%	-0.92%
Total	100%		

¹In the System's CAFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities

²An expected inflation of 2.0% used for this period

³ An expected inflation of 2.92% used for this period

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability for each Plan, calculating using the discount rate of each Plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.15%) or 1-percentage point higher (8.15%) than the current rate:

	1% Decrease (6.15%)	Current Discount Rate (7.15%)	1% Increase (8.15%)
Miscellaneous	\$ 3,205,910	\$ 2,102,085	\$ 1,190,030
Safety	\$ 3,639,926	\$ 2,330,742	\$ 1,256,402

Pension Plan Fiduciary Net Position – Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

Payable to the Pension Plan

At June 30, 2021, the City has no reported outstanding amount of contributions payable to the pension plan required for the year ended June 30, 2021.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 10 – Post-Employment Health Care Benefits

Plan Description

The City reported that the only OPEB provided is medical plan coverage.

Medical coverage is currently provided through CalPERS as permitted under the Public Employees' Medical and Hospital Care Act (PEMHCA). This coverage requires the employee to satisfy the requirements for retirement under CalPERS, which requires (1) attainment of age 50 (age 52, if a new miscellaneous member to PERS on or after January 1, 2013) with 5 years of State or public agency service or (2) an approved disability retirement.

As a PEMHCA employer, the City is obligated to contribute toward the cost of retiree medical coverage for the retiree's lifetime or until coverage is discontinued. This City most recently executed resolution with CalPERS defines the level of the City's contribution to be 100% of the retiree's monthly medical premium, but not more than \$347.77 per month.

Employees Covered

Membership in the plan consisted of the following at June 30, 2021:

Summary of Plan Member Counts	
Number of active plan members	36
Number of inactive plan members currently receiving benefits	7
Number of inactive plan members entitled but not receiving benefits	0

Contributions

The contribution requirements of plan members and the City are established and may be amended by the City. The City determines the required contributions using the Entry Age Normal Cost Method. The required contribution is based on projected pay-as-you-go financing requirements.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 10 – Post-Employment Health Care Benefits (Continued)

Actuarial Assumptions

The City's net OPEB liability was measured as of June 30, 2020, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation date as of June 30, 2020.

Valuation Date	6/30/2020
Funding Method	Entry Age Normal Cost, level percent of pay
Asset Valuation Method	Market Value (\$0, plan is not yet funded)
Actuarial Assumptions:	
Discount Rate	2.66% as of June 30, 2020 2.55% as of June 30, 2019
Inflation Rate	2.50%
Salary Increase	3.00%
Health Cost Trend Rates	5.8% in 2021, fluctuating down to 4.0% by 2076
Retirement age	From ages 50 to 75
Mortality	CalPERS 2017 Experience Study
Mortality Improvement	MW Scale 2020 Generationally

Long Term Expected Rate of Return

Not applicable, the City has reported no plan assets as of June 30, 2021.

Discount Rate

The rate of return is based on a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 10 – Post-Employment Health Care Benefits (Continued)

Changes in the Net OPEB Liability

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
	(a)	(b)	(a) - (b)
Balance at 06/30/20 (Measurement Date)	\$ 4,569,422	\$ -	\$ 4,569,422
Changes for the year:			
Service cost	341,639	-	341,639
Interest	136,485	-	136,485
Differences between expected and actual experience	(208,191)	-	(208,191)
Changes of assumptions	(798,744)	-	(798,744)
Contributions - employer	-	38,271	(38,271)
Benefit payments	(38,271)	(38,271)	-
Net changes	(567,082)	-	(567,082)
Balance at 06/30/21 (Measurement Date)	\$ 4,002,340	\$ -	\$ 4,002,340

The only assumption change reflected during this period is the change in the discount rates as required by GASB 75.

Sensitivity of the City's Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the City, as well as what the net OPEB liability would be if it were calculated using a discount rate that is 1 percentage-point lower or 1 percentage-point higher than the current rate:

	1% Decrease (1.66%)	Discount Rate (2.66%)	1% Increase (3.66%)
Net OPEB liability	\$ 4,887,917	\$ 4,002,340	\$ 3,318,373

Sensitivity of the City's Net OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the net OPEB liability of the City, as well as what the net OPEB liability would be if it were calculated using a healthcare cost trend rate that is 1 percentage-point lower or 1 percentage-point higher than the current rate:

	Current Trend -1%	Current Trend	Current Trend +1%
Net OPEB liability	\$ 3,187,337	\$ 4,002,340	\$ 5,111,945

Healthcare cost trend rate was assumed to start at 5.8% (effective January 1, 2021) and grade down to 4% for years 2076 and thereafter.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 10 – Post-Employment Health Care Benefits (Continued)

OPEB Expense and Deferred Outflows/Inflows Related to OPEB

For the year ended June 30, 2021, the City recognized OPEB expense of \$384,750. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB contributions subsequent to measurement date	\$ 44,420	\$ -
Assumption changes	242,041	(913,244)
Differences between expected and actual experience	-	(188,790)
	<u>\$ 286,461</u>	<u>\$ (1,102,034)</u>

The City will recognize the deferred contributions in the next fiscal year. Other amounts reported as deferred outflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ended June 30:	
2022	\$ (93,375)
2023	(93,375)
2024	(93,375)
2025	(93,375)
2026	(93,375)
Thereafter	(393,118)
Total	<u>\$ (859,993)</u>

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 11 – Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows or resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and thus, will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items to report in this category:

- The City has \$1,070,711 in pension related items that qualify to be reported in deferred outflows of resources. The pension related deferred outflows of resources are described in Note 9.
- The City has \$286,461 in other post-employment benefit related items that qualify to be reported in deferred outflows of resources. The other post-employment benefit related deferred outflows of resources are described in Note 10.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represent an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has three items to report in this category:

- The City has \$150,645 in pension related items that qualify to be reported in deferred inflows of resources. The pension related deferred inflows of resources are described in Note 9.
- The City has \$1,102,034 in other post-employment benefit related items that qualify to be reported in deferred inflows of resources. The other post-employment benefit related deferred inflows of resources are described in Note 10.
- Unavailable revenues arise only under a modified accrual basis of accounting and is reported only in the governmental funds balance sheet. The City has \$1,711,270 in notes and loans receivable reported in the Housing Fund as deferred inflows of resources reported for unavailable revenues.

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 12 – Risk Management

The City participates with other public entities in a joint venture under a joint powers agreement which establishes the Central San Joaquin Valley Risk Management Authority (CSJVRMA). The relationship between the City and CSJVRMA is such that CSJVRMA is not a component unit of the City for financial reporting purposes.

The City is covered for the first \$1,000,000 of each general liability claim and \$500,000 of each worker's compensation claim through the CSJVRMA. The City has the right to receive dividends or the obligation to pay assessments based on a formula which, among other expenses, charges the City's account for liability losses under \$10,000 and workers' compensation losses under \$10,000. The CSJVRMA purchases excess reinsurance from \$1,000,000 to \$15,000,000. The CSJVRMA participates in an excess pool which provides Workers' Compensation coverage from \$500,000 to \$1,500,000 and purchases excess reinsurance above \$1,500,000 to the statutory limit.

The CSJVRMA is a consortium of 55 cities in San Joaquin Valley, California. It was established under the provisions of California Government Code Section 6500, et. seq. The CSJVRMA is governed by a Board of Directors, which meets three to four times each year, consisting of one member appointed by each member city. The day-to-day business is handled by a management group employed by the CSJVRMA. The financial statements of CSJVRMA can be obtained at 1831 K Street, Sacramento, CA 95814.

The latest audited financial information and the most current information available for CSJVRMA for fiscal year ended June 30, 2020 is as follows:

Total assets	\$ 140,373,479
Total liabilities	<u>120,609,137</u>
Net position	<u>\$ 19,764,342</u>
Total revenues	\$ 58,244,856
Total expenses	<u>57,261,330</u>
Increase/(decrease) in net position	<u>\$ 983,526</u>

CITY OF FIREBAUGH

NOTES TO BASIC FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2021

Note 13 – Stewardship, Compliance and Accountability

Excess of expenditures over appropriations – The following funds incurred expenditures in excess of appropriations in the following amounts for the year ended June 30, 2021:

General Fund:

Current

General government	\$ (179,666)
Public protection	\$ (157,698)
Community development	\$ (172,926)
Capital outlay	\$ (192,219)
Debt Service	
Principal	\$ (34,000)

Community Development Fund:

Capital outlay	\$(2,069,742)
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The excess expenditures were covered by excess revenues during the fiscal year.

Note 14 – Contingencies

Federal and State Government Programs – The City participates in several federal and state grant programs. These programs have been audited, as needed, in accordance with the provisions of the Uniform Guidance and applicable state requirements. No cost disallowances were proposed as a result of these audits. However, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures, which may be disallowed by the granting agencies, cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

Note 15 – Subsequent Events

The City evaluated subsequent events for recognition and disclosure through February 24, 2022 the date which these financial statements were available to be issued. Management concluded that no material subsequent events have occurred since June 30, 2021 that required recognition or disclosure in such financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF FIREBAUGH

BUDGETARY COMPARISON SCHEDULE GENERAL FUND YEAR ENDED JUNE 30, 2021

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive/ (Negative)
Revenue				
Taxes	\$ 2,491,490	\$ 2,491,490	\$ 3,381,555	\$ 890,065
Licenses and permits	228,290	228,290	639,801	411,511
Intergovernmental	394,649	394,649	454,814	60,165
Charges for services	612,445	612,445	647,731	35,286
Fines and forfeitures	20,000	20,000	35,989	15,989
Investment income	25,680	25,680	10,320	(15,360)
Other	176,055	176,055	144,734	(31,321)
Total revenue	<u>3,948,609</u>	<u>3,948,609</u>	<u>5,314,944</u>	<u>1,366,335</u>
Expenditures				
Current				
General government	275,357	275,357	455,023	(179,666)
Public ways and facilities	808,925	808,925	667,044	141,881
Public protection	2,149,480	2,149,480	2,307,178	(157,698)
Culture and recreation	318,324	318,324	143,456	174,868
Community development	220,006	220,006	392,932	(172,926)
Capital outlay	5,300	5,300	197,519	(192,219)
Debt Service				
Principal	-	-	34,000	(34,000)
Interest	36,317	36,317	19,820	16,497
Total expenditures	<u>3,813,709</u>	<u>3,813,709</u>	<u>4,216,972</u>	<u>(403,263)</u>
Revenue over (under) expenditures	134,900	134,900	1,097,972	963,072
Other Financing Sources/(Uses)				
Sales of assets	600	600	50	(550)
Total other financing sources/(uses)	<u>600</u>	<u>600</u>	<u>50</u>	<u>(550)</u>
Net Change in Fund Balance	<u>\$ 135,500</u>	<u>\$ 135,500</u>	<u>1,098,022</u>	<u>\$ 962,522</u>
Fund Balance				
Beginning of year			5,289,220	
End of year			<u>\$ 6,387,242</u>	

CITY OF FIREBAUGH

BUDGETARY COMPARISON SCHEDULE COMMUNITY DEVELOPMENT FUND YEAR ENDED JUNE 30, 2021

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive/ (Negative)
Revenue				
Intergovernmental	\$ 8,917,096	\$ 8,917,096	\$ 6,937,820	\$ (1,979,276)
Total revenue	<u>8,917,096</u>	<u>8,917,096</u>	<u>6,937,820</u>	<u>(1,979,276)</u>
Expenditures				
Current				
Community development	4,406,226	4,406,226	2,707,210	1,699,016
Capital outlay	<u>2,160,870</u>	<u>2,160,870</u>	<u>4,230,612</u>	<u>(2,069,742)</u>
Total expenditures	<u>6,567,096</u>	<u>6,567,096</u>	<u>6,937,822</u>	<u>(370,726)</u>
Revenue over (under) expenditures	<u>2,350,000</u>	<u>2,350,000</u>	(2)	<u>(2,350,002)</u>
Net Change in Fund Balance	<u>\$ 2,350,000</u>	<u>\$ 2,350,000</u>	(2)	<u>\$ (2,350,002)</u>
Fund Balance				
Beginning of year			<u>(35,023)</u>	
End of year			<u>\$ (35,025)</u>	

CITY OF FIREBAUGH

SCHEDULE OF CHANGES IN CITY'S NET OPEB LIABILITY AND RELATED RATIOS LAST 10 YEARS* AS OF JUNE 30, 2021

Fiscal Year Ending	2021	2020	2019	2018
<i>Measurement Date</i>	6/30/2020	6/30/2019	6/30/2018	6/30/2017
<i>Discount Rate on Measurement Date</i>	2.66%	2.79%	2.98%	3.13%
Total OPEB liability				
Service cost	\$ 341,640	\$ 313,522	\$ 286,261	\$ 314,831
Interest	136,485	127,822	1,116,721	98,956
Differences between expected and actual experience	(208,193)			
Changes of assumptions	(798,744)	165,842	159,327	(320,608)
Net investment income				
Net change in total OPEB liability	(567,083)	580,043	1,530,730	68,988
Total OPEB liability - beginning	4,569,422	3,989,379	3,458,649	3,389,661
Total OPEB liability - ending	\$ 4,002,339	\$ 4,569,422	\$ 4,989,379	\$ 3,458,649
<i>Covered-employee payroll</i>	\$ 2,153,482	\$ 2,056,534	\$ 2,004,877	\$ 1,976,550
<i>Net OPEB liability as a % of covered payroll</i>	186%	222%	249%	175%

Notes to Schedule:

Changes of assumptions : Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. Discount rates used in each period are illustrated above.

* GASB 75 requires presentation of the 10-year history of changes in the Net OPEB Liability. Only results for years since GASB 75 was implemented are shown in the table.

CITY OF FIREBAUGH

SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF NET PENSION LIABILITY LAST 10 YEARS* AS OF JUNE 30, 2021

Miscellaneous								
Proportion of the net pension liability	Proportionate share of the net pension liability	Covered - employee payroll	Proportionate share of the net pension liability as a percentage of covered-employee payroll		Plan's fiduciary net position	Plan's fiduciary net position as a percentage of the Total Pension Liability		
2015	0.04155%	\$ 1,026,968	\$ 1,142,658	89.88%	\$ 4,258,380	80.57%		
2016	0.04681%	\$ 1,284,149	\$ 1,185,040	108.36%	\$ 4,422,483	77.50%		
2017	0.04584%	\$ 1,592,387	\$ 1,135,047	140.29%	\$ 4,509,211	73.90%		
2018	0.04647%	\$ 1,831,727	\$ 1,085,707	168.71%	\$ 4,859,986	72.63%		
2019	0.04743%	\$ 1,787,565	\$ 1,112,066	160.74%	\$ 5,465,496	75.35%		
2020	0.03340%	\$ 1,337,483	\$ 1,182,459	113.11%	\$ 5,679,947	80.94%		
2021	0.04984%	\$ 2,102,085	\$ 1,236,894	169.95%	\$ 6,192,635	74.66%		
Safety								
Proportion of the net pension liability	Proportionate share of the net pension liability	Covered - employee payroll	Proportionate share of the net pension liability as a percentage of covered-employee payroll		Plan's fiduciary net position	Plan's fiduciary net position as a percentage of the Total Pension Liability		
2015	0.04123%	\$ 1,546,431	\$ 799,827	193.35%	\$ 5,122,434	76.81%		
2016	0.03571%	\$ 1,471,316	\$ 692,501	212.46%	\$ 5,447,021	78.73%		
2017	0.03579%	\$ 1,853,650	\$ 692,040	267.85%	\$ 5,543,143	74.94%		
2018	0.03484%	\$ 2,081,461	\$ 683,756	304.42%	\$ 6,046,601	74.39%		
2019	0.03472%	\$ 2,036,936	\$ 726,367	280.43%	\$ 6,665,456	76.59%		
2020	0.03458%	\$ 2,158,923	\$ 740,988	291.36%	\$ 6,988,249	76.40%		
2021	0.03498%	\$ 2,330,725	\$ 771,654	302.04%	\$ 7,309,665	75.82%		

*Fiscal year 2014-15 was the first year of implementation, therefore only seven years are shown.

Changes of Assumptions: None.

CITY OF FIREBAUGH

SCHEDULE OF CONTRIBUTIONS LAST 10 YEARS* AS OF JUNE 30, 2021

	Contractually required contribution (actuarially determined)	Contributions in relation to the actuarially determined contributions	Contributions deficiency (excess)	Covered-employee payroll	Contributions as a percentage of covered-employee payroll
Miscellaneous:					
2015	\$ 115,154	\$ (115,154)	\$ -	\$ 1,142,658	10.85%
2016	\$ 200,112	\$ (200,112)	\$ -	\$ 1,185,040	10.85%
2017	\$ 178,195	\$ (178,195)	\$ -	\$ 1,135,047	15.70%
2018	\$ 194,343	\$ (194,343)	\$ -	\$ 1,085,707	17.90%
2019	\$ 195,432	\$ (195,432)	\$ -	\$ 1,112,066	17.57%
2020	\$ 224,323	\$ (224,323)	\$ -	\$ 1,182,459	18.97%
2021	\$ 257,851	\$ (257,851)	\$ -	\$ 1,236,894	20.85%
Safety:					
2015	\$ 145,022	\$ (145,022)	\$ -	\$ 799,827	18.13%
2016	\$ 234,881	\$ (234,881)	\$ -	\$ 692,501	33.92%
2017	\$ 224,508	\$ (224,508)	\$ -	\$ 692,040	32.44%
2018	\$ 240,914	\$ (240,914)	\$ -	\$ 683,756	35.23%
2019	\$ 260,485	\$ (260,485)	\$ -	\$ 726,367	35.86%
2020	\$ 297,385	\$ (297,385)	\$ -	\$ 740,988	40.13%
2021	\$ 261,485	\$ (261,485)	\$ -	\$ 771,654	33.89%

*Fiscal year 2014-15 was the first year of implementation, therefore only seven years are shown.

SUPPLEMENTAL ONLY INFORMATION

CITY OF FIREBAUGH

COMBINING BALANCE SHEET NON-MAJOR GOVERNMENTAL SPECIAL REVENUE FUNDS JUNE 30, 2021

	Gas Tax	Local Transportation	Measure C Funds	Landscape Maintenance	Public Safety	SB1	Total
ASSETS							
Cash and investments	\$ 196,943	\$ 479,031	\$ 908,012	\$ 10,054	\$ 234,979	\$ 207,158	\$ 2,036,177
Due from other governments	-	43,606	31,790	-	41,018	26,962	143,376
Total assets	196,943	522,637	939,802	10,054	275,997	234,120	2,179,553
LIABILITIES AND FUND BALANCE							
Liabilities							
Accounts payable and accrued expense	14,365	21,408	53,339	612	10,628	139,127	239,479
Accrued salaries and benefits	1,402	3,972	7,221	507	2,075	-	15,177
Total liabilities	15,767	25,380	60,560	1,119	12,703	139,127	254,656
Fund Balance							
Restricted							
Public ways and facilities	181,176	497,257	879,242	8,935	-	94,993	1,661,603
Public safety programs	-	-	-	-	263,294	-	263,294
Total fund balance	181,176	497,257	879,242	8,935	263,294	94,993	1,924,897
Total liabilities and fund balance	\$ 196,943	\$ 522,637	\$ 939,802	\$ 10,054	\$ 275,997	\$ 234,120	\$ 2,179,553

CITY OF FIREBAUGH

COMBINING STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE NON-MAJOR GOVERNMENTAL SPECIAL REVENUE FUNDS YEAR ENDED JUNE 30, 2021

	Gas Tax	Local Transportation	Measure C Funds	Landscape Maintenance	Public Safety	SB1	Total
Revenue							
Taxes and assessments	\$ -	\$ -	\$ -	\$ 38,214	-	\$ -	\$ 38,214
Intergovernmental	176,185	117,920	305,736	-	228,677	147,956	976,474
Investment income	512	1,181	1,237	166	474	-	3,570
Total revenue	<u>176,697</u>	<u>119,101</u>	<u>306,973</u>	<u>38,380</u>	<u>229,151</u>	<u>147,956</u>	<u>1,018,258</u>
Expenditures							
Current							
Public ways and facilities	118,455	126,837	136,198	35,027	-	28,627	445,144
Public safety	-	-	-	-	136,179	-	136,179
Capital outlay	<u>18,708</u>	<u>27,513</u>	<u>46,968</u>	<u>-</u>	<u>18,503</u>	<u>138,760</u>	<u>250,452</u>
Total expenditures	<u>137,163</u>	<u>154,350</u>	<u>183,166</u>	<u>35,027</u>	<u>154,682</u>	<u>167,387</u>	<u>831,775</u>
Revenue over (under) expenditures	39,534	(35,249)	123,807	3,353	74,469	(19,431)	186,483
Change in Fund Balance	39,534	(35,249)	123,807	3,353	74,469	(19,431)	186,483
Fund Balance							
Beginning of year	<u>141,642</u>	<u>532,506</u>	<u>755,435</u>	<u>5,582</u>	<u>188,825</u>	<u>114,424</u>	<u>1,738,414</u>
End of year	<u>\$ 181,176</u>	<u>\$ 497,257</u>	<u>\$ 879,242</u>	<u>\$ 8,935</u>	<u>\$ 263,294</u>	<u>\$ 94,993</u>	<u>\$ 1,924,897</u>

CITY OF FIREBAUGH

SCHEDULE OF NET REVENUE AVAILABLE FOR DEBT SERVICE JUNE 30, 2021

	Business-Type Activities - Enterprise Funds	
	Sewer	Water
Operating Revenue		
Charges for services	\$ 1,552,507	\$ 1,841,325
Waste Discharge fees	14,406	-
Toma Tek Service and Reimbursement Revenue	77,615	-
Other revenue/(expenses)	(122)	14,081
Total Available Revenues	<u>1,644,406</u>	<u>1,855,406</u>
Operating Expense		
Personnel	650,054	582,714
Utilities	65,441	154,771
Supplies and materials	59,622	109,242
Maintenance and operations	82,331	77,598
Contractual services	128,353	68,761
Other expenses	77,275	54,953
Total operations and maintenance	<u>1,063,076</u>	<u>1,048,039</u>
Nonoperating Revenue/(Expense)		
Investment income	6,815	7,794
Total nonoperating revenue/(expense)	<u>6,815</u>	<u>7,794</u>
Total Net Revenue Available for Debt Service	588,145	815,161
Debt Service Requirements		
2013 Water Revenue Refunding Bond	-	123,244
2016 Water Refunding Bond - Series 2016A	-	204,788
2016 Wastewater Refunding Bond - Series 2016A	180,338	-
Total Debt Service	<u>180,338</u>	<u>328,032</u>
Net Revenue after Debt Service	<u>\$ 407,807</u>	<u>\$ 487,129</u>
Debt Service Coverage Ratio	3.26	2.49
Rate Stabilization Fund:		
Beginning balance at July 1, 2020	\$ -	\$ 135,000
Transfer to Water Enterprise Fund	-	-
Ending balance at June 30, 2021	<u>\$ -</u>	<u>\$ 135,000</u>

BRYANT L. JOLLEY

CERTIFIED PUBLIC ACCOUNTANTS

Bryant L. Jolley C.P.A.
Ryan P. Jolley C.P.A.
Darryl L. Smith C.P.A.
Luis A. Perez C.P.A.
Lan T. Kimoto

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and City Council
City of Firebaugh, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Firebaugh, California, (the "City") as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise City's basic financial statements, and have issued our report thereon dated February 24, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. Accordingly, we do not express an opinion on the effectiveness of City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

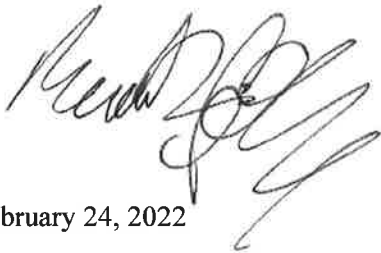
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink, appearing to be "Michael J. [unclear]", written in a cursive style.

February 24, 2022

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

To the Honorable Mayor and City Council
City of Firebaugh, California

Report on Compliance for Each Major Federal Program

We have audited the City of Firebaugh's (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended June 30, 2021. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in dark ink, appearing to be "Kendall J. [unclear]", is written over the date.

February 24, 2022

CITY OF FIREBAUGH

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS YEAR ENDED JUNE 30, 2021

Federal Grantor/Pass-through Grantor/Program Title	Federal CFDA Number	Agency or Pass-through Number	Federal Expenditures
U.S. Department of Housing and Urban Development (HUD)			
Passed through California Department of Housing and Community Development			
Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii	14.228	17-CDBG-12016	\$ 5,112,228
Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii	14.228	18-CDBG-12911	28,234
Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii	14.228	20-CDBG-12000	<u>1,345,358</u>
Total Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii			<u>6,485,820</u>
Total U.S. Department of Housing and Urban Development (HUD)			<u>6,485,820</u>
U.S. Department of Transportation Highway Planning and Construction			
Passed through State of California Department of Transportation			
Highway Planning and Construction	20.205	STPL-5224(024)	237,941
Highway Planning and Construction	20.205	STPL-5224(025)	173,207
Highway Planning and Construction	20.205	CML-5224(023)	13,488
Highway Planning and Construction	20.205	CML-5224(026)	9,743
Highway Planning and Construction	20.205	CML-5224(027)	<u>7,268</u>
Total Highway Planning and Construction			<u>441,647</u>
Total U.S. Department of Transportation Highway Planning and Construction			<u>441,647</u>
U.S. Department of the Treasury			
Passed through State of California Department of Finance			
COVID-19 Coronavirus Relief Fund	21.019		98,542
Passed through County of Fresno			
COVID-19 Coronavirus Relief Fund	21.019		<u>132,505</u>
Total COVID-19 Coronavirus Relief Fund			<u>231,047</u>
Total U.S. Department of the Treasury			<u>231,047</u>
<i>Total Federal Expenditures</i>			<u>\$ 7,158,514</u>

CITY OF FIREBAUGH

NOTES SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS YEAR ENDED JUNE 30, 2021

Note 1 – Significant Accounting Policies

The accompanying Schedule of Expenditures of Federal Awards (SEFA) presents the activity of all federal award programs of the City of Firebaugh, California (the City). Federal awards received directly from federal agencies as well as federal awards passed through other nonfederal agencies, primarily the State of California, are included in the SEFA. The City's reporting entity is defined in Note 1 to the City's basic financial statements.

Note 2 – Basis of Accounting

The accompanying SEFA is presented using the modified accrual basis of accounting for grants accounted for in the governmental fund types and the accrual basis of accounting for grants accounted for in the proprietary fund types, as described in Note 1 to the City's basic financial statements. The information in the SEFA is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in, or used in the preparation of, the SEFA may differ from amounts presented in the basic financial statements.

Note 3 – Catalog of Federal Domestic Assistance (CFDA) Numbers

The CFDA numbers included in the accompanying SEFA were determined based on program name, review of grant contract information, and the Office of Management and Budget's Catalog of Federal Domestic Assistance.

Note 4 – Relationship to the Financial Statements

Expenditures of federal awards are reported in the City's basic financial statements as expenditures/expenses in the General Fund, nonmajor special revenue funds, nonmajor capital project funds, and the enterprise funds.

Note 5 – Indirect Cost Rate

The City did not elect to use the 10% de minimus cost rate as covered in 2 CFR §200.414.

CITY OF FIREBAUGH

SCHEDULE OF FINDINGS AND QUESTIONED COSTS YEAR ENDED JUNE 30, 2021

A. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

- Material weaknesses identified? ☐ Yes ☒ No
- Significant deficiencies identified that are not considered to be material weaknesses? ☐ Yes ☒ None reported
- Non-compliance material to financial statements noted? ☐ Yes ☒ No

Federal Awards

Internal control over major programs:

- Material weaknesses identified? ☐ Yes ☒ No
- Significant deficiencies identified that are not considered to be material weaknesses? ☐ Yes ☒ None reported

Type of auditor's report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

☐ Yes ☒ No

Identification of Major Programs

CFDA Number

14.228

Name of Federal Program or Cluster

Community Development Block Grant/State's Program and Non-Entitlement Grants in Hawaii

Dollar threshold used to distinguish between Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee?

☐ Yes ☒ No

B. Findings – Financial Statements Audit

None noted.

C. Findings and Questioned Costs – Major Federal Award Programs Audit

None noted.

CITY OF FIREBAUGH

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS YEAR ENDED JUNE 30, 2021

Summary Schedule of Prior Audit Findings

There were no prior year audit findings.

CITY OF FIREBAUGH
MANAGEMENT REPORT
FOR THE YEAR ENDED JUNE 30, 2021

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Required Communications	1 - 3

BRYANT L. JOLLEY

CERTIFIED PUBLIC ACCOUNTANTS

Bryant L. Jolley C.P.A.
Ryan P. Jolley C.P.A.
Darryl L. Smith C.P.A.
Luis A. Perez C.P.A.
Lan T. Kimoto

To the Honorable Mayor and City Council
City of Firebaugh, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Firebaugh for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and, if applicable, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 10, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2021. We noted no transactions entered into by City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Management has determined the economic useful lives of fixed assets based on past history of similar types of assets, future plans as to their use, and other factors that impact their economic value to the City. We evaluated the key factors and assumptions used by management in computing depreciation expense and believe that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the allowance for doubtful accounts is based on an evaluation of collectability primarily focused on past due accounts. We evaluated the key factors and assumptions used to develop the allowance for doubtful accounts in determining that it is reasonable in relation to the financial statements as a whole.

Management's estimate of the net pension liability and Net OPEB liability and related deferrals is based on actuarial valuations which include significant assumptions regarding discount rate, inflation, payroll growth, projected salary increases and investment rate of return. We evaluated the key factors and assumptions used to develop the liability and related deferrals in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 24, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City of Firebaugh's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City of Firebaugh's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

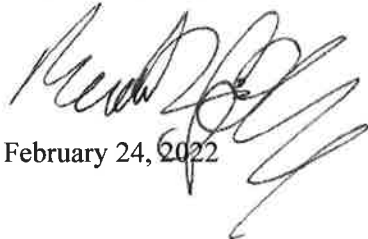
We applied certain limited procedures to the Budgetary Comparison Schedules, Proportionate Share of Net Pension Liability, and Schedule of Contributions which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information, as listed in the table of contents, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the City Council and management of City of Firebaugh and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in dark ink, appearing to be "Michael J. [unclear]", written over the date.

February 24, 2022

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 22/02-07

**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: February 7, 2022/6:00 p.m.

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

ROLL CALL Mayor Brady Jenkins
Mayor Pro Tem Felipe Pérez
Council Member Elsa Lopez
Council Member Freddy Valdez

ABSENT: Council Member Marcia Sablan

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 Planner, Karl Schoettler, Deron Colby, Josh Black, Lovie Sidhu, Manny, Beeta Pishch, Joey Daggett, Bethany Matos (WHC), Marc Benjamin (Brian Pacheco's Office), Frank Kavanaugh, Barigye McCoy Amy Fleming, & others.

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

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Sablan, second by Council Member Valdez, motion passed by 5-0 vote.

PUBLIC COMMENT None

PRESENTATION None

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council regular meeting on January 3, 2022.

Motion to approve Consent Calendar by Council Member Lopez, second by Council Member Valdez, motion passed by 5-0 vote.

PUBLIC HEARING

2. MOTION TO RENEW CONSIDERATION OF ORDINANCE NO. 22-01 AND CONSIDERATION OF ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND ELEMENT 7 LLC – SECOND READING.

Motion to renew consideration of Ord. No. 22-01 by Council Member Valdez, second by Council Member Sablan, motion passed by 5-0 vote.

Opening hearing at 6:08 pm – No comment given – Close hearing at 6:09 pm

Motion to approve Ord. No. 22-01 by Council Member Valdez, second by Council Member Sablan, motion passed by 3-2 vote. Jenkins and Lopez – no vote.

3. ORDINANCE NO. 22-02 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING MUNICIPAL CODE SECTION 25-41.13.6 RELATING TO LIMITED COMMERCIAL CANNABIS OPERATIONS PURSUANT TO REGULATORY PERMIT-FIRST READING.

Attorney Sanchez reported amendments via Ordinance No 22-02, adding hot houses & all Development Agreements will no longer go before the Planning Commission for approval, all Development Agreements will only be approved by the City Council. Opening hearing at 6:14 pm – No public comment given. – Close hearing at 6:15 pm

Motion to waive the first reading of Ord. No. 22-02 by Council Member Valdez, second by Council Member Sablan, motion passed by 5-0 vote.

NEW BUSINESS

4. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER CEN CAL BUILDERS REQUEST CONSIDERATION OF NEW PROPOSED CONSTRUCTION OF DIAZ STREET REGARDING THE DEL RIO ESTATES.

Motion to approve a deferment on construction cost for Diaz Street to a later date & authorize the City Manager to negotiate impact fees to help Cen Cal with other expenses by Council Member Sablan, second by Council Member Valdez, motion passed by 4-1 vote. Jenkins – no vote.

5. RESOLUTION NO. 22-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS.

Motion to approve Res. No. 22-01 by Council Member Sablan, second by Council Member Perez, motion passed by 5-0 vote.

6. RESOLUTION NO. 22-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING EMPLOYMENT AGREEMENT FOR BENJAMIN GALLEGOS.

Motion to approve Res. No. 22-02 by Council Member Lopez, second by Council Member Perez, motion passed by 5-0 vote.

7. RESOLUTION NO. 22-03 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH FIREBAUGH IS ELIGIBLE.

Motion to approve Res. No. 22-03 by Council Member Lopez, second by Council Member Valdez, motion passed by 5-0 vote.

8. RESOLUTION NO. 22-04 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING USE OF EMERGENCY REMOTE TELECONFERENCING PROVISIONS.

Motion to approve Res. No. 22-04 by Council Member Valdez, second by Council Member Sablan, motion passed by 5-0 vote.

9. RESOLUTION NO. 22-05 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING MASTER FEE RESOLUTION RELATING TO ANNUAL LICENSE FEES FOR BUSINESSES, TRADES AND PROFESSIONS.

No action taken; Council Member Sablan request a sample of the education flyer at the next meeting.

10. RESOLUTION NO. 22-06 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH EXTENDING THE CONTRACT WITH GOUVEIA ENGINEERING, INC. FOR THE ON-CALL ENGINEERING SERVICES FOR FEDERALLY FUNDED TRANSPORTATION PROJECTS FOR THE CITY OF FIREBAUGH AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

Motion to approve Res. No. 22-06 by Council Member Valdez, second by Council Member Lopez, motion passed by 5-0 vote.

11. THE CITY COUNCIL OF THE CITY OF FIREBAUGH DISCUSS AND CONSIDER AMENDING FEES TO ORDINANCE NO. 92-2 – ITINERANT BUSINESS LICENSES FEES.

Informational item only

STAFF REPORTS

- **Police Chief Sal Raygoza** – January was a challenge as far as staffing, dept. was short staffed due to illnesses, a few officers are currently doing background checks with other police departments, so we will have interviews for new officers and dispatchers. Working on a grant application.
- **Finance Director, Pio Martin** – “TextMyGov” app is working, we’ve had quit a few people sign up, about 39 individuals to receive reports, 80 signed up for notifications, such as City Hall will be closed on Friday. Auditors are almost done with the report and are working on a draft report.
- **Deputy City Clerk, Rita Lozano** – Form 700 is due April 1, 2022, complete to avoid fines.
- **City Attorney, James Sanchez** – nothing to report.
- **Bethany Matos, Associate Dean of North District Center** – Building construction is on tract, everything is looking good.
- **City Manager, Ben Gallegos** – thanked council for contract extension, attended League of Cities Conference- they spoke of change & how we must adopt to new technology to move forward. Thanked Attorney Sanchez, learned most City Managers don’t really get along with their Attorneys, that hasn’t been an issue with Jim. He’s been easy to work with. Fresno County set some funds aside to assist with the HUD Tank, so I want to thank Marc Benjamin.
- **Council Member Lopez** – City passed Resolution to continue web meeting, but I would like to go back to open meeting, since I have trouble with computers & I don’t feel it’s fair to the people that want to attend.
- **Council Member Sablan** – ask for the electric board to be extended in length of time so people can read the messages.
- **Council Member Valdez** – Congratulated Ben & Mario on their renewed contracts, the community has grown, and it takes everyone working together to make things happen. We all need to move forward & make changes.
- **Council Member Perez** – Thank all of you, like Valdez said, I’ve been home for two weeks due to illness, the five of us are on Council, because we love our community & I’m grateful for that.
- **Council Member Jenkins** – thanked everyone for attending, please show your faces on the screen. Asked Ben to follow-up on the Street Sweeper, would like to look at the contract and expenses to repair. City Manager replied it’s been down 7 it’s been difficult to find anyone that can repair the GNC, found a mechanic out of state & offered to fly him here, but he declined. Recommendation is to budget for a new one at the next budget.

CLOSED SESSION

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Motion to adjourn at 8:50 pm by Council Member Valdez, second by Council Member Perez, motion passes by a 5-0 vote.



