

# MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No. 22/12-19

Date/Time: December 19, 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](mailto: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 Meeting

<https://cityoffirebaugh.my.webex.com/cityoffirebaugh.my/j.php?MTID=mbed989356f5fe7c653c8537a89a67b39>

**Computer Meeting ID:** 25513812463

**Meeting password:** QzNPDh34rB5

**Phone:** 1-650-479-3208 **Meeting No.** 25513812463 **Meeting password:** (79673434 from phones & video systems)

## 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 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

- 1. RESOLUTION NO. 22-57 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH CANVASSING AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 8, 2022.**

**Recommended Action:**

City Council approves and adopts Resolution No. 22-57.

- 2. SWEAR-IN ELECTED OFFICIALS.**

## REORGANIZATION

### 3. REORGANIZATION OF CITY COUNCIL.

- A. Mayor
- B. Mayor Pro-Temp

### 4. RECOGNITION OF COUNCIL MEMBER SABLAN

## 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.

### 5. APPROVAL OF MINUTES – The City Council regular meeting on December 5, 2022.

### 6. WARRANT REGISTER – Period starting November 1 and ending on November 30, 2022.

November 2022	General Warrants	#43544 - #43648	\$ 982,101.11
	Payroll Warrants	#71899 - #71924	\$ 190,180.13
	<b>TOTAL</b>		<b>\$ 1,172,281.24</b>

### 7. CITY OF FIREBAUGH 2023 HOLIDAY SCHEDULE.

### 8. CITY OF FIREBAUGH 2023 COUNCIL MEETING SCHEDULE.

### 9. RESOLUTION NO. 22-58 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING USE OF EMERGENCY REMOTE TELECONFERENCING PROVISIONS.

## PUBLIC HEARING

### 10. ORDINANCE NO. 22-05 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING SUBSECTION 25-15.3 (R-1 ZONE (PERMITTED USES), SUBSECTION 25-17.3 (R-1 (TN) ZONE (PERMITTED USES)), SUBSECTION 25-19.3 (R-2 AND R-3 ZONES (PERMITTED USES)), AND 25-41.9 (SPECIAL USES (SECOND RESIDENTIAL UNITS)) OF THE FIREBAUGH MUNICIPAL CODE, RELATING TO ACCESSORY DWELLING UNITS – SECOND READING.

**Recommended Action:** Council receives public comment & approves first reading Ord. 22-05.

## NEW BUSINESS

### 11. RESOLUTION 22-59 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AWARDING A CONTRACT TO GOUVEIA ENGINEERING, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ON-CALL PLANNING AND ENVIRONMENTAL SERVICES FOR THE FIREBAUGH MUNICIPAL AIRPORT.

**Recommended Action:** Council receives public comment & approves Res. No. 22-59.

## **SUCCESSOR AGENCY MATTERS**

### **12. RESOLUTION NO. 22-60 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JULY 1, 2023, THROUGH JUNE 30, 2024, AND THE ADMINISTRATIVE BUDGET FOR JULY 1, 2023, THROUGH JUNE 30, 2024.**

#### **Recommended Action:**

Council receives public comment & approves Re. No. 22-60.

## **STAFF REPORTS**

## **PUBLIC COMMENT**

## **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, December 16, 2022, at 5:00 p.m. by Rita Lozano Deputy City Clerk.

## RESOLUTION NO. 22-57

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH CANVASSING AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 8, 2022

**WHEREAS**, on Tuesday, the 8<sup>th</sup> day of November 2022, a General Election was held in the City of Firebaugh in accordance with the law, and the votes there from were received and canvassed, and the results thereof were ascertained, determined, and declared valid in all respects by the Fresno County Registrar of Voters as required by law.

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

#### **Firebaugh City Council (Vote for 2)**

Precincts Reported: 3 of 3 (100.00%)

	Total	
Times Cast	1,079 / 3,176	33.97%
Undervotes	465	
Overvotes	0	

Candidate	Party	Total	
<b>SILVIA RENTERIA</b>		448	26.46%
<b>FELIPE PEREZ</b>		427	25.22%
LINDA ESPINOZA		412	24.34%
RYAN OCTAVIO GONZALEZ		406	23.98%
Write-in		0	0.00%
Total Votes		1,693	

#### **Firebaugh City Clerk (Vote for 1)**

Precincts Reported: 3 of 3 (100.00%)

	Total	
Times Cast	1,079 / 3,176	33.97%
Undervotes	259	
Overvotes	0	

Candidate	Party	Total	
<b>AMANDA FLEMING</b>		820	100.00%
Write-in		0	0.00%
Total Votes		820	

**Firebaugh City Treasurer (Vote for 1)**

Precincts Reported: 3 of 3 (100.00%)

	Total	
Times Cast	1,079 / 3,176	33.97%
Undervotes	1,079	
Overvotes	0	

The foregoing resolution was passed and adopted by the City Council of the City of Firebaugh at a regular meeting duly held on the 19<sup>th</sup> day of December 2022, by the following vote:

**AYES:**           **Council Member(s)**

**NOES:**           **Council Member(s)**

**ABSTAIN:**       **Council Member(s)**

**ABSENT:**       **Council Member(s)**

**APPROVED:**


**ATTEST:**

\_\_\_\_\_  
Brady Jenkins, Mayor

\_\_\_\_\_  
Rita Lozano, Deputy City Clerk

# CERTIFICATE OF COUNTY CLERK TO RESULTS OF THE CANVASS

WITNESS my hand and Official Seal this 8<sup>th</sup> day of December, 2022.

  
JAMES A. KUS  
County Clerk/Registrar of Voters

# Certificate of Election

This is to certify that

**SILVIA RENTERIA**

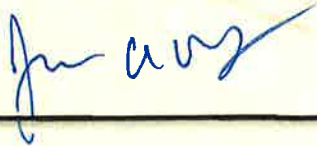
was elected to the office of

*City of Firebaugh  
Member, City Council*

of the County of Fresno,  
State of California, at an election duly held  
therein on

November 8, 2022

In Witness Whereof, I have hereunto set  
my hand affixed my official seal this 8<sup>th</sup>  
day of December, 2022



**James A. Kus**  
County Clerk/Registrar of Voters





# Certificate of Election

This is to certify that

***FELIPE PEREZ***

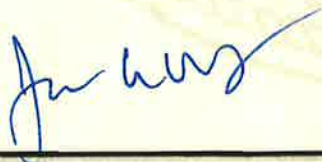
was elected to the office of

*City of Firebaugh  
Member, City Council*

of the County of Fresno,  
State of California, at an election duly held  
therein on

November 8, 2022

In Witness Whereof, I have hereunto set  
my hand affixed my official seal this 8<sup>th</sup>  
day of December, 2022



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**James A. Kus**  
County Clerk/Registrar of Voters





# Certificate of Election

This is to certify that

***AMANDA FLEMING***

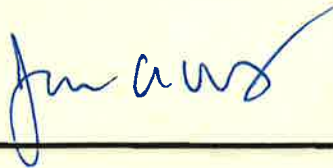
was elected to the office of

*Firebaugh City Clerk*

of the County of Fresno,  
State of California, at an election duly held  
therein on

November 8, 2022

In Witness Whereof, I have hereunto set  
my hand affixed my official seal this 8<sup>th</sup>  
day of December, 2022



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**James A. Kus**  
County Clerk/Registrar of Voters





*City of Firebaugh*

## *OATH OF OFFICE*

*I, Silvia Renteria, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter:*

**City Council Member**

*(Duties upon which affiant is about to enter)*

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***Silvia Renteria***

*Subscribed and sworn to before me this 19<sup>th</sup> day of December 2022.*

---

***Rita Lozano, Deputy City Clerk  
City of Firebaugh***



*City of Firebaugh*

## *OATH OF OFFICE*

*I, Felipe Perez, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter:*

**City Council Member**

*(Duties upon which affiant is about to enter)*

---

***Felipe Perez***

*Subscribed and sworn to before me this 19<sup>th</sup> day of December 2022.*

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***Rita Lozano, Deputy City Clerk  
City of Firebaugh***



*City of Firebaugh*

## *OATH OF OFFICE*

*I, Amanda Fleming, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter:*

**City Clerk**

*(Duties upon which affiant is about to enter)*

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***Amanda Fleming***

*Subscribed and sworn to before me this 19<sup>th</sup> day of December 2022.*

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***Rita Lozano, Deputy City Clerk  
City of Firebaugh***



## CITY OF FIREBAUGH

### Notice of City Council Re-organization

As of December 19, 2022

	<u>Name</u>	<u>Term</u>
Mayor	Felipe Perez	November 2022 – Nov. 2026
Mayor Pro Tem	Elsa Lopez	November 2020 – Nov. 2024
Council Member	Freddy Valdez	November 2020 – Nov. 2024
Council Member	Silvia Renteria	November 2022 – Nov. 2026
Council Member	Brady Jenkins	November 2020 – Nov. 2024
City Clerk	Amanda Fleming	November 2022 – Nov. 2026
City Treasurer	Vacant	
Deputy City Clerk	Rita Lozano Email: <a href="mailto:deputyclerk@ci.firebaugh.ca.us">deputyclerk@ci.firebaugh.ca.us</a> Phone: 559-659-2043 ext. 207	
City Manager	Ben Gallegos, City Manager/Acting Public Works Director Email: <a href="mailto:citymanager@ci.firebaugh.ca.us">citymanager@ci.firebaugh.ca.us</a> Email: <a href="mailto:bgallegos@firebaugh.org">bgallegos@firebaugh.org</a> Phone: 559-659-2043 ext. 206	
Finance Director	Pio Martin Email: <a href="mailto:pmartin@firebaugh.org">pmartin@firebaugh.org</a> Phone: 559-659-2043 ext. 209	

All contact information for officials will be address to:

City Hall  
1133 "P" Street  
Firebaugh, CA 93622  
Phone # (559) 659-2043      Fax # (559) 659-3412

Regular meeting of the Firebaugh City Council is held on the first and third Monday of each month at 6:00 p.m., Andrew Firebaugh Community Center, 1655 13<sup>th</sup> Street, Firebaugh, CA 93622.



**RESOLUTION NO. 08-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH  
ESTABLISHING A POLICY AND PROCEDURE  
FOR THE SELECTION OF THE MAYOR AND MAYOR PRO TEM**

**WHEREAS**, the City Council desires to establish a policy and procedure for appointing a member of the Council to serve as Mayor and Mayor Pro Tem; and

**WHEREAS**, the Council desires to adopt a policy that will be neutral and will rotate the offices of Mayor and Mayor Pro Tem, automatically, every year.

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

1. This policy and procedure will become effective as of January 1, 2009. Beginning at the first meeting of January in every calendar year, the office of Mayor shall automatically rotate.

2. Beginning at the first meeting of January, 2009, the office of Mayor shall automatically be filled, based on most seniority, measured by continuous tenure on the City Council.

3. As of the first meeting in January, 2009, Councilmembers will each be assigned a place in the rotation, with that Councilmember with most seniority measured by continuous tenure, becoming the Mayor, and each of the remaining 4 Councilmembers shall be assigned a number, 2 through 5, based on their seniority, measured by continuous tenure.

4. At the first meeting of January, thereafter, in each successive year, the office of Mayor shall automatically rotate to the next successive Councilmember in the rotation.

5. Should any Councilmember decline to serve when it is his or her turn to serve, based on the rotation, then the office of Mayor shall automatically rotate to the next Councilmember, by number, in the rotation.

6. When a Councilmember's year of service as Mayor has been completed, that Councilmember shall be placed at the end of the rotation.

7. The office of the Mayor Pro Tem shall also be selected based on seniority, in accordance with the foregoing formula, and the Mayor Pro Tem as of the first meeting of January, 2009, shall be that Councilmember assigned the number "2" in the rotation based on seniority. The Mayor Pro Tem shall automatically become Mayor following completion of the Mayor's term of service, as outlined above, and the new Mayor Pro Tem shall become the Councilmember next in the rotation.