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: _____ March 07, 2022

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

RECOMMENDATION:

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

DECEMBER 1, 2021 – DECEMBER 31, 2021

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

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

GENERAL WARRANTS	# 42187 – #42329	<u>\$ 1,242,405.54</u>
PAYROLL WARRANTS.....	# 71649 – #71671	<u>\$ 126,315.90</u>

TOTAL WARRANTS..... **\$ 1,368,721.44**

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

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42187	12/1/2021	CITY OF FIREBAUGH	\$ 105,361.87	PAYROLL ENDING 11/26/2021
42188	12/3/2021	U.S. POSTMASTER	\$ 931.74	UTILITY BILLING DECEMBER
42189	12/3/2021	AGRI-VALLEY IRRIGATION LL	\$ 12.76	COUPLING SCHEDULE/PIPE PV
			\$ 25.33	PVC PIPE/ADAPTER/SCHEDULE
		Check Total:	\$ 38.09	
42190	12/3/2021	ALERT-O-LITE, INC.	\$ 961.07	BARRICADE
42191	12/3/2021	SEBASTIAN	\$ 59.95	SENIOR CENTER ALARM SECUR
42192	12/3/2021	FERNANDO CAMPA	\$ 300.00	HEALTH INSURANCE STIPEND
42193	12/3/2021	CASCADE FIRE EQUIPMENT CO	\$ 246.18	GATED WYE DELUXE
42194	12/3/2021	CITY OF COALINGA	\$ 6,000.00	2015 CHEVY CAPRICE PPV VI
42195	12/3/2021	MADERA COUNTY TAX COLLEC	\$ 1,960.14	WATER OPER TAX ON WELLS
42196	12/3/2021	DEPT. OF CONSERVATION	\$ 1,214.57	STRONG MOTION INSTRU. & S
42197	12/3/2021	FIREBAUGH ROTARY CLUB	\$ 150.00	BRADY JENKINS MEMBERSHIP
42198	12/3/2021	OSCAR J. GARCIA,CPA	\$ 1,508.48	ADMINISTRATION PROPERTY T
42199	12/3/2021	BENJAMIN GALLEGOS	\$ 152.50	ICSC CONFERENCE LAS VEGAS
42200	12/3/2021	KEVIN GIBSON	\$ 1,400.00	REMAINING BALANCE CARRIAG
42201	12/3/2021	GOLDEN ONE CREDIT UNION	\$ 1,666.66	JOHN BORBOA MONTHLY STIPE
42202	12/3/2021	JONATHAN GONZALES	\$ 300.00	HEALTH INSURANCE STIPEND
42203	12/3/2021	JESUS GUTIERREZ	\$ 100.00	SANTA CLAUSE FOR BREAKFAS
42204	12/3/2021	BRADY JENKINS	\$ 183.00	ICSC CONFERENCE LAS VEGAS
			\$ 315.00	MONTHLY SALARY ATTENDANCE
		Check Total:	\$ 498.00	
42205	12/3/2021	JO STUDIOS	\$ 1,200.00	PROVIDING STAGE AND SOUND
42206	12/3/2021	KEALOHA EVENTS	\$ 1,410.00	CHARACTERS FOR KIDS XMAS
			\$ (1,410.00)	Ck# 042206 Reversed
		Check Total:	\$ -	
42207	12/3/2021	KIMBALL-MIDWEST	\$ 140.37	LUBRICANT/PAINT/TAPE

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

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42208	12/3/2021	KRAZAN & ASSOCIATES, INC.	\$ 4,100.00	FIREBAUGH LANDFILL SOLAR
42209	12/3/2021	RODDY A. LAKE	\$ 275.35	POLICE MEDICAL RETIREE
42210	12/3/2021	SAMPSON LEE	\$ 300.00	HEALTH INSURANCE STIPEND
42211	12/3/2021	VANESSA LINARES	\$ 41.66	FLEX ACCOUNT REFUND
			\$ 41.66	FLEX ACCOUNT REFUND
		Check Total:	\$ 83.32	
42212	12/3/2021	VANESSA LINARES	\$ 300.00	HEALTH INSURANCE STIPEND
42213	12/3/2021	SANDRA J. MARQUEZ	\$ 300.00	HEALTH INSURANCE STIPEND
42214	12/3/2021	MAS ENTERTAINMENT	\$ 1,450.00	DJ SERVICES XMAS PARADE
42215	12/3/2021	MAX MARKETING & PRINT	\$ 231.12	THANK YOU BANNER 2021 XMA
42216	12/3/2021	MID-VALLEY DISPOSAL	\$ 30,752.07	SERVICES PERFORMED DECEMB
42217	12/3/2021	PACIFIC GAS & ELECTRIC	\$ 34,523.04	ALL DEPTS #7355932148-1
42218	12/3/2021	PITNEY BOWES #8000-9090-	\$ 520.99	POSTAGE REFILL 11/09/2021
42219	12/3/2021	PITNEY BOWES GLOBAL FINAN	\$ 506.05	LEASE 9/30/21-12/29/21
42220	12/3/2021	CSG CONSULTANTS, INC.	\$ 10,012.00	HOUSE BUILDING SERVICES O
			\$ 225.00	BUILDING PLAN 10/1-10/31,
			\$ 169.50	FIRE PLAN REVIEW SERVICES
		Check Total:	\$ 10,406.50	
42221	12/3/2021	PRODUCTIVITY PLUS ACCT DE	\$ 286.56	CHECK INJECTION PUMP
42222	12/3/2021	RUBEN RAMIREZ	\$ 40.00	REFUND FOOD VENDOR APPLIC
42223	12/3/2021	SALVADOR RAYGOZA	\$ 300.00	HEALTH INSURANCE STIPEND
42224	12/3/2021	RODOLFO TABARES	\$ 300.00	HEALTH INSURANCE STIPEND
42225	12/3/2021	TECH MASTER MANAGEMENT	\$ 150.00	CITY HALL/PUBLIC WORKS/SE
42226	12/3/2021	THE SALVATION ARMY	\$ 11,509.67	HOT MEALS/FOOD DISTRIBUTI
42227	12/3/2021	THUNDER INFLATABLES, INC.	\$ 2,360.00	REMAINING BALANCE KIDS AC
42228	12/3/2021	JOHN J. TOPETE	\$ 300.00	HEALTH INSURANCE STIPEND

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

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42229	12/3/2021	U.S. BANK EQUIPMENT FINAN	\$ 140.78	RNT/LEASE EQUIP 11/20-12
42230	12/3/2021	DATAPATH	\$ 4,470.00	MONTHLY BILLING DECEMBER
42231	12/3/2021	ALFRED VALDEZ	\$ 183.00	ICSC CONFERENCE LAS VEGAS
			\$ 315.00	MONTHLY SALARY ATTENDANCE
		Check Total:	\$ 498.00	
42232	12/3/2021	WESTAMERICA BANK	\$ 500.00	CASH FOR VISA GIFT CARDS
42233	12/3/2021	W.S. DARLEY & CO.	\$ 125.14	FD-ALUM. CHROME WITH CHAI
42234	12/3/2021	INC. GATEWAY HOMES	\$ 14.92	MQ CUSTOMER REFUND FOR GA
42235	12/3/2021	CARLOS GONZALES	\$ 6.00	MQ CUSTOMER REFUND FOR GO
42236	12/3/2021	MANUEL LUZANILLA	\$ 13.74	MQ CUSTOMER REFUND FOR LU
42237	12/8/2021	SYNCB/AMAZON	\$ 33.45	PD-CELL PHONE CASE
			\$ 74.64	PD-COMPUTER EQUIPMENT
			\$ 76.13	PD-RADIO EQUIPMENT
			\$ 51.09	PD-RADIO EQUIPMENT
			\$ 261.64	PD-MEDICAL EQUIPMENT
		Check Total:	\$ 496.95	
42238	12/8/2021	AT&T	\$ 345.28	ALL DEPT INTERNET
			\$ 931.49	ALL DEPT TELEPHONE AND IN
		Check Total:	\$ 1,276.77	
42239	12/8/2021	THE BANK OF NEW YORK MELL	\$ 1,750.00	CITY OF FIREBAUGH WASTEWA
			\$ 1,750.00	CITY OF FIREBAUGH WATER R
		Check Total:	\$ 3,500.00	
42240	12/8/2021	BIG G'S AUTOMOTIVE CENTER	\$ 75.00	TOWING CITY TRUCK
42241	12/8/2021	BUSH ENGINEERING INC.	\$ 233,552.79	CARDELLA STREET REHAB
42242	12/8/2021	FERNANDO CAMPA	\$ 900.00	2021 UNIFORM ALLOWANCE PA
42243	12/8/2021	JUAN C. CASTILLO	\$ 900.00	2021 UNIFORM ALLOWANCE PA
42244	12/8/2021	FIRBAUGH MUSIC BOOSTERS	\$ 1,000.00	CLEANING SERVICES 2021 CA
42245	12/8/2021	FIREBAUGH HARDWARE COMPA	\$ 43.58	COMMUNITY CTR-PLYWOOD
42246	12/8/2021	JOSEPH ANTHONY FRIAS	\$ 900.00	2021 UNIFORM ALLOWANCE PA

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
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<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42247	12/8/2021	STEPHANIE GONZALES	\$ 231.72	REIMBURSEMENT FOR BREAKFA
42248	12/8/2021	GUTHRIE PETROLEUM, INC.	\$ 1,131.31	BULK UNLEADED GASOLINE
			\$ 1,652.59	BULK UNLEADED GASOLINE
			\$ 1,122.92	BULK UNLEADED GASOLINE
			\$ 1,292.42	BULK UNLEADED GASOLINE
			\$ 984.08	BULK UNLEADED GASOLINE
		Check Total:	\$ 6,183.32	
42249	12/8/2021	HOME DEPOT CREDIT SERVICE	\$ 14.01	CITY HALL-WOOD SCREWS
			\$ 264.24	CITY HALL-UTILITY CART/WO
			\$ 297.45	VFW-CHAIRS
		Check Total:	\$ 575.70	
42250	12/8/2021	INTERGRATED DESIGNS BY	\$ 2,690.00	FIREBAUGH FIRE STATION
42251	12/8/2021	KER WEST, INC. DBA	\$ 193.00	PLANNING COMMISSION PUBLI
			\$ 182.00	PUBLIC HEARING CONDITIONA
			\$ 182.00	PUBLIC HEARING CANNABIS B
		Check Total:	\$ 557.00	
42252	12/8/2021	MANUELS TIRE SERVICE, INC	\$ 540.30	BACKHOE TUBE
			\$ 95.52	FD-VALVE STEM
			\$ 36.54	UTILITY TRAILER
		Check Total:	\$ 672.36	
42253	12/8/2021	MAGDA MARTINEZ	\$ 900.00	2021 UNIFORM ALLOWANCE PA
42254	12/8/2021	MCCLATCHY COMPANY LLC	\$ 446.88	PLANNING COMMISSION PUBLI
42255	12/8/2021	BRETT M. MILLER	\$ 900.00	2021 UNIFORM ALLOWANCE PA
42256	12/8/2021	JESUS MOLINA	\$ 900.00	2021 UNIFORM ALLOWANCE PA
42257	12/8/2021	PACIFIC GAS & ELECTRIC	\$ 16.76	WATER PUMP 7355932090
42258	12/8/2021	PG&E	\$ 5,868.53	10YR REFUNDABLE OPTION FO
42259	12/8/2021	QUILL CORPORATION	\$ 32.38	RITA-REFILL CALENDAR
			\$ 151.14	TOILET PAPER COMMUNITY CT
			\$ 219.20	CITY HALL OFFICE SUPPLIES
			\$ (57.22)	REFUND SHARPENER
			\$ 518.11	CITY HALL-COPY PAPER
		Check Total:	\$ 863.61	
42260	12/8/2021	SALVADOR RAYGOZA	\$ 900.00	2021 UNIFORM ALLOWANCE PA

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

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
42261	12/8/2021	RAZZARI AUTO CENTER	\$ 27,948.13	2021 DODGE CHARGER POLICE
42262	12/8/2021	STAPLES BUSINESS CREDIT	\$ 12.72	PD-OFFICE SUPPLES
42263	12/8/2021	RAQUEL TABARES	\$ 275.00	XMAS PARADE FLYER DESIGN
			\$ 780.00	2021 UNIFORM ALLOWANCE PA
		Check Total:	\$ 1,055.00	
42264	12/8/2021	JACQUELINE TABARES	\$ 300.00	2021 UNIFORM ALLOWANCE PA
42265	12/8/2021	RODOLFO TABARES	\$ 900.00	2021 UNIFORM ALLOWANCE PA
42266	12/8/2021	TECH MASTER MANAGEMENT	\$ 40.00	POLICE PEST CONTROL
42267	12/8/2021	THARP'S FARM SUPPLY	\$ 57.60	NITRILE GLOVES
			\$ 7.72	AAA BATTERIES
			\$ 10.13	WASP SPRAY
			\$ 3.73	BLACK CABLE TIES
			\$ 17.27	WORK GLOVE
			\$ 19.41	WORK GLOVES
			\$ 40.76	BLACK TIES
			\$ 64.53	FD-HOSE
			\$ 2.47	SPRAY BOTTLE
			\$ 4.30	CURTIS KEYS
			\$ 2.15	SCREW ASSORTMENT
			\$ 18.41	NYLON COUPLER
			\$ 32.10	COMM. CTR CLEANING SUPPLI
			\$ 27.87	STARTER SWITCH
			\$ 13.91	BLACK TIES
			\$ 30.37	LIFT STATION-ALLS IN BOX/
			\$ 33.44	VOLTAGE TESTER/ADAPTER
			\$ 24.55	LIQUID CLEANER
			\$ 7.50	GLOVES
			\$ 95.19	SHOPLIGHTS-LITE TUBE
			\$ 6.03	SPARK PLUGS
			\$ 0.89	O-RING
			\$ 16.77	STREET LIGHT-NUT/EXTENSIO
			\$ 163.11	AIR FILTER
			\$ 1,098.29	COMMUNITY CTR-WALL MOUNT
		Check Total:	\$ 1,798.50	
42268	12/8/2021	THOMASON TRACTOR COMPANY	\$ 16.19	TRIMMER LINE
			\$ 114.52	HY-GARD
		Check Total:	\$ 130.71	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
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<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42269	12/8/2021	UNIFIRST CORPORATION	\$ 107.20	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 110.60	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 107.20	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 107.20	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 107.20	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 107.20	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 866.45	
Check Total:				\$ 866.45
42270	12/8/2021	JORGE ZARAGOZA	\$ 900.00	2021 UNIFORM ALLOWANCE PA
42271	12/9/2021	SEAN STEVENS	\$ 1,410.00	REPLACEMENT CHECK,DIFFERE
42272	12/15/2021	CITY OF FIREBAUGH	\$ 107,533.69	PAYROLL ENDING 12/10/2021
42273	12/22/2021	ADAMS ASHBY GROUP, LLC	\$ 4,500.00	GENERAL ADMIN & REPORTING
			\$ 4,500.00	GENERAL ADMIN 20-CDBG-120
			\$ 9,000.00	
Check Total:				\$ 9,000.00
42274	12/22/2021	AG & INDUSTRIAL SUPPLY	\$ 86.27	DOG FOOD
			\$ 77.66	DOG FOOD
			\$ 163.93	
Check Total:				\$ 163.93
42275	12/22/2021	ARDENT GENERAL INC.	\$ 15,447.00	PROJ#21-01A NEW ELECTRICA
			\$ 15,447.00	PROJ#21-01B NEW ELECTRICA
			\$ 16,387.50	PROJ#21-01C EMERGENCY GEN
			\$ 249,951.84	PROJ#21-01 NEW FIRE STATI
			\$ 297,233.34	
Check Total:				\$ 297,233.34
42276	12/22/2021	AT&T MOBILITY	\$ 714.19	PD INTERNET/CELLPHONES
			\$ 700.68	CITY HALL/PW/COUNCIL CELL
			\$ 1,414.87	
Check Total:				\$ 1,414.87

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

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42277	12/22/2021	AT&T	\$ 74.90	FIRE DEPT INTERNET SERVIC
42278	12/22/2021	AUTOZONE COMMERCIAL (1379	\$ 64.33	PD-ANTIFREEZE/AIR FILTER
			\$ 99.51	MOTOR OIL
			\$ 70.75	SPARK PLUG
			\$ 47.70	FD-WIPER BLADE
			\$ 15.31	PD-BULB
			\$ 43.41	TESTER GAUGE
			\$ 299.17	DURALAST LOADED STRUT ASS
			\$ 128.80	OIL/AIR FILTER-WIRE SET/S
			\$ (33.46)	CREDIT PLUG INSULATOR SET
			\$ (43.41)	TESTER GAUGE
			\$ (34.13)	CREDIT-SPARK PLUG
			\$ 35.26	WIRE SET
			\$ (14.13)	CREDIT-TRANS FILTER
			\$ (37.36)	CREDIT TRANS FLUID
			\$ 10.34	REMOVER WINDSHIELD WASHER
			\$ (35.26)	CREDIT WIRE SET
			\$ 61.21	BOOSTER CABLE
			\$ 46.83	PD-MOTOR OIL
			\$ 131.32	BATTERY
			\$ 12.94	DOOR HINGE PIN
			\$ 11.65	STOPLIGHT SWITCH
			\$ 13.27	DOOR HINGE
			\$ 64.21	AIT FILTER/WIPER BLADE
			\$ 45.10	FD-MOTOR OIL
			\$ 7.66	PD-OIL FILTER
Check Total:			\$ 1,011.02	
42279	12/22/2021	CALIFORNIA BUILDING STAND	\$ 259.20	BUILDING STANDARDS ADMIN
			\$ 466.20	BUILDING STANDARDS ADMIN
Check Total:			\$ 725.40	
42280	12/22/2021	COMCAST	\$ 723.89	PD INTERNET #909093831
42281	12/22/2021	CORBIN WILLITS SYSTEMS	\$ 1,094.06	ADMINISTRATION C/W SERVIC
42282	12/22/2021	CORELOGIC SOLUTIONS, LLC.	\$ 218.55	REALQUEST NOVEMBER 2021
42283	12/22/2021	DEPT. OF TRANSPORTATION	\$ 57.28	SIGNAL & LIGHTING PYMT DI
42284	12/22/2021	DISH	\$ 83.34	SENIOR CENTER CABLE
42285	12/22/2021	FERGUSON WATERWORKS #1423	\$ 1,397.88	PW-PARTS
42286	12/22/2021	FRESNO OXYGEN	\$ 84.11	PW-SHOP

CITY OF FIREBAUGH ACCOUNTS PAYABLE
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<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42287	12/22/2021	STEPHANIE GONZALES	\$ 199.60	REIMBURSEMENT FOR BREAKFA
42288	12/22/2021	GOODALL TRUCKING, INC.	\$ 1,110.79	MATERIAL ROAD
			\$ 960.98	BASE ROCK MATERIAL
		Check Total:	\$ 2,071.77	
42289	12/22/2021	GRAINGER, INC.	\$ 238.44	LIGHT BULB
			\$ 18.91	LIGHT BULB
		Check Total:	\$ 257.35	
42290	12/22/2021	HINDERLITER, deLLAMAS	\$ 23.69	Q2/2021 AUDIT SERVICES
42291	12/22/2021	LOZANO SMITH ATTORNEYS AT	\$ 5,014.15	GENERAL LEGAL MATTERS THR
			\$ 468.00	CODE ENFORCEMENT THRU OCT
			\$ 78.00	GENERAL LITIGATION MATTER
			\$ 873.17	PITCHESS MOTION THRU OCT
			\$ 7,059.00	MARIJUANA REGULATION AND
			\$ 4,660.50	PERSONNEL MATTERS THRU OC
			\$ 945.35	COMPLAINT FOR REVERSE VAL
			\$ 4,090.00	GENERAL LEGAL MATTERS THR
			\$ 1,034.49	CODE ENFORCEMENT THRU NOV
			\$ 136.50	GENERAL LITIGATION MATTER
			\$ 537.50	PITCHESS MOTION THRU NOV
			\$ 4,114.50	MARIJUANA REGULATION AND
			\$ 955.50	LEGAL SERVICES THROUGH NO
			\$ 370.50	COMPLAINT FOR REVERSE VAL
		Check Total:	\$ 30,337.16	
42292	12/22/2021	METROPOLITAN TRANSPORTATI	\$ 1,500.00	STREETSAVER ANNUAL SUBSCR
42293	12/22/2021	MID-VALLEY DISPOSAL	\$ 70.59	WATER TREATMENT PLANT
			\$ 81.24	1325 O STREET
		Check Total:	\$ 151.83	
42294	12/22/2021	MIGUEL'S PLUMBING SERVICE	\$ 160.00	PAL BUILDING SEWER LINE P
42295	12/22/2021	PACIFIC GAS & ELECTRIC	\$ 79.29	FIRE DEPT #3228327255-0
			\$ 2,193.51	TOMA TEK #6759522333-99
		Check Total:	\$ 2,272.80	
42296	12/22/2021	PETTY CASH	\$ 60.00	REIMBURSE LOUIE SPCA FEES
42297	12/22/2021	CSG CONSULTANTS, INC.	\$ 6,528.00	HOUSE BUILDING SERVICES T
			\$ 970.75	BUILDING PLAN REVIEW SERV
		Check Total:	\$ 7,498.75	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
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<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42298	12/22/2021	QUAD KNOPF, INC.	\$ 225.50	PROFESSIONAL SERVICES 10/
42299	12/22/2021	RON'S AUTO REPAIR	\$ 2,711.91	PW TRUCK#39-REPAIR
42300	12/22/2021	SPARKLETT'S	\$ 321.57	CITY HALL/SENIOR CTR/PD/P
42301	12/22/2021	STATE WATER RESOURCES CON	\$ 60.00	CERTIFICATION RENEWAL B.G
42302	12/22/2021	SWRCB ACCOUNTING OFFICE	\$ 3,326.00	ANNUAL PERMIT FEES
			\$ 39,560.00	ANNUAL PERMIT FEES
		Check Total:	\$ 42,886.00	
42303	12/22/2021	STATE FOODS SUPERMARKET	\$ 47.37	DOG FOOD
42304	12/22/2021	TELSTAR INSTRUMENTS	\$ 1,766.68	PW-TOOLS
42305	12/22/2021	VERIZON WIRELESS	\$ 38.01	BRADY'S TABLET INTERNET
42306	12/22/2021	ZEE MEDICAL SERVICE CO.	\$ 104.27	PUBLIC WORKS MEDICAL SUPP
			\$ 58.03	CITY HALL MEDICAL SUPPLIE
		Check Total:	\$ 162.30	
42307	12/28/2021	FIRST BANKCARD	\$ 32.38	BEN-AMAZON RUSSELL COSTUM
			\$ 242.92	BEN-AMAZON PROJECTOR XMAS
			\$ 29.76	PD-HOBBY LOBBY PD XMAS DE
			\$ 103.53	PD-PEOPLEFACTS
			\$ 22.21	PD-WALMART PD XMAS DECOR
			\$ 27.59	PD-HOMEDEPOT XMAS DECOR
			\$ 41.29	PD-HOMEDEPOT LOCKS
			\$ 516.15	PIO-HOMEDEPOT CHAIRS VFW
			\$ 376.28	PIO-WALMART XMAS RAFFLE G
			\$ 68.86	PIO-WALMART XMAS RAFFLE G
			\$ 77.96	BEN-AMAZON DOG FOOD
			\$ 19.42	BEN-AMAZON BACKDROP SENIO
			\$ 351.86	BEN-HOMEDEPOT VFW CHAIRS
			\$ 50.00	BEN-PESSTICIDE APPLICATOR
			\$ 81.74	BEN-KERMAN FLOWERS NANCY
			\$ 302.00	BEN-IMPACTSIGNS/PLAQUE CO
			\$ 23.52	BEN-AMAZON WIG XMAS PARAD
			\$ (380.32)	BEN-CREDIT CHAIRS
			\$ 78.67	FD-FIREBAUGH MART
			\$ 16.20	FD-DOLLAR GENERAL
			\$ 150.25	PD-HOBBY LOBBY XMAS DECOR
			\$ 17.31	PD-LOWES PD XMAS DECOR
			\$ 22.52	PD-INTEREST FEES
			\$ 298.00	PD-CHIEFLEADERSHIP.COM

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42307	12/28/2021	FIRST BANKCARD	\$ 32.43	PD-SALS MEXICAN RESTAURAN
			\$ 16.67	PD-PEOPLEFACTS
			\$ 56.60	PD-HARBOR FREIGHTS
			\$ 345.31	PD-DASH MEDICAL GLOVES
			\$ 30.00	PD-ZIPPY MART GAS
			\$ 5.00	PIO-DYN.COM
			\$ 388.71	PIO-ACE TROPHY XMAS PARAD
			\$ 170.00	PIO-STATE WATER BOARD
			\$ 553.67	PIO-WALMART XMAS RAFFLE G
			\$ 3.91	PIO-OPC STATE WEB FEE
			\$ 28.35	PIO-ADMIT ONE XMAS RAFFLE
			\$ 575.04	PIO-THOMASON TRACTOR XMAS
Check Total:			\$ 4,775.79	
42308	12/29/2021	CITY OF FIREBAUGH	\$ 110,639.78	PAYROLL ENDING 12/24/2021
42309	12/29/2021	ALERT-O-LITE, INC.	\$ 281.49	BLKTOP PATCH
42310	12/29/2021	SEBASTIAN	\$ 59.95	SENIOR CENTER ALARM SECUR
42311	12/29/2021	BUTTONWILLOW WAREHOUSE C	\$ 3,908.70	CHEMICAL PURCHASE
			\$ 418.94	CHEMICAL PURCHASE
Check Total:			\$ 4,327.64	
42312	12/29/2021	CALIFORNIA BUILDING STAND	\$ 347.40	BUILDING STANDARDS ADMIN
			\$ 349.20	BUILDING STANDARDS 1/1-3/
			\$ 261.45	BUILDING STANDARDS ADMIN
Check Total:			\$ 958.05	
42313	12/29/2021	COLLINS & SCHOETTLER	\$ 3,450.00	CITY PLANNING NOVEMBER 20
42314	12/29/2021	ZUNIGA DELGADO	\$ 253.09	A/F HALL CLEANING DEPOSIT
42315	12/29/2021	DEPT. OF CONSERVATION	\$ 1,899.95	STRONG MOTION INSTRU. & S
			\$ 949.77	STRONG MOTION INSTRU. & S
Check Total:			\$ 2,849.72	
42316	12/29/2021	GOUVEIA ENGINEERING, INC.	\$ 955.50	720.27 SITE REVIEW 2020-0
			\$ 52.50	720.28 TOMA TEK PLANNING
			\$ 1,522.50	720.29 PEOPLE'S FARMING C
			\$ 202.13	725.01 PUBLIC WORKS GENER
			\$ 448.75	725.12 TASK 1 MULTI-BENEF
			\$ 11,486.25	725.12 TASK 3 MULTI-BENEF
			\$ 992.25	745.01 STREET GENERAL
			\$ 93.75	745.02D HWY 33 BEAUTIFICA
			\$ 688.13	745.25D CML-5224(023) POS

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

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42316	12/29/2021	GOUVEIA ENGINEERING, INC.	\$ 201.41	745.28D CML-5224(026) ALL
			\$ 646.01	745.29D CML-5224(027) J&1
			\$ 9,138.08	745.32C CARDELLA STREET R
			\$ 70.88	760.04 A.C.I.P/CAAP
			\$ 150.15	785.29 EXPANSION VALLEY H
			\$ 70.88	795.10 FAA GRANT APPLICAT
			\$ 3,756.38	795.16 TOMA TEK RECYCLED
			\$ 1,380.00	730.09 SRF WWTP DESIGN
Check Total:			\$ 31,855.55	
42317	12/29/2021	ROSALVA MACIAS	\$ 100.00	A/F HALL CLEANING DEPOSIT
42318	12/29/2021	MARTIN MARTINEZ	\$ 150.00	DUNKLE PARK ENCLOSED AREA
42319	12/29/2021	BRIAN MELENDEZ	\$ 300.00	A/F HALL CLEANING DEPOSIT
42320	12/29/2021	NORTHSTAR CHEMICAL	\$ 3,121.36	SODIUM HYPOCHLORITE
42321	12/29/2021	PACIFIC GAS & ELECTRIC	\$ 26,508.24	ALL DEPTS #7355932148-1
42322	12/29/2021	PECK'S PRINTERY	\$ 321.23	NO 10 WINDOW ENVELOPE
42323	12/29/2021	PITNEY BOWES #8000-9090-	\$ 520.99	POSTAGE REFILL 12/06/2021
42324	12/29/2021	POLICE ACTIVITIES LEAGE	\$ 3,628.25	BEER BOOTH CANTALOUPE ROU
42325	12/29/2021	QUILL CORPORATION	\$ 328.18	CITY HALL-JANITORIAL SUPP
			\$ 233.20	COMMUNITY CENTER-MOP BUCK
			\$ 734.09	COMMUNITY CENTER/PUBLIC W
			\$ 161.61	CITY HALL-OFFICE SUPPLIES
			\$ 94.78	AVERY SHEET PROTECTOR/CAB
Check Total:			\$ 1,551.86	
42326	12/29/2021	SALEM ENGINEERING GROUP,	\$ 1,920.00	CARDELLA STREET REHAB
42327	12/29/2021	TECH MASTER MANAGEMENT	\$ 150.00	CITY HALL/PUBLIC WORKS/SE
42328	12/29/2021	USA BLUEBOOK	\$ 2,148.65	PARKER HOSE
42329	12/29/2021	MONICA ZAPATA	\$ 300.00	A/F HALL CLEANING DEPOSIT



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: _____ **March 07, 2022**

SUBJECT: Warrant Register Dated: January 1, 2022 – January 31, 2022

RECOMMENDATION:

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

JANUARY 1, 2022 – JANUARY 31, 2022

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

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

GENERAL WARRANTS	# 42330 – #42414	\$ <u>745,684.51</u>
PAYROLL WARRANTS.....	# 71672 – #71697	\$ <u>139,317.58</u>

TOTAL WARRANTS..... \$ **885,002.09**

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANURARY 1, 2022- JANUARY 31, 2022**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42314	1/12/2022	JOSEFINA N. ZUNIGA	\$ (253.09)	Ck# 042314 Reversed
42330	1/4/2022	CITY OF FIREBAUGH	\$ 54,153.32	ME CHECK DECEMBER 2021
42331	1/4/2022	U.S. POSTMASTER	\$ 935.98	UTILITY BILLING JANUARY 2
42332	1/5/2022	A.M. PECHE & ASSOCIATES L	\$ 3,004.43	2020-21 DISCLOSURE REPORT
42333	1/5/2022	ABEL BORREGO	\$ 165.60	PERMIT FEES REFUND
42334	1/5/2022	FERNANDO CAMPA	\$ 300.00	HEALTH INSURANCE STIPEND
42335	1/5/2022	COLLINS & SCHOETTLER	\$ 1,100.00	CITY PLANNING DECEMBER 20
42336	1/5/2022	GOLDEN ONE CREDIT UNION	\$ 1,666.66	JOHN BORBOA MONTHLY STIPE
42337	1/5/2022	JONATHAN GONZALES	\$ 300.00	HEALTH INSURANCE STIPEND
42338	1/5/2022	BRADY JENKINS	\$ 315.00	MONTHLY SALARY ATTENDANCE
42339	1/5/2022	RODDY A. LAKE	\$ 241.53	POLICE MEDICAL RETIREE
42340	1/5/2022	SAMPSON LEE	\$ 300.00	HEALTH INSURANCE STIPEND
42341	1/5/2022	VANESSA LINARES	\$ 300.00	HEALTH INSURANCE STIPEND
42342	1/5/2022	SANDRA J. MARQUEZ	\$ 300.00	HEALTH INSURANCE STIPEND
42343	1/5/2022	SALVADOR RAYGOZA	\$ 300.00	HEALTH INSURANCE STIPEND
42344	1/5/2022	JACQUELINE TABARES	\$ 300.00	HEALTH INSURANCE STIPEND
42345	1/5/2022	JOHN J. TOPETE	\$ 300.00	HEALTH INSURANCE STIPEND
42346	1/5/2022	DATAPATH	\$ 4,470.00	MONTHLY BILLING JANUARY 2
			\$ 209.87	DELL LAPTOP WARRANTY EXTE
		Check Total:	\$ 4,679.87	
42347	1/5/2022	ALFRED VALDEZ	\$ 315.00	MONTHLY SALARY ATTENDANCE
42348	1/5/2022	MONTEREY WATER CO	\$ 26.89	MQ CUSTOMER REFUND FOR MO
42349	1/5/2022	RENO RENTALS	\$ 5.04	MQ CUSTOMER REFUND FOR RE
42350	1/12/2022	CITY OF FIREBAUGH	\$ 110,288.83	PAYROLL ENDING 01/072022

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANURARY 1, 2022- JANUARY 31, 2022

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42351	1/12/2022	ALA	\$ 84.70	5 CALENDARS/71 LISTINGS
42352	1/12/2022	ARDENT GENERAL INC.	\$ 31,520.30	PROJ#21-01C EMERGENCY GEN
			\$ 166,329.74	FIREBAUGH FIRE STATION
		Check Total:	\$ 197,850.04	
42353	1/12/2022	AT&T	\$ 652.47	ALL DEPTS INTERNET
42354	1/12/2022	BUSH ENGINEERING INC.	\$ 17,138.57	CARDELLA STREER REHAB
42355	1/12/2022	CALIFORNIA FORENSIC INSTI	\$ 400.00	K. XIONG-RESERVE POLICE O
42356	1/12/2022	CORELOGIC SOLUTIONS, LLC.	\$ 218.55	REALQUEST DECEMBER 2021
42357	1/12/2022	JOSEFINA N. ZUNIGA	\$ 253.09	COMMUNITY CENTER RENTAL/I
42358	1/12/2022	DEPARTMENT OF JUSTICE	\$ 105.00	BLOOD ALCOHOL ANALYSIS NO
42359	1/12/2022	EXCEL SIGN COMPANY	\$ 1,708.96	PD UNIT #14 NEW CAR GRAPH
42360	1/12/2022	FIREBAUGH AUTO REPAIR	\$ 70.00	PD UNIT#6 LABOR
42361	1/12/2022	FRESNO POLICE DEPARTMENT	\$ 115.00	R.TABARES RANGEMASTER COU
			\$ 642.00	B.MILLER PATROL RIFFLE IN
		Check Total:	\$ 757.00	
42362	1/12/2022	FRESNO COUNTY TREASURER	\$ 162.64	ACCESS FEES NOVEMBER 2021
42363	1/12/2022	GALLS, LLC	\$ 1,312.38	PD EQUIPMENT
42364	1/12/2022	P. O. BOX 2745	\$ 496.86	WATER METER RENTAL FEE/US
42365	1/12/2022	HUB INTERNATIONAL	\$ 171.45	SPECIAL EVENT INSURANCE B
			\$ 148.74	SPECIAL EVENT INSURANCE M
			\$ 148.74	SPECIAL EVENT INSURANCE M
		Check Total:	\$ 468.93	
42366	1/12/2022	INTERGRATED DESIGNS BY	\$ 2,690.00	FIREBAUGH FIRE STATION
42367	1/12/2022	MID-VALLEY DISPOSAL	\$ 30,774.36	SERVICES PERFORMED DECEMB
42368	1/12/2022	QUAD KNOFF, INC.	\$ 115.50	PROFESSIONAL SERVICES 11/
42369	1/12/2022	RAZZARI AUTO CENTER	\$ 137.42	PD UNIT#15 SERVICE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANURARY 1, 2022- JANUARY 31, 2022

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42370	1/12/2022	VICTOR RODRIGUEZ	\$ 200.00	PD UNIT#6 WINDOW TINT
			\$ 200.00	PD UNIT#14 WINDOW TINT
		Check Total:	\$ 400.00	
42371	1/12/2022	TECH MASTER MANAGEMENT	\$ 40.00	PD PEST CONTROL
42372	1/12/2022	TOP DOG TRAINING CENTER,	\$ 125.00	K-9 MAINTENANCE TRAINING
42373	1/12/2022	U.S. BANK EQUIPMENT FINAN	\$ 140.78	RNT/LEASE EQUIP 12/20-01
42374	1/12/2022	VERIZON WIRELESS	\$ 38.01	BRADY'S TABLET INTERNET
42375	1/27/2022	CITY OF FIREBAUGH	\$ 103,012.33	PAYROLL ENDING 01/21/2022
42376	1/28/2022	JACQUELINE TABARES	\$ 700.20	REFUND FOR INACTIVE POLIC
42377	1/28/2022	ADAMS ASHBY GROUP, LLC	\$ 4,500.00	GENERAL ADMIN WATERLINE P
			\$ 4,500.00	GENERAL ADMIN LABOR COMPL
		Check Total:	\$ 9,000.00	
42378	1/28/2022	AMAZON CAPITAL SERVICES	\$ 244.05	FD-TRUNK ORGANIZER
			\$ 37.79	FD-TRAINING DRILLS
			\$ 77.72	FD-VEHICLE CHARGER KENWOO
		Check Total:	\$ 359.56	
42379	1/28/2022	A.M. PECHE & ASSOCIATES L	\$ 400.00	2019 SOLAR EQUIP. ENERGY
42380	1/28/2022	AQUA-METRIC SALES, CO.	\$ 8,743.06	SINGLE PORT
			\$ 5,340.88	CHAMBER
			\$ 3,605.00	BASESTATION EXT MAINTENAN
			\$ 4,810.52	OMNI C2
		Check Total:	\$ 22,499.46	
42381	1/28/2022	AT&T	\$ 84.89	FIRE DEPT INTERNET SERVIC
42382	1/28/2022	BOUND TREE MEDICAL, LLC	\$ 89.09	FD-BP MONITOR
42383	1/28/2022	CHEMSEARCH	\$ 620.86	E-100 50LB NAC FE
42384	1/28/2022	CORBIN WILLITS SYSTEMS	\$ 1,094.06	ADMINISTRATION C/W SERVIC
42385	1/28/2022	DISH	\$ 83.34	SENIOR CENTER CABLE
42386	1/28/2022	ENGIE SERVICES U.S.	\$ 113,029.85	CN-000291 CITY OF FIREBAU
			\$ 7,695.00	CITY OF FIREBAUGH M&V FEE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANURARY 1, 2022- JANUARY 31, 2022

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42386	1/28/2022	ENGIE SERVICES U.S.	\$ 8,950.00	CITY OF FIREBAUGH OM FEES
Check Total:			\$ 129,674.85	
42387	1/28/2022	ESO SOLUTIONS, INC.	\$ 1,633.00	FD-ER FIRE PACKAGE
42388	1/28/2022	MARIA ESPINOZA	\$ 300.00	A/F HALL REFUND
42389	1/28/2022	FERGUSON WATERWORKS #14:	\$ 833.55	REP CLAMP
42390	1/28/2022	FIRST BANKCARD	\$ 11.49	FD-APPLE.COM
			\$ 799.02	PD-POSITIVE PROMOTIONS
			\$ 72.36	PD-CHEWY.COM
			\$ 135.99	PD-HEADSET
			\$ (135.99)	PD-HEADSET RETURN
			\$ 60.00	BEN-LOVE TRAVEL GAS
			\$ 13.63	BEN-UBER LAS VEGAS
			\$ 16.77	BEN-UBER LAS VEGAS
			\$ 14.61	BEN-UBER LAS VEGAS
			\$ 11.69	BEN-UBER LAS VEGAS
			\$ 67.00	BEN-CHEVRON GAS
			\$ 11.95	BEN-UBER LAS VEGAS
			\$ 223.33	BEN-WESTGATE LAS VEGAS
			\$ 177.97	BEN-WESTGATE LAS VEGAS VA
			\$ 177.97	BEN-WESTGATE LAS VEGAS JE
			\$ 415.00	BEN-EPLUMBING PRODUCTS
			\$ 725.00	BEN-LEAGUE OF CITIES BEN
			\$ 625.00	BEN-LEAGUE OF CITIES BEN
			\$ 9.31	BEN-UBER LAS VEGAS
			\$ 91.01	BEN-CHEVRON GAS
			\$ 19.99	FD-APPLE.COM
			\$ 728.93	FD-LED LIGHTING
			\$ 7.99	FD-APPLE.COM
			\$ 30.55	PD-INTEREST
			\$ 45.60	PD-2 CHECK OUT PD PATCH
			\$ 103.71	PD-PHOTOAFFECTIONS PD XMA
			\$ 16.67	PD-PEOPLEFACTS
			\$ 135.99	PD-HEADSET
			\$ 5.00	DYN.COM
			\$ 162.00	PIO-CISCO SYSTEMS WEBX
Check Total:			\$ 4,779.54	
42391	1/28/2022	FIREBAUGH HARDWARE COMF	\$ 16.90	MALDONADO PARKK FOUNTAIN-
			\$ 10.78	MALDONADO PARK FOUNTAIN-J
			\$ 9.91	COMMUNITY CTR-NAILS
Check Total:			\$ 37.59	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANURARY 1, 2022- JANUARY 31, 2022

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42392	1/28/2022	FRESNO OXYGEN	\$ 86.77	SHOP-PARTS
42393	1/28/2022	GALLS, LLC	\$ 63.92	ACCUMOLD ELITE
42394	1/28/2022	BENJAMIN GALLEGOS	\$ 185.00	CITY MANAGER CONFERENCE M
42395	1/28/2022	GLEIM-CROWN PUMP, INC.	\$ 107.98	HYDRALIC OIL
42396	1/28/2022	GOODALL TRUCKING, INC.	\$ 529.08	MATERIAL
42397	1/28/2022	INTERGRATED DESIGNS BY	\$ 2,690.00	FIREBAUGH FIRE STATION
42398	1/28/2022	LEAGUE OF CA CITIES SSJVD	\$ 5,264.00	MEMBERSHIP DUES 2022
42399	1/28/2022	NOAH MARQUEZ	\$ 365.45	REFUND INACTIVE ACCIDENT
42400	1/28/2022	MID-VALLEY DISPOSAL	\$ 139.18	WATER TREATMENT PLANT
42401	1/28/2022	PACIFIC GAS & ELECTRIC	\$ 128.16	FIRE DEPT #3228327255-0
42402	1/28/2022	QUINN COMPANY, INC.	\$ 63.54	PW-PARTS
42403	1/28/2022	RSG, INC.	\$ 708.75	RSG2579 FY21-22 SUCCESSOR
			\$ 1,147.50	RSG2831-SB 341 FY21-22
			\$ 1,220.00	RSG2579 FY21-22 SUCCESSOR
			\$ 1,425.00	RSG2831 SB 341 FY21-22
		Check Total:	\$ 4,501.25	
42404	1/28/2022	SIGNMAX	\$ 259.78	TRAFFIC SIGN
42405	1/28/2022	SPARKLETTS	\$ 200.23	CITY HALL/SENIOR CTR/PW/P
42406	1/28/2022	STOP STICK, LTD.	\$ 1,062.76	STOP STICK KIT -PD
42407	1/28/2022	SUN'S INTERNATIONAL CORP	\$ 812.62	PAPER ROLL TOWELS-PALLET
42408	1/28/2022	TELSTAR INSTRUMENTS	\$ 691.25	PW-PARTS
			\$ 1,227.25	PW-SERVICES
		Check Total:	\$ 1,918.50	
42409	1/28/2022	THE SALVATION ARMY	\$ 5,266.98	HOT MEAL/FOOD DISTRIBUTIO
			\$ 2,462.13	HOT MEAL/FOOD DISTRIBUTIO
			\$ 4,490.33	HOT MEAL/FOOD DISTRIBUTIO
		Check Total:	\$ 12,219.44	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JANURARY 1, 2022- JANUARY 31, 2022

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
42410	1/28/2022	UNIFIRST CORPORATION	\$ 107.20	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 97.43	SHOP
			\$ 24.11	COMMUNITY CTR
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 97.96	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 97.96	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 97.96	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 102.48	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 97.96	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 177.94	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 101.58	SHOP
			\$ 24.11	COMMUNITY CENTER
			\$ 17.39	CITY HALL
			\$ 23.91	SENIOR CENTER
			\$ 23.91	SENIOR CENTER
Check Total:			\$ 1,403.79	
42411	1/28/2022	USA BLUEBOOK	\$ 519.68	OAKTON CON 6 CONDUCTIVITY
42412	1/28/2022	LUIS VALDEZ	\$ 150.00	REIMBURSEMENT WORK BOOTS
42413	1/28/2022	W.S. DARLEY & CO.	\$ 2,141.58	FD-VENTILATOR
			\$ 343.19	FD-HELMET/PROTECTOR
Check Total:			\$ 2,484.77	
42414	1/28/2022	ZEE MEDICAL SERVICE CO.	\$ 70.31	PD-MEDICAL SUPPLIES
			\$ 70.66	PUBLIC WORKS MEDICAL SUPP
Check Total:			\$ 140.97	

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 20th day of December, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Freddy Valdez, Mayor

Rita Lozano, Deputy City Clerk

ORDINANCE NO. 22-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING MUNICIPAL CODE SECTION 25-41.13.6 RELATING TO LIMITED COMMERCIAL CANNABIS OPERATIONS PURSUANT TO REGULATORY PERMIT

WHEREAS, on January 1, 2018, the State of California began licensing commercial cannabis businesses for both medicinal and adult marijuana use throughout the State; and

WHEREAS, on June 4, 2018, the City Council of the City of Firebaugh adopted Ordinance No. 18-02, the "Cannabis Control Ordinance," approving the permitting of certain commercial cannabis operations in the M-2 land-use zone, excluding both retail and mobile dispensaries; and

WHEREAS, on May 3, 2021, the City Council of the City of Firebaugh adopted Ordinance No. 21-02, amending the Municipal Code to allow commercial cannabis activities in the Urban Reserve (UR) zone district; and

WHEREAS, the City of Firebaugh desires to clarify that commercial cannabis activities will include commercial greenhouse structures, including hothouses, headhouses, cold frames and hoop structures which meet industry best practices to mitigate and control odor.

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

Section 1. Section 25-41.13.6 of the Firebaugh Municipal Code is hereby amended (additions are shown in bold; deletions are stricken through):

§ 25-41.13.6 Limited Commercial Cannabis Operations Pursuant to Regulatory Permit

Notwithstanding the prohibition on commercial cannabis operations set forth in § 25-41.13.4, and the limitations upon the cultivation of cannabis set forth in § 25-41.13.3 and 25-41.13.4, commercial cannabis operations may be allowed as set forth in this section.

- a.** Purpose. The purpose of this section is to allow limited commercial cannabis operations in the City of Firebaugh as may be permitted under the Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA" or "Act") and to adopt local regulations applicable to those operations.
- b.** Permitted uses.
 - 1.** Business owners meeting the requirements of this section shall be eligible to apply for a regulatory permit to conduct the following commercial cannabis operations, as may be approved by the City Council at its discretion:
 - (a)** Cultivation.
 - (b)** Processing.
 - (c)** Extraction.

(d) Manufacturing.

(e) Testing.

(f) Distribution.

(g) Transportation.

(h) Retail sales.

[Added 7-15-2019 by Ord. No. 19-03]

(i) Deliveries.

[Added 7-15-2019 by Ord. No. 19-03]

2. The regulatory permit issued pursuant to this section shall specify whether the commercial cannabis operation shall be limited to medicinal cannabis.
3. The regulatory permit issued pursuant to this section shall specify the precise commercial cannabis operation, by clear description and, when appropriate, shall reference the license type specified in the Act for which a state license is being sought.
4. The commercial cannabis operation shall at all times be in compliance with this section as it may be amended from time to time or repealed and replaced by another section governing commercial cannabis operations.
5. No regulatory permit shall issue unless or until the business owner and the property owner enter into a project development agreement with the City. **The project development agreement shall be processed in same manner as a cannabis regulatory permit approved by the Council.**
6. Dispensaries are expressly allowed as set forth in § 25-41.13.4.
[Amended 7-15-2019 by Ord. No. 19-03]
7. The City Council retains the discretion to deny a regulatory permit or limit a regulatory permit to specified commercial cannabis operations.

c. Minimum operational requirements and restrictions. The following operational requirements and restrictions shall apply to all commercial cannabis operations:

1. The Act and other state laws. The commercial cannabis operations shall at all times be in compliance with the Act and the implementing regulations, as they may be amended from time to time, as well as all state license(s) required under the Act, and any other applicable state law. The operator shall obtain all licenses required under the Act prior to opening for business.
2. Register of employees. The operator shall maintain a current register of the names of persons required to have employee permits. The register shall be made available to the Police Chief at all times immediately upon request.
3. Signage. There shall be no signage or markings on the premises or off-site that in any way evidence that commercial cannabis operations are occurring on the property. Interior building signage is permissible provided the signage is not visible outside of the building.

4. Cannabis consumption. No cannabis or cannabis product shall be smoked, ingested, or otherwise consumed on the premises. Prominent signage of this prohibition shall be displayed throughout the facility.
5. Alcoholic beverages. No commercial cannabis operation shall hold or maintain a retail license from the State Department of Alcohol Beverage Control to sell alcoholic beverages or operate a business that sells alcoholic beverages. In addition, alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the premises.
6. Transportation. Transportation shall only be conducted as permitted by state law.
7. Deliveries. Deliveries are expressly allowed as set forth in § 25-41.13.4. [Amended 7-15-2019 by Ord. No. 19-03]
8. Noncommercial cannabis activity. No noncommercial or recreational cannabis activity shall occur on the premises.
9. Retail sales. The retail sale of cannabis is expressly allowed as set forth in § 25-41.13.4. [Amended 7-15-2019 by Ord. No. 19-03]
10. Public access. There shall be no public access to the premises, except as allowed pursuant to a permitted building site plan, development agreement, and/or a regulatory permit for a dispensary only.
[Amended 7-15-2019 by Ord. No. 19-03]
11. Minors. It shall be unlawful for any operator to allow any person who is not at least 21 years of age on the premises of a commercial cannabis operation.
[Amended 7-15-2019 by Ord. No. 19-03]
12. Distance separation from schools, day-care centers, and youth centers. A commercial cannabis operation shall not be located within 600 feet from any existing school, day-care center or youth center as defined by state law, nor from a proposed school site as identified in the General Plan. Measurements shall be from property boundary to property boundary. For purposes of this section, "school" means any public or private school providing instruction in kindergarten or grades one through 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.
13. Hours of operation. Commercial cannabis operations shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances.
14. Building and related codes. The cannabis operation shall be subject to the following requirements:
 - (a) The premises in which the commercial cannabis operations occur shall comply with all applicable local, state, and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act,^[1] as certified by the Building Official of the City. The operator shall obtain all required building permits and comply with all applicable City standards.
[1] *Editor's Note: See 42 U.S.C.A. § 12101 et seq.*
 - (b) The responsible party shall ensure that the premises have sufficient electrical load for the commercial cannabis operations.

- (c) To the extent permitted by the Act, butane and other flammable materials are permitted to be used for extraction and processing provided the operator complies with all applicable fire and building codes, and any other laws and regulations relating to the use of those products, to ensure the safety of that operation. The Firebaugh Fire Department, or other qualified agency retained by the City, shall inspect, and approve the premises for use of the products prior to City's issuance of a certificate of occupancy, or otherwise prior to opening for business, to ensure compliance with this requirement. Such inspection shall be at the business owner's expense.
 - (d) The operator shall comply with all laws and regulations pertaining to use of commercial kitchen facilities for the commercial cannabis operations.
 - (e) The operator shall comply with all environmental laws and regulations pertaining to the commercial cannabis operations, including the storage, use and disposal of water and pesticides, and shall otherwise use best practices to avoid environmental harm.
15. Odor Control. The business owner shall provide an odor-absorbing ventilation and exhaust system, so that odor generated inside the facility that is distinctive to its commercial cannabis operations is not detected outside the premises, outside the building or commercial greenhouse structure housing the commercial cannabis operations, or anywhere on adjacent property or public rights-of-way. A greenhouse structure shall be defined as any sort of structure that manipulates or changes the growing environment for plants. Such structures would include, but not be limited to, hothouses, headhouses, cold frames and hoop structures. Accordingly, the business owner must install and maintain the following equipment or any other equipment which the City's Building Official determines meets best industry odor control standards.
- (a) An exhaust air filtration system with odor control that prevents internal odors and pollen from being emitted externally; or
 - (b) An air system that creates negative air pressure between the cannabis facility's interior and exterior so that the odors generated inside the cannabis facility are not detectable outside the cannabis facility.
16. Consumable products. Commercial cannabis operations that manufacture products in the form of food or other comestibles shall obtain and maintain all appropriate approvals from the State and County Departments of Public Health for the provision of food or other comestibles, unless otherwise governed by the Act and licensed by the state.
17. Secure building. All commercial cannabis operations shall occur entirely inside of a building or commercial greenhouse structure which shall be secure, locked, and fully enclosed, with a ceiling, roof or top, and entirely opaque. Notwithstanding the foregoing, the roof may be of solid nonopaque material, provided other security measures exist to ensure that the commercial cannabis operation cannot be seen, heard, or smelled beyond the property line. The building or commercial greenhouse structure shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for industrial structures (including, without limitation, commercial greenhouse structures). The precise building construction parameters and materials to be used shall be identified and provided with the application to the City prior to construction.

18. Premises security. The following security conditions shall apply:

- (a)** Alarm system (including perimeter, fire, and panic).
- (b)** Remote monitoring of alarm systems.
- (c)** Perimeter lighting systems (motion sensor) for after-hours security.
- (d)** Perimeter security and lighting as approved by the Police Chief.
- (e)** Use of drive gates with card key access or similar to access the facility.
- (f)** Entrance areas to be locked at all times, and under the control of a designated responsible party.
- (g)** Use of access-control systems to limit access to inventory, grow and processing areas. [Amended 7-15-2019 by Ord. No. 19-03]
- (h)** Exterior and interior camera systems approved by the Police Chief. The camera systems shall meet the minimum requirements of the Act, include interior monitoring of all access points to the site from the interior, and be of a minimum five-mega-pixel resolution.
- (i)** All security systems at the site are attached to an uninterruptable power supply providing twenty-four-hour power.
- (j)** Twenty-four-hour security patrols by a recognized security company licensed by the California Department of Consumer Affairs or otherwise acceptable to the Police Chief. All current contact information regarding the security company shall be provided to the Police Chief.
- (k)** The Firebaugh Police Department or Department designee shall have access to all security systems.
- (l)** Internet Protocol ("IP") access for remote monitoring of security cameras by the Firebaugh Police Department or a department designee upon request.
- (m)** Any and all video or audio tape recordings made for security purposes shall be marked with the date and time made and shall be kept, in an unaltered state, for a period of at least 30 days and must be made available to the Firebaugh Police Department or Department designee for duplication upon demand. In addition, upon request by the Firebaugh Police Department, the responsible party shall duplicate the records for the Firebaugh Police Department or the Department designee.
- (n)** Hardened bullet-resistant windows for exterior windows as part of any new or existing construction.
- (o)** Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.
- (p)** Electronic track-and-trace systems for cannabis products as required by the Act and state regulations.
- (q)** The city may inspect the premises and audit the records of the commercial cannabis operations for compliance on a quarterly basis.

(r) Security protocols and equipment need to be in place to protect computer information.

(s) The foregoing premises security requirements shall be approved by the Police Chief prior to commencing operations. The Police Chief may supplement these security requirements once operations begin, subject to review by the City Council if requested by the business owner.

19. Shipments of supplies and transportation of product. The following rules apply to shipments and transportation:

[Amended 7-15-2019 by Ord. No. 19-03]

(a) Shipments of supplies to the premises shall only occur as provided for in diagram and floor plans on file with the City as part of the application process. Vehicles delivering to the premises shall not have any markings indicating that deliveries are being made to a cannabis operation.

(b) The transportation of cannabis samples and/or products to and from the premises shall be in unmarked vehicles with no indication that the vehicles are transporting cannabis samples and/or products. The responsible party shall stagger transportation times, vary routes from the facility, and take other security measures as requested by the Police Chief.

20. Premises maintenance. The business owner, operator, and all responsible parties shall continually maintain the premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety, and general welfare of employees, patrons, surrounding properties, and the general public. The premises or commercial cannabis operation shall not be maintained in a manner that causes a public or private nuisance.

21. Location of uses. Except for deliveries as defined in § 25-41-13.4, the commercial cannabis operation permitted by this section shall only be allowed in the locations designated on the diagram and floor plans of the premises submitted with the application for a regulatory permit. Other than for deliveries as defined in § 25-41-13.4, commercial cannabis operations shall not operate at any location other than as stated in the regulatory permit.

[Amended 7-15-2019 by Ord. No. 19-03]

d. Commercial cannabis operation regulatory permit. No person or entity shall operate a commercial cannabis operation within the City of Firebaugh without first obtaining a commercial cannabis regulatory permit from the City. Other than for deliveries as defined in § 25-41-13.4, the regulatory permit shall be site-specific and shall specifically identify the commercial cannabis activity that will be allowed at that site. No commercial cannabis activity, other than deliveries, will be allowed unless specifically identified in the regulatory permit. The issuance of a regulatory permit shall be at the discretion of the City Council.

[Amended 7-15-2019 by Ord. No. 19-03]

e. Applications for regulatory permits and responsible party designation.

1. Application. Applicants for regulatory permits shall file their applications with the Police Chief and shall include the information set forth herein. The Police Chief may request such additional information he or she deems necessary to determine who the applicant is and what activity may be permitted. The applicant shall certify under penalty of perjury that all of the information contained in the application is true and correct. The application shall contain the following items for the business owner, operator, all responsible parties known at the time (if different than the business owner), and any other party designated below:

(a) The full name, present address, and telephone number.

- (b) Date of birth.
- (c) Tax identification number.
- (d) The address to which notices relating to the application are to be mailed.
- (e) Previous addresses for the five years immediately preceding the submission of the application.
- (f) His or her height, weight, and color of eyes and hair.
- (g) Photographs for identification purposes (photographs shall be taken by the Police Department).
- (h) All business, occupation, or employment for the five years immediately preceding the submission of the application.
- (i) The commercial cannabis operation business history, including whether the business owner and responsible parties, while previously operating in this or another city, county, or state, has had a cannabis-related license revoked or suspended, the reason therefore, and the business, activity or occupation subsequent to such suspension or revocation.
- (j) Complete property ownership and lease details, where applicable. If the business owner is not the premises owner, the application must be accompanied with a notarized acknowledgment from the premises owner that commercial cannabis operations are authorized to occur on the premises.
- (k) A descriptive business plan for the commercial cannabis operation, including a detailed list of all commercial cannabis operations proposed to occur on the premises.
- (l) A diagram and floor plan of the entire premises, denoting all the use of areas proposed for commercial cannabis operations, including, but not limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. The diagram and floor plan need not be professionally prepared but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.
- (m) The name or names of the operator. The operator shall designate one or more responsible parties, one of which shall at all times be available as a point of contact for the City, 24 hours per day. The contact information of the operator and responsible parties shall be provided to the Police Chief and updated within 24 hours of any changes.
- (n) The proposed security arrangements for ensuring the safety of persons and to protect the premises from theft.
- (o) An accurate straight-line drawing prepared within 30 days prior to the application depicting the building and the portion thereof to be occupied by the cannabis operation and the property line of any school as set forth in the Operational Requirements.
- (p) Authorization for the City and its agents and employees to seek verification of the information submitted.

2. Improper or incomplete application. If the applicant has completed the application improperly, or if the application is incomplete, the Police Chief shall, within 30 days of receipt of the original application, notify the applicant of such fact.
3. Changes in information. Except as otherwise provided, the information required by this Subsection (e) shall be updated with the Police Chief upon any change within 10 calendar days.
4. Other permits or licenses. The fact that an applicant possesses other types of state or City permits or licenses does not exempt the applicant from the requirement of obtaining a regulatory permit.

f. Employee permits.

1. Permit required. Every employee or independent contractor working at a commercial cannabis operation or involved in transportation/delivery-related services for a commercial cannabis operation, except for vendors and certificated common carriers, shall obtain an employee permit. It shall be the duty of the operator to ensure that employee permits are obtained from the Police Department prior to the employee or independent contractor commencing work. Persons who are listed as a business owner on a regulatory permit shall not be required to obtain an employee permit if such person also serves as an employee or contractor. All responsible parties, except the business owner, shall be required to obtain an employee permit.

2. Application. Each employee and independent contractor shall be required to provide the following information under penalty of perjury, so the Police Department can perform a background check:

- (a) Name, current residence address, and telephone number.
- (b) Date of birth.
- (c) Tax identification number.
- (d) His or her height, weight, and color of eyes and hair.
- (e) Photographs for identification purposes (photographs shall be taken by the Police Department).
- (f) Fingerprinted by the Police Department.
- (g) Such other identification and information as deemed necessary by the Police Chief and pertinent to the employee permit.
- (h) Authorization for the City and its agents and employees to seek verification of the information contained within the application.
- (i) The name of the business owner holding the regulatory permit and the operator for which such person is proposed to work.

- g. Application fees. Every application for a regulatory permit, employee permit, or employee permit renewal shall be accompanied by a nonrefundable fee, as established by resolution of the City Council. This fee shall be in addition to any other business license fee or permit fee imposed by this Code or other governmental agencies. The fee shall include an amount to cover the costs of fingerprinting, photographing, background checks, and the general review and processing of the application. As an alternative to the regulatory permit fee, the City and applicant may enter into a specific project processing costs agreement.

h. Investigation and action on application.

1. Upon the filing of a properly completed application and the payment of the fee, the Police Chief shall conduct an investigation of the application, including a background check of the applicant and all employees and independent contractors. All applicants for a regulatory permit and employee permit shall be required to submit to a fingerprint-based criminal history records check conducted by the Firebaugh Police Department.
2. For regulatory permits, after the background checks and investigation are complete, and in no case later than 120 days after receipt of a properly completed application, the Police Chief shall issue a recommendation that the City Council approve or deny a regulatory permit in accordance with the provisions of this section. The recommendation for approval shall include conditions the Police Chief deems reasonable under the circumstances to protect the public health, safety, and welfare of the community. The recommendation shall be forwarded to the City Council for action following any required noticing and public hearings and may be processed concurrently with any other development application(s) necessary for the commercial cannabis operation.
3. For employee permits, after the background checks and investigation are complete, and in no case later than 30 days after receipt of a properly completed application, the Police Chief shall either approve or deny an employee permit. At the discretion of the Police Chief, employee permits may be conditionally approved pending the background investigation.

i. Term of permits and renewals. Employee permits issued under this section shall expire one year following the date of issuance. Applications for renewal shall be made at least 45 days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this section. When made less than 45 days before the expiration date, the expiration of the permit will not be stayed

j. Grounds for denial of regulatory permit. The City Council may in its sole discretion deny a regulatory permit or limit a regulatory permit to specified uses. When considering whether to deny or limit a regulatory permit, the Council shall consider the following:

1. Whether the business or conduct of the business at a particular location is prohibited by any local or state law, statute, rule, or regulation.
2. Whether the business owner or operator has been issued a local or state permit related to commercial cannabis operations at any other location in California, or another state; whether that permit was suspended or revoked; and whether the business owner or operator has had disciplinary action relating to the permit.
3. Whether the business owner or operator has knowingly made a false statement of material fact or has knowingly omitted a material fact in the application.
4. Whether the business owner or operator, or any responsible person, has been:
 - (a) Convicted of a violent felony, as specified in Subdivision (c) of Section 667.5 of the Penal Code; and
 - (b) Convicted of a serious felony, as specified in Subdivision (c) of Section 1192.7 of the Penal Code; and

- (c) Convicted of a felony involving fraud, deceit, or embezzlement; Convicted of a felony for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor; and
 - (d) Convicted of a felony for drug trafficking with enhancements pursuant to Sections 11370.4 or 11379.8 of the Health and Safety Code; and
 - (e) Subject to fines, penalties, or otherwise sanctioned for cultivation or production of a controlled substance on public or private lands pursuant to Sections 12025 or 12025.1 of the Fish and Game Code; and
 - (f) Sanctioned by a licensing authority or a city, county, or City and county for unauthorized commercial cannabis activities, has had a license suspended or revoked under this division in the three years immediately preceding the date the application is filed with the City; and
 - (g) A conviction for any controlled substance felony subsequent to permitting shall be grounds for revocation of a regulatory permit or denial of the renewal of a regulatory permit. A "conviction" within the meaning of this subsection means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
- 5. Whether the business owner or operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
 - 6. Whether the business owner or operator is under 21 years of age, or any older other age set by the state.
 - 7. Whether the cannabis operation complies with the zoning ordinance or development standards of the City of Firebaugh.
 - 8. Whether the required business license fee, annual regulatory fee, revenue raising fee, or other City fees and/or taxes have been paid.
 - 9. Such other grounds the Council determines are reasonable.
- k. Grounds for denial of employee permit. The grounds for denial of an employee permit shall be one or more of the following: The applicant has been issued a local or state permit related to commercial cannabis operations at any other location in California, or another state, and that permit was suspended or revoked, or the applicant has had disciplinary action relating to the permit.
- 1. The applicant has been:
 - (a) Convicted of a violent felony, as specified in Subdivision (c) of Section 667.5 of the Penal Code.
 - (b) Convicted of a serious felony, as specified in Subdivision (c) of Section 1192.7 of the Penal Code.
 - (c) Convicted of a felony involving fraud, deceit, or embezzlement.

- (d) Convicted of a felony for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor.
 - (e) Convicted of a felony for drug trafficking with enhancements pursuant to Sections 11370.4 or 11379.8 of the Health and Safety Code.
 - (f) Subject to fines, penalties, or otherwise sanctioned for cultivation or production of a controlled substance on public or private lands pursuant to Sections 12025 or 12025.1 of the Fish and Game Code.
 - (g) Sanctioned by a licensing authority or a city, county, or City and county for unauthorized commercial cannabis activities, has had a license suspended or revoked under this division in the three years immediately preceding the date, the application is filed with the City.
- 2. The applicant has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
- 3. The applicant has committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit.
- 4. An applicant is under 21 years of age, or any older age set by the state.
- I. Notice of decision and final action.**
 - 1. Regulatory permit. Action on the regulatory permit shall be as follows:
 - (a) The Police Chief shall cause a written notice of his or her recommendation on the issuance or denial of a regulatory permit, and the date and time when the City Council will consider action on the regulatory permit, to be personally delivered or mailed to the applicant by certified United States mail, postage prepaid.
 - (b) Following a public hearing, the Council may grant the regulatory permit, limit the regulatory permit to specified uses, or deny the issuance of the regulatory permit for any of the grounds specified in this section. In granting a regulatory permit, the Council may impose such conditions as it deems reasonable under the circumstances to protect the public health, safety, and welfare of the community. The decision of the Council shall be final, subject to judicial review below.
 - 2. Employee permit. Action on the employee permit shall be as follows: The Police Chief shall cause a written notice of his or her determination on the issuance or denial of an employee permit to be personally delivered or mailed to the applicant by certified United States mail, postage prepaid. The Police Chiefs decision on an employee permit shall be final.
- m. Suspension and revocation of regulatory permit or employee permit.**
 - 1. Regulatory permit. The City Council may suspend or revoke the regulatory permit of a commercial cannabis operation when any of the following occur:
 - (a) The commercial cannabis operation is conducted in violation of any provision of this section, the Act, or any other applicable law.

- (b) The commercial cannabis operation is conducted in such a manner as to create a risk of danger to the public health or safety.
 - (c) A failure to pay the regulatory fee, the revenue raising fee, or all City taxes as required.
 - (d) A failure to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside of or outside the premises, traffic control problems, or obstruction of the operation of another business.
 - (e) A failure to comply with the terms and conditions of the regulatory permit or any conditional use permit issued in connection therewith.
 - (f) Any act which would be considered grounds for denial of the regulatory permit in the first instance.
- 2. Employee permit. The Police Chief may suspend or revoke an employee permit when the permittee or the employee has committed any one or more of the following acts:
 - (a) Any act which would be considered a ground for denial of the permit in the first instance.
 - (b) Violates any provision of this section, the Act, or any other applicable law relating to the commercial cannabis operation.
 - (c) Violates or fails to comply with the terms and conditions of the employee permit.
- 3. Procedures for revoking regulatory permits. For regulatory permits, the procedures for revoking conditional use permits shall be utilized, except that the matter shall be heard by the City Council in the first instance.
- 4. Procedures for revoking employee permits. Prior to suspension or revocation of an employee permit, the Police Chief shall conduct a hearing. Written notice of the time and place of such hearing shall be served upon the permittee at least five calendar days prior to the date set for such hearing. The notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending the permit. Notice may be given either by personal delivery or by certified United States mail, postage prepaid to the last known address. Any permittee aggrieved by the decision of the Police Chief to suspend or revoke an employee permit shall have no appeal rights and the Police Chief's decision shall be final, subject to judicial review as set forth in this section.
- 5. Immediate suspension. The Police Chief may immediately suspend or revoke a regulatory permit or an employee permit without notice or a hearing, subject to the appeal rights set forth herein, under the following circumstances:
 - (a) The business owner, operator or responsible party is convicted of a public offense in any court for the violation of any law which relates to the cannabis operation, or in the case of an employee permit, the employee is convicted of a public offense in any court for the violation of any law which relates to the permit.
 - (b) The Police Chief determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The Police Chief shall articulate the grounds for the immediate suspension in writing and the suspension shall only be for as long as necessary to address the circumstances which led to the immediate suspension.

- n. Effect of denial or revocation. When the City Council shall have denied or revoked a regulatory permit, or the Police Chief shall have denied or revoked an employee permit, no new application for a regulatory permit or an employee permit shall be accepted and no regulatory permit or employee permit shall be issued to such person or to any corporation in which he or she shall have any beneficial interest for a period of one year after the action denying or revoking the regulatory permit or employee permit.
- o. Abandonment. A regulatory permit shall be deemed abandoned if commercial cannabis operations cease for a period of more than 90 consecutive days. Before restarting operations, a new regulatory permit shall be secured. The ninety-day period shall be tolled during periods of force majeure, which shall be defined as follows: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of the permittee.
- p. Fees and taxes. All commercial cannabis operations in the City of Firebaugh shall pay applicable fees and taxes, which may include one or more of the following:
[Amended 7-15-2019 by Ord. No. 19-03]
 - 1. Business license fee. The business owner shall always maintain a current and valid business certificate and pay all business taxes required by Title 5, Chapter 5.04, of the Firebaugh Municipal Code pertaining to Business Licensing.^[2]
[2] *Editor's Note: See Ch. 4, Licenses and Business Regulations.*
 - 2. Regulatory license fee. The business owner permitted to operate a commercial cannabis operation within the City of Firebaugh shall pay an annual regulatory license fee ("regulatory fee") to cover the costs of services, including, but not limited to, anticipated enforcement relating to the commercial cannabis operation. The amount of the fee shall be set by resolution of the City Council and be supported by the estimated additional service costs associated with the commercial cannabis operation. The regulatory fee shall be due and payable prior to opening for business and thereafter on or before the anniversary date. The regulatory fee may be amended from time to time based upon actual costs.
 - 3. Revenue raising fee. An annual revenue raising fee ("revenue raising fee") shall be applied for the privilege of having the right to operate in the City and provided as a condition of the development agreement.
 - (a) Revenue raising fee finding. The City Council specifically finds that it is approving this Ordinance allowing commercial cannabis operations to operate in the City with the express understanding that the business will pay the revenue raising fee to the City as set forth herein, and that without the revenue raising fee, the City Council would not have adopted this Ordinance allowing commercial cannabis operations to operate in the City. By opening a commercial cannabis operation in the City, the premises owner, business owner, operator, and all responsible parties agree that, if the revenue raising fee is challenged by any one of them or a third party and set aside, the business must cease operation.
 - (b) Amount of fee and terms of payment. The revenue raising fee shall be an annual fee of \$25 per square foot for the first 3,000 square feet, which shall be the minimum annual fee for all commercial cannabis operations, and \$10 per square foot for the remaining space utilized in connection with each commercial cannabis operation. The square footage calculation shall be determined by including all portions of the premises under the control of the business owner

and deducting therefrom driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis operation (such as a janitorial closet). The total under-canopy square footage shall be included in the square footage calculation.

- (c) Dispensary fees and taxes. Dispensaries permitted within the City of Firebaugh shall be subject to the annual business license fee, annual regulatory permit fee based on square footage as set forth in Subsection p3(b)above, and a percentage-based revenue-raising fee as set out in the development agreement for the commercial cannabis operation regulatory permit.
- (d) If more than one commercial cannabis operation operates on the premises, whether within a single building or multiple buildings, each regulatory permit holder shall be responsible for paying the revenue raising fee. The revenue raising fee shall be payable in advance, in not less than quarterly installments, with the first quarterly payment due prior to issuance of a certificate of occupancy. The first payment shall not be prorated, and in no event shall the first payment be less than the equivalent of one full quarterly payment. All quarterly payments shall be received by the City before the end of the quarter.
- (e) The amount of the revenue raising fee shall be set by resolution of the City Council.
- (f) Alternative voter-approved tax. If the voters of the City approve a tax on commercial cannabis operations, the business owner shall pay that tax in lieu of the revenue raising fee once the City begins to collect the tax revenue.

4. Cannabis taxes. In addition to any other business or license fees required under this § 25-41.13, the business owner or cannabis license holder shall be responsible for collecting and remitting any and all taxes, whatever their nature, that are legally in effect at the time.

- q. Recordkeeping. The responsible party shall make and maintain complete, accurate, and legible records of the permitted commercial cannabis operations evidencing compliance with the requirements of this section. Those records shall be maintained for a minimum of five years.
- r. Inspection. Commercial cannabis operations shall be open for inspection by any City law enforcement officer, City code enforcement officer, or City financial auditor or their designees at any time the commercial cannabis operation is operating, at any other time upon responding to a call for service related to the property where the commercial cannabis operations are occurring, or otherwise upon reasonable notice. Recordings made by security cameras at any commercial cannabis operation shall be made immediately available to the Police Chief upon verbal request. No search warrant or subpoena shall be needed to view the recorded materials.
- s. Indemnification.
 - 1. In authorizing commercial cannabis operations under this section, the City makes no guarantees or promises as to the lawfulness of the approved activity under state or federal law, and the business owner, operator and all responsible parties are obligated to comply with all applicable laws and regulations. To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to the adoption of this Ordinance or the operation of any commercial cannabis operation approved pursuant to this Ordinance, or under state or federal law. The business owner, operator and all responsible parties shall defend, hold harmless, release, and indemnify the City, its agents, officers, and employees, from any liability associated with the approved use or adverse determinations made by the state or federal government. An adverse determination could include cessation of operations.

2. The business owner agrees to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge related to commercial cannabis operations operating under the authority of this Ordinance. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the permittee of its obligation hereunder.
3. If requested by the City Attorney, the business owner shall execute an agreement memorializing the requirements of this subsection.

Section 2: This ordinance shall take effect thirty (30) days after its adoption.

Section 3: The City Clerk is authorized and directed to cause this ordinance to be codified after its adoption.

Section 4: 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. 22-02 was introduced at a regular meeting of the City Council of the City of Firebaugh on the 7th day of February, 2022, and was passed and adopted at a regular meeting of the City Council on the ____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor
City of Firebaugh

Rita Lozano, Deputy City Clerk
City of Firebaugh

MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

BETWEEN

CITY OF FIREBAUGH, CALIFORNIA

AND

MID-VALLEY DISPOSAL, LLC

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MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

BETWEEN

CITY OF FIREBAUGH, CALIFORNIA

AND

MID-VALLEY DISPOSAL, LLC

This Franchise Agreement ("Franchise Agreement") is entered into this first day of April 2022, by and between the City of FIREBAUGH ("City") and Mid-Valley Disposal, LLC, a California Limited Liability Company ("Grantee" or "Contractor"), for the collection, transportation and disposal of Solid Waste and for other services as further specified herein in Exhibit "A."

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction; and

WHEREAS, pursuant to California Public Resources Code Section 40059 (a), the City Council has determined that that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from all residential, industrial and commercial premises in the City; and

WHEREAS, Grantee has lawfully conducted solid waste handling operations in the City for several years, and has delivered a level of service to its customers commensurate with the highest industry standards. Grantee is well-qualified to continue providing that service; and

WHEREAS, the previous agreement and amendments between City and Grantee need to be updated; and

WHEREAS, in consideration of a long-term agreement, Grantee has agreed to waive and release City from all prior claims related to the previous agreement; and

WHEREAS, in order to comply with the mandates of AB 939, subsequent legislation and regulation, the City must have the ability to direct the flow of Solid Waste within the incorporated City for the purposes of reporting, processing, recovery and disposal; and

WHEREAS, the City Council declares its intention of ensuring the delivery of adequate Solid Waste Handling services and of maintaining reasonable Fees for the provision of such handling services within the City;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - COVENANTS, REPRESENTATIONS AND WARRANTIES

A. Covenants, Representations and Warranties of Grantee

Grantee hereby makes the following covenants, representations and warranties for the benefit of the City as of the date of this Agreement.

- (1) Grantee is duly organized and validly existing as a limited liability company in good standing under the laws of the State of California.
- (2) Grantee has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement.
- (3) Each Person signing this Agreement on behalf of Grantee has been authorized by Grantee to do so, and this Agreement has been duly executed and delivered by Grantee, and constitutes a legal, valid and binding obligation of Grantee enforceable against Grantee in accordance with its terms.
- (4) To the best of Grantee's knowledge, there is no action, suit, or proceeding before any court or governmental entity against Grantee or affecting Grantee, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Grantee.
- (5) Grantee has sufficient financial resources to perform all aspects of its obligations hereunder. There has been no material adverse change in Grantee's or, if applicable, in Grantee's parent company's, financial circumstances since the date of the most recent financial statements or information, submitted to the City or reviewed by the City at the offices of Grantee.
- (6) Grantee has the expert, professional, and technical capability to perform all of its obligations under this Agreement and will maintain the capability at all times during this Agreement's term. Grantee represents that it is familiar with existing law and recognizes that it is the City's agent in fulfilling waste hauling requirements as outlined under the Firebaugh Municipal Code.
- (7) Prior to providing any service authorized by this Agreement, Grantee will have provided to the City Manager the security instrument and certificates of insurance required by the Agreement.
- (8) Prior to providing any service authorized by this Agreement, Grantee will have provided to the City Manager reasonably acceptable proof that the Grantee has obtained all necessary permits, authorizations and licenses which are required for furnishing such service.

B. Covenants, Representations and Warranties of the City

The City hereby makes the following covenants, representations and warranties to and for the benefit of Grantee as of the date of this Agreement:

- (1) The parties executing this Agreement on behalf of the City are duly authorized to do so. This Agreement constitutes the legal, valid and binding Agreement of the City and is enforceable against the City in accordance with its terms.
- (2) To the best of the City's knowledge without having conducted any research, there is no action, suit, or proceeding against the City before any court or governmental entity wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement.
- (3) The City shall reasonably consistent with its governmental duties, cooperate with Grantee in preserving the confidentiality of Grantee's proprietary information, including trade secret information, and preventing its disclosure. It will be the obligation of Grantee to designate what information it deems to be a trade secret or otherwise in need of protection at the time such information is provided to City. No copies of such proprietary information shall be retained by City as public records under California law. Such information may include financial information that concerns activities or aspects of the Grantee's business that are unrelated to any work performed for the City, and any other information from which the identity of any account, customer, vendor, buyer, supplier, end user, or other source or transferee of recyclable material may be reasonably ascertained, such as name, address, or other identifying information. Grantee shall defend and indemnify City, elected officials, officers, employees, contractors, consultants, attorneys, agents and volunteers, including for City attorney fees, staff costs, awards and judgments, for any claims brought against City for failure to produce any requested documentation related to Grantee and its business in possession of City in accordance with a Public Record's Act.
- (4) The City shall use best reasonable efforts to update and amend applicable provisions of its Municipal Code to the extent the City determines such changes are necessary to conform to this Agreement and to meet its obligations hereunder.

SECTION 2 - DEFINITIONS

Whenever any term used in this Franchise Agreement has been defined by AB939 or in the Municipal Code, the definitions therein, as presently defined and as they may be amended in the future shall apply unless the term is otherwise defined in this Agreement. In the event of conflict between the definition found in AB939, in the City Code and this Agreement, the definition in this Agreement shall govern all other definitions, while the definition in the City Code shall take precedence over the definition contained in AB939. The definitions are set forth on the attached and incorporated Exhibit "C".

SECTION 3 - GRANT AND ACCEPTANCE OF EXCLUSIVE FRANCHISE RESIDENTIAL AND COMMERCIAL FRANCHISE

A. Grant of Franchise

Pursuant to the provisions of the City Code and pursuant to AB939, and subject to the terms and conditions of this Agreement (including all extensions or renewals), City hereby grants to Grantee the sole and exclusive right, privilege, and franchise to provide the Solid Waste Handling services described in Exhibit "A" (Provided Services) to this Agreement to all single family units, multifamily units, and commercial, industrial, and institutional premises within the City, and to use the City streets and roads for such purpose. City shall actively enforce the exclusive rights of Grantee to

provide services within the Franchise Area. By this Agreement and subject to its terms, the City grants the broadest form of exclusive solid waste handling franchise permissible under applicable law including its general municipal police powers and the specific authority given to local agencies by California Public Resources Code Section 40059 to determine aspects of solid waste handling that are of local concern. The foregoing reference to Section 40059 includes the relevant appellate case law interpreting that statute.