8. If the Mayor Pro Tem position becomes vacant at any time during the year of service, the Councilmember next in the rotation, by number, shall fill the position and serve as Mayor Pro Tem for the remainder of the vacant term.

9. Completing the term of Mayor Pro Tem on behalf of another Councilmember, due to an unexpected vacancy, shall not be considered when determining seniority to serve as the Mayor Pro Tem in the proper and normal line of succession, nor preclude such Councilmember from serving as Mayor Pro Tem in his or her own right in the proper and normal line of succession.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 21<sup>st</sup> day of July, 2008, by the following vote:


AYES: Fannon, Marquez, Sablan, Knight

NOES:

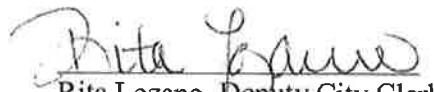
ABSTAIN:

ABSENT: DeFrancesco

APPROVED:

  
\_\_\_\_\_  
Craig Knight, Mayor  
City of Firebaugh

ATTEST:

  
\_\_\_\_\_  
Rita Lozano, Deputy City Clerk  
City of Firebaugh

# MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh

Vol. No. 22/12-05

## 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 13<sup>th</sup> Street, Firebaugh, CA 93622

**Date/Time:** December 5, 2022/6:00 p.m.

**CALL TO ORDER** Meeting called to order by Mayor Pro Temp Perez at 6:00 p.m.

**ROLL CALL** Mayor Brady Jenkins 6:51 pm  
Council Member Elsa Lopez  
Council Member Freddy Valdez  
Council Member Marcia Sablan

**ABSENT:** Mayor Pro Tem Felipe Pérez

**OTHERS:** City Attorney James McCann; City Manager Ben Gallegos; Deputy Clerk, Rita Lozano; Finance Director, Pio Martin; Public Works Director, Michael Molina; City Engineer, Mario Gouveia; Gouveia; City Planner Karl Schoettler, Marc Benjamin – Supervisor's Office of Brian Pacheco; Bethany Matos, Associate Dean of West Hills College-North District Center; Silvia Renteria, Raquel Tabares Ryan Gonzalez, Linda Espinoza, Victor Marin, Andrea Allison, Robert Allison, Jose Sierra, Matthew Garcia, Amanda Fleming Speakes, & others.

**PLEDGE OF ALLEGIANCE** Council Member Valdez led pledge of Allegiance.

## APPROVAL OF THE AGENDA

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

## PUBLIC COMMENT

Amanda Fleming congratulated the elected officials Felipe Perez & Silvia Renteria. Fleming contacted the elections office and asked about the City of Firebaugh vacant Treasurers person, council can appoint a person to the position, and stated she was very disappointed about the Christmas Parade being cancelled., many people look forward to it and many were disappointed. Ryan Gonzalez, read and submitted his public comment see attached document. Linda Espinoza asked about the cancelation of the Christmas Parade, stating it is the kickoff of the season and people were really disappointed, can it be rescheduled. We don't want conflict with the committee, that decided to cancel, but if we could possibly reschedule the parade and have the tree lighting, without the vendors. Martha Verdugo works with the Boys & Girls Club and had a sponsor to help fund the construction of the float, so the club was really disappointed, the club was asked to take the float to Mendota, which is no problem, but the club would really like to share it with our community.

## PRESENTATION

*None*

## CONSENT CALENDAR

### 1. APPROVAL OF MINUTES – The City Council regular meeting on November 21, 2022.

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

## PUBLIC HEARING

2. **ORDINANCE NO. 22-04 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING CHAPTER 8 OF THE FIREBAUGH MUNICIPAL CODE RELATING TO RECENT UPDATES IN STATE BUILDING AND HOUSING CODES, AND ADDING SECTIONS 8-19, 8-20, AND 8-21 RELATING TO SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS, SAFETY ASSESSMENT PLACARDS, AND ELECTRIC VEHICLE CHARGING STATIONS, RESPECTIVELY – SECOND READING.**

*Open hearing at 6:29 pm – no comment given – Close hearing at 6:10 pm, Re-open hearing at 6:30 pm*

*Motion to approve Ord. 22-04 by Council Member Sablan, second by Council Member Lopez, motion passed by 3-0 vote.*

3. **ORDINANCE NO. 22-05 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING SUBSECTION 25-15.3 (R-1 ZONE (PERMITTED USES), SUBSECTION 25-17.3 (R-1 (TN) ZONE (PERMITTED USES)), SUBSECTION 25-19.3 (R-2 AND R-3 ZONES (PERMITTED USES)), AND 25-41.9 (SPECIAL USES (SECOND RESIDENTIAL UNITS)) OF THE FIREBAUGH MUNICIPAL CODE, RELATING TO ACCESSORY DWELLING UNITS – FIRST READING.**

*Open hearing at 6:32 pm – Amanda Fleming asked for clarification for single family homes and ADU's, City Planner Schoettler replied to the question – Close hearing at 6:33 pm*

*Motion to waive the first reading of Ord 22-05 by Council Member Lopez, second by Council Member Sablan, motion passed by 3-0.*

❖ *Mayor Jenkins entered the meeting via Webex at 6:51 pm*

## NEW BUSINESS

4. **RESOLUTION NO. 22-56 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE CITY'S SPENDING PLAN AND APPROPRIATION FOR THE ALLOCATION OF AMERICAN RESCUE PLAN ACT CORONAVIRUS AND LOCAL FISCAL RECOVERY FUNDS.**

*Motion to approve Resolution No. 22-56 by Council Member Sablan, second by Council Member Lopez, motion passed by 3-0 vote. Mayor Jenkins had no audio.*

## STAFF REPORTS

- **City Engineer, Mario Gouveia** – nothing to report.
- **City Attorney, James McCann** – nothing to report.
- **Finance Director, Pio Martin** – nothing to report.
- **Deputy City Clerk, Rita Lozano** – nothing to report.
- **Public Works Director, Michael Molina** – will be on vacation Wednesday through next Wednesday but will be available via cell phone if anyone needs anything.
- **City Manager, Ben Gallegos** – offered to answer any questions council might have regarding his staff report, attended a couple meetings, looking for additional funding for the industrial wastewater grant project.

- **Council Member Lopez** – Thanked staff and appreciate the hard work on Saturday for the Christmas gift give away and help with the breakfast with Santa, it wasn't under the best circumstances and people were disappointed, maybe we can talk about it at the next meeting, should we try to reschedule the parade. City Manager Gallegos stated the committee is having a meeting tomorrow to decide or discuss that matter, and added He works carefully with Stephanie to the make the breakfast with Santa every year, contrary the comments that were made earlier.
- **Council Member Sablan** – nothing to report.
- **Council Member Valdez** – residents think and are saying the parade was cancelled by myself and Brady, but there's a committee the makes the decisions for the event, so I wanted to clarify that I'm not on the committee and had no vote or say on that cancellation of the parade.

#### **PUBLIC COMMENT**

*None*

- ❖ *Motion to enter closed session at 6:59 pm by Council Member Sablan, Second by Council Member Lopez; vote pass by 3-0 vote*

#### **CLOSED SESSION**

- 5. Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation**  
In Re: Arbitration No. 22-1115 (Confidential Arbitration)

- ❖ *Motion to enter open session at 7:49 pm by Council Member Sablan, Second by Council Member Lopez; vote pass by 3-0 vote*

#### **ANNOUNCEMENT AFTER CLOSED SESSION**

*No action taken*

#### **ADJOURNMENT**

*Motion to adjourn at 7:50 pm by Council Member Sablan, second by Council Member Lopez, motion passes by a 3-0 vote.*



## RYAN GONZALEZ CITY COUNCIL PUBLIC COMMENT

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December 5th, 2022

Dear Firebaugh City Council,

"Good evening, Mayor, Council, City Staff and the community of Firebaugh, it's so great to see you all again this week. My name is Ryan Gonzalez, community member currently residing at 1872 Vasquez Drive. The holiday season is upon us and I want to take this time to formally thank Stephanie Gonzales and her family for their continued service and support of our community. For the past several years, Stephanie's family has taken the time to honor her community through valiant efforts of service and commitment. For those that don't know Stephanie, she is a wonderful and driven community organizer. She and her daughter Kristen Gonzales, have formed and started many community events and nonprofit organizations. During the month of November, she curated an amazing support group called "Women Helping Women" which purpose is to gather women and uplift those in a time of need. Most recently, Stephanie organized yet another successful breakfast with Santa event. She has taken the liberty upon herself to make connections and build strong working relationships, in order to make this event possible, and it truly is an embodiment of strong leadership. Her continued commitment to our community of Firebaugh should truly be honored in some capacity.

Strong leadership, should be something we all strive for in our community of Firebaugh. However, under the direction of our current of City Manager Ben Gallegos, that truly says otherwise. For those that don't personally know me, my father is Octavio Gonzales, current city employee of Firebaugh for the last 31 years. During this time he has given countless hours of service for the betterment and progression of our community. Approximately, four months ago, it became public knowledge, that I made the decision to run for Firebaugh City Council. This moment in my life was truly exhilarating. And being a servant leader has always and will continue to be a passion of mine.

During working hours, our City Manager, has made numerous comments to my father in regards to my decision to run for city council. When it was officially announced that I was running for city council back in August, Ben told my father, "Your son wants to get involved in politics? Why does he want to be my boss and fire me." I let this comment roll off my back because I knew the nature of my current situation. Just recently, at the last city council meeting I gave a public comment, which is noted in tonight's minutes. For those that didn't know, my father was on medical leave for the last 8 weeks and recently returned to work this previous Monday. On Tuesday, November 29th, our city manager approached my father in regards to the previous city council meeting and told him "If your son has any questions about the city budget, have him contact me to schedule a meeting if he has any questions"

These types of comments are truly unprofessional and do not relate to their work at hand. I choose to come to these city council meetings as a concerned community member, and my father takes no part in my decision to be here. I formally ask that if

you need to speak to me in regards to any matter, that you speak to me directly not indirectly.

If you have any further questions or concerns my contact information is noted in the last meetings minutes.”

Best Regards,

Ryan Gonzalez



**REPORT TO CITY COUNCIL**  
**— MEMORANDUM —**

**AGENDA ITEM NO:** \_\_\_\_\_

**COUNCIL MEETING DATE:** December 19, 2022

**SUBJECT: Warrant Register Dated:** November 1, 2022 – November 30, 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:

NOVEMBER 1, 2022 – NOVEMBER 30, 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 .....	# 43544 – #43648	<u>\$ 982,101.11</u>
PAYROLL WARRANTS.....	# 71899 – #71924	<u>\$ 190,180.13</u>