B. Acceptance of Franchise

Grantee agrees to be bound by and comply with all the requirements of this Franchise Agreement. Grantee waives, terminates and hereby releases any right or claim to serve any part of the City under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.

C. Exceptions to Exclusivity

The foregoing Grant of Franchise excludes the following:

- (1) Self-Haul. Any Solid Waste otherwise within the Scope of this Agreement which is removed and personally transported from any premises by the owner or occupant who generated the solid waste using his or her own equipment thereof for the purpose of lawfully delivering same to a Solid Waste Facility authorized to receive and handle solid waste. The use of a subcontractor by City is not "self-haul" within the meaning of this exception.
- (2) Gardeners and Landscapers. The collection, transportation and disposal by a gardener or landscaper of green waste or yard trimmings which are generated as an incidental part of providing gardening, landscaping or landscape maintenance services, provided that the gardener or landscaper is not a hauling service or solid waste enterprise, does not separately or additionally charge for the incidental service of removing, transporting or disposing of the green waste or yard trimmings, and utilizes only his or her own employees and equipment to collect, transport and dispose of same.
- (3) Sale or Gift of Recyclable Materials. Source separated Recyclable Materials which are either donated or sold by the generator of the materials to a party other than Grantee. A mere discount or reduction in price of the Grantee's charges for the handling of such materials is not a sale or donation within the meaning of this Agreement. For purposes of this Agreement, materials shall be deemed "solid waste" within the meaning of California Public Resources Code Section 40191, and shall be regulated as such, whether or not they may be potentially recyclable, in either of the following instances: (a) when the material is mixed or commingled with other types of solid waste, or (b) where the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any person or combination of persons in exchange for collection, removal, transportation, storage, processing, handling, consulting, container rental or disposal services ("fee for service" recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or affiliate of the provider of such service.

SECTION 4 – TERM AND TERMINATION

The initial term of this Agreement shall commence at 12:00 a.m. on April 1st 2022 and expire at 12:00 a.m. on March 31st, 2032. Thereafter, beginning on April 1st, 2023, and on each April 1st anniversary date thereafter, the term of this Agreement will be extended automatically for one (1) additional year, so as to have a rolling term of ten (10) years. Should either party desire that said automatic renewal and extension provision be terminated, such party shall give the other written notice of nonrenewal between January 1 and June 30 in any year, but not before the year 2023. Any such notice, properly given, shall serve to terminate the automatic one-year renewal and extension provision only, and this Agreement shall remain in effect for the balance of the term then outstanding. In the event that either party exercises its right to terminate the automatic renewal and extension provision under this paragraph, the parties may subsequently reinstate the automatic renewal and extension provision by mutual written agreement. Termination of this Agreement may also occur pursuant to the section "Failure to Perform and Remedies," hereafter stated in this Agreement.

SECTION 5 - FRANCHISE AREA

The Franchise Area granted by this Agreement is the legally established geographic limits of the City, as the same now exist or may hereinafter be revised by annexation or otherwise. Grantee shall perform Solid Waste Handling services pursuant to this Agreement only in such Franchise Area.

SECTION 6 - SERVICES PROVIDED BY GRANTEE

The following minimum operating requirements shall apply to Grantee, except to the extent any operating requirement is specifically eliminated or modified in Exhibit "A":

A. Employees

- (1) Each employee or other Person driving Grantee's vehicle shall at all times have a valid California vehicle operator's license appropriate for the vehicle being driven.
- (2) All Grantee employees shall wear clean clothing of a uniform type when engaged in collection operations under this Agreement.
- (3) Each employee dealing with Customers, including without limit those engaged in collection or billing, shall at all times behave in a courteous manner.
- (4) Noncompliance with the employee items above are subject to the terms of Section 10, Failure to Perform and Remedies.

B. Hours of Collection

Grantee shall not collect Solid Waste within a residential area or within a commercial area which is contiguous to a residential area between the hours of 10:00 P.M. and 5:00 A.M. the next day.

C. Office for Inquiries and Complaints

City shall receive and log customer inquiries and complaints and transmit any service requests or complaints to Grantee electronically or via other mutually agreed upon method. Grantee shall maintain an office at some fixed place and keep regular business hours and shall maintain a locally listed telephone number. Such listing shall be in the Grantee's name or in the fictitious business name under which Grantee provides Solid Waste Handling services to the Area. This Section shall not require the Grantee to maintain an office which is different than or separate from the office for inquiries and complaints maintained by Grantee.

D. Records and Reports

Grantee shall prepare, maintain and provide to the City such records and reports as required in this Agreement, as well as records related to services in this agreement required under any other applicable law.

E. Requested Service

Grantee shall provide Solid Waste Handling services to all Customers within its approved Franchise Area who request such service, except when denial or discontinuance of service is specifically authorized by this Agreement. Such service shall commence within seven (7) working (waste collection) days of the Customer's request.

F. Collection Frequency

For health and safety purposes, minimum collection frequency for all Solid Waste Handling Customers shall be once per week, in accordance with Section 17331 of Title 14, California Code of Regulations. Grantee shall correct any missed collection of a Customer's Solid Waste within two (2) working (waste collection) days of notice thereof, unless the next regular collection of such waste is scheduled to occur within three (3) working (waste collection) days of such notice.

G. Containers

In addition to any requirement Grantee is subject to under its Health and Safety Permit, each container shall be replaced in its proper place in a neat and orderly manner; any litter spilled from a container by Grantee's employees while emptying a container shall be cleaned up by Grantee's employees.

H. Noise

In addition to any requirement Grantee is subject to under applicable law, Grantee shall not create any noise in excess of what is reasonable and necessary in providing Solid Waste Handling services to its Customers. Further, Grantee shall actively evaluate and strive to implement noise reduction measures on an ongoing basis, consistent with common industry practice and standards applicable in similar circumstances.

I. Collection Equipment

Grantee shall provide an adequate number of vehicles and equipment to provide the Solid Waste Handling services required under its Franchise Agreement. No vehicle shall be used for the collection and transportation of Solid Waste prior to such initial and/or periodic inspection and

approval by the Department of Public Health, Division of Environmental Health Services to the extent required under the Grantee's applicable Health and Safety Permit.

All motor vehicles used by Grantee under its Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. In addition, vehicles must be in compliance with the California Air Resources Board requirements and any other applicable state or federal laws and/or regulations pertaining to the operation of Solid Waste handling equipment.

J. Privacy

Grantee shall strictly observe and protect the rights of privacy of its Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless as part of a legitimate inquiry by a governmental unit, or as authorized by a court of law or by statute, or upon written authorization of the Customer. This provision shall not be construed to preclude Grantee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939, or the City, provided that no such analysis shall identify any person or connect any person to any particular waste. In addition, Grantee shall not market, sell, convey, or donate to any Person any list with the name or address of Customers except that Grantee may provide such lists to authorized employees and authorized representatives of the City as necessary to comply with this Franchise Agreement. Grantee shall, at all times and consistent with prevailing industry standards, utilize encryption or other security measures reasonably calculated to protect Customer information from unauthorized disclosure.

K. Customer Complaints

Grantee shall respond to customer complaints whether received directly from customers, or by customer through City. Grantee shall designate a government liaison Person responsible for working with the City to resolve Customer complaints. The name of the liaison Person and a 24 hour availability telephone number shall be provided to the City Manager. Customer complaints shall be resolved in accordance with Section 10(B) herein, "Resolution of Customer Complaints."

L. Property Damage

- (1) Any physical damage caused by the act or omissions of employees, officers, or agents of the Grantee to private or public property resulting from operations under this Agreement shall be promptly repaired or replaced by Grantee at Grantee's sole expense.
- (2) With respect to driving surfaces, Grantee shall be responsible for damage (excluding normal wear and tear), whether or not paved, resulting from the weight of vehicles providing Solid Waste Handling services on public or private property when it can be demonstrated that such damage is the result of vehicles exceeding speed limits or maximum weight limits set by the State of California or by other negligent operation of vehicles by Grantee's employees.

M. Gratuities

Grantee shall not, nor shall it permit any officer, agent, or employee employed by it, to request, solicit or demand, either directly or indirectly, any gratuity for services authorized or required under its Agreement.

N. Laws and Licenses

Grantee shall comply with all federal, state, and City, County or local laws, ordinances, rules, and regulations applicable, from time to time and as amended, to the performance of the Solid Waste Handling services provided under this Franchise Agreement and shall obtain and maintain in full force and effect all licenses and permits necessary to perform such services throughout the term of this Franchise Agreement.

O. Services During Strikes, Lockouts or Other Labor Disturbances

In the event of labor strikes, lockouts, or other labor disturbances, Grantee and City agree to cooperate fully in developing and implementing contingency plans for the continued collection and handling of Solid Waste in order to safeguard public health and avert imminent and substantial threats to public health and safety. Without limitation, these cooperation efforts may include prioritizing the collection of Solid Waste from certain businesses in order to control the accumulation of Solid Waste that may lead to more immediate threats to public health such as putrescible waste, sewage sludge, and manure or other animal waste.

SECTION 7 - OWNERSHIP OF SOLID WASTE INCLUDING RECYCLABLE MATERIALS

Except as otherwise provided in state law, ownership of Solid Waste shall transfer to Grantee at such time as the Solid Waste is discarded by the Solid Waste Handling service Customer. City makes no claim of ownership to the discarded solid waste.

SECTION 8 - WASTE DELIVERY DESIGNATION

City reserves the right to designate the disposal facility or facilities to which Grantee shall deliver Solid Waste generated within City and collected by Grantee pursuant to this Agreement. This designation, when made, shall be subject to the following:

- (1) Solid Waste that Grantee determines to be suitable for Processing or green composting may be delivered by Grantee to a Materials Recovery Facility or Designated Source Separated Organic Waste Facility selected by Grantee, and only the Residual Solid Waste resulting from Processing will be subject to the waste delivery designation.
- (2) If the City Manager or his/her designee directs Grantee to deliver residual Solid Waste collected pursuant to this Agreement to a Solid Waste Facility that is different from the facility Grantee is then using for the disposal of such waste, or in amounts that are different than the amount that Grantee is currently delivering to that facility, and this direction results in increased operating costs to the Grantee, Grantee shall be entitled to a corresponding Fee adjustment to fully compensate Grantee for the increased costs.

SECTION 9 - INDEMNIFICATION AND INSURANCE, AND PERFORMANCE BOND

A. Indemnification of City

The Grantee agrees to indemnify, defend (with counsel chosen by City) and hold harmless the City and its authorized elected officials, officers, employees, contractors, consultants, attorneys, agents and volunteers from any and all fines, penalties, claims, actions (legal or administrative), losses, damages, and/or liability arising out of Grantee's performance of services under this Agreement, except to the extent, if at all, that such liability arises solely as a result of City's own gross negligence or willful misconduct. This Section 9 shall survive termination of the Agreement.

Hazardous Waste Indemnification

Without limiting the generality of the foregoing, if Grantee is alleged to have, or determined to have, or not disputed allegations that it has negligently or willfully acted or failed to act with respect to the collection, handling or transportation of Hazardous Waste, Grantee shall indemnify, defend with counsel chosen by City, protect and hold harmless the City and its respective elected officials, officers, employees, contractors, consultants, attorneys, agents, volunteers, assigns, and any successor or successors harmless from and against all claims, actual damages (including, but not limited to, special and consequential damages), natural resources damage, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its respective officers, employees, agents, or Grantees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste as to which Grantee has negligently or willfully acted or failed to act with respect to its collection, handling or transportation at any place where Grantee stores, handles, transports or disposes of Solid Waste pursuant to this Franchise Agreement. The foregoing indemnity does not extend to liability arising from de minimis amounts of household hazardous waste that Customers may place in solid waste receptacles, and excludes liability arising from City's decision to exercise its waste delivery designation rights under Section 8 of this Agreement where Grantor provided advanced written notice objecting to the location designated by the City. The foregoing indemnity is intended to operate and shall operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, indemnify, and hold the City harmless from liability. This Section 9B shall survive the termination, lapse or any change in the relationship of the Parties hereto.

B. Insurance Requirements

Insurance Requirements

(1) Commercial General Liability

- i. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- ii. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City.
- iii. Coverage shall state that Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. Coverage shall contain a waiver of subrogation in favor of the City.

(2) Business Automobile Liability

- i. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

(3) Workers' Compensation and Employers' Liability

- i. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(4) All Coverages

- i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- iii. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- iv. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

- v. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor.

C. Performance Bonds or Other Security

Grantee shall furnish to the City without additional charge a corporate surety bond, a letter of credit or other security device acceptable to the City in City's sole discretion, as security for performance under this Franchise Agreement (collectively "Security"). The amount of the Security shall be the lesser of one month's expected Gross Receipts Less Disposal Charge, or Fifty Thousand Dollars (\$50,000.00). Adequate proof of the existence of the Security shall be provided (e.g., a certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond and each renewal thereof). The surety on the bond, the bank on which the letter of credit is drawn and the surety for any other Security device shall be a company acceptable to the City and shall be authorized to do business in the State of California.

D. Modification

The requirements of this Section 9 may be modified or waived in writing by the City upon the request of Grantee, provided the City reasonably determines such modification or waiver is in the best interest of City and of the public welfare, considering all relevant factors, including acceptable financial guarantees provided by Grantee or by a parent company of Grantee.

SECTION 10 - FAILURE TO PERFORM AND REMEDIES

The rights of the Grantee and City upon the failure of either to perform as required under this Agreement shall be as provided below:

A. Administration, Enforcement and Remedies

- (1) If the City Manager determines at any time that the Grantee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, the City Manager will notify Grantee in writing of such deficiencies ("Notice of Deficiency").

The Notice of Deficiency may provide a reasonable time within which correction of all noted deficiencies is to be made. Unless a shorter or longer period of time is specified in the notice of deficiency sent by the City Manager, a reasonable time for correction shall be thirty (30) consecutive calendar days from the receipt by the Grantee of such written notice. If the Grantee cannot reasonably correct or remedy a noted deficiency within the time specified in the Notice of Deficiency, but the Grantee immediately commences to

correct or remedy such deficiency within the time set forth in the Notice of Deficiency and diligently pursues such correction or remedy thereafter Grantee shall not be deemed to have failed to correct or remedy the Notice of Deficiency. The Parties agree that while uncured defaults of material provisions of the Agreement which present an imminent and substantial threat to public health and safety should result in termination of the Agreement, minor defaults should be the subject of liquidated damages as set forth herein. For purposes of this section, assessment of liquid damages in total of more than \$10,000.00 in any twelve (12) month period shall be deemed a material breach.

(2) The City Manager shall review the Grantee's response to the Notice of Deficiency. If the City Manager determines that the Grantee has not cured the deficiency, or if there is no cure period provided in the Notice of Deficiency given the nature of the deficiency, the City Manager shall either:

- i. Refer the matter directly to the City Council for decision pursuant to subsection (4) of this Section 10-A; or
- ii. Decide the matter and notify the Grantee of that decision, in writing.
 - The decision of the City Manager may be to terminate the Franchise Agreement or may be to impose some lesser sanction;
 - The decision of the City Manager shall be final and binding on Grantee unless the Grantee files a "Notice of Appeal" with the City Manager within thirty (30) days of receipt of the City Manager's decision. The Notice of Appeal shall be in writing, shall contain a detailed and precise statement of the basis for the appeal.
 - Within fourteen (14) working days of receipt of a Notice of Appeal, the City Manager shall refer the appeal to the City Council for proceedings in accordance with subsection (4) of this Section 10-A.

(3) Should the City Manager refer the Notice of Deficiency to the City Council in the first instance, or if the matter reaches the City Council pursuant to a Notice of Appeal, the City shall set the matter for hearing.

- i. If the City Council sets the matter for public hearing:
 - The City shall give Grantee, and any interested person requesting the same, ten (10) days written notice of the time and place of the hearing. At the hearing, the City shall consider the report of the Manager indicating the deficiencies, and shall give the Grantee, or its representatives and any other interested person, a reasonable opportunity to be heard.
 - Based on the evidence presented at the public hearing, the City Council shall decide the appropriate action to be taken. If, based upon the record, the City determines that as noted in the Notice of Deficiency the Grantee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or constitute a material violation of applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, then the City may terminate this Franchise Agreement forthwith if it determines that an

imminent and substantial threat to public health and safety has been created as a result of Grantees' deficiency, or in the case of any other uncorrected breach, it may impose such lesser sanction or sanctions not involving termination as it deems reasonably appropriate. The decision of the City Council shall be final and conclusive.

(4) Grantee's performance under this Franchise Agreement is not excused during the period of time prior to the City Manager's or the City Council's final determination, as the case may be, regarding the validity of, and appropriate response to, the deficiencies noted in the Notice of Deficiency.

(5) In the event Grantee: (i) has received a Notice of Deficiency and fails to perform Solid Waste Handling services; or (ii) has had its Franchise Agreement terminated; the City, reserves the right, in addition to all other rights available to the City, to take any one or combination of the following actions:

- i. To rent or lease from Grantee, at its respective fair and reasonable rental value, all or any part of the Grantee's equipment (including collection containers utilized by Customers and office equipment and billing programs), utilized by Grantee in providing the Solid Waste Handling services required under this Franchise Agreement. The City may rent or lease such equipment for a period not to exceed six (6) months, for the purpose of performing the Solid Waste Handling services, or any part thereof, which Grantee is (or was), obligated to provide pursuant to its Franchise Agreement. The City may use said rented equipment to directly perform such Solid Waste Handling service or to assign it to some other Grantee or Person to act on the City's behalf. Grantee shall be held responsible for the costs of indemnifying the City or its assignee from all liability resulting from the operation of Grantee's equipment. In the case of equipment not owned by Grantee, Grantee shall assign to the City, to the extent Grantee is permitted to do so under the instruments pursuant to which Grantee possesses and uses such equipment, the right to possess and use the equipment.
- ii. As used in this subsection, "reasonable rental value" means the rate for such equipment as listed in the State Division of Transportation publication, "Labor Surcharge and Equipment Rental Rates," in effect at the time the City leases the equipment. If a particular piece of equipment is not listed in said publication or if said publication is not current, the reasonable rental value may be established by the Manager by any equitable alternative method.
- iii. If the City exercises its rights under this subsection, the City shall pay or owe Grantee the reasonable rental value of the equipment so taken for the period of the City's possession thereof. The City may offset any amounts due to Grantee pursuant to this provision against any amounts due the City from Grantee.
- iv. All revenues owed by Customers which are attributable to services performed by or at the direction of the City during City's assumption of Grantee's Solid Waste Handling duties shall be billed and paid to the City. To the extent Grantee receives such revenue after City's assumption of Grantee's Solid Waste Handling duties, Grantee shall pay such revenue to City promptly after receipt thereof (or promptly after City has performed the services related to such revenue, if the revenue was received by the Grantee prior to the City's

assumption of duties) and Grantee shall be deemed to have assigned to City all of Grantee's right and interest to any such revenues.

- (6) The City rights set forth in this Section 10–A are in addition to, and not in limitation of, any other powers or rights available to the City upon failure of Grantee to perform its obligations under this Franchise Agreement. Further, by entering into this Franchise Agreement Grantee acknowledges, admits and agrees, for use as evidence in any proceeding of any nature, and from time to time, that its material violation of any terms of this Franchise Agreement shall cause the City to suffer irreparable injury and damages sufficient to support injunctive relief to enforce the provisions of the Franchise Agreement, and to enjoin the breach thereof. Grantee hereby agrees that the City may deem the foregoing a stipulation, for any purpose or proceeding.

B. Resolution of Customer Complaints

Procedures for resolution of complaints and other disputes shall be as follows:

- (1) Grantee agrees to use its best efforts to resolve all complaints received by close of business of the second working (waste collection) day following the date on which such complaint is received. (See Office of Inquiries and Complaints section herein). Service complaints may be investigated by City Manager, as necessary to resolve. Grantee shall provide reasonable cooperation in the event of such investigation. Grantee shall maintain records listing the date of Customer complaint, the name, address and telephone number of Customer, the nature of the complaint or request, and the date when and nature of the action taken by the Grantee to resolve the complaint. All such records shall be maintained for at least three (3) years after Grantee's receipt of the complaint or inquiry and shall be available for inspection by City during all business hours. Service complaints shall be responsibility of Grantee whether received by City and forwarded to Grantee, or received directly by Grantee.
- (2) If the Grantee fails to cure a complaint, the City Manager shall review the complaint and determine if further action is warranted. The Manager may request written statements from the Grantee and Customer, or oral presentations or both written and oral presentations.
- (3) The City Manager shall determine if the Customer's complaint is justified, and if so, what remedy, if any, shall be applied. The remedy provided to the Customer under this Section shall be limited to a refund of Customer charges related to the period of violation of any of the terms of Division 6 of Title 4 of the Code or of the breach of any term of this Franchise Agreement. In addition to any other remedy of City contained in this Agreement, City may impose upon Grantee liquidated damages of up to one hundred dollars (\$100.00) payable to the City for any single event or series of related events, or actual damages as demonstrated during the resolution procedure.
- (4) The City Manager may delegate the duties under this Section to a designee. The decision of the City Manager or a designee shall be final on any matter of five hundred dollars (\$500.00) or less. In the event of a decision on a matter awarding more than five hundred dollars (\$500.00), Grantee may seek review pursuant to the Notice of Appeal procedure contained in Section 10–A of this Agreement.

SECTION 11 - FRANCHISE TRANSFER

The rights of the Grantee in regard to the transferability of its Franchise shall be as set forth below:

- (1) Neither this Franchise Agreement nor any right or privilege granted in this Agreement shall voluntarily or involuntarily be transferred, sold, hypothecated, sublet, assigned or leased, in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein (all collectively referred to herein as "transfer"), pass to or vest in any Person, except the Grantee, either by act of the Grantee or by operation of law, without the prior written consent of the City. Any attempt by Grantee, or by operation of law, to transfer this Franchise Agreement without the prior written consent of the City shall be void and deemed a material breach of this Agreement.
- (2) This Franchise Agreement shall terminate on any Change in Ownership of Grantee, unless such Change in Ownership has been consented to, in writing, by the City prior to the effective date of such Change in Ownership.
- (3) The City shall review a request by Grantee that the City approve a transfer of all or part of Grantee's interest in this Franchise Agreement, or that the City consent to a Change in Ownership of Grantee, using such criteria as it deems necessary including, but not limited to, those listed below. The City shall not unreasonably withhold its consent to the transfer of this Franchise Agreement or to any Change in Ownership of Grantee.

If the Grantee requests that the City consider and consent to a transfer or a Change in Ownership of Grantee, the Grantee or the proposed transferee, as applicable, shall at a minimum meet each of the following requirements:

- i. The Grantee shall pay the City a maximum of \$50,000.00 for incurred attorney's fees and related administrative and investigation costs necessary to determine the suitability of any proposed transferee or proposed new owners, and to review and finalize any documentation required by City, in its sole and absolute discretion to determine what form of documentation will be used in terms of effecting a proper transfer, as a condition for approving any such transfer or Change in Ownership.
- ii. The Grantee shall furnish the City with independently audited financial statements of the proposed transferee's operations for the immediately preceding three (3) operating years.
- iii. The Grantee shall furnish the City with proof satisfactory to City, in its sole and absolute discretion:
 - that the proposed transferee or the proposed management of the Grantee under the proposed new owner has at least three (3) years of solid waste management experience of a scale equal to or exceeding the scale of operations conducted by Grantee under this Agreement;

- that in the last five (5) years, the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) has not received any citations, Notice of Violations or other censure from any federal, state or local agency having jurisdiction over its waste management operations due to any failure to comply with state, federal or local waste management laws, where such failure either: (i) evidences a pattern of disregard for such state, federal or local waste management laws; or (ii) involves actions which endangered the lives or property of any Person. Grantee shall supply the City with a complete list of such citations, Notices of Violations and censures, if any;
- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) has at all times conducted its operations in an environmentally safe and conscientious fashion;
- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) conducts its solid waste management operations in accordance with sound waste management standards and practices and in full compliance with all federal, state and local laws regulating the collection and disposal of waste;
- of the adequate financial strength of proposed transferee or of the Grantee under the proposed new ownership; and
- of the ability of the proposed transferee or of the Grantee under the proposed new ownership to obtain and maintain required insurance and bonds.

SECTION 12 - REPORTS

Grantee shall provide the City Manager with such reports and information and make its records available for review as provided below:

A. General

- (1) Grantee shall keep, and, maintain, and furnish copies of such operating records and reports as may be requested by City to ascertain compliance with this Agreement, and support requests for a Fee adjustment. City and Grantee agree that Grantee's financial data and operational records shall remain confidential with respect to third parties, and shall be protected from disclosure to the extent they contain proprietary information, including trade secrets, whether or not designated as such by Grantee.
- (2) All information required to be kept, maintained or furnished to the City shall be maintained a minimum of five (5) years after the entry of the most recent item therein;

B. Reporting Requirements

During the term of this Franchise Agreement, Grantee shall submit to the City quarterly, and more often if required by law, information reasonably required by City to meet its reporting obligations imposed by AB 939 and AB 901, as amended, and the regulations implementing each, in a manner acceptable to City. Grantee agrees to submit such reports and information as reasonably requested by the City. Grantee agrees to render all reasonable cooperation and assistance to the City in meeting the requirements of the City's source reduction and recycling element and non-disposal facility element.

C. Annual and Quarterly Reports

- (1) Grantee shall assist City in preparation of all Annual and Quarterly reporting required by CalRecycle, or successor agency, in accordance with this Agreement.
- (2) Quarterly reports shall be submitted forty-five (45) days following the end of each calendar quarter. The quarterly reports shall include:
 - i. Amount (in tons) and type of material collected.
 - ii. Amount and types of material deposited in the Solid Waste Facility.
 - iii. Amount and types of material recycled, processed or diverted.
 - iv. Summary assessment of services, and identification of impediments to meeting service requirements.
 - v. An annual presentation will be made to the FIREBAUGH City Council upon an agreed date that is acceptable to both parties.

SECTION 13 - COMPENSATION

A. Compensation and Billing

Each party shall provide/maintain accurate and complete accounting and billing. Either party may request and be entitled to review the other party's accounting and billing related to this Agreement.

- (1) **Billing and Payment.** All requests for service, or for changes in service, shall be processed by City and promptly reported to Grantee. City shall provide billing services to all residential customers. Grantee shall directly bill all commercial and industrial customers who receive service pursuant to this Agreement, including Drop Box services billed and collected by Grantee.

On a monthly basis, City shall remit to Grantee the full amount of services provided based on the Grantee Fees set forth on Exhibit "D." On a monthly basis, Grantee shall provide City with a report of all customers billed directly by Grantee which shall include a calculation of franchise fees payable to City. City may deduct the franchise fees owed from the payment to Grantee for residential services billed by City. The monthly compensation payment to Grantee shall be paid by City within thirty (30) days of the end of the applicable billing cycle. Said Fees paid to Grantee are exclusive of fees collected by City for billing and customer services provided by the City, contract management, enterprise fund management, and Franchise Fees. The parties acknowledge City's right to add and retain such fees.

Each party's accounting and billing shall be accurate and complete. Either party may request and be entitled to review the other party's accounting and billing related to this Agreement.

- (2) Grantee's Fees. Grantee shall provide solid waste handling services pursuant to this Agreement at the Fees set forth in the attached Exhibit "D," the contents of which are incorporated by this reference. The Exhibit "D" Fees will apply at the inception of this Agreement, and are subject to adjustment as set forth elsewhere herein.

The parties acknowledge their understanding that the Exhibit "D" Fees are not necessarily reflective of the total charges that City will actually bill to customers. The City expressly reserves the right to charge customers whatever Rates it deems reasonable or appropriate, and the actual charges to a customer will include additional amounts, over and above the amount that will be paid to Grantee, to cover such administrative, finance, collection or other fees as the City determines proper. If no Fee has been established for a particular service billed by City, Grantee and City shall mutually agree on an appropriate charge for that service or service level. If no Rate has been established for a service billed directly by Grantee, then Grantee shall determine with Customer the appropriate charge, subject to City approval. Grantee shall promptly notify City of any new Rates to be billed by Grantee.

The Exhibit "D" Fees are inclusive of all Solid Waste handling services to be provided, including collection, transportation, processing, composting, disposal, and cart and bin costs, and costs associated with moving bins from standard enclosures such distance as is reasonably necessary to empty them (but not including costs associated with moving bins beyond such distance in unusual circumstances or due to special requests by customers). No other charges shall be imposed by Grantee for such services unless approved by City.

B. Adjustment to Fees

The following annual and special rate adjustments shall be made to the Fees provided for in this Franchise Agreement.

- (1) Annual Cost of Living Adjustment (COLA)

Beginning July 1, following the Effective Date of this Franchise Agreement, and each July 1 thereafter, the Fee shall be annually adjusted upwards by adding a cost-of-living

adjustment (COLA) to the then current Fee. The COLA shall be based on the change in the annual Consumer Price Index (CPI).

An example of the CPI adjustment for July 1, 2021 is shown below:

Annual CPI-U 2019:	295.004
Annual CPI-U 2020:	300.084
Change:	5.080
% Increase:	1.72% (5.080 ÷ 295.004)

(2) Extraordinary Adjustment

The parties acknowledge that there may be infrequent extraordinary events which, although they do not prevent either party from performing, and thus do not implicate the Force Majeure provisions hereof, nevertheless increase the cost of providing service such that Grantee's compensation and the Fee adjustment mechanism provided in this Agreement result in Grantee's suffering losses which are substantially outside the commercially reasonable expectations of the parties. The obligation of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in Fees. Accordingly, at its option, Grantee may apply to the City at any time, but not more frequently than once annually, for an extraordinary Fee adjustment should an event or circumstance arise (including a change in landfill tipping fee) that is not the result of a Change in Law or Change in Service Level which negatively impacts the economic operation of Grantee and which is in excess of the Fee adjustment resulting from the application of the annual adjustment formula set for in subparagraph (a) above. An interim adjustment in Fees will be deemed justified if it is necessary for the Grantee to make a substantial change in its operations, or substantial capital expenditure or investment in order to perform its obligations under this Agreement due to the occurrence of an event or circumstance other than a Change in Law or Change in Service Level which is beyond the reasonable control of Grantee. In the event of such an application for an extraordinary Fee increase, it is understood that the Grantee shall have the burden of demonstrating to the reasonable satisfaction of City the basis for the extraordinary increased cost.

(3) Franchise Fee Adjustment

The Franchise Fee adjustment shall be the pass through of one hundred percent (100%) of any increase or decrease in the Franchise Fee, and shall be effective as of the date the Franchise Fee increase or decrease is payable by the Grantee.

(4) Change in Scope Level Adjustment

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the level of the Solid Waste Handling services which may be required of, or agreed to by, Grantee.

City shall provide Grantee ninety (90) days' notice of any requested changes in scope of this agreement. A Change in Scope Adjustment shall be effective on and after the actual date of the requirement to or agreement to change operations which results from the change in service, but, absent the consent of the Manager, not sooner than the effective date of the change in service. In no event shall any Change in Scope Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.

- ii. In the event that the City Manager and the Grantee claiming to be affected by the change in scope cannot agree on either the existence, or the effect on demonstrable costs, of a change in service level, the dispute resolution provisions of Section 13–C (1) shall apply.

(5) Change in Law Adjustments

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with material changes in the manner or nature of conducting Solid Waste Handling services necessitated by a Change in Law. A Change in Law Adjustment shall be effective on and after the actual date of the change in operations which resulted from the Change in Law, but, absent the consent of the Manager, not sooner than the effective date of the Change in Law. In no event shall any Change in Law Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.
- ii. In the event that the City Manager and the Grantee claiming to be affected by the Change in Law cannot agree on either the existence, or the effect on demonstrable costs, of a Change in Law, the dispute resolution provisions of Section 13–C (1) shall apply.

C. Dispute Resolution Regarding Adjustment to Fees

- (1) Any dispute regarding any Change in Service Level Adjustment or Change in Law Adjustment provided for in Section 13 above, which cannot be resolved between the Grantee and City within thirty (30) days of the receipt by City of such documents as City may reasonably request, shall be submitted to a mutually agreed upon expert in the subject matter area of the dispute to resolve the dispute as to either or both: (i) the existence of a Change in Service Level or a Change in Law; and/or (ii) the effect on the Grantee's demonstrable costs of a Change in Service Level or a Change in Law. The decision of the expert shall be binding on the Grantee and the City. The cost of the expert shall be borne equally by the Grantee and the City and the Parties shall pay the expert(s) each party's respective share on demand by the expert(s). If the Grantee and City cannot mutually agree upon an expert, either may petition the Superior Court of the County of Fresno to have an expert chosen by the court. The City and Grantee shall each have the right to suggest one expert to the court; the court shall choose one of the suggested experts.
- (2) Any dispute regarding the current Fee schedule or Fee adjustments (except those disputes related to a Change in Service Level Adjustment or Change in Law Adjustment)

shall be decided by the City Manager within ten (10) working days after receipt of a written statement from the Grantee of the nature and basis of the dispute with a request that it be resolved by the City Manager. Grantee shall have the right to appeal the Manager's decision in writing to the City Council within thirty (30) days after the City Manager has given the Grantee written notice of the decision. Such appeal shall conform to the appeal provisions set forth in Section 10-A of this Agreement in respect to the form of the Notice of Appeal, the time limits for processing the appeal, and the amount of fees, if any, connected therewith. The City may consider the appeal or refer said appeal to a hearing officer as provided in Section 10-A of this Agreement.

- (3) The most recent Fees approved by the City Manager in effect at the time a dispute is submitted to either the expert or City Manager, as the case may be, shall remain in effect pending resolution of such dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall be determined by the expert, the City Manager, the City or a hearing officer, as appropriate.

D. Discontinuance of Service

Grantee may discontinue service for non-payment of Customer's billing (when directed by City for accounts billed by City, or in the event of non-payment by a Customer billed by Grantee), or Customer's failure to substantially comply with the requirements of the applicable provisions of state or local law which govern use, storage and collection of Solid Waste in accordance with this Agreement.

SECTION 14 - FORCE MAJEURE

Grantee shall not be in default under this Agreement in the event that the services provided by the Grantee are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of Grantee and which Grantee could not reasonably be expected to have prevented or controlled. Catastrophic events do not include the financial inability of the Grantee to perform or failure of the Grantee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Grantee.

SECTION 15 - OTHER PROVISIONS

A. Independent Contractor

Grantee is an independent contractor and not an officer, agent, servant, or employee of City. Grantee is solely responsible for the acts and omissions of its officers, agents, and employees, if any. Nothing in this Franchise Agreement shall be construed as creating a partnership or joint venture between City and Grantee. Neither Grantee nor its officers, agents, or employees shall obtain any rights to retirement or other benefits which accrue to City employees.

B. Right to Pass

Grantee shall have the right to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Solid Waste Handling services pursuant to its

Franchise Agreement, so long as it is not in receipt of a written notice revoking permission to pass. Grantee shall have no rights greater than those then held by City.

C. Compliance with Municipal Code

Grantee shall comply with provisions of the Municipal Code that are applicable to operations hereunder, and with any and all amendments, from time to time, to such provisions during the Term of this Agreement.

D. Notices

Any notice, information, request or reply ("Notice") required or permitted to be given under the provisions of this Agreement shall be in writing and shall be given or served personally, by mail, or by email. If given or served by mail, such Notice shall be deemed sufficiently given if: (1) (i) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) sent by overnight service provided proof of service is available; and (2) addressed to (i) the Grantee at its most recent address of record with City or (ii) to the Manager at the then-current address of City, as the case may be. If given by email, such Notice shall be deemed sufficiently given if the receiving party confirms receipt. The addresses of the parties at the time of signing this Agreement are:

To City: Attn: City Manager
 City of FIREBAUGH
 1133 P STREET
 FIREBAUGH, CA 93622

To Grantee: Attn: Contract Administrator
 Mid-Valley Disposal, LLC
 15300 West Jensen Avenue
 Kerman, CA 93630

Either party may from time to time designate by Notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the United States mail, or if by facsimile transmission, upon receipt of confirmation of delivery which confirmation may be transmitted by the same means. Service by facsimile transmission shall not be effective unless the original of the document being served is deposited in the United States mail, postage prepaid, within twenty-four (24) hours after the facsimile transmission has been confirmed. Emails shall be deemed effective upon confirmation of receipt.

E. Exhibits Incorporated

Exhibits "A" through "D" are attached to and incorporated in this Agreement by this reference as if fully set forth.

F. Laws and Licenses

City and Grantee shall, at their own separate costs, comply with all federal, State, and City laws, ordinances, rules, and regulations applicable to the performance of the services hereunder and

Grantee shall obtain and maintain in full force and effect throughout the term of this Agreement all licenses and permits necessary to perform the services hereunder.

G. Governing Law

This Agreement shall be governed by the laws of the State of California, with venue in the Superior Court of the County of Fresno or the Federal District Court with jurisdiction over City.

H. Waiver

No waiver by either party of any one or more defaults or breaches by the other party in the performance of this Agreement shall operate or be construed as a waiver of any already established or future defaults or breaches, whether of a like or different character or degree.

I. Counterpart Signatures

This Agreement may be executed in counterpart pages (counterparts), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become fully executed when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same signature pages of this Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

SECTION 16 - SEVERABILITY

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

SECTION 17 - ENTIRE AGREEMENT; AMENDMENT

This Agreement and its incorporated Exhibits constitute the entire agreement between the parties concerning the subject matter hereof and supersede any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties hereto with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by written agreement signed by both parties hereto. Notwithstanding the forgoing, the parties acknowledge the provisions of "Chapter 6.20, Garbage and Rubbish Disposal" of the City Code as currently enacted are included herein and, further, that if and when such City Code provisions are amended, that the amended provisions shall apply to this Agreement, without any action being required of either party. The City Manager shall provide Notice to Grantee upon changes to the City Code that require a change in this Agreement.

SECTION 18 - CONSTRUCTION OF FRANCHISE

The parties hereto have negotiated this franchise at arm's length and with advice of their respective attorneys, and no provision contained herein shall be construed against either party solely because it prepared the actual physical Agreement executed by the parties.

WITNESS the execution of this Agreement on the day and year written above.

CITY OF FIREBAUGH

MID-VALLEY DISPOSAL, LLC

Ben Gallegos, City Manager

James Sanchez, City Attorney
Approved to Form

Joseph Kalpakoff

Rita Lozano, Deputy City Clerk
Attest

President

EXHIBIT "A" - PROVIDED SERVICES

This Exhibit sets forth the level of services to be provided by Grantee pursuant to its Franchise, and the manner of providing such services which are in addition to the manner of providing services specified in this Agreement.

Grantee shall provide the Solid Waste Handling services in conformity with all provisions of this Agreement, including:

A. Single Family Residential

- (1) Weekly 3 Cart Service - Unless otherwise required under applicable law or regulation, once per week Grantee shall collect the Solid Waste (except bulky items and Hazardous Waste), which has been separated, placed, kept, or accumulated in containers at residential units within the Franchise Area and placed at curbside prior to Grantee's normal weekly collection time. All Solid Waste must be placed within containers at curbside without obstructions so as to permit collection, unless otherwise agreed upon by City and Grantee. Grantee shall supply containers, and shall require the use of specific containers as specified in this Exhibit "A." Grantee may provide special pickup procedures, above and beyond the services described above, with customers consistent with the Fees paid Grantee in Exhibit "D." Grantee shall notify City immediately of any Changes in Service Level, and similarly, City shall notify Grantee of any Changes in Service Level.

B. Commercial, Industrial, and Multi-Residential

- (1) Multi-Residential Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Grantee shall collect the Solid Waste (including bulky items which have been placed in a closed bin, and excepting metallic white goods and Hazardous Waste) which have been placed, kept or accumulated for collection in Solid Waste Bins at Multi-Residential Units.
- (2) Commercial and Industrial Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Grantee shall collect the Solid Waste which have been placed, kept or accumulated for collection in Solid Waste Bins at commercial units.

C. Source Separated Materials – Contamination

Grantee shall conduct contamination monitoring as defined in Exhibit B of this Agreement.

D. Construction and Demolition Waste Temporary Drop Box Services

Grantee shall provide construction and demolition debris removal, including temporary Drop Box services using Fees reflected in Exhibit "D" unless debris is generated by a declared emergency disaster such as floods, fires, earthquake or other such occurrence as deemed meeting the criteria of disaster debris. The City may provide for Rates and services solely for the timely and efficient removal of "disaster debris" with the Grantee or other qualified public or private entity.

E. Special Collection Programs

The following minimum special collection programs shall apply to this Franchise Agreement:

- (1) **City Facilities:** Grantee shall provide front load commercial service to the City at no cost for the following City-owned facilities:
 - i. Rodeo Grounds
 - ii. City Hall
 - iii. Maldonado Park
 - iv. Senior Center
 - v. Waste Water Plant
 - vi. Fire Station
 - vii. Police Station
- (2) Contractor shall participate in two (2) annual community clean-up day drop off events.
- (3) **Annual Leaf Pickup:** Contractor will participate in a 2 month long program where residents can deliver leaves and green waste materials to a designated site where Contractor will divert for composting.
- (4) **Illegal Dumping:** At Cities direction, Contractor agrees to provide targeted clean up of illegal dumping up to ten (10) tons annually.
- (5) **Christmas Trees:** Grantee shall collect and dispose of Christmas trees left at curbside by Customers during the three regular pickups following each Christmas day.
- (6) **Senior and Handicapped Service:** When a Customer produces evidence that he or she is at least 65 years of age or a medical practitioner's statement showing that he/she is physically unable to place his/her solid waste bins at the curb for collection, together with his/her affidavit certifying that no able-bodied person under 65 years of age on the premises is available for such purposes, Grantee will provide walk-in service to such premises.
- (7) Provide free special event containers for City Sponsored Events.

F. Emergency Disaster Debris Removal Services

- (1) In the event of a declared emergency disaster such as a fire, flood, earthquake, or other such occurrence as deemed meeting the criteria of a disaster in which debris is created, the Grantee will be given the first right of refusal in its franchise area to offer temporary bin/roll off services using Fees reflected in Exhibit "D", to transport debris to a staging area or disposal facility designated by the Manager.
- (2) During any period of time that Grantee is unable to service its franchise area during such declared emergency, either for loss of transportation, lack of assistance or an

overabundance of debris material or other similar circumstances, the City reserves the right to contract with third-party entities for temporary bin/roll off services, including transportation of debris to a Solid Waste Facility. Grantee shall notify City when it regains its ability to recommence service in its franchise area and City will, within a reasonable time period, terminate any contract with third-party entities for the same services.

- (3) The City reserves the right to direct roll off bin service to areas that have been designated as critical due to the emergency conditions.

EXHIBIT "B" - SB 1383 COMPLIANCE PROGRAMS

To support the City in complying with regulations under SB1383, Contractor shall implement the programs identified in this Exhibit B. These programs are designed to meet the implementation and education requirements of SB1383 and help the City achieve annual diversion requirements set by CalRecycle. The City's actual annual diversion rate depends on participation of businesses and residents, their respective adherence to program requirements and local code, the City's enforcement of applicable codes, and the City's implementation of other programs outside the scope of this Agreement. Accordingly, City shall amend or update the City code to incorporate requirements necessary for the implementation of these programs.

1. Collection Requirements and Container Labeling

Contractor shall provide a 3-container collection program for Solid Waste, Recyclables, and Mixed Organics. Collection containers shall be Grey (MSW), Blue (Recyclables), and Green (Organic Waste). Hardware such as hinges and wheels may be different colors.

New containers or lids placed by Contractor shall include language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that container. Labels shall clearly indicate items that are prohibited container contaminants for each container.

2. Education and Outreach

To promote public education about recycling requirements, Contractor shall create public education materials and conduct education programs and activities described in this Section.

Annual Notice: Contractor shall prepare and distribute to each Generator in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website.

Instructional Service Guide: Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays

Property Owners and Businesses: Contractor shall annually provide Property Owners and Commercial Business owners with public education materials in electronic format for their distribution to all employees, contractors, tenants, and Customers of the properties and businesses. The Contractor's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

Technical Assistance Program: Contractor shall provide ongoing technical assistance for Commercial and Multi-family generators that are required to participate in source separated recycling under applicable laws including AB 341, AB 1826, and SB 1383 and corresponding regulations. Technical assistance may include on-site training, instructional guides, printed or electronic materials and other resources that satisfy regulation requirements.

Contamination Monitoring: Contractor shall perform contamination inspections by utilizing on-board monitoring systems or physical container inspections. For physical container inspections, Contractor's personnel shall lift the Container lid and observe the contents. For Collection vehicles equipped with a video camera and monitoring system, Contractor's personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures set forth below.

3. Waste Evaluations

Sampling Method: Contractor shall, at its sole expense, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c). The Contractor shall conduct waste evaluations for contaminants using the Standard-Compliance Approach or other methods approved by Cal Recycle at least twice per year and the studies shall occur in two distinct seasons of the year. Contractor shall provide adequate notice to City of when waste evaluations will occur, and City reserves the right to observe waste evaluations.

Contamination Notifications: If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Contractor shall notify City within fifteen (15) working days. Contractor may perform targeted waste audits to determine the source of contaminants and provide technical assistance to those generators or notify all generators of their obligation to properly source separate materials. The Contractor may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, e-mail, or electronic message to the applicable Generators.

Contractor will coordinate with City to develop procedures regarding alleged violations of these recycling programs.

4. Procurement

At City option, Contractor agrees to make available for purchase up to 650 tons of compost or mulch annually to help City meet its procurement requirements. Contractor also agrees to provide City with any available procurement credits from renewable fuel purchases used by vehicles within City.

5. Waivers

The City shall be responsible for granting waivers to commercial or multi-family generators that meet the de minimis requirements subject to the requirements under SB1383, pursuant to 14 CCR Section 1898411, or other requirements that may be specified by City. This includes physical space waivers where services may be impacted.

Contractor shall provide City with required generator information on services and activity that is needed as part of the waiver application. Contractor may also assist generators with waiver applications or submit on their behalf.

6. Edible Food Recovery

Contractor shall provide City with necessary data and reporting to determine which customers are considered tier 1 and tier 2 commercial edible food generators.

At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information:

- Information about the City's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

7. Reporting

Contractor will provide the data or prepare reports required to meet SB1383 requirements which includes:

- The number of generators that receive organic waste collection service
- The number of route reviews conducted for prohibited container contaminants
- The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants.
- The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews
- The number of commercial edible food generators located within the jurisdiction

EXHIBIT "C" - DEFINITIONS

For the purposes of this Franchise Agreement, the following terms, when used with initial capitalization, shall have the meanings set forth in this Section:

- A. AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, being Division 30 of the California Public Resources Code, commencing with Section 40000 thereof, as it may be amended from time to time.
- B. AB 1826. "AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time
- C. BULKY WASTE. "Bulky Waste" means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's, and other similar items (commonly known as "Electronic-Waste"); wood waste, tree trunks and large branches if more than six inches in diameter or four feet in length, scrap wood, rocks, sod and earth. Bulky Waste does not include construction and demolition waste, or large items such as car bodies, Jacuzzi tubs or spas, or other items that cannot be handled by two persons. In addition, Bulky Waste does not include waste tires.
- D. CHANGE IN LAW. "Change in Law" means the imposition (or removal), after the establishment of a Fee relative to a Franchise Agreement, of any duty or burden imposed upon the Grantee in the performance of the Solid Waste Handling services required of it under the Franchise Agreement which is or becomes additional to (or is subtracted from) or different from those duties required or contemplated in its Franchise Agreement, or which must be performed in a different manner from that in which it is initially contemplated to be performed, and which results from any of the following:
 - (1) the enactment, issuance, adoption, repeal, amendment or modification of any federal, state or local law, statute, ordinance or regulation.
 - (2) a regulatory agency or other administrative agency interpreting a regulation, a judicial decision of a federal court interpreting federal law or statute, or a judicial decision of a court having jurisdiction within California interpreting a federal, state or local law, statute, ordinance or regulation, in a manner different from the interpretation which had previously been generally relied upon in California within the solid waste collection and hauling industry.
- E. CHANGE IN LAW ADJUSTMENT. "Change in Law Adjustment" means the adjustment to Fee as determined under the provisions of Section 13-B (6) of this Agreement.
- F. CHANGE IN OWNERSHIP. "Change in Ownership" occurs when either a transaction or event, results in fifty percent (50%) or more of the beneficial ownership of the Grantee being different than such ownership as of the date of the approval by the City

of the Franchise Agreement or, if applicable, as of the date of the most recent consent of the City to a Change of Ownership. The owners of the beneficial ownership of Grantee on the date of the approval of the Franchise Agreement or, if applicable, on the date of the most recent consent of the City to a Change of Ownership, shall be referred to in this subsection as an "Initial Owner". A Change in Ownership will be determined by application of the following:

- (1) Any beneficial interest owned by an individual related by blood or marriage to an Initial Owner shall be considered as owned by an Initial Owner in determining if a Change in Ownership has occurred.
- (2) Any public offering of stock where the stock is offered for sale to the general public and does not constitute a private placement shall be disregarded in determining if a Change in Ownership has occurred.
- (3) Sales, transfers, issuances or pledges of non-voting shares of stock will not be considered in determining if a Change in Ownership has occurred, until and unless and only to the extent that such stock is converted into voting shares of stock.
- (4) The pledge of, or any other action taken relative to, voting shares of stock which results in any voting rights of such stock being exercised by other than an Initial Owner shall be considered to be a transfer of such stock for the purposes of determining if a Change in Ownership has occurred.

G. CHANGE IN SCOPE ADJUSTMENT. "Change in Scope Adjustment" means the adjustment to Fee as determined under the provisions of Section 13-B (5) of this Agreement.

H. COMMERCIAL EDIBLE FOOD GENERATORS. "Commercial Edible Food Generator" means a Businesses identified as Tier One and Tier Two edible food generators as defined in 14 CCR Section 18982.

I. CONSUMER PRICE INDEX. "Consumer Price Index" or "CPI" means the Consumer Price Index, All Items, Not Seasonally Adjusted, San Francisco-Oakland-Hayward, California, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Series Id. CUURS49BSA0, Base Date 1982-84=100, or the most similar successor index if this index is no longer published.

J. CITY. "City" means the City of FIREBAUGH, State of California.

K. CITY SOLID WASTE DISPOSAL SYSTEM. "City Solid Waste Disposal System" means at any particular time, the then-existing Solid Waste Facilities which the City owns, leases or has a contractual right to use.

L. CUSTOMER. "Customer" means any Person receiving Solid Waste Handling services pursuant to this Agreement.

M. DESIGNATED SOURCE SEPERATED ORGANIC WASTE FACILITY: "Designated Source Separated Organic Waste Facility" means a facility identified by Contractor that meets the definition of 14 CCR Section 18982(a)(33).

- N. **DROP BOX.** "Drop Box" means a steel, open-top container holding at least eight (8) cubic yards that rolls off and on a transport truck.
- O. **EFFECTIVE DATE.** "Effective Date" means April 1st, 2022.
- P. **ELECTRONIC WASTE.** "Electronic Waste" for purposes of this Agreement means electronic waste materials generated by residential or commercial Customers that render the items hazardous depending upon their condition and density, such as, but not limited to, televisions, computer monitors containing Cathode Ray Tubes (CRTs), cell phones, scanners, fax machines and other items as determined by applicable laws and regulations.
- Q. **EXCLUDED WASTE.** "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 Approved/Designated Facility operator(s) 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 Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City 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.
- R. **FEE.** "Fee" means the inclusive Fee schedule attached to this Agreement as Exhibit "D," which provides the Fees to be paid to Grantee by City in consideration of the Solid Waste Handling services provided by Grantee hereunder. The Fees in Exhibit D include a Franchise Fee equal to 15.0%. Rates charged Customers by City may be higher than Fees paid Grantee in order to cover appropriate City costs.
- S. **FOOD SCRAPS.** "Food Scraps" means all discarded food such as fruits, vegetables, beans, pasta, and other materials accepted at the designated organics processing facility.
- T. **FRANCHISE AGREEMENT.** "Franchise Agreement" means the Agreement entered into between the City and the Grantee which authorizes/requires the Grantee to provide Solid Waste Handling services in a specified Franchise Area.
- U. **FRANCHISE FEE.** "Franchise Fee" means a defined portion of revenue from rates retained by City as compensation to City for the exclusive right assigned to Grantee to provide Solid Waste Handling services within the Franchise area.
- V. **GRANTEE.** "Grantee" means Mid-Valley Disposal, LLC, a California Limited Liability Company.
- W. **GREEN WASTE.** "Green Waste" means discarded Solid Waste consisting of grass clippings, leaves, branches, tree trunks and other vegetative matter not more than six (6) inches in diameter or four (4) feet in length.

X. GROSS RECEIPTS.

- (1) "Gross Receipts" means all monies received by Grantee for providing the Solid Waste Handling services specified in its Franchise Agreement Exhibit "D".
- (2) "Gross Receipts Less Disposal Charges" means Gross Receipts less that part of the monies received by the Grantee that are collected from Customers for payment of the fee imposed for disposing of the Solid Waste at a Solid Waste Facility.

Y. HAZARDOUS WASTE. "Hazardous Waste" means any waste material or mixture of waste which is toxic, corrosive, flammable, an irritant, a strong sensitizer, or which generates pressure through decomposition, heat or other means, if such waste or mixture of waste may cause substantial personal injury, serious illness or harm to humans, domestic animals or wildlife during or as a proximate result of any disposal of such waste or mixture of wastes as defined in Article 2, Chapter 6.5, Section 25117 of the California Health and Safety Code and Title 22 of California Code of Regulations, Section 66261.3. The terms "toxic," "corrosive," "flammable," "irritant," and "strong sensitizer" shall be given the same meaning as in the California Hazardous Substances Act (Chapter 12, commencing with Section 28740.1, Division 21 of the California Health and Safety Code).

Z. MANAGER. "Manager" means the City Manager of the City of FIREBAUGH, or designee of City Manager.

AA. MATERIALS RECOVERY FACILITY. "Materials recovery facility" or "MRF" is a facility designed to remove recyclables and other valuable materials from the waste stream collected through a residential, commercial or industrial Solid Waste Handling program that is approved to operate by the appropriate state and local agencies.

BB. MULTI-JURISDICTION LOAD REPORT. "Multi-Jurisdiction Load Report" means a report which sets out the amount, and place of collection, of Solid Waste delivered to the City Solid Waste Disposal System.

CC. ORGANIC MATERIAL. "Organic Material" means Green Waste and Food Waste which are specifically accepted at an organics processing facility. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Solid Waste and Recyclable Material.

DD. **Organic Waste:** means green waste, food waste, landscape and pruning waste, brush, and other vegetative material, either separate or comingled, that has been separated from Solid Waste at the source for collection and processing. Organic Waste shall not include materials not accepted at the Designated Organics Processing Facility.

EE. PERSON. "Person" includes, without limitation, individuals, associations, clubs, societies, firms, partnerships, joint ventures, sole proprietorships, corporations, limited liability companies, schools, colleges and all governmental agencies and entities.

- FF. **PROCESSING.** "Processing" means the reduction, separation, recovery, conversion or recycling of Solid Waste.
- GG. **PROHIBITED CONTAINER CONTAMINANTS.** "Prohibited Container Contaminants" means (i) items placed in the Blue Container that are not identified as acceptable Recyclable Materials; (ii) items placed in the Green Container that are not identified as acceptable organic waste; (iii) items placed in the Gray Container that are acceptable to be placed in City's Green Container and/or Blue Container ; and (iv) Excluded Waste placed in any Container.
- HH. **RATES.** "Rate" or "Rates" means rates charged by City of FIREBAUGH or by Grantee, as applicable, to Customers for Solid Waste Handling Services provided.
- II. **RECYCLABLE MATERIALS.** "Recyclable Materials" means discarded Solid Waste which may be sorted, cleansed, treated, processed, and/or reconstituted, and which is segregated for the purpose of reuse or recycling, including, but not limited to, separated paper, glass, cardboard, plastic, ferrous materials or aluminum.
- JJ. **Recyclables:** 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, card board, chip board, junk mail, magazines, newspaper, books, computer paper, and the like.
- KK. **RESIDUAL SOLID WASTE.** "Residual Solid Waste" means the solid waste destined for disposal, transformation, further transfer/processing as defined in section 17402(a)(30) or (31) of the California Code of Regulations Title 14, Article 6, which remains after processing has taken place.
- LL. **SB 1383.** "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.
- MM. **SECURITY.** "Security" means a corporate surety bond, a letter of credit or other security device acceptable to City, as provided in Section 9–F.
- NN. **SOLID WASTE.** Except as provided in sub-subsections (1), (2), (3) and (4), "Solid Waste" means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances (subject to salvage and other special handling requirements under applicable law and regulation), dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, including Recyclable Materials and Green Waste.

- (1) "Solid Waste" does not include Hazardous Waste and does not include low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code.
- (2) "Solid Waste" does not include medical waste (except treated medical waste) which is regulated pursuant to the Medical Waste Management Act (Chapter 6.1 (commencing with Section 25015) of Division 20 of the California Health and Safety Code).
- (3) Solid Waste does not include petroleum or a petroleum product or fraction thereof at reasonably detectable levels, asbestos and, with respect to a particular Solid Waste Facility, any waste or material which a regulatory agency, the Facility's solid waste facility permit or City policy, does not allow to be accepted for transfer, Processing, composting, transformation or disposal at that Facility.
- (4) Solid Waste does not include items which would be Recyclable Materials but for the fact that they are personally separated from other Solid Waste by the generator thereof and are donated or sold to third parties. For purposes of this section, no donation or sale shall be deemed to have occurred in any instance where a generator directly or indirectly pays the third party any sum (including without limit as a consulting fee, container rental or other fees or tangible consideration) either: (i) in lieu of being directly charged for collecting, transporting, processing or recycling such item; or (ii) to offset the payment to the generator for the purported sale of such item to the third party. Nor shall the receipt of a discount of, or reduction in, the disposal service rate on un-segregated Solid Waste containing such an item be deemed to be the donation or sale of such an item to a third party.

OO. SOLID WASTE FACILITY. "Solid Waste Facility" means any facility that is designed to manage any type of Solid Waste and includes transfer, Processing, composting, transformation and disposal facilities.

PP. SOLID WASTE FACILITY FEE. "Solid Waste Facility Fee" means the fee charged for use of a Solid Waste Facility.

QQ. SOLID WASTE HANDLING. "Solid Waste Handling" means one or more of the following: the collection of Solid Waste from a commercial, residential, construction or industrial source; the transportation of such Solid Waste to a Solid Waste Facility; and the transfer, Processing, composting, transformation or disposal of such Solid Waste at the Solid Waste Facility.

RR. SPECIAL WASTES. "Special Wastes" means all the items and materials which are designated as such in a Franchise Agreement.

SS. TRANSFORMATION. "Transformation" as used in this Agreement shall have the same meaning as set forth in Public Resources Code Section 40201, as it may be amended from time to time.

EXHIBIT "D" - FEES

RESOLUTION NO. 22-07

**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, on January 3, 2022 the City Council last renewed the required AB 361 findings; and

WHEREAS, this Resolution is being brought at the next regular City Council meeting and is substantially compliant with the required renewed findings timeline under AB 361.

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 7th day of March, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor
City of Firebaugh

Rita Lozano, Deputy City Clerk
City of Firebaugh

RESOLUTION NO. 22-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE ECM 4-SOLAR GENERATING FACILITIES AT THE LANDFILL/MAIN LIFT, DIRECTING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO RELEASE THE FAITHFUL PERFORMANCE BOND AND LABOR & MATERIAL BOND FOR SAID IMPROVEMENTS

WHEREAS, the City of Firebaugh approved an Agreement for ECM 4-SOLAR GENERATING FACILITIES AT THE LANDFILL/MAIN LIFT with Engie Services U.S; and

WHEREAS, the Agreement was prepared to secure the faithful completion of the public improvements; and

WHEREAS, a final inspection of the public improvements was performed on November 8, 2021 and all resulting punch list items have been completed; and

WHEREAS, based on the recommendation from City staff, the City Council desires to accept the completed public improvements and finds the obligations from the Faithful Performance and Labor & Material bonds fulfilled; and

WHEREAS, the City Council desires to delegate authority to the City Manager to release the Faithful Performance Bond and Labor & Material Bond for said completed improvements; and

WHEREAS, the City will retain the Warranty Bond to guarantee the replacement or repair of the public improvements for a period of one (1) year after final acceptance by the City Council in accordance with the Agreement; and

WHEREAS, upon approval of the final acceptance of the public improvements by the City Council, the City Clerk will record a Notice of Completion with Fresno County and the City will release the Warranty Bond upon the expiration of one (1) calendar year after the recording date.

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

1. Approves and accepts the completed public improvements for the ECM 4-SOLAR GENERATING FACILITIES AT THE LANDFILL/MAIN LIFT for maintenance and operation purposes.
2. Directs the City Clerk to record a Notice of Completion with Fresno County.
3. Authorizes the City Manager to release the Faithful Performance Bond and Labor & Material Bond for the Project.
4. Authorizes the City Manager to retain the Warranty Bond to guarantee the replacement or repair of the public improvements post final acceptance and to release said bond upon the expiration of one (1) calendar year after the recording date and all obligations for said bond have been fulfilled.

5. This resolution takes effect immediately upon adoption.

Passed and adopted this 7th day of March 2022, by the following vote:

AYES: **Council Members**

NOES: **Council Members**

ABSTAIN: **Council Members**

ABSENT: **Council Members**

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk

RESOLUTION NO. 22-09

APPENDIX A

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
AUTHORIZATION THE CITY MANAGER TO EXECUTE TO THE
FRESNO-MADERA AREA AGENCY ON AGING CONTRACT, INCLUDING
AMENDMENTS AND ALL NECESSARY SUPPORTING DOCUMENTS**

The governing board of the City of Firebaugh hereby authorizes City Manager to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for the fiscal year beginning July 1, 2022, to June 30, 2023, including any subsequent amendments and all necessary supporting documents.

Signature of Chair
Brady Jenkins, Mayor
Governing Board

March 7, 2022

Date

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 7th day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk

STAFF REPORT

AGENDA ITEM: Resolution of the City Council of the City of Firebaugh Accepting Completion of Cardella Street Rehab Project, Authorizing the Deputy City Clerk to file a Notice of Completion with Fresno County, and Authorizing the City Manager to Make Final Payment of Retention Monies to Bush Engineering, Inc.

MEETING DATE: March 7, 2022

PREPARED BY: Mario Gouveia, City Engineer

RECOMMENDATION:

1. Accept the work as complete.
2. Authorize the Deputy City Clerk to record a Notice of Completion with Fresno County.
3. Authorize the City to make payment of retention monies to Bush Engineering, Inc. following the expiration of 35 days from the date of recordation of the Notice of Completion.

BACKGROUND/DISCUSSION:

The City of Firebaugh advertised the Cardella Street Rehab project on August 4, 2021, and bids were opened on August 25, 2021. Bush Engineering, Inc. submitted the lowest responsive and responsible bid and was awarded a contract for \$264,413.20.

The project's construction phase started on October 25, 2021, and the major work consisted of pulverizing and paving Cardella Street, removing and replacing curb and gutter, removing and replacing sidewalk, and furnishing and installing a speed bump in the City of Firebaugh.

The Contractor completed all work within the time required in the Contract Documents. A final inspection was performed, and the work was found to be in compliance with the plans and specifications. Therefore, the work should be accepted as complete, and a Notice of Completion filed. If no claims are filed within 35 days after recordation, retention in the amount of \$13,194.28 should be paid to Bush Engineering, Inc.

FISCAL IMPACT:

The final construction contract cost inclusive of all authorized work was \$263,885.64. Construction of this project will be paid using Local City Funds.

A summary of contract costs are as follows:

PROJECT COST SUMMARY

Contract Amount	\$ 264,413.20
Change Order No. 1	\$ 14,088.60
Change Order No. 2	\$ -14,616.16
Change Order No. 3 (time only)	\$ 0.00
Actual Construction Cost	\$ 263,885.64

ATTACHMENTS:

1. Resolution No. 22-10
2. Notice of Completion

RESOLUTION NO. 22-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF CARDELLA STREET REHAB PROJECT, AUTHORIZING THE DEPUTY CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO BUSH ENGINEERING, INC.

WHEREAS, the City advertised the Cardella Street Rehab Project on August 4, 2021; and

WHEREAS, the City received and publicly opened bids on August 25, 2021; and

WHEREAS, the City Council awarded a contract to Bush Engineering, Inc. in the amount of \$264,413.20, on September 20, 2021; and

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

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

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

1. Adopts a Resolution to accept the Cardella Street Rehab project as complete.
2. Authorizes the Deputy City Clerk to record a Notice of Completion with Fresno County.
3. Authorizes the City to make final payment of retention monies to Bush Engineering, Inc. 35 days after the recording date.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 7th day of March 2022, by the following vote:

AYES: **Council Member(s)**

NOES: **Council Member(s)**

ABSENT: **Council Member(s)**

ABSTAIN: **Council Member(s)**

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk

ATTEST:

I, hereby certify that the forgoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Firebaugh this 7th day of March 2022.

Rita Lozano, Deputy City Clerk of the City of Firebaugh

RECORDING REQUESTED BY:

City Clerk
City of Firebaugh

WHEN RECORDED RETURN TO:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

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

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

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

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: **In Fee.**
4. That on the 7th day of February, 2022 a work of improvement on the real property hereinafter described was completed.
5. That the name of the original contractor, if any for such work of improvement was:

Bush Engineering, Inc.

(If no contractor for work of improvement as a whole, insert "No Contractor")

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

The major work consisted of pulverizing and paving Cardella Street, removing and replacing curb and gutter, removing and replacing sidewalk, and furnishing and installing a speed bump in the City of Firebaugh.

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

March 7, 2022

Date

By: _____

Signature of Owner

Ben Gallegos, City Manager
City of Firebaugh

Print Name

VERIFICATION

I understand, state:

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

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

Executed at Firebaugh, California
This 7th day of March, 2022.

City of Firebaugh

Owner

By: _____

Ben Gallegos, City Manager
City of Firebaugh

STAFF REPORT

TO: Mayor and Council

AGENDA ITEM: Adoption of the Multi-Jurisdictional Local Roadway Safety Plan (MLRSP)

MEETING DATE: March 7, 2022

PREPARED BY: Mario Gouveia, City Engineer

EXECUTIVE SUMMARY:

The City Council will consider adopting the MLRSP so the City of Firebaugh can continue to receive federal and state road-related funding.

BACKGROUND:

Federal regulations require that each state have a Strategic Highway Safety Plan (SHSP) that addresses the “Four E’s” of traffic safety: Engineering, Enforcement, Education, and Emergency Services. California ensures compliance with this by requiring local agencies to create a Local Roadway Safety Plan (LRSP) that includes those elements.

The Fresno Council of Governments once again has taken the lead to help cities that are interested in reducing costs by pooling resources, creating an MLRSP. City Staff and Danny Reed from Gouveia Engineering met on various occasions to provide input, data, and planning for the document. The sections relevant to Firebaugh are attached for your review and reference.

Adoption of this document will allow Firebaugh to acquire certain types of funding, such as those available via the Highway Safety Improvement Program (HSIP), which the City will use for upcoming street safety projects.

STAFF RECOMMENDATION:

Adopt Resolution No. 22-11, adopting the Multi-Jurisdictional Roadway Safety Plan.

ATTACHMENT(S):

1. Resolution No. 22-11
2. MLRSP Report City of Firebaugh

MLRSP

Multijurisdictional
Local Road Safety Plan

Firebaugh City Council
Presentation

March 7, 2022



Overview

- What is a Local Road Safety Plan?
- Why was the LRSP created?
- What is in the LRSP?
- What happens next?



Source: Federal Highway Administration

What is a Local Road Safety Plan?



Analyzes historical crash patterns and trends



Identifies engineering, education, emergency response, and enforcement countermeasures and strategies



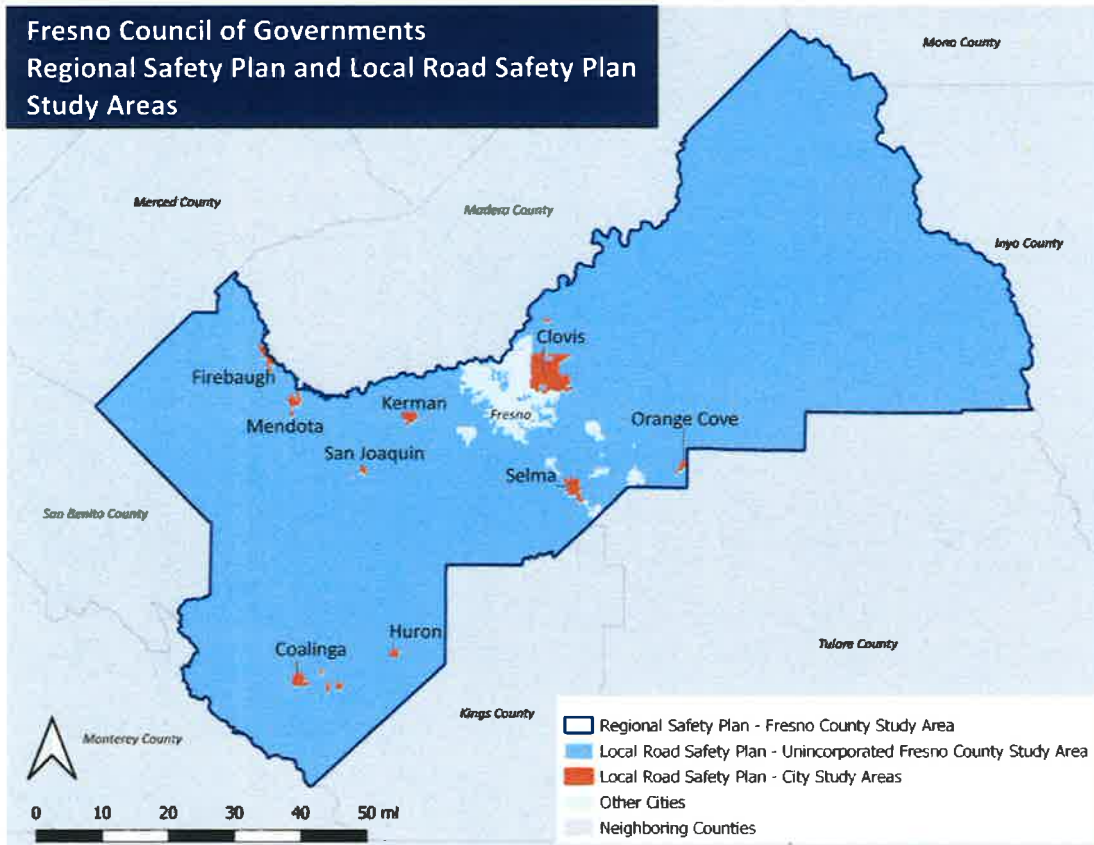
Prioritizes safety improvements based on crash data and stakeholder engagement



Meets federal safety plan guidance and Caltrans LRSP requirements

Why was the LRSP Created?

Fresno Council of Governments
Regional Safety Plan and Local Road Safety Plan
Study Areas



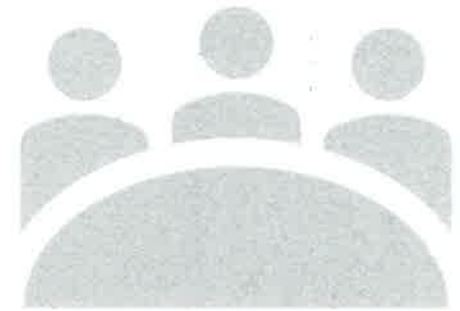
Source: Fresno COG

Builds from the Fresno
COG Regional Safety Plan

Funded by Caltrans grant
program

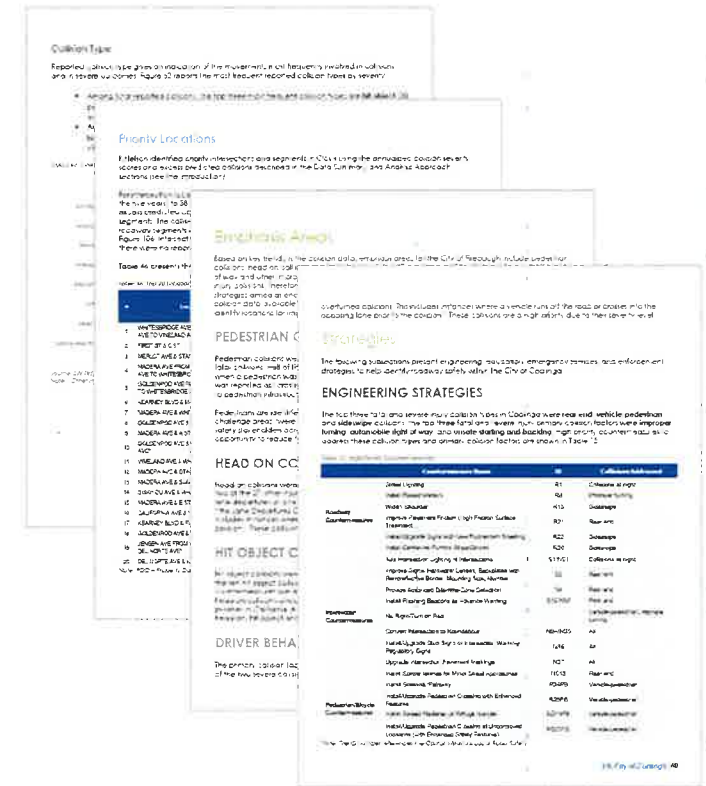
Why was the LRSP Created?

- To encourage **collaboration** across the region and with local safety partners
- To discuss traffic safety **issues** and **solutions**
- To clearly identify **priorities** and a plan for **implementation**
- To enable Firebaugh to apply for Highway Safety Improvement Program (HSIP) **grant funding**



What is in the LRSP?

- Vision and Goals
- Safety Partners
- Performance Measures
- Data Summary
- Existing Roadway Safety Performance
- Emphasis Areas
- Strategies
- Evaluation and Implementation

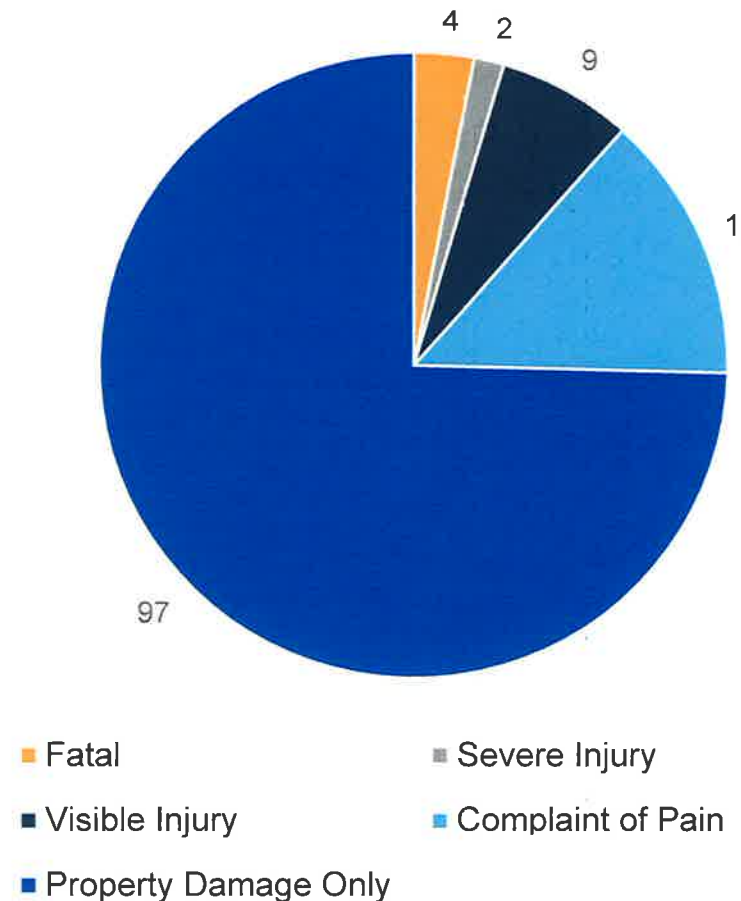


What is in the LRSP?

Vision:

Create a roadway network that provides a comfortable environment for all modes of transportation within the City.

Crash Data by Severity



What is in the LRSP?

Safety Partners

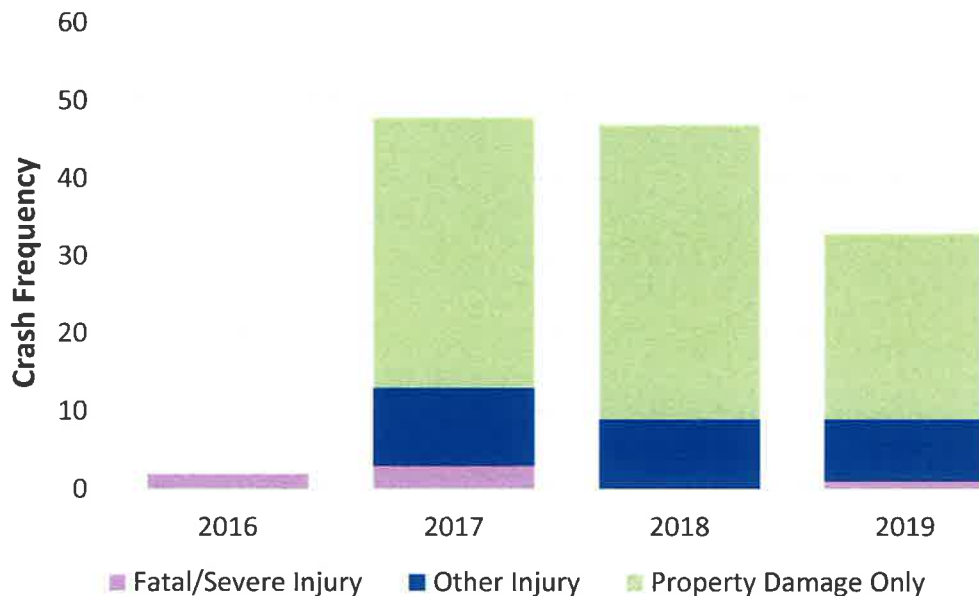
- Firebaugh Fire Department
- Firebaugh Police Department
- Firebaugh Public Works Department
- Firebaugh-Las Deltas Unified School District
- Fresno Council of Governments



What is in the LRSP?