TOTAL WARRANTS..... **\$ 1,172,281.24**

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS NOVEMBER 1, 2022- NOVEMBER 30, 2022**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
43505	11/10/2022	JOHN AVILA COMMUNICATIONS	\$ (30,500.00)	Ck# 043505 Reversed
43544	11/3/2022	FERNANDO CAMPA	\$ 300.00	HEASLTH INSURANCE STIPEND
43545	11/3/2022	ALIX STEPHANIE CHACON	\$ 300.00	HEALTH INSURANCE STIPEND
43546	11/3/2022	CITY OF FIREBAUGH	\$ 114,779.06	PAYROLL ENDING 10/28/2022
43547	11/3/2022	GOLDEN ONE CREDIT UNION	\$ 1,666.66	JOHN BORBOA MONTHLY STIPE
43548	11/3/2022	BRADY JENKINS	\$ 315.00	MONTHLY STIPEND ATTENDANC
43549	11/3/2022	RODDY A. LAKE	\$ 241.53	POLICE MEDICAL RETIREE
43550	11/3/2022	SAMPSON LEE	\$ 300.00	HEALTH INSURANCE STIPEND
43551	11/3/2022	RACHEL LOPEZ	\$ 300.00	HEALTH INSURANCE STIPEND
43552	11/3/2022	SANDRA J. MARQUEZ	\$ 300.00	HEALTH INSURANCE STIPEND
43553	11/3/2022	SALVADOR RAYGOZA	\$ 300.00	HEALTH INSURANCE STIPEND
43554	11/3/2022	CEASAR SIERRAS	\$ 300.00	HEALTH INSURANCE STIPEND
43555	11/3/2022	JACQUELINE TABARES	\$ 300.00	HEALTH INSURANCE STIPEND
43556	11/3/2022	U.S. POSTMASTER	\$ 1,018.59	UTILITY BILLING NOVEMBER
43557	11/3/2022	ALFRED VALDEZ	\$ 315.00	MONTHLY STIPEND ATTENDANC
43558	11/3/2022	REALTY LLC JASON	\$ 56.27	MQ CUSTOMER REFUND FOR ME
43559	11/3/2022	JACK RAMSEY	\$ 101.02	MQ CUSTOMER REFUND FOR RA
43560	11/3/2022	PACIFIC GAS & ELECTRIC	\$ 41,866.45	ALL DEPTS #7355932148-1
43561	11/10/2022	AGRI-VALLEY IRRIGATION LL	\$ 120.29	PARK-COUPLING/PVC/CEMENT
			\$ 53.91	COUPLING/HAND PUMP HOSE
			\$ 103.57	COUPLING/SCEDULE/PRIMER P
			\$ 19.23	ENCLOSED AREA-COUPLING
			\$ 29.48	ELBOW/COUPLING/NIPPLE POL
			\$ 28.39	COUPLING/SPRINKLER/BUSHIN
			\$ 122.34	ELBOW/COUPLING/PIPE PVC
Check Total:			\$ 477.21	

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS NOVEMBER 1, 2022- NOVEMBER 30, 2022**

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
43562	11/10/2022	ALEX AUTO DIAGNOSTICS	\$ 70.00	96 FORD SMOG
43563	11/10/2022	SYNCB/AMAZON	\$ 374.90	PD-TABLE COVERS LINEN/ACC
			\$ 692.51	PD-APPLE IPAD/POLICE STIC
			\$ 151.15	PD-TIE DOWN KIT
		Check Total:	\$ 1,218.56	
43564	11/10/2022	A.M. PECHE & ASSOCIATES L	\$ 3,010.40	2021-2 DISCLOSURE REPORT
43565	11/10/2022	ARDENT GENERAL INC.	\$ 329,878.37	FIREBAUGH POLICE STATION
43566	11/10/2022	ARMSTRONG'S PET WORLD	\$ 81.17	K9 FOOD KONA SEPTEMBER 20
43567	11/10/2022	AT&T	\$ 852.34	ALL DEPT TELEPHONE
43568	11/10/2022	SEBASTIAN	\$ 59.95	SENIOR CENTER ALARM SECUR
43569	11/10/2022	AUTOZONE COMMERCIAL (1379	\$ 51.42	PW-OIL FILTER
			\$ 84.21	PW- OIL FILTER/PLUG
			\$ 15.54	RADIATOR HOSE
			\$ 13.81	PW-THERMOSTAT
			\$ 8.20	FD-AC VALVE
			\$ 33.26	PW-WIRE SET
			\$ 10.79	VACUUM CONNECTORS
			\$ 3.65	PW-VACUUM TUBE
			\$ 5.71	OIL FILTER
			\$ 29.67	HOSE CONNECTOR
			\$ (12.95)	CREDIT FUEL LINE
			\$ 21.58	DISCONNECT SET
			\$ (21.58)	CREDIT DISCONNECT SET
			\$ 22.77	PD-BULB
			\$ 57.64	PW-AIR FILTER
			\$ 6.58	PD-BATTERY
			\$ 43.18	POSITION SENSOR
			\$ 13.16	PW-FUEL FILTER
			\$ (13.16)	FUEL FILTER
			\$ 32.49	PW-IGNITION COIL
			\$ 97.72	PW-STOPLIGHT/VALVE
			\$ (83.91)	CREDIT VALVE
			\$ 104.72	BATTERY
			\$ (104.72)	CREDIT BATTERY
			\$ 51.77	PW-BATTERY
			\$ 12.89	FD-FUEL LINE
			\$ 44.01	PW-MOTOR OIL



**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS NOVEMBER 1, 2022- NOVEMBER 30, 2022**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
Check Total: \$			528.45	
43570	11/10/2022	ADOLFO BERBER	\$ 300.00	A/F HALL CLEANING DEPOSIT
43571	11/10/2022	BSK & ASSOCIATES, INC.	\$ 47.50	LAB ANALYSIS
			\$ 122.50	LAB ANALYSIS
			\$ 65.00	LAB ANALYSIS
			\$ 175.00	LAB ANALYSIS
			\$ 56.89	LAB ANALYSIS
			\$ 65.00	LAB ANALYSIS
			\$ 56.89	LAB ANALYSIS
			\$ 59.50	LAB ANALYSIS
			\$ 280.00	LAB ANALYSIS
			\$ 175.00	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 395.00	LAB ANALYSIS
			\$ 65.00	LAB ANALYSIS
			\$ 494.50	LAB ANALYSIS
			\$ 588.00	LAB ANALYSIS
			\$ 66.28	LAB ANALYSIS
Check Total: \$			2,767.06	
43572	11/10/2022	COLLINS & SCHOETTLER	\$ 2,598.75	CITY PLANNING OCTOBER 202
43573	11/10/2022	DEPT. OF TRANSPORTATION	\$ 664.50	SIGNALS & LIGHTING JULY-S
43574	11/10/2022	FRESNO COUNTY TREASURER	\$ 162.52	ACCESS FEES SEPTEMBER 202
43575	11/10/2022	VERONICA GAMINO	\$ 150.00	DUNKLE PARK ENCLOSED AREA
43576	11/10/2022	HCL MACHINE WORKS	\$ 351.08	REPAIR LABOR/METRIC SEAL
43577	11/10/2022	INTERGRATED DESIGNS BY	\$ 2,785.00	FIREBAUGH POLICE STATION
43578	11/10/2022	JOHN AVILA COMMUNICATIONS	\$ 35,000.00	NEW PD CAMERA INSTALLMENT
43579	11/10/2022	JORGENSEN COMPANY	\$ 633.39	FIRE EXT. ANNUAL
43580	11/10/2022	LOS BANOS VETERINARY SERV	\$ 260.00	EUTHANASIA AND CREMATIONS
43581	11/10/2022	RITA LOZANO	\$ 43.00	FRESNO CO CLERK RECORDING
43582	11/10/2022	MANUELS TIRE SERVICE, INC	\$ 167.80	PD RADAR TRAILER
43583	11/10/2022	METROPOLITAN TRANSPORTAT	\$ 2,000.00	STREETSAVER ANNUAL SUBSCR

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS NOVEMBER 1, 2022- NOVEMBER 30, 2022**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
43584	11/10/2022	MID-VALLEY DISPOSAL	\$ 85.00	WATER TREATMENT PLANT
			\$ 96.08	1325 O STREET
			<u>\$ 35,738.04</u>	DISPOSAL SERVICE OCTOBER
		Check Total:	\$ 35,919.12	
43585	11/10/2022	PACIFIC GAS & ELECTRIC	\$ 51.53	FIRE DEPT #3228327255-0
			<u>\$ 1,364.65</u>	TOMA TEK #6759522333-9
		Check Total:	\$ 1,416.18	
43586	11/10/2022	PITNEY BOWES #8000-9090-	\$ 57.91	POSTAGE FEE
43587	11/10/2022	CSG CONSULTANTS, INC.	\$ 3,932.00	HOUSE BUILDING SERVICE AU
			\$ 6,150.50	HOUSE BUILDING SERVICES S
			\$ 109.00	BUILDING PLAN REVIEW AUGU
			\$ 1,110.02	BUILDING PLAN REVIEW SEPT
			<u>\$ 226.00</u>	FIRE PLAN REVIEW SERVICE
		Check Total:	\$ 11,527.52	
43588	11/10/2022	QUILL CORPORATION	\$ 21.58	SENIOR CTR-CUPS
			\$ 4.52	CITY HALL-HAND LOTION
			\$ 116.57	PD/PW/COMM CTR-BLEACH
			\$ 87.95	SENIOR CTR-BOWLS/PLATES/N
			\$ 161.92	CITY HALL-OFFICE SUPPLIES
			<u>\$ 302.28</u>	COMM CTR/PW-TOILET PAPER
		Check Total:	\$ 694.82	
43589	11/10/2022	SIMPLOT GROWERS SOLUTIONS	\$ 1,300.20	10 GAL REWARD AQUATIC & N
43590	11/10/2022	SMITH & WESSON	\$ 303.94	PD-TRIGGER/GUIDE ROD ASSE
			\$ 763.62	PD-SAFETY DETENT/THUMB SA
			<u>\$ 8,833.54</u>	PD- 20 M&P 9
		Check Total:	\$ 9,901.10	
43591	11/10/2022	CLAUDIA SOLIS	\$ 390.00	FACEBOOK OCTOBER 2022
43592	11/10/2022	STATE WATER RESOURCES CON	\$ 95.00	WWTP OPERATOR IN TRAINING
43593	11/10/2022	TECH MASTER MANAGEMENT	\$ 40.00	PD PEST CONTROL
43594	11/10/2022	TELSTAR INSTRUMENTS	\$ 1,346.00	WWTP-SERVICE PERFORMED
43595	11/10/2022	THOMASON TRACTOR COMPAN	\$ 25.35	CHAINSAW-COLLAR NUT
			\$ 27.86	OIL
			\$ 13.78	FC-EDGER

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS NOVEMBER 1, 2022- NOVEMBER 30, 2022**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
43595	11/10/2022	THOMASON TRACTOR COMPAN	\$ (53.99)	CORE FOR STARTER
		Check Total:	\$ 13.00	
43596	11/10/2022	U.S. BANK EQUIPMENT FINAN	\$ 52.57	RNT/LEASE EQUIP 10/20-11
43597	11/10/2022	ZUMWALT CONSTRUCTION	\$ 500.00	WATER METER RENTAL FEE/US
43598	11/15/2022	CITY OF FIREBAUGH	\$ 109,501.38	PAYROLL ENDING 11/11/2022
43599	11/17/2022	WESTAMERICA BANK	\$ 3,000.00	XMAS PARADE CASH FOR KIDS
43600	11/18/2022	ADAMS ASHBY GROUP, LLC	\$ 4,500.00	GEN. ADMIN FLAT RATE 18-C
			\$ 500.00	GEN. ADMIN 20-CDBG-CV2-3-
			\$ 4,500.00	GEN. ADMIN WATERLINE PROJ
			\$ 4,500.00	GEN. ADMIN 18-CDBG-12911
			\$ 500.00	GEN. ADMIN/REPORTING 20-C
			\$ 1,000.00	GEN. ADMIN CV ADMENDMENT
			\$ 4,500.00	GEN. ADMIN/LABOR 18-CDBG-
		Check Total:	\$ 20,000.00	
43601	11/18/2022	AMAZON CAPITAL SERVICES	\$ 141.35	FD-LAUNDRY DETERGENT
			\$ 199.81	FD-BOTTOM DRIP TORCH
		Check Total:	\$ 341.16	
43602	11/18/2022	AXCES INDUSTRIAL SUPPLY	\$ 751.51	FLOAAT AWAY DEGREASER
43603	11/18/2022	COLBY BERGER	\$ 150.00	BOOT REIMBURSEMENT PER MO
43604	11/18/2022	CASCADE FIRE EQUIPMENT CO	\$ 3,355.44	FD-HOSE CART/RED RACK
			\$ 188.96	FD-SPANNER & WRENCH HOLDE
			\$ 9,955.30	FD-THREE TIER CART/RED RA
		Check Total:	\$ 13,499.70	
43605	11/18/2022	COMCAST	\$ 719.05	PD INTERNET #909093831
43606	11/18/2022	CORELOGIC SOLUTIONS, LLC.	\$ 225.10	REALQUEST OCTOBER 2022
43607	11/18/2022	CUMMINS SALES AND SERVICE	\$ 2,036.03	PW-OSN/MSN/VIN
43608	11/18/2022	DIAMOND LOCKSMITHS	\$ 294.79	FACILITY CARD REACTIVATE
43609	11/18/2022	FIREBAUGH AUTO REPAIR	\$ 61.75	FD-SMOG INSPECTION