Existing Roadway Safety Performance

Year-over-Year Trends in Crash Data by Severity



130 reported crashes in 2015-2019

4 fatal crashes

2 severe injury crashes

Source: SWITRS, TIMS, Kittelson, 2021

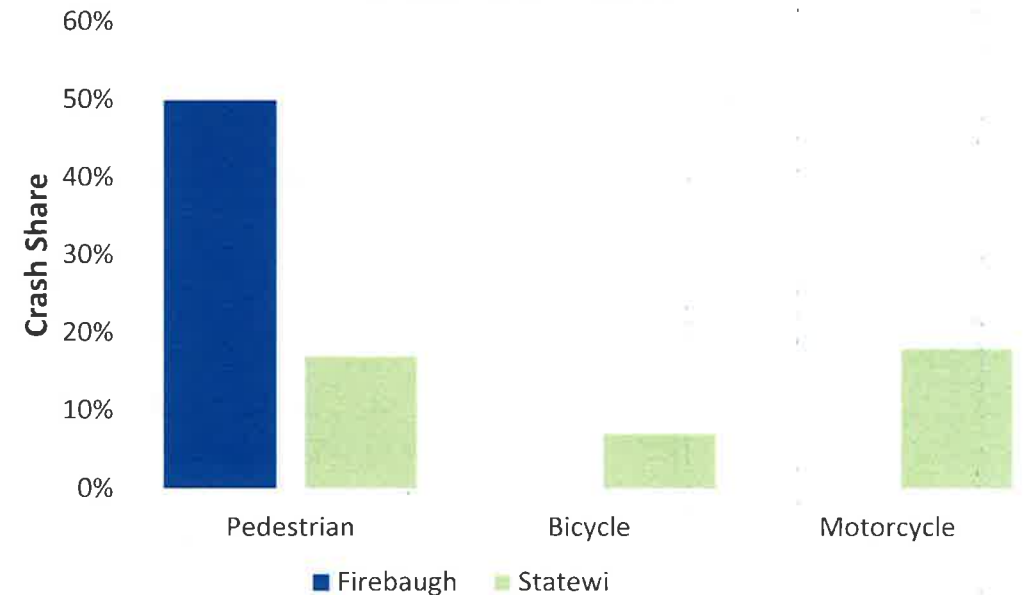
What is in the LRSP?

Existing Roadway Safety Performance

Firebaugh compared to statewide average:

- Higher share of pedestrian crashes (3 of 4 fatal crashes involved pedestrians)
- No reported fatal or severe injury bicycle or pedestrian crashes

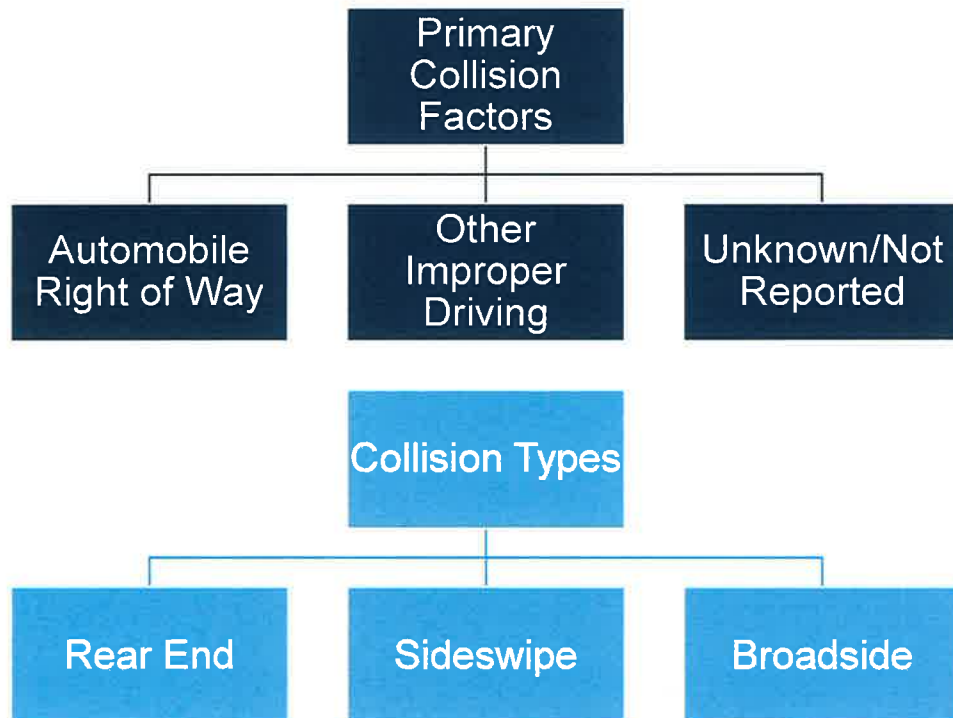
Fatal and Severe Injury Crash Shares by Road User Compared to Statewide Trends



Source: SHSP, SWITRS, TIMS, Kittelson, 2021

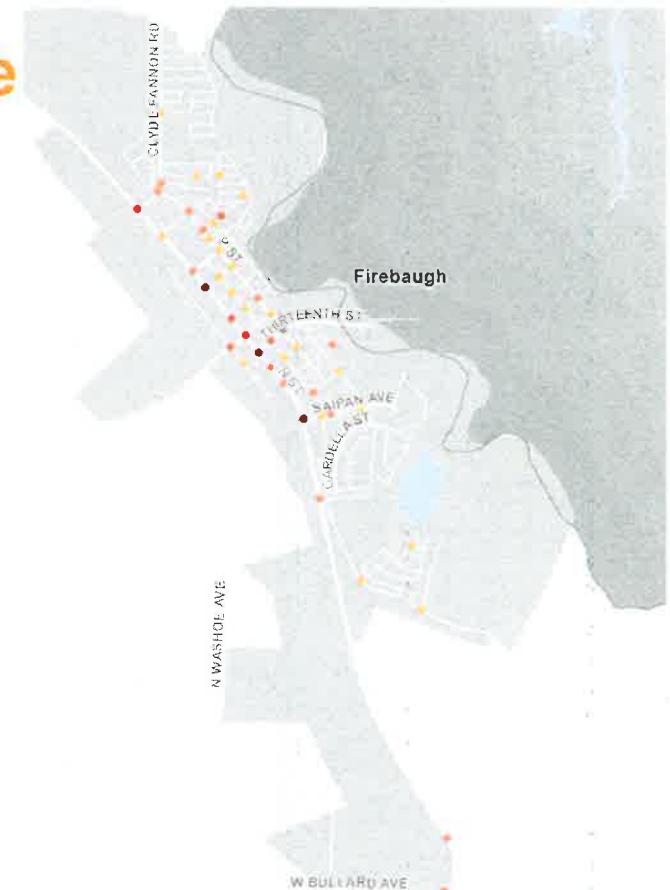
What is in the LRSP?

Existing Roadway Safety Performance



Crash Severity Score

- 95-100th Percentile
- 90-95th Percentile
- 75-90th Percentile
- 50-75th Percentile
- 0-50th Percentile



What is in the LRSP?

Emphasis Areas

Pedestrian Crashes

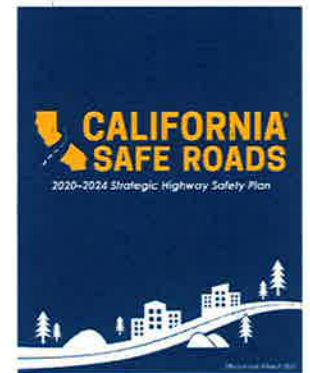
Head On Crashes

Hit Object Crashes

Driver Behaviors

Improved Data Collection

High priority
challenge areas
in the California
Strategic
Highway Safety
Plan



What is in the LRSP?

Strategies

Engineering

Geometric/operational changes to a roadway, intersection, or pedestrian/bicycle infrastructure

Education

Programs aimed at distributing educational messages focused on road user behavior

Emergency Services

Programs/policies that facilitate coordination with emergency/first responders

Enforcement

Programs/campaigns focused on road user behavior through more visible and active enforcement

What is in the LRSP?

- Addresses top fatal and severe injury collision types and primary collision factors
- Utilizes Regional Countermeasures Toolbox
- Includes roadway, intersection, and pedestrian/bicycle treatments
- Provides priority intersections and segments
- Examples: street lighting, roundabouts, enhanced crossings

Engineering Strategies



The toolbox is used when considering safety improvements and determining which are eligible for grant funding

 Tresno Council
of Governments

REGIONAL SAFETY PLAN



NOVEMBER 2021

What is in the LRSP?

Education Strategies

- Regional campaign - Safe Roads Save Lives
- Campaign Goals
 - Educate all road users on safe behaviors
 - Increase safety for people walking and biking
 - Highlight behaviors that cause the most crashes in Fresno County – speeding and distracted driving
- Guidance and materials in Regional Safety Plan



What is in the LRSP?

- FresnoCOG has the *Safe Roads Save Lives* materials to share with local partners
- Recommended activity:
 - Identify lead staff
 - Meet with advocacy groups
 - Work with school districts
 - Spread materials through social media, print materials, outdoor advertisements, PSAs, websites



Education
Strategies

What is in the LRSP?

Emergency Response Strategies

- Involve emergency service organizations in roadway safety projects
- Consider impact of roadway projects on response times
- Coordinate to share observations and identify issues early

What is in the LRSP?

- Additional crossing guards
- Focused speed enforcement in locations with high speed-related crash rates
- “Alternative enforcement” with schools

Enforcement Strategies



Crash data can help identify priority locations and times of day



Enforcement strategies should be undertaken with due caution to avoid inequitable enforcement activities

What happens next?

- Continue to coordinate with regional and local safety partners
- Regularly collect and organize data based on the performance measures
- Update the LRSP every three to five years

Performance Measures based on:



Number of annual crashes with key characteristics



Investments made in traffic safety



Coordination efforts between stakeholders

What happens next?

- Identify countermeasures and strategies to implement
- Explore funding opportunities
- Apply for HSIP funding

Performance Measures based on:



Number of annual crashes with key characteristics



Investments made in traffic safety



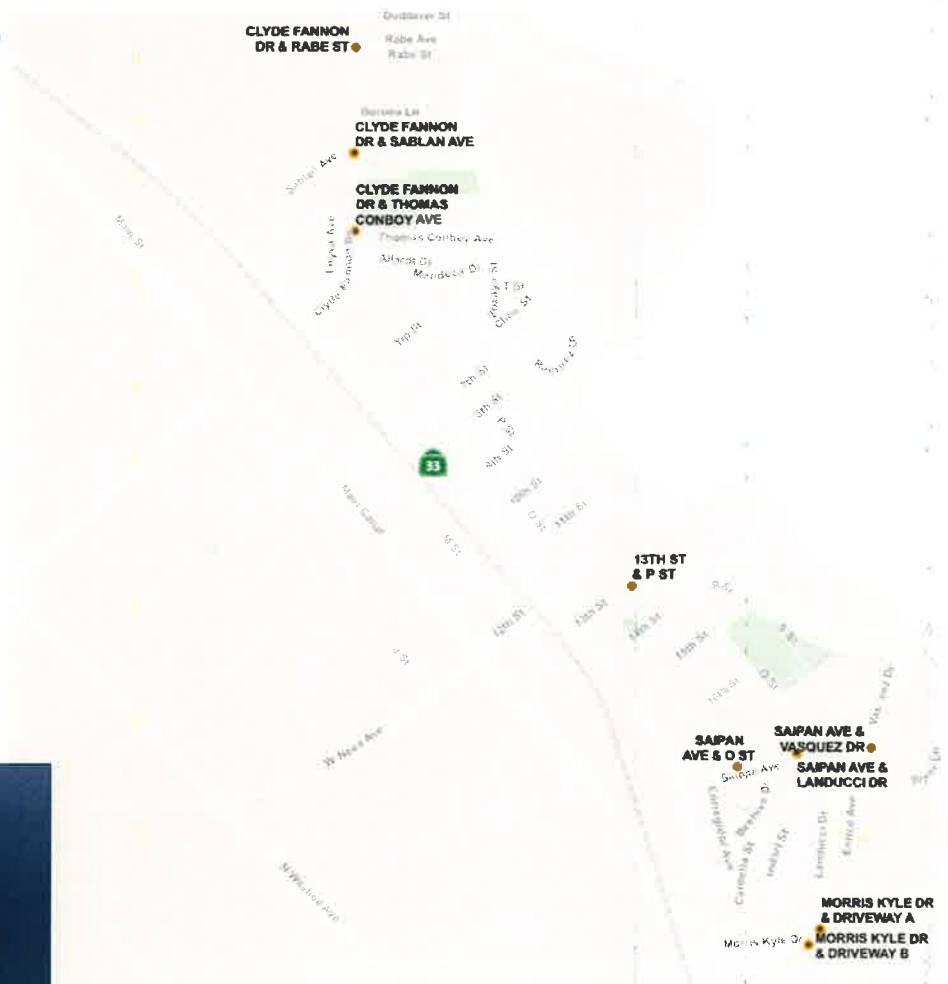
Coordination efforts between stakeholders

What happens next?

- HSIP Pedestrian Set-aside
 - Nine locations identified
 - Clyde Fannon / Rabe
 - Clyde Fannon / Sablan
 - Clyde Fannon / Thomas Conboy
 - 13th / P
 - Saipan / O
 - Saipan / Vasquez
 - Saipan / Landucci
 - Morris Kyle / Driveways

Pedestrian crossing improvements

- High visibility crossings
- Advanced yield lines and warning signs
- Median refuge areas
- Stop ahead and stop bar markings



Questions?

RESOLUTION NO. 22-11

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING THE CITY OF FIREBAUGH LOCAL ROAD SAFETY PLAN INCLUDED
IN THE MULTI-JURISDICTION LOCAL ROAD SAFETY PLAN**

WHEREAS, the City of Firebaugh (City) has the authority to construct and maintain its streets and roads to provide a roadway network that serves the needs of the community through quality infrastructure and environment; and

WHEREAS, Fresno Council of Governments (FCOG) initiated the preparation of a Multijurisdictional Local Road Safety Plan (MLRSP) to enable ten of the member agencies to prepare their first Local Road Safety Plan (LRSP); and

WHEREAS, the City has worked with the FCOG and their consultant team to develop a LRSP which analyzes historical crash patterns and trends in order to identify countermeasures to reduce the number and severity of future crashes; and

WHEREAS, the LRSP will increase the City's eligibility for various transportation grant programs, including the Highway Safety Improvement Program (HSIP), and will provide additional guidance for the development of safer streets and roads.

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

1. The foregoing recitals are true and correct and incorporated by reference.
2. The City of Firebaugh Local Road Safety Plan is adopted and will be included in the Multijurisdictional Local Road Safety Plan.
3. This resolution is effective upon adoption.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 7th day of March 2022, by the following vote:

AYES: **Council Member(s)**

NOES: **Council Member(s)**

ABSENT: **Council Member(s)**

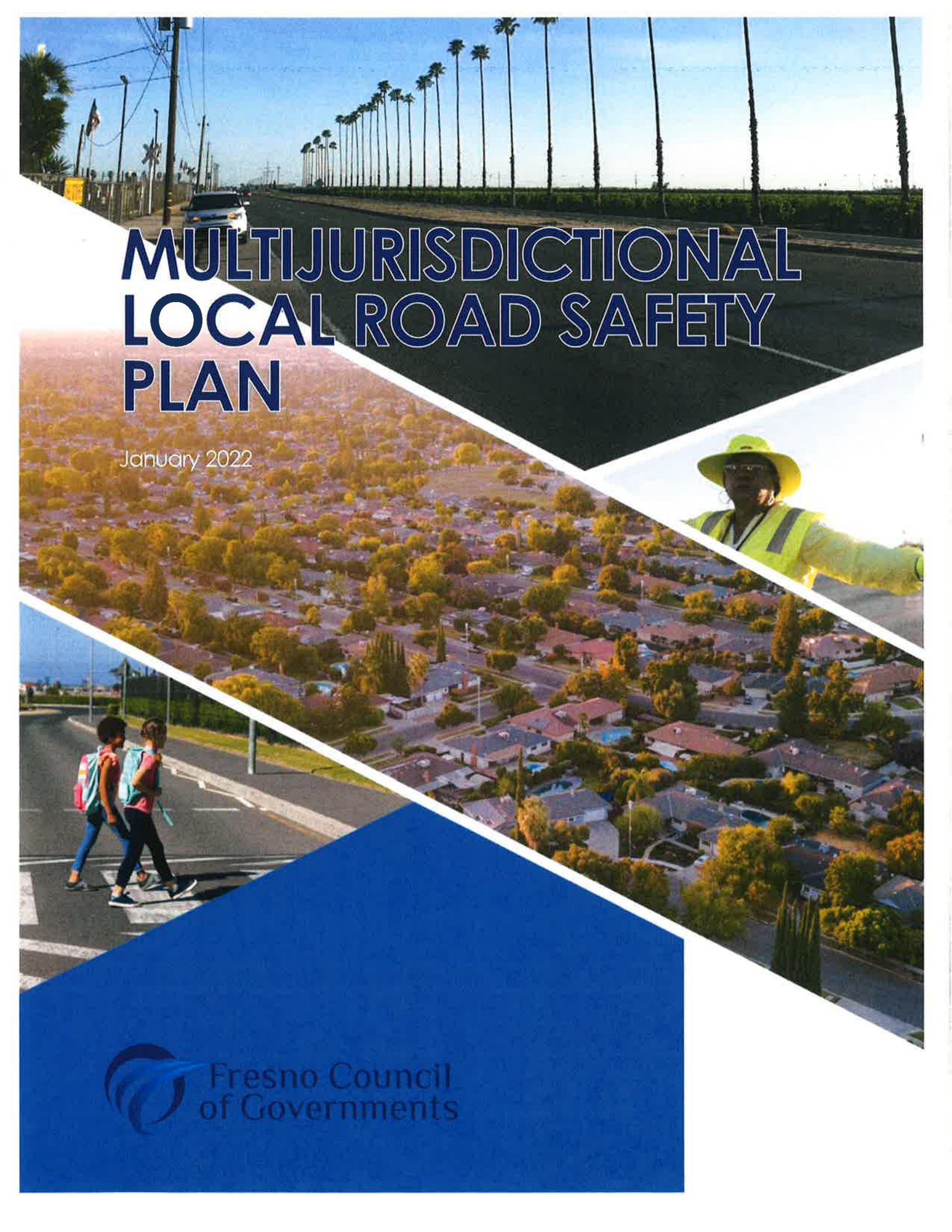
ABSTAIN: **Council Member(s)**

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk



MULTIJURISDICTIONAL LOCAL ROAD SAFETY PLAN

January 2022

STATEMENT OF PROTECTION OF DATA FROM DISCOVERY AND ADMISSIONS:

Per Section 148 of Title 23, United States Code [23 U.S.C. § 148(h) (4)] REPORTS DISCOVERY AND ADMISSION INTO EVIDENCE OF CERTAIN REPORTS, SURVEYS, AND INFORMATION—Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location identified or addressed in the reports, surveys, schedules, lists, or other data.

Prepared For:

**Fresno Council of Governments
2035 Tulare St # 201
Fresno, CA 93721
559.233.4148**

Prepared By:

**Kittelson & Associates, Inc.
2510 J Street, Suite 200
Sacramento, CA 95816
916.266.2190
Project Manager: Mychal Loomis, PE, TE, PTOE, RSP
Deputy Project Manager: Matt Braughton, RSP**

Toole Design

**1322 Webster Street, Suite 208
Oakland, CA 94612
510.298.0740**

Project No. 26012

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12.0 Appendices

Appendix A. Stakeholder Engagement Materials

Appendix B. Regional Countermeasures Toolbox



1.0 INTRODUCTION

PURPOSE AND SCOPE

The Multijurisdictional Local Road Safety Plan (MLRSP) was initiated by the Fresno Council of Governments (Fresno COG) and completed by Kittelson & Associates, Inc. (Kittelson) and Toole Design Group (TDG) to enable ten of the COG's local jurisdiction partners to prepare their first local road safety plans. The ten participating local jurisdictions are:

- City of Clovis
- City of Coalinga
- City of Firebaugh
- Fresno County (Unincorporated)
- City of Huron
- City of Kerman
- City of Mendota
- City of Orange Cove
- City of San Joaquin
- City of Selma

The focus of the MLRSP's development is to identify the following for each of the local jurisdictions:

- Crash patterns and trends
- Systemic engineering treatments to help reduce crash risk
- Education, enforcement, and/or emergency services strategies to help improve roadway safety
- High priority locations for projects with supporting design concepts
- Highway Safety Improvement Program (HSIP) grant applications to facilitate securing funding for high priority safety projects

This document presents the local road safety plans for each of the above local agencies. The local road safety plans were informed by technical analysis as well as input from key stakeholders and input from the general public. The following subsections describe the process used to develop the plans, the types of strategies identified for each local agency, and the COG's regional efforts to improve roadway safety. The subsequent sections of this report present each local jurisdiction's local road safety plan.

PROCESS

The local road safety plans included in this MLRSP were informed by a crash data analysis, key agency stakeholder input, and broader community input from the general public regarding roadway safety concerns. The stakeholder input combined with the crash analysis were used to establish an understanding of existing roadway safety performance and priority locations for each local agency. Based on existing roadway safety performance, multidisciplinary strategies were identified to help improve roadway safety. The following subsections discuss the stakeholder engagement activities, summarize the data and analysis approach used, and identify types of strategies to improve roadway safety.

Stakeholder Engagement Activities

The local road safety plans for the local jurisdictions were developed during the COVID-19 pandemic from approximately April 2021 through December 2021. Given the timing of their development, stakeholders were engaged through virtual meetings and web-based input. Engagement was organized into three sets of activities to engage a range of stakeholders over the course of the local road safety plans' development. These activities include:



Local Working Groups – Three local working groups were formed and comprised of one to three representatives from each of the ten participating local agencies. The local working groups each met three times during the local road safety plans' development to discuss existing conditions findings, vision and goals, recommendations, and the local road safety plans themselves. *Appendix A* includes the local working group rosters, meeting notes, and materials from those meetings.



Web-Based Survey and Interactive Map – A web-based survey and interactive map was used to reach the general public. The COG worked with local agencies to advertise the survey and interactive map through social media and other established communication channels. The web-based survey was used to gather input regarding people's general roadway safety concerns and understand the types of issues most frequently encountered. The interactive map was used to gather input on specific locations where community members had roadway safety concerns. *Appendix A* includes the summary of the input received.



Focus Group Meetings – One focus group meeting was conducted for each local agency. The participants were invited based on their role in the community and included representatives from local school districts, local decision-makers, city managers, representatives from local chamber of commerce, local law enforcement, transit service providers, state partners (e.g., Caltrans, California Highway Patrol), and other active local community members. Each of the ten focus group meetings discussed draft findings, shared input received from the general public, discussed draft vision and goals, and presented draft priorities as well as potential safety strategies. *Appendix A* includes the focus group participant lists, meeting notes, and meeting materials from each focus group meeting.

Data Summary and Analysis Approach

Kittelson worked with Fresno COG to assemble crash data for each of the local jurisdictions. The crash data was obtained from the Statewide Integrated Traffic Records System (SWITRS) database and supplemented with location information from the Transportation Injury Mapping System (TIMS) database maintained by SafeTREC at the University of California, Berkeley. Throughout this report, crashes are associated with a jurisdiction based on the reporting officer's assessment of location.

The crash database represents the time period from January 1, 2015 through December 31, 2019 and includes reported crashes that occurred on public streets within each local jurisdiction. Crash severity is coded according to the highest degree of injury exhibited, and the data used for this analysis includes the following coded severity levels (listed in descending order):

- **Fatal:** death from injuries sustained in the crash.
- **Severe Injury:** Injuries include, for example, broken bones, severe lacerations, or other injuries that go beyond the reporting officer's assessment of "other visible injuries."
- **Other visible injury:** An injury, other than those described above, that is evident to observers at the scene of the crash. For example, bruises or minor lacerations.
- **Complaint of pain:** Internal or other non-visible injuries. For example, a person limps or seems incoherent.
- **Property damage only (PDO):** No injuries sustained.

For simplicity in presentation, in some cases Kittelson combined crashes coded as "other visible injury" or "complaint of pain" into a single "other injury" category.

The crash data was used for two types of analysis: (i) Descriptive analysis to identify crash patterns and trends; and (ii) Spatial analysis to identify high-injury networks and priority locations for safety improvements.

The data used for the descriptive analysis were sorted into jurisdictions based on the information available in the SWITRS and TIMS databases. This information is derived from a reporting officer's judgment and may be inconsistent with true boundaries, especially near city/county borders.

In the process of locating data into a geographic information system (GIS) for spatial analysis, Kittelson reviewed the available information and relocated some crashes to a more precise coordinate location. In so doing, Kittelson relocated some crashes to different jurisdictions than originally listed in the database. **Thus, some disparities in total crash count by jurisdiction exist between the descriptive analysis and spatial analysis even though each is internally consistent.** This subtle change in crash total per jurisdiction has a negligible effect on overall descriptive patterns.

DESCRIPTIVE ANALYSIS

The descriptive analysis evaluates the crash data based on attributes recorded by police officers in crash reports. The attributes include items such as collision type, severity, cited primary collision factor, weather, and lighting. This analysis results in different charts, tables, and graphs summarizing statistics about recurring crash patterns and trends in the data. In some instances, a few of the local jurisdictions had too few reported crashes to do a descriptive analysis. In those instances, Kittelson summarized key attributes for each reported crash. **The overall intent of the descriptive analysis is to identify jurisdiction-wide trends that may be addressed by systemic strategies or treatments.**

For each agency LRSP a section is provided for descriptive data related to all road users, pedestrians, and bicyclists. These sections provide relevant information to statewide performance measure targets which specifically look for pedestrian- and bicycle-involved crashes.

SPATIAL ANALYSIS

The spatial analysis takes into consideration the specific locations the reported crashes occurred. To aid in this analysis, Kittelson developed a linear referencing system of all public roadways using the Fresno County roadway centerline file. This dataset was updated to develop a measurement system based on the total road length (as determined by roadway name) to locate crashes to a specific mile point along the network. This allowed calculating *Highway Safety Manual* network screening performance measures using spatial statistics. Upon developing the roadway network, nodes were created for all intersections across the region and identified as signalized or unsignalized. Kittelson conducted quality control checks to ensure grade-separated crossings were appropriately modeled and address other inconsistencies in the roadway and intersection network.

Crashes were next identified as intersection or segment crashes. Based on Caltrans guidance, an intersection crash was defined as a crash that occurs within 250 feet of the intersection. These crashes were spatially joined and summarized in ArcGIS to calculate the total number of crashes by severity at each intersection. Where intersections were less than 500 feet from each other, crashes were assigned to the nearest of the two intersections. Crashes occurring more than 250 feet from any intersection were separated to be used in the segment analysis discussed below.

ANALYSIS APPROACH

The following steps outline the basic analysis approach to assess countywide safety performance:

1. Establish the high-injury network database using the crash and roadway network data.
2. Evaluate the frequency and severity of reported crashes using Equivalent Property Damage Only (EPDO) and Excess Predicted Average Crash Frequency Using Method of Moments performance metrics and sliding window methodology from the *Highway Safety Manual*. Kittelson used weighting consistent with Caltrans Local Roadway Safety Manual crash costs guidance.
3. Map resulting performance metrics to display roadway safety performance for each local jurisdiction.

As a note, roadway segments and intersections in the resulting high-injury network maps are not weighted based on travel volumes or demand. Field-collected traffic volumes and travel demand model volumes can be useful tools in weighing and classifying roads differently based on their volume and demand. However, there are limits and challenges to this data which rendered it infeasible to apply to the high-injury network in a consistent manner that would allow for comparisons within a given jurisdiction. For example, consistent traffic volumes are not available for all roads that are being analyzed. Additionally, Fresno COG's travel demand model network does not cover all roads analyzed and is not able to be directly linked to the roadway network. Therefore, all analyzed roadway segments were evaluated without adjusting for travel volumes.

High-Injury Network

In the existing conditions report, Kittelson identified high-injury networks for each local jurisdiction. A high-injury network includes the intersections and segments that have exhibited the most frequent and/or most severe crashes within a given jurisdiction. Kittelson mapped the results of the analysis and also presented the highest priority locations in a table format.

To identify the high-injury network and corresponding high priority locations, Kittelson used the same approach recently completed for Fresno COG's Regional Safety Plan (RSP). The following describes this approach which includes calculating crash severity scores, excess predicted average crash frequency, and the sliding window methodology.

Equivalent Property Damage Only (EPDO) to Generate Crash Severity Scores

Kittelson used EPDO score performance measure from the *Highway Safety Manual*, which assigns weighting factors to crashes by severity relative to property damage only (PDO) crashes. The EPDO calculation was performed for all public intersections and roadway segments including state highway facilities. The EPDO performance measure is described below. Moving forward throughout this document, the EPDO performance measure is referred to as a "crash severity score."

The crash severity score assigns weight to individual crashes based on the crash severity and location of the crash (see table below). Weights, provided by the 2020 Caltrans' *Manual Local Roadway Safety*, are based on the cost of property-damage-only (PDO) crashes. Each crash is assigned a score relative to a PDO crash, as shown in Table 1.

Table 1: Crash Severity Scores

Location Type	Crash Weighting by Severity				
	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Property Damage Only
Signalized Intersection	119.55	119.55	10.70	6.08	1.00
Unsignalized Intersection	190.23	190.23	10.70	6.08	1.00
Roadway	164.66	164.66	10.70	6.08	1.00

Source: Caltrans, *Local Roadway Safety: A manual for California's Local Road Owners (Version 1.5)*, 2020.

The weights prioritize fatal and severe injury crashes equally to recognize that a death versus a severe injury is often a function of the individual involved or of emergency response time. Therefore, both outcomes represent locations where the region may want to prioritize improvements. Crash weights vary by location types because of the relative costs associated with the crash severity at the location type. Specifically, unsignalized intersections have a higher cost for fatal and severe crashes because fatal and severe crashes at these locations tend to result in more severely injured persons on average.

The EPDO score is calculated by multiplying each crash severity total by its associated weight and summing the results, using the following formula:

EPDO Score = (Fatal weight * # of fatal crashes) + (severe injury weight * # of severe injury crashes) + (other visible injury weight * # of other visible injury crashes) + (complaint of pain injury weight * # of complaint of pain injury weight crashes) + (property damage only weight * # of property damage only crashes)

The EPDO score is annualized by dividing the score by the number of years of crash data used in the analysis, which in this case is five years.

Excess Predicted Average Crash Frequency Using Method of Moments

Kittelsohn also used the Excess Predicted Average Crash Frequency Using Method of Moments performance metrics to calculate the predicted excess crash frequency for each analysis segment and intersection. This method identifies the extent to which a location is exhibiting either more crashes or fewer crashes than one would expect based on how other similar locations are performing.

Mathematically, this method adjusts the observed crash frequency for a site based on the variance in the crash data and average crash frequencies for a site's reference population. Reference populations were established based on urban/rural designation, functional classification, and traffic control (for intersections only). The adjusted observed crash frequency is then compared to the average crash frequency for the reference population to calculate the excess predicted crashes for each location.

Sliding Window Methodology

Kittelsohn used a Python-based script to segment the street network into one-half (1/2) mile segments, incrementing the segments by one-quarter (1/4) of a mile. The EPDO score was calculated per increment of each segment as the script "slides" along each roadway in the network. Crashes associated with intersections (i.e., crashes within 250 feet of the intersection) are ignored for the segment analysis and analyzed separately. This methodology helps to identify portions of roadways with the greatest potential for safety improvements. The scores were aggregated based on relative regional percentiles of the resulting crash severity and excess predicted crashes scores to map out regional safety performance and identify high injury locations.

Results

The results of the above spatial analysis are presented for each local jurisdiction under the subsection titled "Existing Roadway Safety Performance." Grade-separated facilities were removed from the evaluation as they would not be a focus for the local agency. The results are a strong indication of which locations are most likely to be competitive for HSIP grant funding. The results were used to inform the selection of locations for HSIP grant applications.

Strategy Types

Strategies to improve roadway safety were identified for each local agency based on that agency's existing roadway safety performance and the concerns identified by stakeholders as well as the general public. The safety strategies identify engineering strategies (i.e., countermeasures), education, emergency services, and enforcement strategies that can be used to reduce the risk of traffic fatalities and injuries on public roadways. The following briefly describes each type of strategy. Each agency's local road safety plan describes specific strategies aligned with the local agency's emphasis areas for road safety improvement.



ENGINEERING STRATEGIES

Engineering strategies to improve roadway safety are often referred to as countermeasures. Countermeasures are generally geometric or operational changes to a roadway, intersection, or roadside (area immediately adjacent to the roadway) that reduce the likelihood of a crash occurring and/or reduce the likelihood of someone being killed or hurt if a crash does occur.

The Fresno COG 2021 Regional Safety Plan (RSP) includes a Countermeasures Toolbox, which is provided in Appendix B of this MLRSP. The toolbox is a resource for local agencies within the region. It is organized to help identify countermeasures that have been found to be effective at reducing crash risk. The engineering strategies included are likely to be eligible for grant funding through Caltrans' HSIP.

Specific to each local agency's road safety plan, countermeasures were prioritized based on the top three collision types and top three primary collision factors. The Fresno COG RSP Countermeasure Toolbox and Caltrans' *Manual Local Roadway Safety* were used to identify which collision types and primary collision factors a countermeasure is most effective at addressing. Using this information, countermeasures were prioritized as follows:

- If the collision type or primary collision factor was listed in the Top 3 Fatal/Severe Injury list for a jurisdiction, then the countermeasure was given **high priority**.
- If the collision type or primary collision factor was listed in the Top 3 Overall list for a jurisdiction (but not the Top 3 Fatal/Severe Injury list), then the countermeasure was given a **medium priority**.
- If the collision type or primary collision factor was not listed as Top 3 for a jurisdiction, then the countermeasure was given a **low priority**.

For countermeasures that address night crashes, the following prioritization process was used:

- If the proportion of fatal/severe injury crashes that occurred at night in a jurisdiction were greater than the countywide proportion of fatal/severe crashes that occurred at night (44 percent), then the countermeasure was given **high priority**.
- If the proportion of fatal/severe injury crashes that occurred at night in a jurisdiction were less than the countywide proportion of fatal/severe crashes that occurred at night, but greater than the countywide proportion of total crashes that occurred at night (32 percent), then the countermeasure was given **medium priority**.
- If the proportion of fatal/severe injury crashes that occurred at night in a jurisdiction were less than the countywide proportion of total crashes that occurred at night, then the countermeasure was given a **low priority**.

For countermeasures that address crashes involving pedestrians and bicyclists, the collision types, primary collision factors, and pedestrian actions that were associated with pedestrian and bicycle involved crashes informed countermeasure priorities. The following were also considered:

- If pedestrian and bicycle involved crashes in a jurisdiction exceeds statewide average shown in the SHSP, then the countermeasure was given **high priority**.
- If pedestrian and bicycle involved crashes in a jurisdiction do not exceed statewide average shown in the SHSP, then the countermeasure was given **medium or low priority**.

Additional factors, such as land use context (urban vs. rural land uses), estimated amount of crash reduction, and funding eligibility were also used to prioritize potential countermeasures for a given jurisdiction.



EDUCATION STRATEGIES

Education strategies tend to refer to programs aimed at distributing educational messages and materials to the general public or specific groups within the broader population to bring awareness to the need for changes in road user behavior. These strategies focus on educating or sharing information that encourages safe choices on the behalf of all road users. Implementing these strategies often requires inter- and intra-agency coordination to achieve the desired outcomes of the program. Partners most frequently involved in developing and employing education strategies include public works department or division, transportation department or division, schools and school districts, community groups or community centers, public information offices of local agencies, and local law enforcement agencies. A transportation safety education program was created as part of the Fresno COG's 2021 Regional Safety Plan development. The COG's intent is to coordinate with local agencies across the County in deploying and using education materials. Each local agency's local road safety plan discusses opportunities to make the most of that education program as well as other related education strategies.



EMERGENCY SERVICES STRATEGIES

Emergency services strategies are programs and/or policies that facilitate coordination with emergency/first responders to improve roadway safety. These types of strategies can include:

- Agreements for enhanced information sharing to better understand severity outcomes from crashes.
- Enhanced communication and coordination to help optimize response times to/from incidents and medical care.
- Increased trauma training for first responders particularly in rural areas where travel to a hospital will take longer so stabilization and treatment at the site of the crash is more critical.
- Increased training opportunities for the general public to assist victims at the scene of a crash.

These types of strategies are often coordinated at a regional level given the overlap in services and coverage across multiple local boundaries. Each local agency's local road safety plan highlights strategies that could be beneficial to coordinate with the COG and others regarding emergency services.

ENFORCEMENT STRATEGIES



Enforcement strategies include programs or campaigns specifically focused on changing road user behavior through more visible and active enforcement of existing traffic laws.

Typically, the effectiveness of enforcement strategies is temporal, meaning they are effective at changing behavior for a discrete period of time, typically during and shortly after the increased enforcement activities.

If enforcement strategies are to improve overall safety in a community, traffic laws must be applied equitably and with sensitivity toward communities where there may be limited rapport with law enforcement. Enforcement strategies should be undertaken with due caution to avoid inequitable enforcement activities and evaluated to determine the strategy's impact. The following considerations can help lead to more successful outcomes for roadway safety enforcement strategies:

- Appropriately train police officers and periodically refresh police officers' training related to enforcement activities.
- Incorporate social equity considerations in camera placement for automated enforcement, such as red-light-running cameras.
- Dedicate a portion of enforcement revenue to outreach and engagement with community groups about roadway safety.
- Tailor enforcement campaigns to suit the needs of different neighborhoods and demographics and incorporate education as part of those campaigns.
- Conduct enforcement with staff support and awareness of the courts.
- Use warnings and flyers before moving on to issuing citations.

Crash data can help identify priority intersections and/or road segments and the times of day when certain behaviors may be more prevalent. This information can inform and help officers choose the most appropriate type of enforcement strategy for a given location and time period. The COG or local agency staff can also help monitor the impact of the enforcement strategy by coordinating with the respective agency's police department to obtain and analyze enforcement records and evaluate effectiveness and equity considerations.

REGIONAL EFFORTS

The Fresno COG is committed to integrating safety into its transportation planning and funding processes. As part of that commitment, the COG has developed a Regional Safety Plan over the course of 2021. The Regional Safety Plan sets forth a roadway safety vision for the entire county and provides information and strategies to help the COG and its member agencies make decisions that will improve roadway safety through projects, policies, programs, and funding decisions. It was developed in partnership with COG member agencies through engagement with a Regional Safety Steering Committee.