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS NOVEMBER 1, 2022- NOVEMBER 30, 2022**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
43610	11/18/2022	FIREBAUGH HARDWARE COMPA	\$ 32.38	DOG FOOD
			\$ 32.38	LITE BULB
		Check Total:	\$ 64.76	
43611	11/18/2022	FRESNO OXYGEN	\$ 94.97	PW-SHOP
43612	11/18/2022	FRESNO MOBILE RADIO, INC.	\$ 1,680.00	ANNUAL BILLING AIRTIME
43613	11/18/2022	MID-VALLEY DISPOSAL	\$ 560.00	8000 HELM CANAL
			\$ (560.00)	Ck# 043613 Reversed
		Check Total:	\$ -	
43614	11/18/2022	VINCENT PATLAN	\$ 300.00	CLEANING DEPOSIT COMMUNIT
43615	11/18/2022	CSG CONSULTANTS, INC.	\$ 3,243.68	BUILDING PLAN OCTOBER 202
			\$ 282.50	FIRE PLAN SERVICES OCTOBE
		Check Total:	\$ 3,526.18	
43616	11/18/2022	QUILL CORPORATION	\$ 53.98	SENIOR CTR COFFEE DECANTA
			\$ 21.57	OLGA-OFFICE SIGN DECAL
		Check Total:	\$ 75.55	
43617	11/18/2022	SAN JOAQUIN VALLEY	\$ 577.00	22/23 ANNUAL PERMITS TO O
43618	11/18/2022	AMELIA SANTOYO	\$ 300.00	COMMUNITY CTR CLEANING DE
43619	11/18/2022	SIGALA INC.	\$ 20,156.25	LEAP ADU & DOWNTOWNEN RESI
			\$ 17,320.36	LEAP ADU & DOWNTOWN RESID
		Check Total:	\$ 37,476.61	
43620	11/18/2022	SPARKLETTS	\$ 266.72	CITY HALL/SENIOR CTR/PD/P
43621	11/18/2022	STATE FOODS SUPERMARKET	\$ 25.90	FD-WATEE
			\$ 7.96	DOG FOOD
		Check Total:	\$ 33.86	
43622	11/18/2022	THARP'S FARM SUPPLY	\$ 29.96	5 POINT BLADE
			\$ 109.98	PVC/COUPLING/NUT
			\$ 2.32	SPRING
			\$ 32.77	DRAIN CLEAN/DRAIN OPENER
			\$ 32.93	MOP HANDLE
			\$ 4.31	CANTALOUPE NROUNDUP-SINK
			\$ 6.75	CANTALOUPE ROUNDUP-ORANGE
			\$ 5.51	BATTERY

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS NOVEMBER 1, 2022- NOVEMBER 30, 2022**

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
43622	11/18/2022	THARP'S FARM SUPPLY	\$ 33.76	T-BOLT CLAMP/NIPPLE/BUSH
			\$ 0.93	PIPE PLUG
			\$ 17.45	SNAP LINK/COUPLER
			\$ 214.52	BUBBLER/BUSHING/COUPLER
			\$ 2.07	BOLT/FLATWASHER/HEX NUT
			\$ 16.69	CORNER BRACE/PLATE
			\$ 13.80	SHELF BRACKET/SCREW ASSOR
			\$ 7.01	HOSE END
			\$ 10.65	BLEACH
			\$ 44.49	TRIMMER LINE
			\$ 42.95	PINESOL GALLON
			\$ 40.53	RECPT COVER/OUTLET
			\$ 35.36	CUP HOOK/FAIRLAWN
			\$ 134.12	CANVAS/TARP STRAP
			\$ 13.44	FOGGER
			\$ 20.55	BLEACH/DISINFECTANT GAL
			\$ 39.90	BATTERY
			\$ 6.10	VALVE CORE TOOL
			\$ 8.41	MALE PLUG
			\$ 58.63	SQUEEZE PUMICE
			\$ 11.54	AC/FUEL LINE DISCONNECT T
			\$ 18.84	CLOROX/BLEACH
			\$ 31.31	GRAFFITTI REMOVER
			\$ 5.61	MASTER LOCKS
			\$ 4.96	RUBBER COATED GLOVE
			\$ 9.02	COVERALLS
			\$ 8.36	SHARPIE/MASONRY BIT
			\$ 81.47	CEMENT/VALVE
			\$ 27.53	QUICKCRETE CEMENT
			\$ 14.58	PRIMER PAINT
			\$ 5.25	BOLT
			\$ 86.52	BLADE/PIPE NIPPLE
			\$ 52.54	CHANELL LOCK
			\$ (29.97)	CREDIT CHANNEL LOCK
			\$ 2.15	CURTIS KEYS
			\$ 29.42	FLEXOGEN HOSE
			\$ 9.99	BLADE
			\$ 9.29	AA BATTERIES
			\$ 14.19	BLACK PAINT MARKER
			\$ 3.77	CAP
			\$ 18.49	HOSE CLAMPS/NIPPLE
			\$ (4.77)	CLAMP/NIPPLE
			\$ 81.22	HOSE/COUPLER
			\$ 20.35	CRIMPING TOOL
			\$ 122.70	PIPE/PREMIER PLUG

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS NOVEMBER 1, 2022- NOVEMBER 30, 2022**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
43622	11/18/2022	THARP'S FARM SUPPLY	\$ 17.62	CURTIS KEYS/FLAT SPRAY
			\$ 169.14	HUB ASSY/WH ASY
			\$ 15.35	CONDUIT/ADAPTER
			\$ 6.53	WELDED
			\$ 601.18	LEAF SPRING/WHEELT/TIRE S
			\$ 87.41	PAINT
			\$ 31.31	GRAFFITTI REMOVER
			\$ 25.21	GREEN/SILVER PAINT
			\$ 18.01	GLOVES
			\$ 20.55	BLEACH/DISINFECTANT
		Check Total:	\$ 2,612.56	
43623	11/18/2022	USA BLUEBOOK	\$ 1,020.33	PW-STANDARD CERT
43624	11/18/2022	VERIZON WIRELESS	\$ 38.01	BRADY'S TABLET INTERNET
43625	11/23/2022	ALERT-O-LITE, INC.	\$ 349.99	ASPHALT PATCH
43626	11/23/2022	AT&T MOBILITY	\$ 795.86	PD INTERNET/CELLPHONES
43627	11/23/2022	AT&T	\$ 63.50	FIRE DEPT INTERNET
43628	11/23/2022	DIAMOND LOCKSMITHS	\$ 70.80	COMMUNITY HALL-KEY
43629	11/23/2022	DISH	\$ 84.34	SENIOR CENTER CABLE
43630	11/23/2022	FERGUSON WATERWORKS #1423	\$ 670.68	PW-CLAMPS
43631	11/23/2022	FIREBAUGH VOLUNTEER FIRE	\$ 459.00	AMERICAN AMBULANCE EMERGE
43632	11/23/2022	FIREBAUGH AUTO REPAIR	\$ 609.75	2011 CHEVY SOLENOID/CANIS
43633	11/23/2022	LAURA GARCIA	\$ 300.00	A/F HALL CLEANING DEPOSIT
43634	11/23/2022	GUTHRIE PETROLEUM, INC.	\$ 2,356.82	BULK UNLEADED GASOLINE
			\$ 942.07	BULK UNLEADED GASOLINE
			\$ 2,045.70	BULK UNLEADED GASOLINE
			\$ 2,691.65	BULK DIESEL FUEL
			\$ 1,636.68	BULK UNLEADED GASOLINE
			\$ 1,750.35	BULK UNLEADED GASOLINE
		Check Total:	\$ 11,423.27	
43635	11/23/2022	KER WEST, INC. DBA	\$ 2,391.65	NOTICE TO BIDDERS WATERLI
			\$ 154.85	PUBLIC HERING ZONING ORDI

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS NOVEMBER 1, 2022- NOVEMBER 30, 2022**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
43635	11/23/2022	KER WEST, INC. DBA	\$ 271.35	PUBLIC HEARING 20-CDBG-CV
			\$ 294.65	PUBLIC NOTICE 20-CDBG-CV2
			\$ 630.00	SENIOR CTR ADVERTISEMENT
Check Total:			\$ 3,742.50	
43636	11/23/2022	KRAZAN & ASSOCIATES, INC.	\$ 720.00	FIREBAUGH POLICE STATION
43637	11/23/2022	LIEBERT CASSIDY WHITMORE	\$ 540.00	NO:FI002-00003 PROFESSION
43638	11/23/2022	MCCLATCHY COMPANY LLC	\$ 367.08	PUBLIC NOTICE BUILDING AN
43639	11/23/2022	MID-VALLEY DISPOSAL	\$ 170.00	8000 HELM CANAL
43640	11/23/2022	PACIFIC GAS & ELECTRIC	\$ 9.31	NEW FIRE DEPT #3247232548
43641	11/23/2022	RSG, INC.	\$ 300.00	FY 22-23 SUCCESSOR AGENCY
			\$ 1,955.00	SB 341 REPORT FY22-23
Check Total:			\$ 2,255.00	
43642	11/23/2022	USA BLUEBOOK	\$ 200.15	STANDARD NOZZLE/CHISEL
			\$ 1,059.06	VAL-MATIC SILENT CHECK
Check Total:			\$ 1,259.21	
43643	11/23/2022	WITMER PUBLIC SAFETY GROU	\$ 95.22	FD-HOSE CLAMP
			\$ 587.93	FD-TASK FORCE TIPS TWISTE
			\$ 317.56	FD-DROPPER HOSE
Check Total:			\$ 1,000.71	
43644	11/23/2022	W.S. DARLEY & CO.	\$ 1,135.14	FD-CYCLONE GEAR
			\$ 647.82	FD-RUBBER BOOTS
Check Total:			\$ 1,782.96	
43645	11/29/2022	CITY OF FIREBAUGH	\$ 53,528.30	ME CHECK NOVEMBER 2022
43646	11/29/2022	FIRST BANKCARD	\$ 1.18	BEN-FRESNO COUNTY CLERK
			\$ 195.71	BEN-HILTON SACRAMENTO BEN
			\$ 195.71	BEN-HILTON SACRAMENTO PIO
			\$ 195.71	BEN-HILTON SACRAMENTO FRE
			\$ 50.00	BEN-FRESNO COUNTY CLERK
			\$ 120.00	BEN-CA DEPT PEST REGS LIC
			\$ 269.28	PD-SPRINGHILL SUITES MILL
			\$ 269.28	PD-SPRINGHILL SUITES TABA
			\$ 34.39	PD-DOLLAR GENERAL SUPPLIE
			\$ 27.41	PD-FEES

**CITY OF FIREBAUGH ACCOUNTS PAYABLE**  
**WARRANTS NOVEMBER 1, 2022- NOVEMBER 30, 2022**

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
43646	11/29/2022	FIRST BANKCARD	\$ 8.20	PD-AMAZON PEN
			\$ 95.70	PD-LAZER WERK MIRANDA CAR
			\$ 16.67	PD-PEOPLEFACTS
			\$ 91.63	PIO-AMAZON-CABLES
			\$ 110.00	PIO-CSMFO MEMBERSHIP
			\$ 5.00	PIO-DYN.COM
			\$ 940.00	PIO-CSMFO CONFERENCE FEE
			\$ 802.32	PIO-FRESNO FUN JUMP-XMAS
			\$ 41.10	PIO-AMAZON CABLE WIRE
			\$ 485.00	PW-AMAZON COVID TESTS
			\$ 608.33	PW-HOMEDEPOT
			\$ 64.75	PW-FIREBAUGH SUPERMARKET
			\$ 39.56	PW-PD AMBER LED LIGHT
			\$ 91.35	PW-STAPLES FILE ENVELOPES
			\$ 7.13	PW-AMAZON CLIPBOARD
			\$ 425.10	PW-AMAZON TRASH BAGS
			\$ 1,306.00	PW-KEALOHA EVENTS XMAS PA
			\$ 29.28	PW-ADMIT ONE RAFFLE TICKE
			\$ 155.46	PW-AMAZON TWO WAY RADIO X
		Check Total:	\$ 6,681.25	
43647	11/29/2022	GRAINGER, INC.	\$ 49.88	BULB
			\$ 24.95	BULBS
			\$ 164.76	BULB
		Check Total:	\$ 239.59	
43648	11/30/2022	CITY OF FIREBAUGH	\$ 116,758.44	PAYROLL ENDING 11/25/2022