In addition to providing a regional assessment of roadway safety, the Regional Safety Plan pinpoints areas where regionwide coordination on education, enforcement, data collection, data maintenance, and other strategies can benefit each local agency's progress towards achieving their local roadway safety vision and goals. The Regional Safety Plan is also a resource for local agencies to:

- Gauge how their roadway safety performance compares to regional trends
- Identify systemic engineering countermeasures from the Regional Safety Plan's Countermeasure Toolbox that can be applied to locations within their jurisdiction
- Obtain educational materials that are ready for use and can be distributed in various forums to promote safer behavior on the region's roadways
- Gather information on ways to coordinate further with local and state law enforcement
- Identify potential funding sources for improvements the local agencies have identified
- Gather information that can be used in support of grant funding pursuits

The content of the Regional Safety Plan was used to help inform the ten local road safety plans included in this document. Future updates to these or other local road safety plans within the region can also draw from the information in the Regional Safety Plan.

4.0 CITY OF FIREBAUGH

The City of Firebaugh has an approximate population of 7,980.²¹ The average daily vehicle miles traveled is 33,939, and the City maintains approximately 22 total roadway centerline miles. The main arterial roadways that connect the City to other jurisdictions include N Street, which runs northwest to southeast, 12th Street/W Nees Avenue, which runs west from N Street, and 13th Street, which runs east from N Street. Based on the review of crash data conducted as part of the LRSP, pedestrians are overrepresented in fatal and severe injury crashes. The three collision types reported in fatal and severe injury crashes were **vehicle-pedestrian**, **head on**, and **hit object** crashes. The primary collision factors reported for fatal and severe injury crashes include **pedestrian violation** and **other improper driving**. Among all reported crashes, the most commonly reported primary collision factor is **automobile right of way**. High priority countermeasures to address these collision types and primary collision factors are shown in Table 23. The LRSP provides potential engineering, education, emergency services, and enforcement strategies tailored to Firebaugh's crash history and local priorities, as well as performance measures to evaluate progress.

VISION AND GOALS

The City's vision for roadway safety is:



Create a roadway network that provides a comfortable environment for all modes of transportation within the City.

The City's goals in support of the vision are:

1. Have zero fatal and severe injury crashes on the City roadways by 2026.
2. Systemically implement safety countermeasures proven to reduce fatal and severe crashes across the City's public roadways.
3. Enhance pedestrian facilities and crossings within the City limits and collaborate with Caltrans on modifications proposed to state route roadways within the City limits.
4. Participate in regional activities to promote roadway safety as a priority investment.

²¹ 2018 population. Source: California Department of Finance

SAFETY PARTNERS

A variety of agency staff and community partners were involved throughout the development of this LRSP and played an integral role in identifying priorities, providing local context, and reviewing the existing conditions analysis. Many of the strategies identified in this plan will require coordination with these partners and their support of the City's effort to create a culture of roadway safety. Firebaugh's goals reflect the importance of participating in regional activities to promote roadway safety. While additional partners may be identified in the future, those involved in development of the LRSP include:

- Firebaugh Fire Department
- Firebaugh Police Department
- Firebaugh Public Works Department
- Firebaugh-Las Deltas Unified School District
- Fresno Council of Governments

PERFORMANCE MEASURES

Performance measures are used to track progress and a key element of making data-informed decisions. Performance measures that support the City's vision, goals, and emphasis areas include:

- Annual number of crashes (city-wide and at each of the top twenty priority locations)
- Annual number of fatal and severe injury crashes (city-wide and at each of the top twenty priority locations)
- Annual number of pedestrian and bicycle crashes (city-wide and at each of the top twenty priority locations)
- Annual number of head on crashes (city-wide)
- Annual number of hit object crashes (city-wide)
- Annual number of crashes at intersections (city-wide)
- Investments made in roadway safety countermeasures (e.g. dollars spent, grants pursued, partnerships developed)
- Investments made in education and enforcement strategies (e.g. dollars spent, grants pursued, partnerships developed)
- Coordination with other local agencies and/or safety partners (e.g. meetings held, projects pursued)
- Coordination on crash data processes and reporting (e.g. meetings held, changes made)

As part of plan implementation, the City will identify a process for annually tracking these performance measures to support future updates to this roadway safety plan.

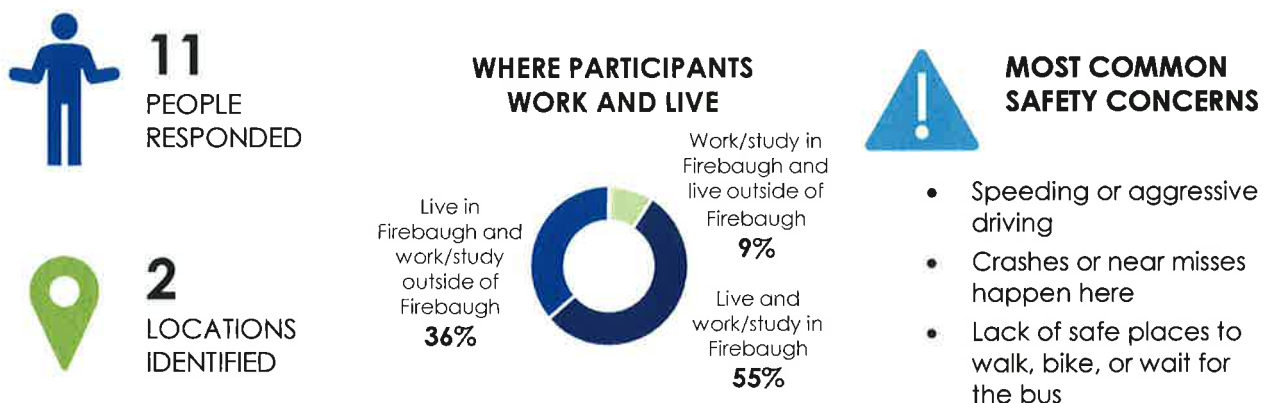
DATA SUMMARY

The primary data sets used to inform the technical analyses for the City's local road safety plan were crash data and roadway network information. As noted below, future updates could incorporate traffic volume data if widely available for locations across the City. In addition, feedback from a publicly available survey was documented for consideration in identifying issues and improvement strategies.

Public Survey Feedback

Toole Design Group worked with Fresno COG to develop an online survey and interactive webmap to provide the opportunity for public engagement on the LRSP. The goal was to collect both general and geographically specific feedback on safety problems, desired safety improvements in jurisdictions that are part of the MLRSP, as well as voluntary demographic information for Title IV reporting. Both activities were open from August 16, 2021 to September 20, 2021 and sought public feedback on spatial patterns of traffic safety concerns and desired improvements.

As the primary open public engagement opportunity during MLRSP development, the survey and interactive webmap served a crucial role in illuminating the community's traffic safety concerns and desired traffic safety improvements. Below is a summary of key findings from the online survey and interactive webmap specific to Firebaugh. More information on the methodology and overall findings of the survey are provided in *Appendix A*.



- The survey asked respondents to provide input on the top road safety improvements needed in their communities. While the survey prompted participants to pick three improvements, some selected more than three responses. A total of 35 responses were received for Firebaugh from 11 participants, with the most common desired improvement types including:
 - Maintenance of existing roads and streets (7 responses)

- Pedestrian crossing improvements (5 responses)
- Traffic signals (5 responses)
- Rural road improvements to prevent run-off-road crashes (4 responses)
- Speed enforcement (4 responses)
- Participants dropped points in the webmap in specific locations across Fresno County where they experienced road safety concerns. When leaving a point, participants could select from a list of traffic safety concerns and the kinds of travel impacted, with the ability to select as many responses as applicable. A text box gave participants the option to note what they think would make the location safer. A total of 2 locations were noted in Firebaugh, noting the following traffic safety concerns:
 - Speeding or aggressive driving (2 responses)
 - Crashes or near misses happen here (1 response)
 - Lack of safe places to walk, bike, or wait for the bus (1 response)
- The survey asked participants where they live and work or study, with the option to select from a list of jurisdictions or outside of Fresno County. The participants who selected Firebaugh included:
 - 6 who live and work/study in Firebaugh
 - 4 who live in Firebaugh and work/study outside of Firebaugh
 - 1 who works/studies in Firebaugh and lives outside of Firebaugh

Crash Data

Kittelton worked with Fresno COG to assemble crash data for the City of Firebaugh using the Statewide Integrated Traffic Records System (SWITRS) database, supplemented with location information from the Transportation Injury Mapping System (TIMS) database maintained by SafeTREC at the University of California, Berkeley. Throughout this report, crashes are associated with a jurisdiction based on the reporting officer's assessment of location.

The crash database represents the time period from January 1, 2015 through December 31, 2019 and includes reported crashes that occurred on public streets. Within the assembled regional crash database, a total of 130 reported crashes are located in City of Firebaugh. Crash severity is coded according to the highest degree of injury exhibited, and the data used for this analysis includes the following coded severity levels (listed in descending order):

- Fatal: death from injuries sustained in the crash.
- Severe Injury: Injuries include, for example, broken bones, severe lacerations, or other injuries that go beyond the reporting officer's assessment of "other visible injuries."
- Other visible injury: An injury, other than those described above, that is evident to observers at the scene of the crash. For example, bruises or minor lacerations.

- Complaint of pain: Internal or other non-visible injuries. For example, a person limps or seems incoherent.
- Property damage only (PDO): No injuries sustained.

Roadway Network Data

Kittelson developed a linear referencing system of all public roadways using the Fresno County roadway centerline file. This dataset was updated to develop a measurement system based on the total road length (as determined by roadway name) to locate crashes to a specific mile point along the network. The master roadway network for the County was used to spatially analyze and prioritize specific locations within each local jurisdiction.

Traffic Volume Data

Traffic volume data was not consistently available at a sufficient level to be able to incorporate into the safety analysis. Future updates to the City's local road safety plan could incorporate traffic volume data, if available, to understand how crash frequency, severity, and type vary at different levels of traffic.

EXISTING ROADWAY SAFETY PERFORMANCE

The findings in this section are based on the crash database, which includes reported crashes from January 1, 2015 through December 31, 2019. It is organized as follows:

- All Road Users
 - Severity by Road User
 - Year, Month, and Weather
 - Collision Type
 - Location, Collision Type, and Severity
 - Primary Collision Factor
 - Lighting
 - Time of Day
- Pedestrian-involved Crashes
 - Year and Month
 - Pedestrian Action and Location
 - Lighting
- Bicyclist-involved Crashes
 - Collision Type
 - Primary Collision Factor
 - Lighting

All Road Users

This section includes analysis and findings for all reported crashes. Subsequent sections focus exclusively on crashes involving pedestrians and bicyclists.

SEVERITY BY ROAD USER

Table 20 presents reported crashes, organized by severity level and road user.

- There were seven reported pedestrian crashes, of which three were fatal.
- There was one reported bicycle crash in the City of Firebaugh.
- Most reported crashes were property damage only (PDO)—75 percent of total reported crashes.

Table 20: Crash Severity by Road User Involved

Road Users Involved	Fatal (% of column)	Severe Injury (% of column)	Visible Injury (% of column)	Complaint of Pain (% of column)	Property Damage Only (% of column)	Total (% of column)
Pedestrian Involved	3 (75%)	0 (0%)	1 (11%)	2 (11%)	1 (1%)	7 (5%)
Bicycle Involved	0 (0%)	0 (0%)	0 (0%)	1 (6%)	0 (0%)	1 (1%)
Vehicle Only or Vehicle- Fixed Object	1 (25%)	2 (100%)	8 (89%)	15 (83%)	96 (99%)	122 (94%)
Reported Crashes	4 (100%)	2 (100%)	9 (100%)	18 (100%)	97 (100%)	130 (100%)
Severity Share of Reported Crashes	3%	2%	7%	14%	75%	100%

Source: SWITRS, TIMS, Kittelson, 2021.

California's Strategic Highway Safety Plan (SHSP) includes 16 challenge areas to focus statewide resources and efforts. Three such challenge areas were crashes involving pedestrians, bicyclists, and motorcyclists. The SHSP analyzed the share of fatal and severe injury crashes involving each of these road users. Figure 42 compares crash trends in the City of Firebaugh to the statewide trends reported in the SHSP.

- City of Firebaugh has one reported bicycle crash reported as a "complaint of pain" and no reported motorcycle crashes.
- Pedestrian crashes represent three of six fatal/severe injury crashes (50 percent) in Firebaugh, a higher share than the statewide average reflected in the SHSP.

Figure 42: Fatal and Severe Injury Crash Shares by Road User Compared to Statewide Trends

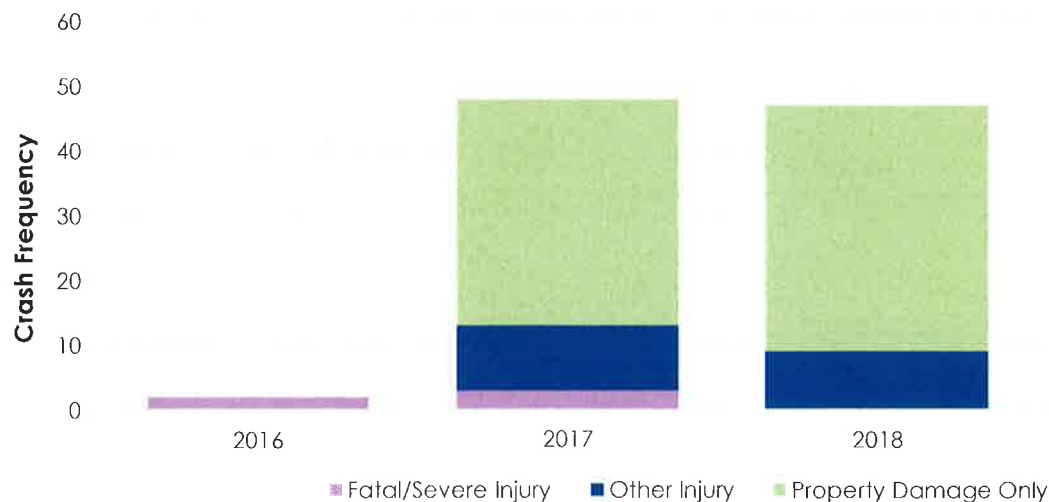


Source: SHSP, SWITRS, TIMS, Kittelson, 2021.

YEAR, MONTH, AND WEATHER

Figure 43 shows year-over-year trends in the data by severity. There are no reported crashes in the data for the year 2015 and two fatal/severe crashes reported for the year of 2016. From the years 2017 to 2019 the average annual number is 26 crashes a year. There appears to be a downward trend in reported crashes between 2017 and 2019. A lack of reporting could contribute to the absence of crashes for analysis in 2015 and the count observed in 2016 (as well the totals in the other years shown).

Figure 43: Year-over-Year Trends in Crash Data by Severity



Source: SWITRS, TIMS, Kittelson, 2021.

Note: "Other injury" includes "Other visible injury" and "Complaint of pain" crashes.



Figure 44 presents the total crashes by month and severity for the crash database. On average, 12 crashes occurred per month. Fluctuations from a single month to the next tend to represent the degree of randomness in crash occurrence and are not necessarily indicative of an overall trend. The number of crashes in September, October, and November each exceed the monthly average.

Figure 44: Crashes by Month and Severity



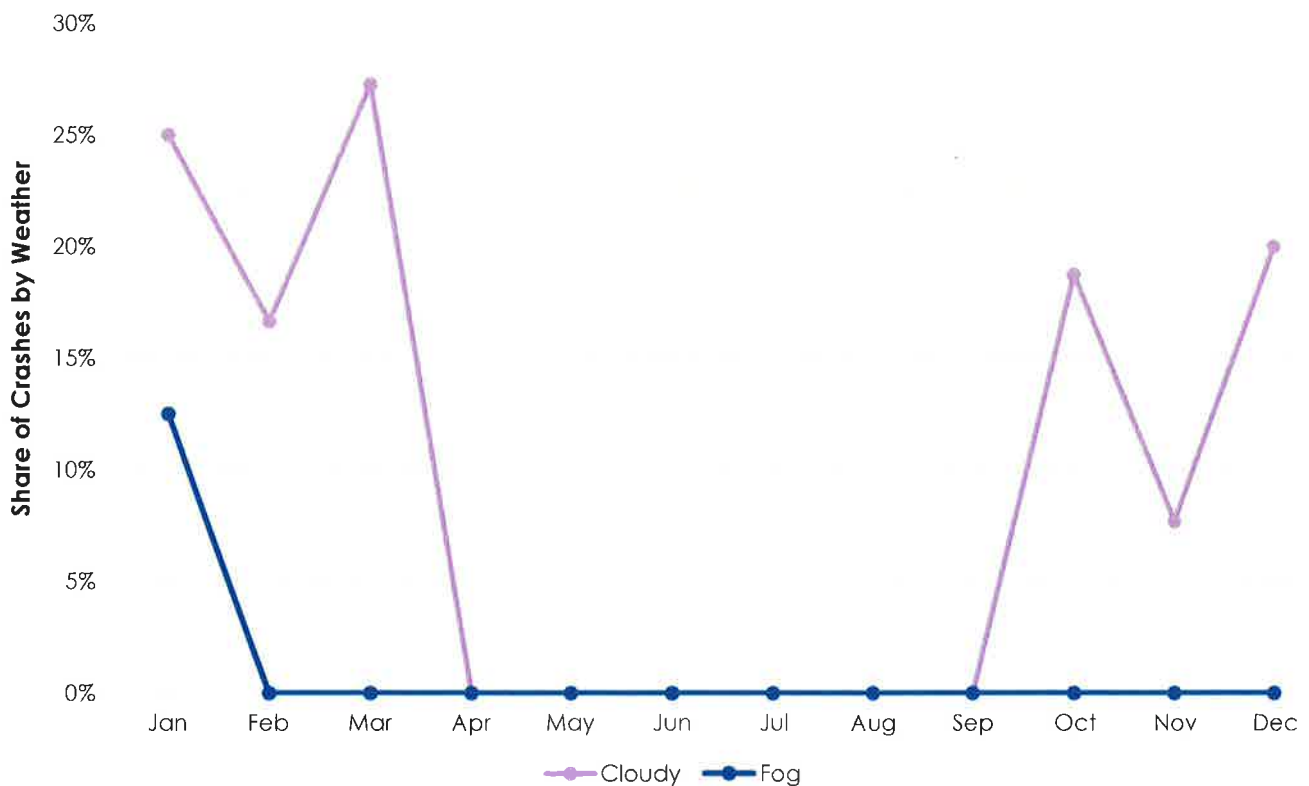
Source: SWITRS, TIMS, Kittelson, 2021

Note: "Other injury" includes "Other visible injury" and "Complaint of pain" crashes. "PDO" = property damage only.

Figure 45 illustrates crashes by month and weather conditions. The most common weather condition, clear weather, is not shown in the chart below to highlight weather's factor on crash trends.

- One crash was recorded to have occurred in foggy conditions, in January.
- Crashes occurring in cloudy conditions peak between October and March (peaking at three crashes, or 27 percent of crashes in March) and are lowest during the months of April to September.
- No reported crashes occurred during rainy conditions.

Figure 45: Crashes by Month and Weather Condition



Source: SWITRS, TIMS, Kittelson, 2021

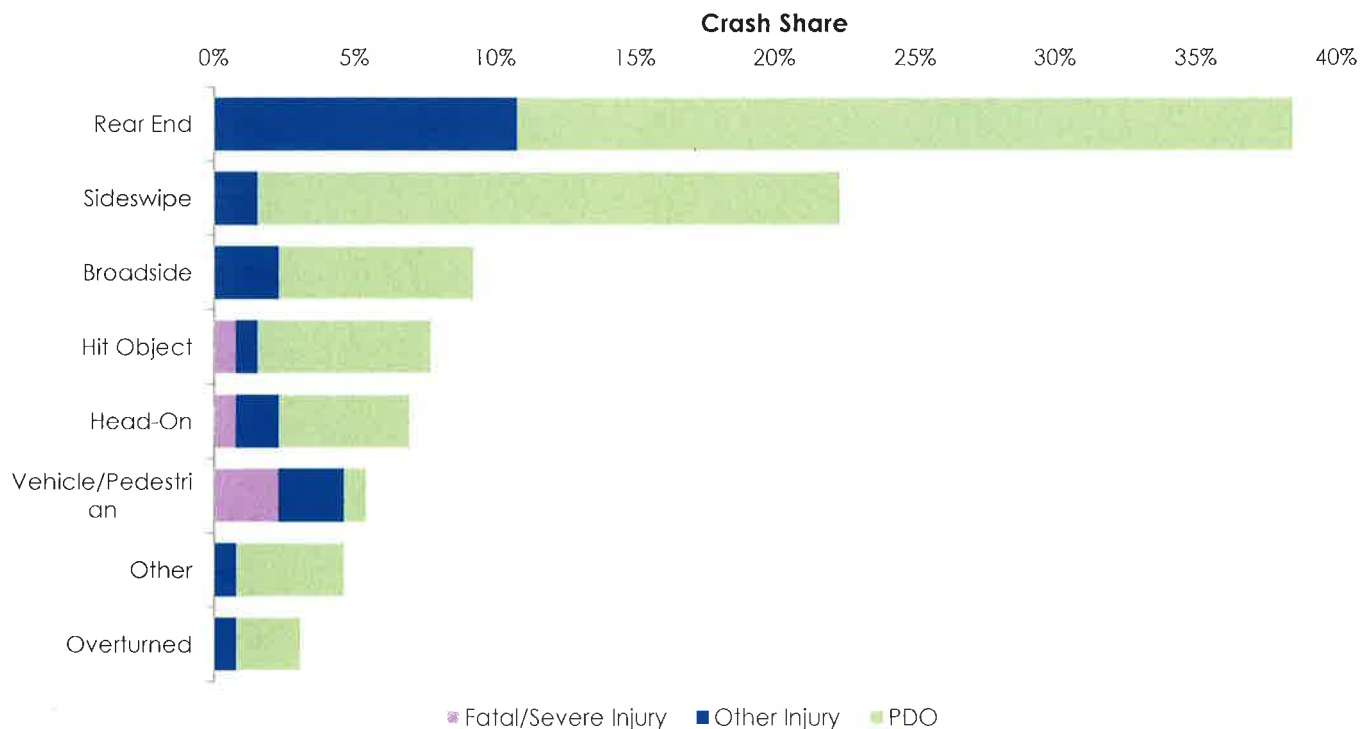
Note: Only select conditions shown to improve legibility for less frequent weather conditions.

COLLISION TYPE

Reported collision type gives an indication of the movements most frequently involved in crashes and in severe outcomes. Figure 46 presents crashes by type and severity.

- Among total reported crashes, the top three most frequent collision types are **rear end** (38 percent), **sideswipe** (22 percent), and **broadside** (9 percent). These three collision types account for 69 percent of reported crashes in the City.
- Among fatal and severe injury crashes, three are **vehicle/pedestrian** crashes (three of six for 50 percent).²² Among the remaining three, one each was **head on**, **hit object**, and not stated.

Figure 46: Crashes by Collision Type and Severity



Source: SWITRS, TIMS, Kittelson, 2021.

Note: "Other injury" includes "Other visible injury" and "Complaint of pain" crashes. "PDO" = property damage only.

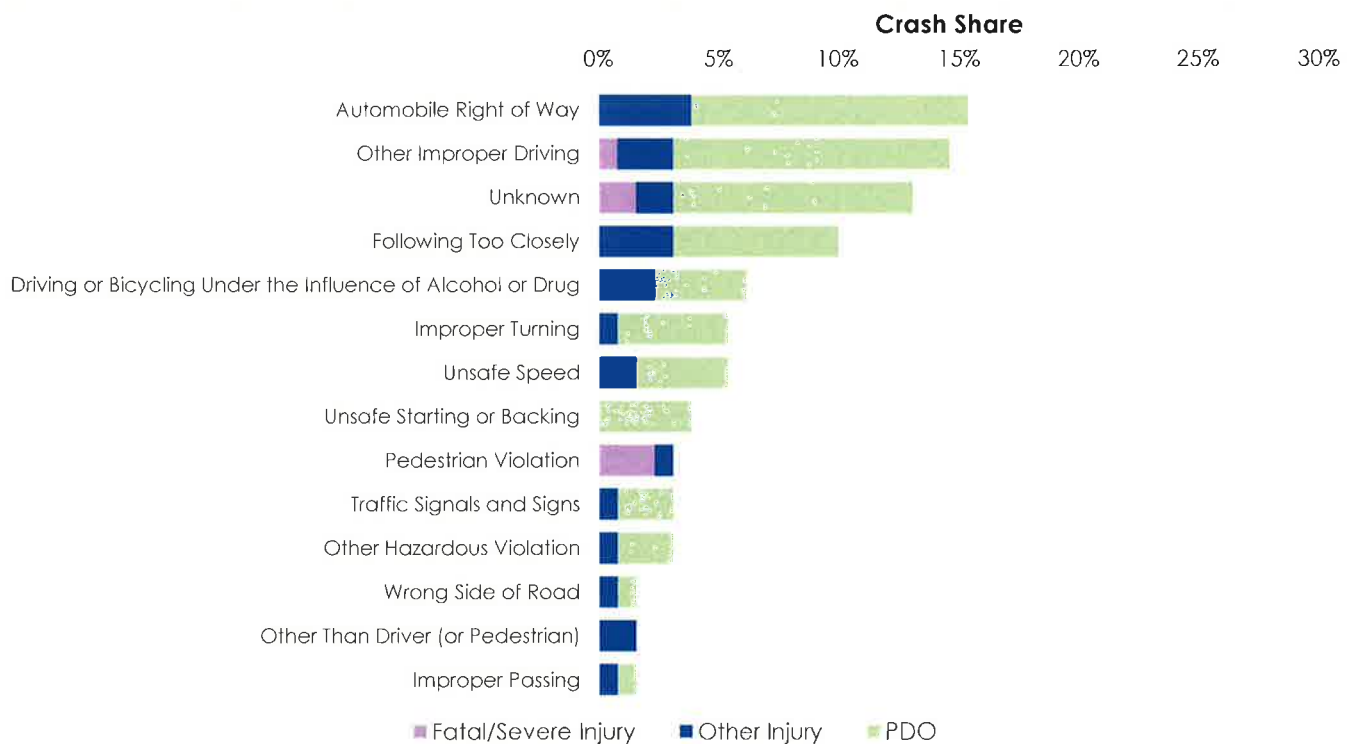
²² Two crashes involving pedestrians were originally coded in the data as *head on* crashes. Kittelson recoded the collision type for these two to *vehicle/pedestrian*, given that the other information available in the data indicated each collision involved one motor vehicle and one pedestrian.

PRIMARY COLLISION FACTOR

Reporting officers identify a primary collision factor (PCF) for each collision. It is up to the officer's judgement and information available at the scene for them to select the factor that is most relevant. Officers select one from among a list of PCFs based on California Vehicle Code (CVC) and road user behavior. Figure 47 presents the most frequently cited PCFs.

- Among total reported crashes, the three most frequently reported PCFs are **automobile right of way**²³ (15 percent), **other improper driving**¹⁸²⁴ (15 percent), and unknown/not reported (13 percent). These three account for 43 percent of reported crashes.
- Among the six reported fatal/severe injury crashes, three of the crashes had reported PCFs of **pedestrian violation**²⁵ (three of six for 50 percent). Two crashes had unknown or unreported PCFs, and the remaining one had a PCF of **other improper driving**²⁴.

Figure 47: Collision by Reported PCF and Severity



Source: SWITRS, TIMS, Kittelson, 2021.

Note: "Other injury" includes "Other visible injury" and "Complaint of pain" crashes. "PDO" = property damage only.

²³ Reported PCF based on CVC violation indicating a driver turning failed to yield right-of-way to oncoming traffic.

²⁴ Reported PCF based on CVC violation indicating driving from a direct course without reasonable safety or not signaling appropriately.

²⁵ Reported PCF based on CVC violation indicating a pedestrian failure to yield the right of way to other vehicles.

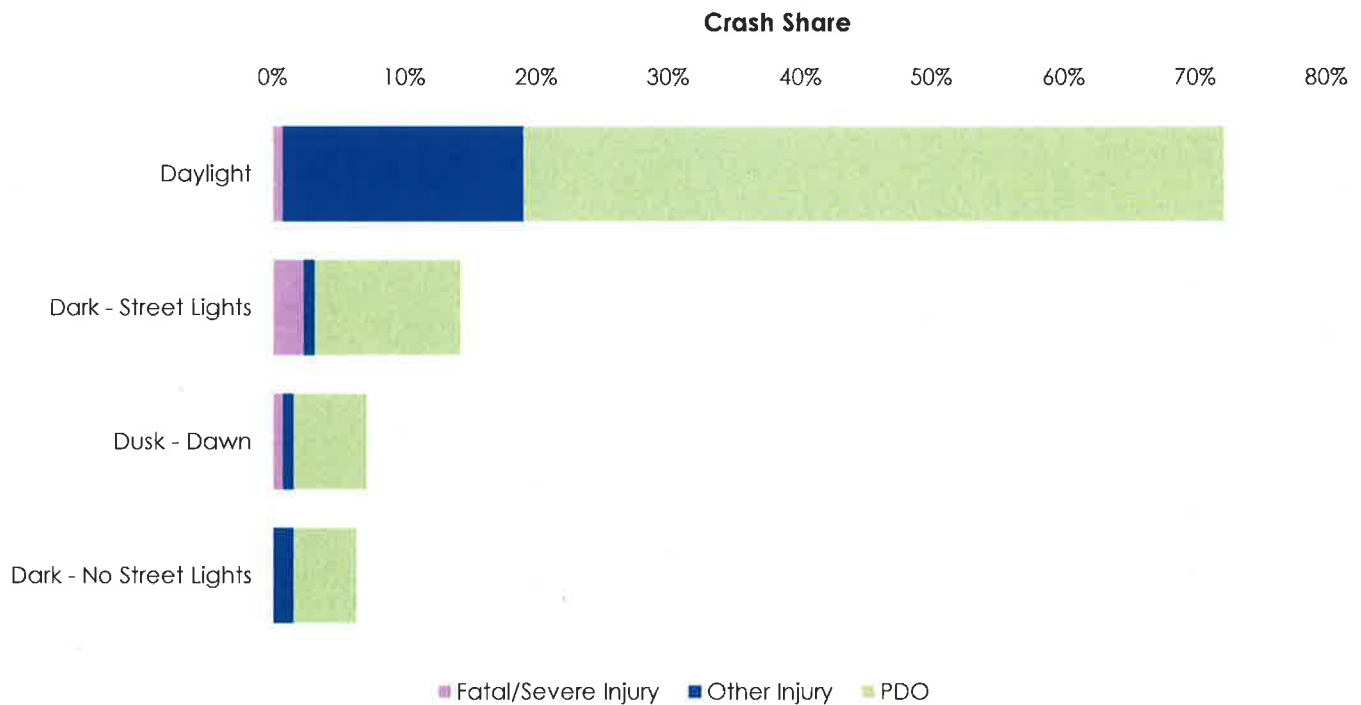


LIGHTING

Figure 48 shows citywide crashes by reported lighting condition and severity.

- Crashes that occurred in daylight conditions make up 72 percent of total reported crashes and account for one of the five fatal/severe injury crashes.
- The remaining four fatal/severe injury crashes occurred in the dark with streetlights (three crashes) and in dusk/dawn conditions (one crash).

Figure 48: Crashes by Lighting and Severity



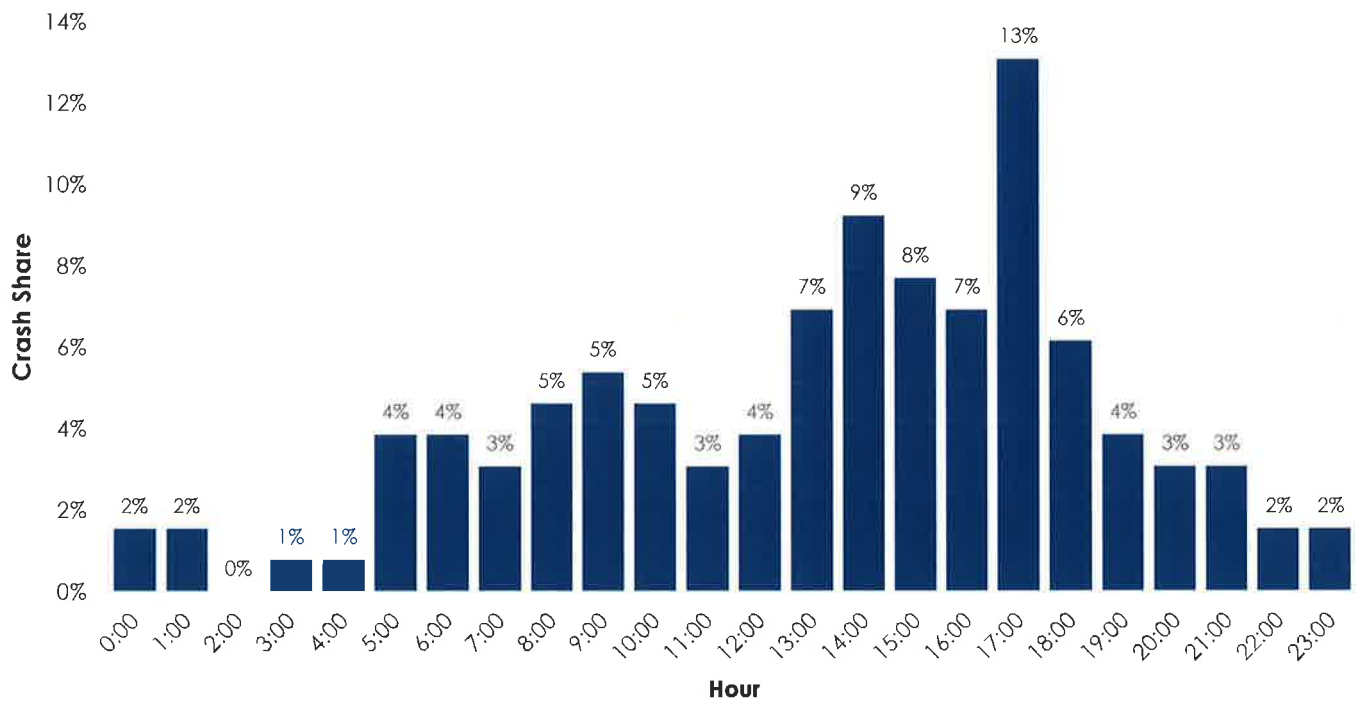
Source: SWITRS, TIMS, Kittelson, 2021

Note: "Other injury" includes "Other visible injury" and "Complaint of pain" crashes. "PDO" = property damage only.

TIME OF DAY

Figure 49 shows crashes by time of day. A higher share of crashes occurred during the afternoon with the highest portion occurring in the 5 PM to 6 PM hour.

Figure 49: Crash Share by Time of Day



Source: SWITRS, TIMS, Kittelson, 2021.

Pedestrians

This section focuses exclusively on crashes involving pedestrians. Table 21 shows the distribution of pedestrian crashes by severity. Of the seven reported pedestrian crashes, 43 percent were fatal or resulted in a severe injury. Reported pedestrian crashes make up 50 percent of all reported fatal/severe crashes, compared to 5 percent of total reported crashes.

Table 21: Pedestrian Involved Crashes by Severity

	Fatal (% of Total)	Severe Injury (% of Total)	Visible Injury (% of Total)	Complaint of Pain (% of Total)	Property Damage Only (% of Total)	Total
Pedestrian Involved	3 (43%)	0 (0%)	1 (14%)	2 (29%)	1 (14%)	7 (100%)

Source: SWITRS, TIMS, Kittelson, 2021.

SEVERITY AND MONTH

The reported pedestrian crashes were generally dispersed throughout the 12 months. October recorded the most reported pedestrian crashes, with three crashes.

- **January** had one fatal pedestrian crash.
- **March** had one injury pedestrian crash.
- **May** had one property damage only pedestrian crash.
- **September** had one injury pedestrian crash.
- **October** had a total of three pedestrian crashes: two fatal and one injury.

PEDESTRIAN ACTION AND LOCATION

For pedestrian crashes, data are coded according to the reporting officer's judgment about the pedestrian's action and location preceding the crash.

- Two fatal crashes occurred as pedestrians were "crossing not in crosswalk."
- One fatal crash, one injury crash, and one PDO crash occurred with the pedestrian action "crossing in crosswalk at intersection" reported.
- The pedestrian action "in road, including shoulder" was reported in two injury crashes.

LIGHTING

Two fatal crashes occurred in the dark with streetlights and one fatal crash occurred during dusk – dawn. One injury crash occurred in the dark with no streetlights. The remaining two injury crashes and PDO crash occurred during daylight.

Bicyclists

One bicycle crash, resulting in injury, was reported between 2015 and 2019. The crash was reported as a **vehicle/pedestrian** collision with a primary contributing factor of **other than driver (or pedestrian)**, with the bicyclist coded as at fault.²⁶ The crash was reported to have occurred in dusk conditions around 5 PM.

Priority Locations

Kittelson identified priority intersections and segments in Firebaugh using the annualized crash severity scores and excess predicted crashes described in the Data Summary and Analysis Approach sections (see the Introduction).

For intersection locations, the crash severity scores ranged from zero (no reported crashes during the five years) to 43.12. Figure 50 shows the results of the crash severity scoring. Figure 51 shows excess predicted crash scores by percentiles for intersection locations. For the half-mile roadway segments, the crash severity scores ranged from zero to 33.13. Crash severity score results for roadway segments are shown in Figure 52. Excess predicted crash score results are shown in Figure 53. Intersections or segments shown as not falling within one of the percentile breaks indicates there were no reported crashes at that location.

Table 22 presents the top twenty locations with the highest crash severity scores.

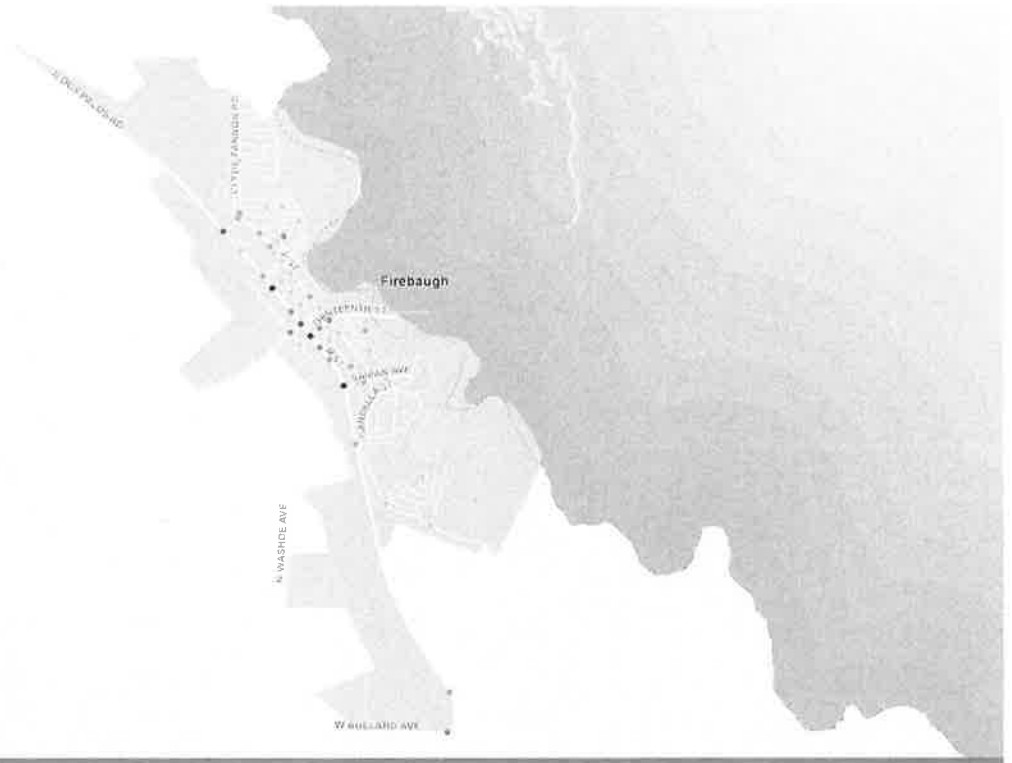
Table 22. Top 20 Locations based on Crash Severity Score

#	Location	Type	Crash Severity Score	Total Number of Crashes	Severity				
					Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO
1	N ST & SAIPAN AVE	Unsignalized	43.12	7	1	0	2	0	4
2	N ST & NINTH ST	Unsignalized	38.25	2	0	1	0	0	1
3	THIRTEENTH ST FROM P ST TO CITY LIMITS	Segment	33.13	2	1	0	0	0	1
4	N ST FROM SEIERRA AVE TO NORTH OF SIERRA AVE	Segment	33.13	2	0	1	0	0	1
5	THIRTEENTH ST & N ST	Signal	28.16	7	1	0	0	3	3
6	TWELFTH ST & N ST	Signal	25.71	10	1	0	0	0	9
7	N ST & CLYDE FANNON RD	Unsignalized	5.47	7	0	0	0	4	3
8	N ST & ELEVENTH ST	Unsignalized	4.36	7	0	0	1	1	5
9	TWELFTH ST & M ST	Unsignalized	2.74	4	0	0	1	0	3

²⁶ Other information available about this collision does not indicate that a pedestrian was involved. The reporting officer may have been imprecise in coding the collision type or an error may have been made in entering data from the collision report into the database.