## CITY OF FIREBAUGH SCHEDULE FOR HOLIDAYS YEAR 2023

January 1, 2023	(Sunday)	New Year's Day – <u>January 2, 2023 (Monday)</u>
January 16, 2023	(Monday)	Martin Luther King Jr. Day
February 12, 2023	(Sunday)	Lincoln's Birthday Day – <u>February 13, 2023 (Monday)</u>
February 20, 2023	(Monday)	President's Day
April 7, 2023	(Friday)	½ day off - Good Friday
May 29, 2023	(Monday)	Memorial Day
July 4, 2023	(Tuesday)	Independence Day 4 <sup>th</sup> - Tuesday
September 4, 2023	(Monday)	Labor Day
October 9, 2023	(Monday)	Columbus Day
November 11, 2023	(Saturday)	Veterans Day – <u>November 10, 2023 (Friday)</u>
November 23, 2023	(Thursday)	Thanksgiving Day
November 24, 2023	(Friday)	After Thanksgiving Day
December 23, 2023	(Sunday)	½ day off * Christmas Eve - <u>Dec. 22, 2023 (Friday)</u>
December 25, 2023	(Monday)	Christmas Day
December 31, 2023	(Sunday)	½ day off * New Year's Eve – <u>December 29, 2023 (Friday)</u>
January 1, 2024	(Monday)	New Year's Day

## CITY OF FIREBAUGH

### CITY COUNCIL REGULAR MEETING 1<sup>st</sup> & 3<sup>rd</sup> MONDAY OF EACH MONTH @ 6:00 PM SCHEDULE 2023

January 2, 2023	(Monday)	Holiday – New Year’s Day Observation
January 16, 2023	(Monday)	Holiday – Martin Luther King Jr. Day
February 6, 2023	(Monday)	
February 20, 2023	(Monday)	Holiday - President Day
March 6, 2023	(Monday)	
March 20, 2023	(Monday)	
April 3, 2023	(Monday)	
April 17, 2023	(Monday)	
May 1, 2023	(Monday)	
May 15, 2023	(Monday)	
June 5, 2023	(Monday)	
June 19, 2023	(Monday)	
July 3, 2023	(Monday)	
July 17, 2023	(Monday)	
August 7, 2023	(Monday)	
August 21, 2023	(Monday)	
September 4, 2023	(Monday)	Holiday – Labor Day
September 18, 2023	(Monday)	
October 2, 2023	(Monday)	
October 16, 2023	(Monday)	
November 6, 2023	(Monday)	
November 20, 2023	(Monday)	
December 4, 2023	(Monday)	
December 18, 2023	(Monday)	

## **RESOLUTION NO. 22-58**

### **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**, the California Department of Public Health continues to recommend isolation, quarantine, and other social distancing measures for the general public to prevent the spread of COVID-19; 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 of City Council meetings; and

**WHEREAS**, on November 21, 2022, the City Council last reviewed and renewed the findings in Resolution No. 22-50 as required by AB 361; and

**WHEREAS**, this Resolution is being brought at a regular City Council meeting in substantial compliance with the timeline for renewal of said findings under AB 361; and

**WHEREAS**, the City Council is conducting its meetings through the use of telephonic and internet-based services so that members of the public may safely 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 19<sup>th</sup> day of December 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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Felipe Perez, Mayor

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Rita Lozano, Deputy City Clerk

## ORDINANCE NO. 22-05

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING SUBSECTION 25-15.3 (R-1 ZONE (PERMITTED USES)), SUBSECTION 25-17.3 (R-1 (TN) ZONE (PERMITTED USES)), SUBSECTION 25-19.3 (R-2 AND R-3 ZONES (PERMITTED USES)), AND 25-41.9 (SPECIAL USES (SECOND RESIDENTIAL UNITS)) OF THE FIREBAUGH MUNICIPAL CODE, RELATING TO ACCESSORY DWELLING UNITS

**WHEREAS**, State law requires cities to permit Accessory Dwelling Units in residential zones, with the purpose being to increase the supply of affordable housing units for residents of the City of Firebaugh, and

**WHEREAS**, Government Code Section 65852.2(a) allows local agencies to establish ordinances to ensure that Accessory Dwelling Units and Junior Accessory Dwelling Units can be established in a manner that protects the stability, property values and character of single-family residential neighborhoods but that are not so arbitrary, excessive or burdensome so as to unreasonably restrict the ability of homeowners to create second units in residential zones where they are permitted, and

**NOW THEREFORE**, the City Council of the City of Firebaugh does ordain as follows:

**Section 1.** Subsection 25-15.3 (R-1 Zone (Permitted Uses)) of the Firebaugh Municipal Code is amended to read as follows:

#### **25-15.3 Permitted Uses**

The following uses are permitted by administrative approval, subject to development standards contained in this chapter.

- a. Single-family dwellings, including conventional stick-built, and mobile homes/modular homes subject to design standards contained in Section 25-15.9 of this chapter.
- b. Accessory buildings and structures, including garages, sheds and similar.
- c. Swimming pools, subject to standards contained in Section 25-15.5 d. (Yard Setbacks).
- d. Home occupations, subject to standards contained in Chapter 25-41 (Special Uses).
- e. ~~Second residential units~~ **Accessory Dwelling Units (ADU's) and Junior Accessory Dwelling Units (JADU's)**, subject to standards contained in Chapter 25-41.9 (Special Uses).

**Section 2.** Subsection 25-17.3 (R-1 (TN) Zone (Permitted Uses)) of the Firebaugh Municipal Code is amended to read as follows:

#### **25-17.3 Permitted Uses**

The following uses are permitted by administrative approval, subject to development standards contained in this chapter.

- a. Single-family dwellings, including conventional stick-built, and mobile homes/modular homes subject to design standards contained in Section 25-15.9 of this chapter.
- b. Accessory buildings and structures, including garages, swimming pools, sheds and similar.

- c. Home occupations, subject to standards contained in Chapter 25-41 (Special Uses).
- d. ~~Second residential units,~~ **Accessory Dwelling Units (ADU's) and Junior Accessory Dwelling Units (JADU's)**, subject to standards contained in Chapter 25-41.9 (Special Uses).

**Section 3.** Subsection 25-19.3 (R-2 and R-3 Zones (Permitted Uses)) of the Firebaugh Municipal Code is amended to read as follows:

- a. Single-family dwellings, duplexes and tri-plex's
- b. Multi-family complexes.
- c. **Accessory Dwelling Units (ADU's) and Junior Accessory Dwelling Units (JADU's), subject to standards contained in Chapter 25-41.9 (Special Uses).**
- ~~d.~~ e. Employee Housing, subject to the issuance of a permit by the State of California Department of Housing and Community Development as provided in California Health and Safety Code Sections 17021.5 and 17030. The permit shall be prominently displayed in the housing unit and shall be provided to any peace officer, City inspector or State inspector, upon demand."
- ~~e.~~ d. Emergency Shelter." (R-3 zone only)
- ~~f.~~ e. Single Room Occupancy Units."
- ~~g.~~ f. Supportive Housing.
- ~~h.~~ g. Transitional Housing.
- ~~i.~~ h. Home occupations subject to the requirements detailed in Chapter 25-41 Special Uses.
- ~~j.~~ i. Small day care homes.
- ~~k.~~ j. Mobile homes subject to design standards contained in Chapter 25-15 Single Family Residential.
- ~~l.~~ k. Licensed group care homes (six or fewer persons).
- ~~m.~~ l. Drainage basins.
- ~~n.~~ m. Water well sites.
- ~~o.~~ n. Utility facilities, including electrical substations, elevated pressure tanks, and communication equipment buildings, except for wireless telecommunications facilities.
- ~~p.~~ o. Model apartments and rental offices associated with the development of a multi-family development.
- ~~q.~~ p. Incidental and accessory structures and uses located on the same site as the permitted use including private garages and carports; storage buildings; garden structures, greenhouses; and recreation rooms, hobby shops and swimming pools.
- ~~r.~~ q. Temporary apartment rental office and signs consistent with Chapter 25-59 Signs.
- ~~s.~~ r. Enclosed temporary construction materials storage yards associated with the development of an apartment complex.

**Section 5.** Subsection 25-41.9 (Special Uses (Second Residential Units)) of the Firebaugh Municipal Code is amended to read as follows:

**25-41.9 Second Residential Units: Accessory Dwelling Units (ADU's) and Junior Accessory Dwelling Units (JADU's)**

- a. **Purpose and intent. This section is intended to meet the requirements of State law in providing for Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs") as required by and in compliance with Government Code sections 65852.2 and 65852.22, (as either may be amended from time to time). The standards established by this section shall be interpreted and applied consistent with the standards set forth in Government Code sections 65852.2 and 65852.22. If different or conflicting requirements or standards exist, the more restrictive requirements or standards shall apply, but only to the extent such requirement or standard does not conflict with the requirements and standards provided in Government Code sections 65852.2 and 65852.22.**

~~One second dwelling unit may be established as an addition to an existing residential dwelling unit, or as a separate freestanding dwelling unit, consistent with development standards of the zone in which the unit is located, and with the requirements of this subsection. A second dwelling unit may be a site-built structure, or a manufactured home as defined by Section 18007 of the Health and Safety Code, provided that mobile homes, trailers and recreational vehicles are not permitted to be used as a second dwelling unit.~~

- b. **Determinations: ADUs and JADUs are residential uses. ADUs and JADUs that comply with this section are considered accessory uses and accessory buildings and therefore do not exceed the allowable density for the lots upon which ADUs and JADUs are located. ADUs and JADUs that comply with this section are considered to be consistent with the general plan and zoning designations for the lot.**

**ADUs and JADUs, and the availability to construct ADUs and JADUs, will be counted for purposes of identifying adequate sites for housing in the City's Housing Element.**

- c. **Standards: ADUs and JADUs are subject to the normal requirements of the zoning district where the ADU and/or JADU will be constructed. Unless otherwise stated in this section, the requirements and standards of the Zoning Code (Chapter 25) and the Building and Housing Code (Chapter 8) that apply to the lot and the primary dwelling shall apply to any ADU and/or JADU, including lot coverage, parking, height, setback, open space, landscape, and architectural review, and the requirements and standards that apply to detached dwellings and accessory structures generally.**

**All ADUs and/or JADUs** ~~Development standards:~~ All second dwelling units shall be established and maintained in conformity with the following standards:

1. **Zoning:**

ADUs and JADUs are allowed on single-family and multi-family lots in all residential zoning districts, including mixed-use zones where residential uses are permitted. ADUs and JADUs are not permitted in nonresidential zoning districts where residential uses are not allowed. —~~A second dwelling unit shall be permitted only on lots zoned R-1 (Single-Family Residential), as shown on the Official Zoning Map of the City of Firebaugh. Second dwelling units are not permitted on lots zoned R-1-4.5 or R-1-5 or any other zone district.~~

2. **Construction of ADUs/JADUs**

ADUs may be constructed within or as an addition to an existing or proposed single-family residential dwelling unit, or as a separate free-standing accessory structure, or converted from an existing accessory structure. JADUs may be constructed within an existing or proposed single-family residential dwelling unit. ADUs and JADUs must be constructed consistent with development standards of the zone in which the unit is located, and with the requirements of this subsection. ADUs may be site-built structures, or converted from existing structures, or manufactured homes as defined by Section 18007 of the Health and Safety Code. Mobile homes, trailers and recreational vehicles are not permitted to be used as ADUs.