#	Location	Type	Crash Severity Score	Total Number of Crashes	Severity				
					Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO
10	N STREET FROM CLYDE FANNON RD TO CORDEL AVE	Segment	2.54	3	0	0	1	0	2
11	CLINE ST & R ST	Unsignalized	2.43	2	0	0	0	2	0
12	THIRTEENTH ST & P ST	Unsignalized	2.42	7	0	0	0	1	6
13	SAN DIEGO AVE & BULLARD AVE	Unsignalized	2.34	2	0	0	1	0	1
14	N ST & FOURTEENTH ST	Unsignalized	2.34	2	0	0	1	0	1
15	WASHOE AVE FROM NORTH OF BULLARD AVE TO SOUTH OF NEES AVE	Segment	2.34	2	0	0	1	0	1
16	N ST FROM MORRIS KYLE DR TO CITY LIMITS (SOUTH)	Segment	2.34	2	0	0	1	0	1
17	THIRTEENTH ST & O ST	Unsignalized	2.22	6	0	0	0	1	5
18	O ST & SIXTEENTH ST	Unsignalized	2.14	1	0	0	1	0	0
19	DOS PALOS RD & SIERRA AVE	Unsignalized	1.62	3	0	0	0	1	2
20	REV KANTOR ST FROM CLYDE FANNON RD TO ZOZAYA ST	Segment	1.62	3	0	0	0	1	2

Note: PDO = Property Damage Only



Crash Severity Score

- 75-90th Percentile
- 95-100th Percentile
- 50-75th Percentile
- 90-95th Percentile
- 0-50th Percentile

City Limits

County Boundary

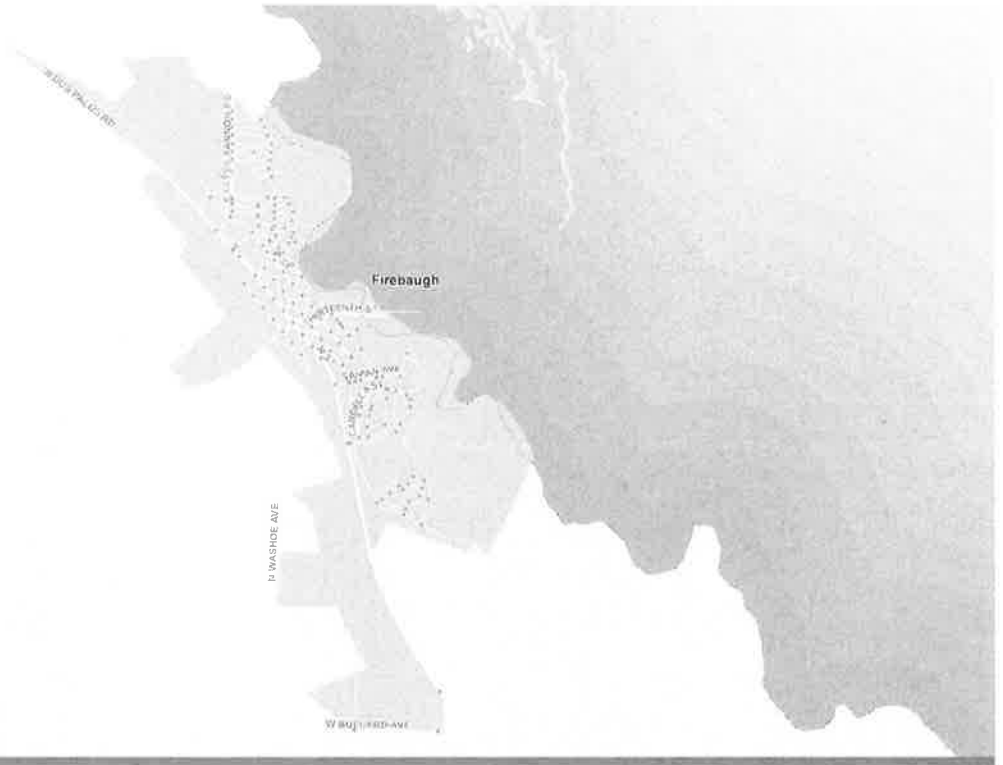


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**Intersection Crash Severity Scores
Jurisdiction Results: Firebaugh
Fresno Council of Governments**



W NEES AVE



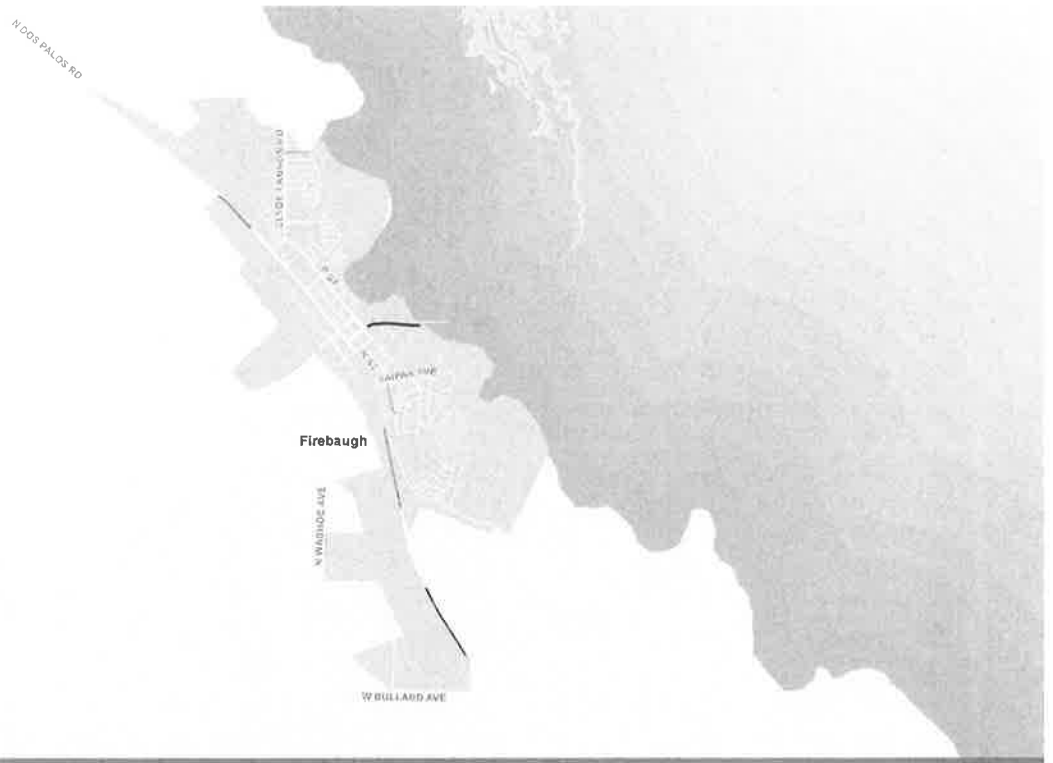
- Excess Expected Frequency**
- 95-100th Percentile
 - 90-95th Percentile
 - 75-90th Percentile
 - 50-75th Percentile
 - 0-50th Percentile
- City Limits
County Boundary

0 0.45 Miles

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**Excess Predicted Average Crash Frequency Using Method of Moments
Jurisdiction Results: Firebaugh
Fresno Council of Governments**

Figure 51

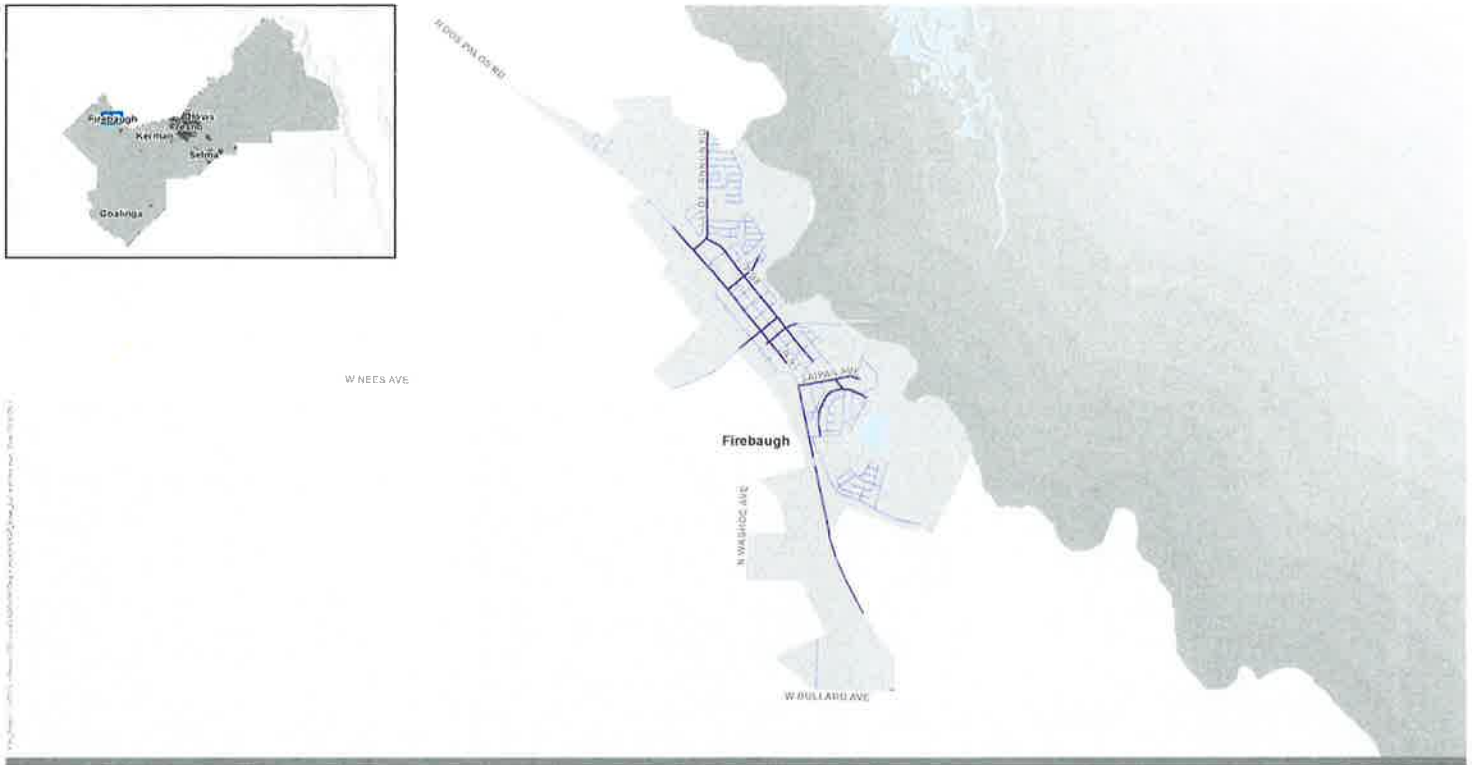


Map prepared by Kittelson & Associates, Inc. for the Fresno Council of Governments. Date: 10/10/10

Crash Severity Scores — 75-90th Percentile — City Limits
 — 95-100th Percentile — 50-75th Percentile — County Boundary
 — 90-95th Percentile — 0-50th Percentile



Figure S2
**Roadway Crash Severity Scores
 Jurisdiction Results: Firebaugh
 Fresno Council of Governments**



Excess Expected Frequency

95-100th Percentile	75-90th Percentile	City Limits
90-95th Percentile	50-75th Percentile	County Boundary
	0-50th Percentile	



Figure 53

**Roadway Excess Predicted Average Crash Frequency Using Method of Moments
Jurisdiction Results: Firebaugh
Fresno Council of Governments**

EMPHASIS AREAS

Based on key trends in the crash data, emphasis areas for the City of Firebaugh include pedestrian crashes, head on crashes, and hit object crashes. The primary collision factors of automobile right of way and other improper driving are the most commonly cited overall and among fatal and severe injury crashes. Therefore, strategies aimed at encouraging safe driver behaviors is included as an emphasis area. In addition, the data review suggests that the crash data available for the City may be incomplete, which limits the ability to systematically identify locations for improvement. Each of these areas is further discussed below.

Pedestrian Crashes

Pedestrian crashes were identified as a focus area given the overrepresentation of pedestrians in fatal crashes. Half of the six fatal crashes involve a pedestrian, two of which were reported to occur when a pedestrian was "crossing not in a crosswalk" and one of which occurred when a pedestrian was reported as "crossing in crosswalk at intersection." This suggests opportunities for improvements to pedestrian infrastructure.

Pedestrians are identified as one of the six high priority challenge areas in the California SHSP. The high priority areas represent "the greatest opportunity to reduce fatalities and serious injuries across the state" (Caltrans SHSP).

Head on Crashes

Head on crashes were selected as an emphasis area as one of the two severe injury crashes and two of the 27 other injury crashes were classified as a head on crashes. As discussed below under Engineering Strategies, countermeasures are available targeted at head on crashes.

The California SHSP includes lane departures as one of the six high priorities in California. As indicated in the Caltrans SHSP, "the Lane Departures Challenge Area includes head-on, hit object, and overturned crashes. This includes instances where a vehicle runs off the road or crosses into the opposing lane prior to the crash." These crashes are a high priority due to their severity level.

Hit Object Crashes

Hit object crashes were selected as an emphasis area due to the severity of the crashes. One of the ten hit object crashes resulted in a fatality and one in other injury. A variety of roadway countermeasures are available targeted at and reducing hit object crashes. As discussed below under Engineering Strategies, countermeasures are available targeted at hit object crashes.

As indicated under head on crashes discussion, the California SHSP includes lane departures – which includes hit object crashes – as one of the six high priorities in California.

Driver Behaviors

The primary collision factors of automobile right of way and other improper driving were cited in one of the two severe crashes and seven of the 27 other injury crashes. These primary collision factors reference a CVC violation where a driver turning failed to yield right-of-way to oncoming traffic or drove from a straight course without reasonable safety or signaling property. The majority of crashes with these PCFs were classified as rear end or sideswipe. A combination of engineering, education and enforcement strategies aimed at encouraging safe driver behaviors can be utilized. Each of these areas is further discussed below.

Improved Data Collection

Improved crash data collection is identified as an emphasis area as a lack of reporting could contribute to the absence of crashes for analysis in 2015 and potentially missing data for 2016 through 2019. High quality data is an essential component of achieving Firebaugh's goals, namely being able to systematically implement safety countermeasures.

STRATEGIES

The following subsections present engineering, education, emergency services, and enforcement strategies to help improve roadway safety within the City of Firebaugh.



Engineering Strategies

The three fatal and severe injury collision types reported in Firebaugh were **vehicle-pedestrian**, **head on**, and **hit object** crashes. The fatal and severe injury primary collision factors reported were **pedestrian violation** and **other improper driving**, and **automobile right of way** was the most frequently reported primary collision factor. High priority countermeasures to address these collision types and primary collision factors are shown in Table 23.

Table 23. High Priority Countermeasures

	Countermeasure Name	ID	Crashes Addressed
Roadway Countermeasures	Street Lighting	R1	Crashes at night
	Remove or Relocate Fixed Objects Outside of Clear Recovery Zone	R2	Hit object
	Install Guardrails	R4	Hit object
	Road Diet	R14	Hit object
	Widen Shoulder	R15	Hit object
	Install/Upgrade Signs with New Fluorescent Sheeting	R22	Hit object
	Install Dynamic/Variable Speed Warning Signs	R26	Hit object
	Install Edgelines and Centerlines	R28	Hit object
	Install Centerline Rumble Strips/Stripes	R30	Head on
	Install Edgeline Rumble Strips/Stripes	R31	Hit object
Intersection Countermeasures	Install Dynamic Regulatory Speed Warning Signs	n/a	Hit object
	Add Intersection Lighting at Intersections	S1/NS1	Crashes at night
	No Right-Turn on Red	n/a	Vehicle-pedestrian, pedestrian violation
	Convert Intersection to Roundabout	NS4/NS5	All
Pedestrian/Bicycle Countermeasures	Install Sidewalk/Pathway	R34PB	Pedestrian violation
	Install/Upgrade Pedestrian Crossing with Enhanced Features	R35PB	Vehicle-pedestrian, pedestrian violation
	Install Raised Medians (or Refuge Islands)	NS19PB	Vehicle-pedestrian, pedestrian violation
	Install/Upgrade Pedestrian Crossing at Uncontrolled Locations (with Enhanced Safety Features)	NS21PB	Vehicle-pedestrian

Note: The ID number references the Caltrans Manual Local Road Safety

Appendix B contains the regional Countermeasures Toolbox which includes more detailed information regarding the countermeasures listed above.



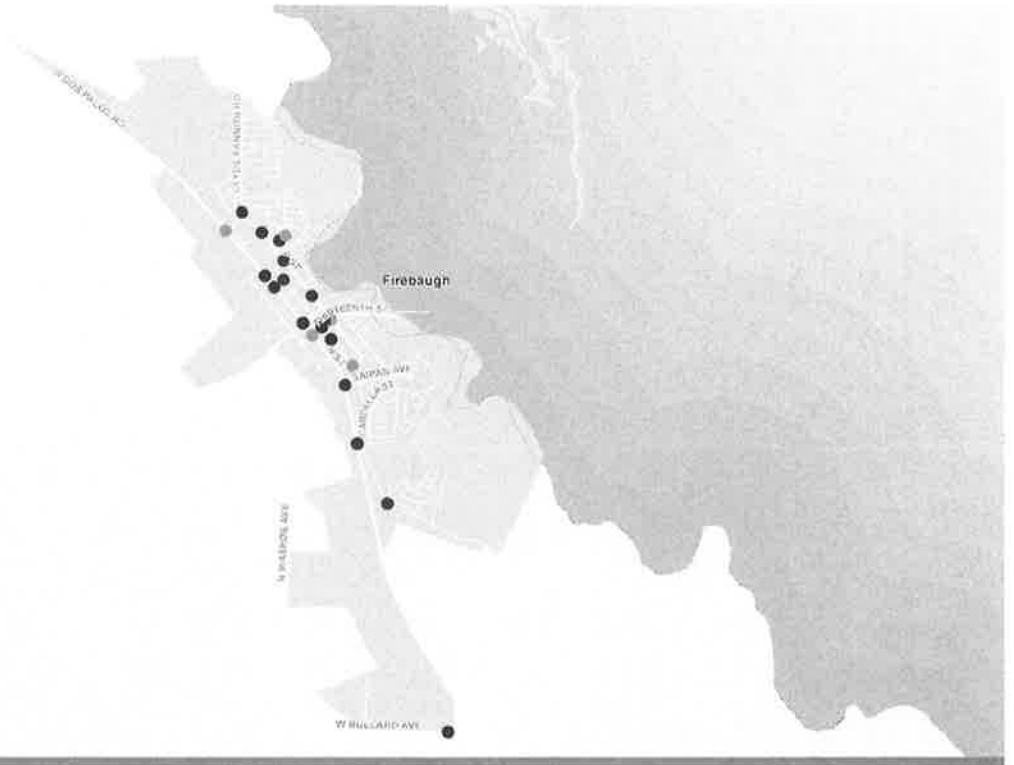
The following figures and tables provide data on collision types and factors for the intersections and roadways with the highest crash scores. The locations with the highest crash scores may be top priorities for implementing countermeasures and pursuing grants. Firebaugh can use the information about collision type and factors to identify potential countermeasures to apply, using the information in Table 23.

Figure 54 and Figure 55 present the top priority intersections and breakdown of the top collision types and primary collision factors, respectively. Figure 56 and Figure 57 present the top priority roadways and breakdown of the top collision types and primary collision factors, respectively.



W NEES AVE

W NEES AVE



Collision Type

- Vehicle-Pedestrian
- Head On
- Hit Object
- City Limits
- County Boundary

0 0.45 Miles

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Figure 54
Top Fatal/Severe Injury Intersection Collision Types
Jurisdiction Results: Firebaugh
Fresno Council of Governments



Map data © OpenStreetMap contributors, Imagery © Mapbox

W REES AVE



- Collision Type**
- Head On
 - Hit Object
 - Priority Roadways
 - City Limits
 - County Boundary

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**Top Fatal/Severe Injury Roadway Collision Types
Jurisdiction Results: Firebaugh
Fresno Council of Governments**

Figure 56

Table 24 and Table 25 provide information for the top 46 intersection locations (based on crash severity score), including control type (signalized or unsignalized), crash severity score, and total number of crashes by collision type or primary collision factor.

Table 24. Priority Intersections with Collision Type based on Top 3 Fatal/Severe Injury Collision Types

#	Location	Control Type	Crash Severity Score	Total Number of Crashes	Collision Type			
					Vehicle/ Ped	Head On	Hit Object	Other
1	N ST & SAIPAN AVE	Unsignalized	43.12	7	0	2	0	5
2	N ST & NINTH ST	Unsignalized	38.25	2	0	1	0	1
3	THIRTEENTH ST & N ST	Signal	28.16	7	1	0	0	6
4	TWELFTH ST & N ST	Signal	25.71	10	0	1	0	9
5	N ST & CLYDE FANNON RD	Unsignalized	5.47	7	1	0	0	6
6	N ST & ELEVENTH ST	Unsignalized	4.36	7	0	0	0	7
7	TWELFTH ST & M ST	Unsignalized	2.74	4	0	0	0	4
8	CLINE ST & R ST	Unsignalized	2.43	2	1	0	0	1
9	THIRTEENTH ST & P ST	Unsignalized	2.42	7	1	0	1	5
10	SAN DIEGO AVE & BULLARD AVE	Unsignalized	2.34	2	0	0	2	0
11	N ST & FOURTEENTH ST	Unsignalized	2.34	2	0	0	0	2
12	THIRTEENTH ST & O ST	Unsignalized	2.22	6	0	1	0	5
13	O ST & SIXTEENTH ST	Unsignalized	2.14	1	1	0	0	0
14	DOS PALOS RD & SIERRA AVE	Unsignalized	1.62	3	0	0	0	3
15	FIFTEENTH ST & R ST	Unsignalized	1.22	1	0	0	0	1
16	P ST & CLINE ST	Unsignalized	1.22	1	0	0	0	1
17	CLYDE FANNON RD & MENDOZA DR	Unsignalized	1.22	1	0	1	0	0
18	ELEVENTH ST & P ST	Unsignalized	0.60	3	0	0	1	2
19	N ST & EIGHTH ST	Unsignalized	0.60	3	0	0	1	2
20	SAIPAN AVE & O ST	Unsignalized	0.40	2	0	0	0	2
21	N ST & FIFTEENTH ST	Unsignalized	0.40	2	0	0	0	2
22	YIP ST & P ST	Unsignalized	0.40	2	0	1	0	1
23	CLYDE FANNON RD & P ST	Unsignalized	0.40	2	0	0	0	2
24	N ST & MORRIS KYLE DR	Unsignalized	0.40	2	0	1	0	1
25	ALDER WAY & OAK ST	Unsignalized	0.20	1	0	0	0	1
26	HELM CANAL RD & BIRCH DR	Unsignalized	0.20	1	0	0	0	1
27	HELM CANAL RD & POPLAR WAY	Unsignalized	0.20	1	0	0	1	0
28	SAIPAN AVE & CORREGIDOR AVE	Unsignalized	0.20	1	0	0	0	1
29	SAIPAN AVE & GREENACRE ST	Unsignalized	0.20	1	0	0	0	1
30	SIXTEENTH ST & Q ST	Unsignalized	0.20	1	0	0	0	1
31	THIRTEENTH ST & M ST	Unsignalized	0.20	1	0	0	0	1



#	Location	Control Type	Crash Severity Score	Total Number of Crashes	Collision Type			
					Vehicle/Ped	Head On	Hit Object	Other
32	FOURTEENTH ST & O ST	Unsignalized	0.20	1	0	1	0	0
33	FOURTEENTH ST & P ST	Unsignalized	0.20	1	0	0	0	1
34	TWELFTH ST & P ST	Unsignalized	0.20	1	0	0	0	1
35	ELEVENTH ST & O ST	Unsignalized	0.20	1	0	0	0	1
36	TENTH ST & O ST	Unsignalized	0.20	1	0	0	0	1
37	NINTH ST & O ST	Unsignalized	0.20	1	0	0	1	0
38	NINTH ST & P ST	Unsignalized	0.20	1	0	0	0	1
39	EIGHTH ST & P ST	Unsignalized	0.20	1	0	0	1	0
40	SEVENTH ST & P ST	Unsignalized	0.20	1	0	0	0	1
41	N ST & YIP ST	Unsignalized	0.20	1	0	0	0	1
42	CLINE ST & Q ST	Unsignalized	0.20	1	0	1	0	0
43	CLINE ST & T ST	Unsignalized	0.20	1	0	0	0	1
44	ZOZAYA ST & ALLARDT DR	Unsignalized	0.20	1	0	0	0	1
45	ALLARDT DR & MENDOZA DR	Unsignalized	0.20	1	0	0	0	1
46	CLYDE FANNON RD & BORBOA LN	Unsignalized	0.20	1	0	0	0	1

Note: Other crashes include all crashes that are not coded as one of the top three collision types

Table 25. Priority Intersections with Primary Collision Factor based on Top 3 Fatal/Severe Injury Primary Collision Factors

#	Location	Type	Crash Severity Score	Total Number of Crashes	Primary Collision Factor			
					Pedestrian Violation	Auto ROW	Other Improper Driving	Other
1	N ST & SAIPAN AVE	Unsignalized	43.12	7	1	0	1	5
2	N ST & NINTH ST	Unsignalized	38.25	2	0	1	0	2
3	THIRTEENTH ST & N ST	Signal	28.16	7	1	0	1	5
4	TWELFTH ST & N ST	Signal	25.71	10	1	2	3	6
5	N ST & CLYDE FANNON RD	Unsignalized	5.47	7	0	4	0	7
6	N ST & ELEVENTH ST	Unsignalized	4.36	7	0	4	0	7
7	TWELFTH ST & M ST	Unsignalized	2.74	4	0	0	1	3
8	CLINE ST & R ST	Unsignalized	2.43	2	0	0	0	2
9	THIRTEENTH ST & P ST	Unsignalized	2.42	7	0	1	3	4
10	SAN DIEGO AVE & BULLARD AVE	Unsignalized	2.34	2	0	0	0	2
11	N ST & FOURTEENTH ST	Unsignalized	2.34	2	0	0	0	2
12	THIRTEENTH ST & O ST	Unsignalized	2.22	6	0	2	2	4
13	O ST & SIXTEENTH ST	Unsignalized	2.14	1	1	0	0	0
14	DOS PALOS RD & SIERRA AVE	Unsignalized	1.62	3	0	0	0	3
15	FIFTEENTH ST & R ST	Unsignalized	1.22	1	0	0	0	1
16	P ST & CLINE ST	Unsignalized	1.22	1	0	0	0	1



#	Location	Type	Crash Severity Score	Total Number of Crashes	Primary Collision Factor			
					Pedestrian Violation	Auto ROW	Other Improper Driving	Other
17	CLYDE FANNON RD & MENDOZA DR	Unsignalized	1.22	1	0	0	1	0
18	ELEVENTH ST & P ST	Unsignalized	0.60	3	0	0	1	2
19	N ST & EIGHTH ST	Unsignalized	0.60	3	0	1	1	2
20	SAIPAN AVE & O ST	Unsignalized	0.40	2	0	0	0	2
21	N ST & FIFTEENTH ST	Unsignalized	0.40	2	0	0	0	2
22	YIP ST & P ST	Unsignalized	0.40	2	0	0	0	2
23	CLYDE FANNON RD & P ST	Unsignalized	0.40	2	0	0	0	2
24	N ST & MORRIS KYLE DR	Unsignalized	0.40	2	0	1	0	2
25	ALDER WAY & OAK ST	Unsignalized	0.20	1	0	0	0	1
26	HELM CANAL RD & BIRCH DR	Unsignalized	0.20	1	0	0	0	1
27	HELM CANAL RD & POPLAR WAY	Unsignalized	0.20	1	0	0	0	1
28	SAIPAN AVE & CORREGIDOR AVE	Unsignalized	0.20	1	0	0	1	0
29	SAIPAN AVE & GREENACRE ST	Unsignalized	0.20	1	0	0	0	1
30	SIXTEENTH ST & Q ST	Unsignalized	0.20	1	0	1	0	1
31	THIRTEENTH ST & M ST	Unsignalized	0.20	1	0	0	0	1
32	FOURTEENTH ST & O ST	Unsignalized	0.20	1	0	0	0	1
33	FOURTEENTH ST & P ST	Unsignalized	0.20	1	0	0	1	0
34	TWELFTH ST & P ST	Unsignalized	0.20	1	0	0	0	1
35	ELEVENTH ST & O ST	Unsignalized	0.20	1	0	0	0	1
36	TENTH ST & O ST	Unsignalized	0.20	1	0	0	0	1
37	NINTH ST & O ST	Unsignalized	0.20	1	0	0	0	1
38	NINTH ST & P ST	Unsignalized	0.20	1	0	0	0	1
39	EIGHTH ST & P ST	Unsignalized	0.20	1	0	0	1	0
40	SEVENTH ST & P ST	Unsignalized	0.20	1	0	0	0	1
41	N ST & YIP ST	Unsignalized	0.20	1	0	0	0	1
42	CLINE ST & Q ST	Unsignalized	0.20	1	0	0	0	1
43	CLINE ST & T ST	Unsignalized	0.20	1	0	0	0	1
44	ZOZAYA ST & ALLARDT DR	Unsignalized	0.20	1	0	0	0	1
45	ALLARDT DR & MENDOZA DR	Unsignalized	0.20	1	0	0	0	1
46	CLYDE FANNON RD & BORBOA LN	Unsignalized	0.20	1	0	1	0	1

Note: Other crashes include all crashes that are not coded as one of the top three primary collision factors

Table 26 and Table 27 provide information for the top ten roadway segments (based on crash severity score), including roadway classification, crash severity score, and total number of crashes by collision type or primary collision factor.

Table 26. Priority Roadways Segments with Collision Type based on Top 3 Fatal/Severe Injury Collision Types

#	Location	Classification	Crash Severity Score	Total Number of Crashes	Collision Type			
					Vehicle/Ped	Head On	Hit Object	Other
1	Thirteenth St (west of Q St to city limits)	Arterial/Collector	33.13	2	0	0	2	0
2	SR 33 (south of N St to Sierra Ave)*	Arterial/Collector	33.13	2	0	0	0	2
3	SR 33 (south of N St to Sierra Ave)*	Arterial/Collector	32.93	1	0	0	0	1
4	SR 33 (south of Cordel Ave to north of Clyde Fannon Rd)*	Arterial/Collector	2.54	3	0	0	0	3
5	SR 33 (Morris Kyle Dr to north of city limits)*	Arterial/Collector	2.34	2	0	1	0	1
6	N Washoe Ave (south of W Nees Ave to north of W Bullard Ave)	Arterial/Collector	2.34	2	0	0	1	1
7	Rev Kantor St (Clyde Fannon Rd to Zozaya St)	Local	1.62	3	0	0	0	3
8	Corregidor Ave (Saipan Ave to Cardella St)	Local	0.40	2	0	0	0	2
9	Mendoza Dr (Clyde Fannon Rd to Menodza Dr)	Local	0.20	1	0	0	0	1
10	Morris Kyle Dr (N St to Landucci Dr)	Local	0.20	1	0	0	0	1

* Roadway segment is an at-grade Caltrans facility.

Note: Other crashes include all crashes that are not coded as one of the top three collision types

Table 27. Priority Roadways Segments with Primary Collision Factors based on Top 3 Fatal/Severe Injury Primary Collision Factors

#	Location	Classification	Crash Severity Score	Total Number of Crashes	Primary Collision Factor			
					Ped Violation	Auto ROW	Other Improper Driving	Other
1	Thirteenth St (west of Q St to city limits)	Arterial/ Collector	33.13	2	0	0	0	2
2	SR 33 (south of N St to Sierra Ave)*	Arterial/ Collector	33.13	2	0	0	1	1
3	SR 33 (south of N St to Sierra Ave)*	Arterial/ Collector	32.93	1	0	0	1	0
4	SR 33 (south of Cordel Ave to north of Clyde Fannon Rd)*	Arterial/ Collector	2.54	3	0	0	0	3
5	SR 33 (Morris Kyle Dr to north of city limits)*	Arterial/ Collector	2.34	2	0	0	0	2
6	N Washoe Ave (south of W Nees Ave to north of W Bullard Ave)	Arterial/ Collector	2.34	2	0	0	0	2
7	Rev Kantor St (Clyde Fannon Rd to Zozaya St)	Local	1.62	3	0	0	0	3
8	Corregidor Ave (Saipan Ave to Cardella St)	Local	0.40	2	0	0	0	2
9	Mendoza Dr (Clyde Fannon Rd to Menodza Dr)	Local	0.20	1	0	0	0	1
10	Morris Kyle Dr (N St to Landucci Dr)	Local	0.20	1	0	0	0	1

* Roadway segment is an at-grade Caltrans facility.

Note: Other crashes include all crashes that are not coded as one of the top three primary collision factors





Education Strategies

Emphasis areas for Firebaugh include pedestrian crashes and driver behaviors, which can serve as focus areas for education strategies. Half the six reported fatal crashes involved pedestrians and the primary collision factors of automobile right of way and other improper driving were cited in one of the two severe crashes and seven of the 27 other injury crashes. These primary collision factors reference a CVC violation where a driver turning failed to yield right-of-way to oncoming traffic or drove from a straight course without reasonable safety or signaling property.

The Safe Roads Save Lives campaign is a marketing effort led by the Fresno COG, with the goals of:

- Educate all road users on safe transportation behaviors
- Increase safety for people walking and biking
- Highlight behaviors that cause the most crashes in Fresno County—speeding and distracted driving



The campaign includes branding, social media strategies, print materials, radio and video resources, school resources, and a campaign website. Firebaugh may find these materials helpful, especially those related to pedestrian safety including speeding and watching out for pedestrians.

The following activities are recommended for Firebaugh as they move forward on implementing the Safe Roads Save Lives campaign:

- Identify staff appropriate to attend a presentation by Fresno COG staff about the Safe Roads Save Lives campaign. Appropriate staff members include staff associated with transportation engineering and planning, communications, traffic enforcement, school transportation, and other jurisdictional staff who work with the roadway system.
- Work with schools to distribute print materials and offer school-related transportation resources. Ensure that school communications are in both English and Spanish.
- Work with public information or communications staff to spread Safe Roads Save Lives materials throughout Firebaugh through the following channels:
 - Repost and link to Fresno COG posts that refer to the Safe Roads Save Lives campaign.
 - Have print materials (flyers, bumper stickers, pins, and postcards) available at events and community festivals.
 - Work with the Fresno COG to identify a radio station to air a Safe Roads Save Lives radio public service announcement (PSA).
 - Have a direct link to Safe Roads Save Lives campaign website on the City's website.



Emergency Services

Emergency service organizations depend on safe roadways and efficient communication processes to reach and effectively respond to emergencies. Each type of emergency services organization that serves Firebaugh – law enforcement, fire, emergency medical services (EMS), California Highway Patrol – work independently and collaboratively to develop procedures that allow them to respond to incidents in their own jurisdictions as well as support others as needed. The following recommendations may help improve emergency services response as the various organizations update procedures and policies and continue to partner on roadway safety efforts:

- All roadway safety projects should be vetted by emergency service organizations to ensure that their design does not hamper access.
- As new emergency service and response procedures are developed, roadway safety improvement opportunities should be identified and implications of changes to response times should be considered.
- Firebaugh staff should participate in periodic coordination calls between emergency response agencies to gather and share recent observations about crashes and hot spots, to understand emergent safety issues that may not have led to policy reports or yet be available through statewide crash reporting systems.



Enforcement

Enforcement strategies can include programs or campaigns specifically focused on changing road user behavior through more visible and active enforcement of existing traffic laws, as well as focusing enforcement in areas that have historically been shown to have higher-than-average crash rates. Typically, the effectiveness of enforcement strategies is temporal, meaning they are effective at changing behavior for a discrete period of time – during and shortly after the increased enforcement activities.

The following enforcement strategies should be considered for Firebaugh:

- Add additional crossing guards at high-concern locations. Train community members if needed.
- Focus speed enforcement efforts at locations with high speed-related crash rates.
- Work with schools to conduct “alternative enforcement,” such as having students write “tickets” that they hand to community members to highlight positive and negative behaviors on the roadways.

The effectiveness of each strategy should be measured and evaluated, considering the number of staff hours and amount of resources needed. The results should be reviewed and used to refine future enforcement activities.

Enforcement strategies should be undertaken with due caution to avoid inequitable enforcement activities and evaluated to determine the strategy's impact. More details about equitable enforcement can be found on page 8 (Introduction).

EVALUATION AND IMPLEMENTATION

A key part of achieving the City's vision is consistently evaluating roadway safety performance and tracking progress towards the City's goals. The City will develop a process to regularly collect data and information around the performance measures that can be used to assess changes city-wide and at the top priority locations.

As feasible, it is recommended that the City of Firebaugh update this LRSP every three to five years using updated crash data and the performance measures. Comparing the performance measures related to investments made with the crash data should provide a clear indication of the impact of the City's and safety partner's efforts. Future LRSPs may provide new emphasis areas and top priority locations that reflect progress made and new priorities based on trends in the data.

Activities for implementing the plan include:

- Identifying countermeasures and strategies for priority locations based on the crash data.
- Utilizing the Fresno COG Regional Safety Plan to implement regional strategies and share best practices.
- Exploring funding opportunities to implement priority strategies.
- Identifying key activities to support the regional Safe Roads Save Lives campaign.
- Identifying enforcement strategies to implement and evaluate.
- Regularly coordinating with safety partner agencies to assess progress, identify opportunities to implement countermeasures and strategies, and identify opportunities for citizen involvement.
- Regularly collecting and organizing data to support evaluation of the LRSP.