3. **Number of units**

One (1) ADU and one (1) JADU are allowed per single family residential lot. Lots with existing multifamily dwellings may construct up to two (2) detached ADUs, or ADUs up to 25 percent of the number of existing multifamily dwelling units in non-livable space (e.g., storage rooms, boiler rooms, passageways, attics, basements, or garages).

~~2. Minimum lot size: A second dwelling unit shall be permitted only on a properly zoned lot that contains at least 6,500 square feet.~~

4. **Yards:**

A second dwelling unit shall comply with yard requirements of the subject zone R-1 Zone, except that a setback of four (4) feet from the side and rear lot lines is permitted for a detached ADU. as listed in § ~~25-15~~ [R-1 Zone (Conventional Single-Family Residential) Zones].

5. **Space between buildings:**

A second detached dwelling unit shall be located no closer than 10 feet to any other residential building on the same parcel, and not less than six feet from any accessory building.



6. Building height:

ADU's shall be limited to one (1) story and sixteen (16) feet in height. No second dwelling unit shall have a height greater than two stories, not to exceed 25 feet.

6. Lot coverage: The total lot coverage by a second dwelling unit and all other buildings and structures shall not exceed 30% of the total lot area.

7. Unit size:

For detached ADU's the following size restrictions apply:

- a. One bedroom unit: Unit may contain up to 850 square feet of floor area, maximum.
- b. Two bedroom unit: Unit may contain up to 1,000 square feet of floor area, maximum.
- c. More than two bedrooms: Unit may contain up to 1,200 square feet of floor area, maximum.

For attached ADU's the maximum permitted size is 50 percent of the floor area of the primary dwelling unit, up to 800 square feet, maximum.

Notwithstanding the foregoing standards, an ADU (whether detached or attached) shall not be less than 220 square feet in size.

For a JADU the maximum permitted size is 500 square feet of floor area. Further, a JADU shall not be less than 220 square feet in size.

The increased living area of a second dwelling unit that is attached to the primary dwelling shall not exceed 30% of the existing living area of the primary dwelling. A second unit that is detached from the primary dwelling shall not exceed 1,300 square feet of floor area.

8. Parking:

There shall be one paved on-site parking space for a second dwelling unit an ADU, (except as allowed by Government Code section 65852.2(a) or (d)). Additional parking is not required for JADUs. The required parking space shall be a minimum of nine feet wide and 20 feet deep and constructed to City standards. The space shall be in addition to on-site parking spaces required for the primary dwelling on the lot. The parking space for the ADU second dwelling unit may be situated as a tandem parking space within an existing driveway, provided that parking space requirements are maintained for the primary dwelling unit. If additional paved parking is required to accommodate an ADU second unit, it shall not be located within a required front yard, except within a legal driveway that is not wider than necessary to accommodate two parking spaces side by side; however, said parking space may be located within required side or rear yards. There shall be no conversion of a garage of a primary dwelling unit

~~into a second dwelling unit, unless all parking requirements are otherwise met for the primary dwelling unit.~~

9. Architectural appearance:

~~The ADU's second dwelling unit's~~ scale, appearance and character shall be similar to and compatible in design with the primary dwelling unit in terms of siding materials and color, window types, roofing pitch and materials. ~~Further, the second dwelling unit shall be clearly subordinate to the primary dwelling unit by size, location and appearance.~~ If attached to the primary dwelling unit, a second dwelling unit shall be attached in a manner that the addition will create the appearance of an enlargement of the primary dwelling unit, and a logical extension of roof and walls of the primary dwelling unit, rather than give the appearance of an add-on unit.

10. Building Code:

A second dwelling unit shall be subject to all applicable building, fire, health and safety codes.

11. Occupancy:

**A certificate of occupancy must be issued for the primary dwelling unit before a certificate of occupancy is issued for an ADU or JADU on the lot. Owner-occupancy is not required for ADUs.** ~~The owner of the subject property at the time of the application and all future owners of the property shall reside in one of the dwelling units.~~ **Owner-occupancy is required for a single-family residence with a JADU. The owner of the subject property at the time of the application for a JADU and all future owners of the property shall reside in the single-family residence or JADU.** A covenant, in a form approved by the City Attorney, running with the land between the City and the applicant shall be recorded with the Fresno County recorder's office prior to the issuance of any building permits, requiring that the primary or proposed **JADU** ~~second dwelling unit~~ shall be occupied by the owner of the property.

**An ADU or JADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence, unless authorized by Government Code section 65852.26. Rentals of ADUs and/or JADUs must be for at least 30 days.**

12. Access:

In order to preclude the appearance of a duplex unit, access to ADU's and JADU's ~~the second dwelling unit~~ shall be by an exterior doorway located on the side or rear of the **ADU or JADU**. ~~second dwelling unit.~~ In no case shall the entrance be visible from a public street right-of-way.

13. Utilities:

Adequate provisions shall be made for the water and sewer service and drainage generated by the occupancy of the ADU/JADU, as determined by the City Engineer. The ADU/JADU can either have shared or separate services for electric, gas, sewer, and water. A second dwelling unit shall be provided with water, sewer, and other utilities as determined by the building official.

14. Existing dwellings:

An ADU ~~Any second dwelling unit~~ existing on the effective date of the ordinance adding this subsection shall constitute a violation of this subsection unless the ADU ~~second dwelling unit~~ meets the standards of this subsection or the ADU ~~second dwelling unit~~ qualifies as a permitted nonconforming use under § 25-61 (Nonconforming Uses and Structures) of this title.

15. Connection, Impact, and other Fees

Except as provided in Government Code sections 65852.2 and 65852.22, ADUs and JADUs are subject to all fees and assessments required by the Municipal Code for new residential construction, including connection fees, capacity charges, and impact fees.

An inspection fee shall be assessed for any inspection to determine if an ADU or JADU complies with applicable building standards.

16. Exceptions

All of the standards provided in this Section may be relaxed or waived in order to allow construction of an attached or detached ADU that is not more than 800 square feet and not more than 16 feet in height with at least four-foot side and rear yard setbacks, provided that the ADU is constructed in compliance with all Fire and Building and Housing Code requirements and standards of the Zoning Code. (See Government Code section 65852.2(c).)

ADUs and/or JADUs described in Government Code section 65852.2(e) shall be permitted.

17. Permit process:

The applicant shall submit a building permit application for the construction of an ADU and/or JADU ~~second dwelling unit~~. An application, together with the required fee in compliance with the City's Fee Schedule, shall be filed with the Department and accompanied by detailed and fully dimensioned plans, architectural drawings/sketches, elevations, floor plans, landscape plans, and/or any other data/materials identified in the Department handout for ADU/JADU applications. Following receipt of a completed application, the Planning Director or his designee shall

review the application to determine whether it complies with the requirements of this section **and ministerially approve a compliant application.**

**A permit application for an ADU or a JADU shall be considered and approved ministerially without discretionary review or a hearing. The City shall act on the application to develop an ADU or a JADU within 60 days. If the permit application to develop an ADU or a JADU is submitted with a permit application to construct a new single-family dwelling on the lot, the City may delay acting on the permit application for the ADU or the JADU until the City acts on the permit application to construct the new single-family dwelling. The applicant may request a delay in the time available for the City to act on the application, as provided by State law.**

**Section 6.** Severability

The City Council hereby declares that it would have adopted this section and adopted each article, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, subsections, sentences, clauses or phrases are declared invalid or unconstitutional. If any article, subsection, sentence, clause or phrase of this section is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this section. The Director shall apply this section as though any invalid or unconstitutional article, subsection, sentence, clause or phrase were not included in this section.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Firebaugh on December 5, 2022, and was passed and adopted at a regular meeting of the City Council on December 19, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED:**

**ATTEST:**

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Brady Jenkins, Mayor  
City of Firebaugh

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Rita Lozano, Deputy City Clerk  
City of Firebaugh

## **RESOLUTION 22-59**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AWARDING A CONTRACT TO GOUVEIA ENGINEERING, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ON-CALL PLANNING AND ENVIRONMENTAL SERVICES FOR THE FIREBAUGH MUNICIPAL AIRPORT**

**WHEREAS**, the City of Firebaugh owns and operates a municipal airport and is responsible for implementing projects that are federally funded; and

**WHEREAS**, the Federal funds are provided by the Federal Aviation Administration (FAA); and

**WHEREAS**, the use of FAA Federal funds is subject to Federal regulations and in order to comply, certain services including Planning and Environmental services are contracted out to qualified firms due to the City's limited staff and expertise; and

**WHEREAS**, the FAA allows for these type of Planning and Environmental services can be offered on an on-call basis for an initial term of five (5) years; and

**WHEREAS**, the City must follow the FAA procurement process to select a firm and award an on-call contract for Planning and Environmental services; and

**WHEREAS**, the City is in need of a qualified Consultant to continue these FAA services for ongoing and future airport projects funded with FAA Federal grants; and

**WHEREAS**, the City prepared and issued a request for qualifications for consultants to provide on-call FAA Planning and Environmental Services for an initial term of five (5) years; and

**WHEREAS**, the City received statements of qualifications from Gouveia Engineering Inc. and Coffman Associates; and

**WHEREAS**, the City staff reviewed the statements of qualifications and has selected Gouveia Engineering as the most qualified firm to provide these on-call services for the City of Firebaugh pursuant to the FAA procurement guidelines; and

**WHEREAS**, the City Council desires to enter into a contract with Gouveia Engineering and delegates the City Manager to execute said contract.

**NOW THEREFORE**, by the City Council of the City of Firebaugh, County of Fresno, California, resolves as follows:

1. The City Council approves a contract with Gouveia Engineering Inc. to provide On-Call Planning and Environmental Services for the Firebaugh Municipal Airport for an initial term of 5 years.
2. The City Council authorizes the City Manager to execute an agreement with Gouveia Engineering, Inc. for said services.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 19th day of December 2022, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Brady Jenkins, Mayor

\_\_\_\_\_  
Rita Lozano, Deputy City Clerk



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TO: Mayor Brady Jenkins and Council Members  
FROM: Ben Gallegos, City Manager  
DATE: December 19, 2022  
SUBJECT: Resolution No. 22-59

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**RECOMMENDATION:**

Council by motion adopt Resolution No. 22-59 – Awarding a contract to Gouveia Engineering Inc. and authorizing the City Manager to execute an agreement for On-Call Planning and Environmental Services for the Firebaugh Municipal Airport.

**BACKGROUND:**

The City of Firebaugh owns and operates a municipal airport. The City is responsible for implementing projects that are federally funded by the Federal Aviation Administration (FAA). In order to comply with the FAA Federal regulations and due to limited staffing and expertise, certain services including Planning and Environmental services are contracted out to qualified firms.

FAA allows for this type of Planning and Environmental services to be offered on an on-call basis for an initial term of five (5) years. However, the City must follow the FAA procurement process to select a firm and award an on-call contract for Planning and Environmental services.

The City is in need of a qualified Consultant to continue these FAA services for ongoing and future airport projects that are funded with FAA Federal grants.

**DISCUSSION:**

City staff prepared and issued a request for qualifications for consultants to provide on-call FAA Planning and Environmental Services for an initial term of five (5) years. The City received two (2) statements of qualifications (SOQ) from the following firms:

1. Gouveia Engineering Inc.
2. Coffman Associates

City staff reviewed the two SOQ proposals and has selected Gouveia Engineering as the most qualified firm to provide these on-call services for the City of Firebaugh. Pursuant to the FAA procurement guidelines, City staff recommends the City Council to award an on-call contract to Gouveia Engineering with the required Federal provisions.

The attached resolution delegates the authority to the City Manager to execute the attached agreement.

**FISCAL IMPACT:**

This on-call contract fees would be funded from Federal grants awarded for City projects.

## **CITY OF FIREBAUGH PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of December 19, 2022 by and between the City of Firebaugh, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1133 "P" Street, Firebaugh, California ("City"), and Gouveia Engineering, Inc. a corporation with its principal place of business at 456 Sixth Street, Gustine, California, 95322 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

### **RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following Services: On-Call Planning and Environmental Services for the Firebaugh Airport (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

### **AGREEMENT**

#### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

##### **1. Services.**

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A" and follow the Guidelines set forth by the FAA attached hereto as Exhibit "C."

##### **2. Compensation.**

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B".

b. Consultant shall be paid based on the Exhibit B hourly rates and for the amount as agreed upon by the City and Consultant in a Task Order for each project. These rates are subject to annual increases beginning on the second year of the compensation period set forth in this Agreement. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of the funds obtained for the project. This amount is to cover all purchase, staging, prep, parts and installation costs, and the City will not pay any additional fees for drawings or other expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

##### **3. Additional Work.**

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a



statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder by December 19, 2027 from the Notice to Proceed. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Sub-consultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and sub-consultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all sub-consultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the

insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Sub-consultant Insurance Requirements. Consultant shall not allow any subcontractors or sub-consultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or sub-consultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or sub-consultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the City, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents and volunteers.

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as

defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and sub-contractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all sub-consultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any sub-consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

#### 14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all sub-consultants and sub-sub-consultants to comply with the same.

#### 15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Fresno, State of California.

#### 16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.



17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

20. Organization

Consultant shall assign Mario Gouveia, PE, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Firebaugh

1133 "P" Street

Firebaugh, CA 93622

Attn: Ben Gallegos

CONSULTANT:

Gouveia Engineering, Inc.

456 Sixth Street

Gustine, CA 95322

Attn: Mario Gouveia

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated

herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF FIREBAUGH  
AND GOUVEIA ENGINEERING, INC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF FIREBAUGH

Gouveia Engineering, Inc.

By: \_\_\_\_\_  
Ben Gallegos  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_ President

Printed Name: Mario Gouveia, PE

ATTEST:

By: \_\_\_\_\_  
City Clerk

## EXHIBIT A

### Scope of Services

#### A. Planning and Environmental Services for the following Potential AIP Projects:

1. Airport Layout Plan Update
2. RSA Obstruction Removal Project
3. Fuel Island and Segmented Circle Improvements Project
4. Paving Airport Access Road Improvements Project
5. Aircraft Apron Improvements Project
6. Taxiway Lighting Project
7. The following applicable projects will be ongoing:
  - a. Maintenance and upgrading of existing pavements
  - b. Construction of new pavements
  - c. Fire Protection
  - d. Aircraft aprons
  - e. Hangers
  - f. Buildings
  - g. Electrical
  - h. Sewer lines
  - i. Vehicle parking
  - j. Flood control
  - k. Water detention basins
  - l. Drainage improvements
  - m. Others to be determined

#### B. Specific Planning and Environmental Services including, but not limited to:

1. Design study to establish the framework and detailed work program.
2. Facility requirements determination.
3. Airport layout and terminal area plan development (ALPs).
4. Compatible land use planning in the vicinity of airports.
5. Categorical Exclusions (CATEX), Environmental Assessments (EA), Environmental Impact Statements (EIS), and other studies in accordance with FAA Orders 5050.4 and 1050.1.
6. Preparation of or updating of the airport layout plan and Exhibit A Property Map.
7. Airport data collection and facility inventories.
8. Aeronautical activity forecasts and demand/ capacity analysis.
9. Airfield modeling for capacity and delay.
10. Airport noise studies under 14 CFR Parts 150 and 161.
11. Airport site selection studies.
12. Airport development schedules and cost estimates.
13. Airport financial planning and benefit costs analysis.
14. Participation in public information and community involvement programs and/ or public hearings relating to the airport development and planning projects.
15. Airspace analysis.

#### C. Other tasks that may be included but not specifically outlined:

1. Assist with all applicable tasks for projects provided under the Architectural/Engineering Services contract.

2. Prepare reports and attend meetings as requested by City. Typical meetings consist of the Airport Commission, public hearings, City Council, and others as required in the normal operation of the City.

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract in the amount of not to exceed the funds obtained in the grants and pursuant to the hourly rates presented on the attached Federal Specific Rates of Compensation.

## EXHIBIT C

Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects

See Attachment

## **FIREBAUGH SUCCESSOR AGENCY**

### **STAFF REPORT**

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**Date:** December 19, 2022  
**To:** Successor Agency to the Firebaugh Redevelopment Agency  
**From:** Ben Gallegos, City Manager  
**Subject:** 2023-24 Recognized Obligation Payment Schedule and Administrative Budget

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#### **Summary/Recommendation**

Adopt a resolution of the Successor Agency to the Firebaugh Redevelopment Agency approving the Recognized Obligation Payment Schedule ("ROPS") 2023-24 and Administrative Budget for the July 1, 2023, through June 30, 2024 period.

#### **Discussion/Analysis**

##### **Background**

On December 29, 2011, the California Supreme Court issued its decision in *CRA v. Matosantos*, upholding AB 1X 26, which dissolved all redevelopment agencies in California, and overturning AB 1X 27, the "voluntary alternative redevelopment program." After the redevelopment program provided in AB 1X 27 was ruled unconstitutional by the Court, all California redevelopment agencies were required to dissolve. On February 1, 2012, redevelopment agencies throughout the State were eliminated and successor agencies assumed the responsibility of winding down the activities of their respective redevelopment agencies. The City of Firebaugh ("City") serves as the Successor Agency of the former Firebaugh Redevelopment Agency.

As Successor Agency, the City is responsible for all of the assets, properties, contracts, leases, obligations, and records of the former Redevelopment Agency. For the Successor Agency to continue paying obligations of the former Redevelopment Agency, ABx1 26 requires the Successor Agency to prepare an annual Recognized Payment Obligation Schedule ("ROPS") setting forth the Successor Agency's payment obligations for two six-month periods. The ROPS shall include any bonds, loans, payments required by the federal government, contracts, costs associated with Disposition and Development Agreements, and other similar obligations to third parties. Since its passage, the legislature has made several key changes to the Health and Safety Code ("HSC") sections that establish the ROPS process.

##### **County-Wide Oversight Board**

Local oversight boards were dissolved and succeeded by a single Countywide oversight board on July 1, 2018, pursuant to HSC section 34179(j). The Countywide oversight board has broad authority to set administrative budgets, approve enforceable obligations, and otherwise direct the successor agency to perform activities to wind down the former redevelopment agencies. The Countywide oversight board has jurisdiction over fifteen successor agencies, including the Firebaugh Successor Agency. The 2023-24 ROPS and Administrative Budget prepared by the Firebaugh Successor Agency will go for approval by this new Fresno County Oversight Board at its meeting on January



19<sup>th</sup>, 2023, which will be held at 2:00pm in the afternoon. Fresno Countywide Oversight Board meetings are scheduled for the 4<sup>th</sup> Thursday of the month, every three months, and going forward, any items the Successor Agency wishes to submit for the agenda are due three weeks in advance of each meeting.

### **Recognized Obligation Payment Schedule**

HSC Section 34177(1) requires the Successor Agency to prepare a ROPS showing all the obligations of the former Redevelopment Agency and the sources of funds for repaying obligations. The ROPS, covering the period July 1, 2023, through June 30, 2024 (“23-24 period”), must be approved by the Fresno county-wide County Oversight Board (“Oversight Board”) and sent to the California State Department of Finance (“DOF”) and the County Auditor-Controller no later than February 1, 2023. The Successor Agency may face a fine of \$10,000 per day for ROPS submitted after this deadline. Distribution of redevelopment property tax revenue will occur on June 1, 2023, and January 2, 2024 respectively.

DOF annually provides the Successor Agency with a partially completed ROPS form for standardization and consistency with its automated tracking system. DOF continues to make minor annual changes to the ROPS forms and to the process for submitting the ROPS. The ROPS no longer contains a Prior Period Adjustment Tab, and instead, as of October 1, 2018, the differences between actual payments and past estimated and approved obligations on the ROPS, shall be submitted by the Successor Agency to the Fresno County Auditor-Controller for review and adjustment to future distributions. The Successor Agency submitted its 2020-21 PPA to the Fresno County Auditor-Controller on time, reporting a difference between approved RPTTF and spent RPTTF of \$7,165. The PPA is primarily comprised of unspent administrative allocation, which has prompted the Successor Agency to request less money for administrative costs in subsequent ROPS periods. This amount will likely be credited by DOF against the RPTTF approved for 2023-24.

The items on the ROPS are substantially the same as those included on the previous ROPS 22-23. The Successor Agency is requesting a total of \$581,103 in Redevelopment Property Tax Trust Fund money to fund ROPS obligations, which includes \$470,920 for the first half of the fiscal year and \$101,493 for the second half of the fiscal year. The obligations listed on the ROPS include:

- 2014 Refunding Bond Debt Service
- Bond Disclosure Fees
- Successor Agency Administrative Costs

### **Last and Final ROPS**

Pursuant to HSC section 34191.6 (a), beginning January 1, 2016, agencies that have received a Finding of Completion may submit a Last and Final ROPS if all the following conditions are met:

- 1) The remaining debt is limited to administrative costs and payments pursuant to enforceable obligations with defined payment schedules including, but not limited to, debt service, loan agreements, and contracts.
- 2) All remaining obligations have been previously listed on the ROPS and approved for payment by Finance pursuant to HSC section 34177 (m) or (o).

- 3) The agency is not a party to outstanding/unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

A Last and Final ROPS will reduce the administrative burden on the Successor Agency and eliminate the need for Oversight Board meetings to approve the ROPS (the Oversight Board will still have to convene to approve property sales). The Firebaugh Successor Agency may consider submitting a Last and Final ROPS; however, it only has two opportunities to amend the Last and Final ROPS once it has been submitted. While the Successor Agency could consider this option because all Property Management Plan properties have been sold (the last Property Management Plan property was sold in December 2017), the administrative allowance may be significantly reduced if a Last and Final ROPS is approved. Although not defined in the law, DOF has, in some cases, taken the position that each ROPS line item will be allocated a \$5,000 administrative allowance, though there have been other instances wherein they only allowed \$5,000 total for multiple obligations listed. However, because the Successor Agency's administrative costs continue to decrease and are largely related to the preparation of the ROPS, this may be something that should be considered. A Last and Final ROPS can be approved at any time throughout the year, so the Successor Agency has time to consider these factors.

#### **Administrative Budget**

HSC Section 34177(j) requires the Successor Agency to prepare an Administrative Budget and submit it to the Oversight Board for approval. The Administrative Budget comprises the proposed administrative expenditures. The maximum administrative cost allowance a successor agency can receive is 50 percent of the RPTTF distributed in the prior fiscal year for non-administrative obligations, which in this case is 50 percent of \$424,482, the total non-administrative obligations in ROPS 22-23.

The ROPS 23-24 requests an administrative allowance of \$69,500. Despite the fact that the agency is eligible to request a full \$250,000, in an effort to use RPTTF most efficiently, it is only requesting \$69,500 because this aligns with its actuals and is to the scale of its obligations. The administrative costs the agency expects to incur include salaries and wages, and benefits, for the staff associated with the Successor Agency, as well as attorneys' fees, consulting contract fees, and the annual audit fees.

#### **Fiscal Impact**

Adoption and transmittal of the ROPS is necessary to receive revenue from the Redevelopment Property Tax Trust Fund to fund the Successor Agency's financial obligations from July 1, 2023, through June 30, 2024.

#### **Attachments**

Attachment 1: Resolution approving the Recognized Obligation Payment Schedule 2023-24 and Administrative Budget for July 1, 2023 through June 30, 2024.

## **RESOLUTION NO. 22-60**

### **A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JULY 1, 2023, THROUGH JUNE 30, 2024, AND THE ADMINISTRATIVE BUDGET FOR JULY 1, 2023, THROUGH JUNE 30, 2024**

**WHEREAS**, the City of Firebaugh has elected to serve as the Successor Agency to the former Firebaugh Redevelopment Agency ("Successor Agency") pursuant to Assembly Bill x1 26 ("AB x1 26" or the "Dissolution Act") as codified in the California Health & Safety Code ("H&SC"); and

**WHEREAS**, among the duties of successor agencies under the Dissolution Act is the preparation of a recognized obligation payment schedule ("ROPS") for the ensuing twelve-month period for consideration by a local oversight board and California State Department of Finance ("DOF") for purposes of administering the wind-down of financial obligations of the former Redevelopment Agency; and

**WHEREAS**, the Dissolution Act requires that the proposed ROPS be transmitted to the oversight board, county auditor-controller, county executive officer, and DOF, after which time the oversight board may approve and transmit the adopted ROPS to DOF and the county auditor-controller for their consideration; and

**WHEREAS**, the Fresno County Consolidated Oversight Board ("Oversight Board"), formed July 1, 2018, has jurisdiction over the Successor Agency of the Former Redevelopment Agency to the City of Firebaugh; and

**WHEREAS**, the proposed ROPS for the twelve-month period from July 1, 2023, through June 30, 2024 attached hereto as Exhibit "A" has been prepared by staff and consultants consistent with the provisions of the Dissolution Act and in the format made available by DOF; and

**WHEREAS**, Section 34177(j) of the Dissolution Act requires the Successor Agency to prepare a proposed administrative budget and submit it to the Oversight Board for approval; and

**WHEREAS**, pursuant to Section 34177(j), the Successor Agency's "Administrative Budget" is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the up-coming twelve-month fiscal period; (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the city serving as Successor Agency; and

**WHEREAS**, the Successor Agency desires to approve ROPS 2023-24 along with the administrative budget for the July 1, 2023, to June 30, 2024 and transmit it to various parties as required by the Dissolution Act and AB 1484.

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference.

**Section 2. Approval of ROPS and Administrative Budget.** The Successor Agency hereby approves and adopts the ROPS and Administrative Budget covering the period July 1, 2023, through June 30, 2024, in substantially the form attached hereto as Exhibit A, as required by the Dissolution Act and AB 1484.

**Section 3. Posting; Transmittal to Appropriate Agencies.** The City Manager is hereby authorized and directed to post of copy of the ROPS and Administrative Budget on the City's website and transmit a copy of the ROPS and Administrative Budget to the Oversight Board for their approval and to the offices of the Fresno County Auditor-Controller, the Fresno County Executive Officer, and the State Controller's Office.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Successor Agency, on the 19<sup>th</sup> day of December 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
RITA LOZANO, DEPUTY CITY CLERK

STATE OF CALIFORNIA     )  
COUNTY OF FRESNO         ) ss.  
CITY OF FIREBAUGH         )

I, RITA LOZANO, hereby certify that I am the duly appointed City Clerk of the City of Firebaugh, and that the foregoing resolution was duly adopted at a regular meeting of the Successor Agency held on the 19<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Rita Lozano, Deputy City Clerk

**EXHIBIT A**

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE 23-24**

**AND**

**ADMINISTRATIVE BUDGET**

**July 1, 2023 through June 30, 2024**

**Firebaugh Successor Agency Administrative Budget (Fiscal Year 2023-24)**

**External Consultants**

Attorney Costs	\$	7,000
Annual Audits		7,000
Consultant Costs		20,000
	\$	34,000

**Successor Agency Expenses**

Salaries and Benefits		35,500
	\$	35,500

<b>Estimated Grand Total</b>	<b>\$</b>	<b>69,500</b>
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**FY 2022-23 Administrative Activities**

County AC and OB Correspondence/Coordination	Successor Agency Staff, RSG, Legal Counsel
State DOF Correspondence/Coordination	Successor Agency Staff, RSG, Legal Counsel
Prepare ROPS	Successor Agency Staff, RSG, Legal Counsel
Prepare Admin Budget	Successor Agency Staff, RSG, Legal Counsel
Management of Dissolution Activities	Successor Agency Staff, RSG, Legal Counsel
Annual Audit	Bryant Jolley
Manage/Monitor Finances	Successor Agency Staff, RSG
Agenda/Minutes/Brown Act Records Assistance	Successor Agency Staff

[illegible]

**Firebaugh Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances**  
**July 1, 2020 through June 30, 2021**  
**(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see <a href="#">Cash Balance Tips Sheet</a>							
A	B	C	D	E	F	G	H
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other</b>	<b>RPTTF</b>	
	<b>Cash Balance Information for ROPS 20-21 Actuals (07/01/20 - 06/30/21)</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>
1	Beginning Available Cash Balance (Actual 07/01/20)				78,928	342,469	F): \$11,869 in Other Funds never reclassified + \$63,164 in CRPF Fund 202 cash balance unspent + \$3,895 interest income from 19-20; G): 17-18 PPA of \$151,661 + 18-19 PPA of \$190,808 held for ROPS 21-22
2	Revenue/Income (Actual 06/30/21) RPTTF amounts should tie to the ROPS 20-21 total distribution from the County Auditor-Controller during June 2020 and January 2021.				1,435	418,193	F): \$1,435 in Interest Income; G): RPTTF Distribution ROPS 20-21 A&B
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)					562,689	G): RPTTF Expenditures
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				78,928	190,808	F): \$78,928 held for ROPS 22-23 Item # 22; G): 18-19 PPA of \$190,808 held for ROPS 21-22;
5	ROPS 20-21 RPTTF Balances Remaining (PPA)	No entry required				7,165	20-21 PPA
6	Ending Actual Available Cash Balance (06/30/21) C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 + 5)						
		\$ -	\$ -	\$ -	\$ 1,435	\$ -	





## STAFF REPORT

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**TO:** City Council  
**FROM:** Ben Gallegos, City Manager  
**DATE:** 12/19/22  
**SUBJECT:** Bi-Weekly - Staff Report

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### Meeting Attended:

1. New California Housing Laws.
2. CDBG waterline replacement project – preconstruction meeting.
3. Firebaugh Fire Station/Police station. The panels for the electricity should be in this week.
4. New Commercial Center on the north side of town.
5. Mid Valley Luncheon.
6. Habitat Greater Fresno Area meeting with Senator Caballero.
7. California Public Utilities Commission meeting with Senator Caballero.
8. Karl and I meet with Jeff Mancibo, to go over how to split his property for a potential housing development next to Diaz Street.

### Planning Commission:

We will be advertising for new planning commissioners due to two vacancies.

### Senior Center:

I'm happy to announce that we hired Norma Sanchez as our new Senior Center Coordinator. She comes with over 10 years of experience working with seniors.



## ***City of Firebaugh Public Works Department Staff Report***

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**To:** Mayor Brady Jenkins and City Council Members

**From:** Michael Molina, Public Works Director

**Date:** December 19, 2022 Council Meeting

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### **Water/Wastewater**

The operation department has been working on the following:

1. Day to day operations of treatment plants.
2. Responding to sewer plugs and service leaks.
3. Repaired discharge pipes Del Rio #2

### **Streets**

The Street Department has been working on the following:

1. Street Sweeper running extra to keep up with the falling leaves.
2. Repairing streetlights.
3. Assisted contractor with roof repair at new P.D.

### **Parks**

The Crew has been working on the following:

1. Began picking up leaves in the parks and around city facilities.
2. Installing new bar-b-que pits at Rodeo grounds park.

### **City Projects:**

1. Red Stone has begun replacing the sewer line on the 8<sup>th</sup> street project.
2. Emmett's Excavation will begin construction on new water line project on Zozaya St. 12/19/22



## FIREBAUGH POLICE DEPARTMENT

# Memo

**To:** Honorable Mayor Brady Jenkins and Council Members  
**From:** Salvador Raygoza, Police Chief  
**cc:** Ben Gallegos, City Manager  
**Date:** 12/19/2022  
**Re:** Staff Report

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### MONTHLY CRIME ANALYSIS:

This information provides a greater awareness to the Firebaugh community. The stats detailed below are merely a snapshot of the calls received by police dispatch. The Firebaugh Police Department strives to serve our community with compassion and best intentions.

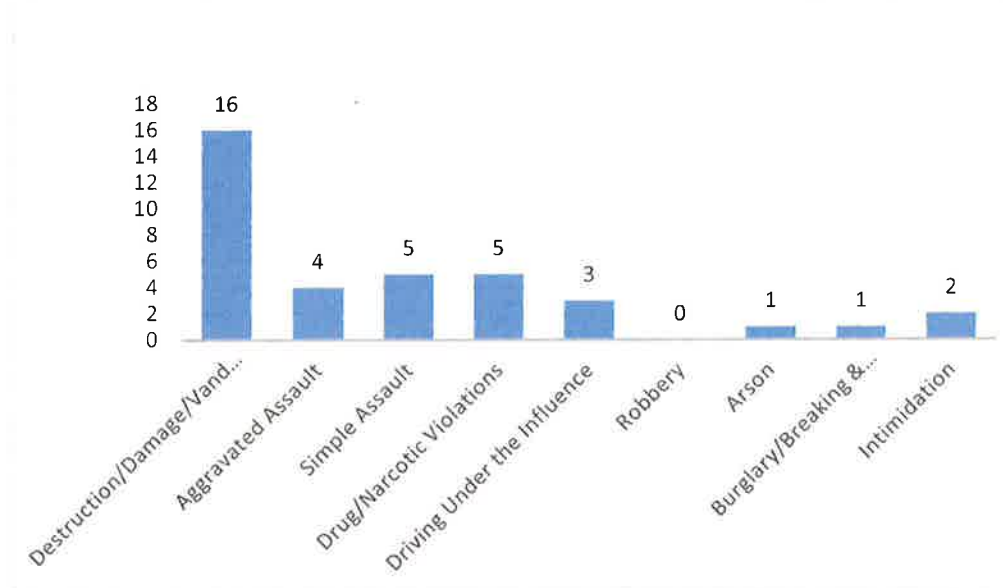
The month of November was relatively quiet in most crime areas, except around vandalism. We investigated sixteen gang related graffiti cases during the month. Officers are making progress in identifying the responsible parties spray painting gang monikers around the city and filing criminal charges. We have identified an upcoming group of juveniles who are identifying themselves as "sureno X3" gang members.

There was a drop in driving under the influence of alcohol compared to the last few months. People are getting the message that we are always looking for DUI drivers. Starting December 1, 2022, we will have extra patrol officers working over-time during the holidays looking for drunk drivers.

Our violent crime rate is stable with no major increase or decrease. I noticed that most of our aggravated assault cases are related to domestic violence arrests. I credit the low crime rate in these in violent crime, due to the hard work of every member of the Firebaugh Police Department and citizens in our community reporting all suspicious activity.

During the months of November 81 police reports were written, which can be classified as crime reports, incident reports, and traffic accidents. Most reports taken by this department are incident reports and non-criminal. Officers issued 111 traffic citations during month.

The month of November our dispatch center was busy with 430 phone calls requesting police services in our city and dispatchers were also busy on the radio with 276 self-initiated calls by officers. The busy days for our dispatch center during the month was Friday and Saturday.



## **TRAINING**

Officers have been attending their required perishable skills training with the Fresno County Sheriff Training Unit. Additionally, some officers are being sent to specialized trainings, such as traffic investigation, DUI investigations, interview technics and drug recognition.

# CITY OF FIREBAUGH



FRESNO COUNTY, CALIFORNIA

1133 "P" STREET  
FIREBAUGH, CALIFORNIA 93622-2547  
(559) 659-2043  
FAX (559) 659-3412

## STAFF MEMORANDUM

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**DATE: DECEMBER 15, 2022**  
**TO: CITY COUNCIL**  
**FROM: JOHN G. BORBOA, FIRE CHIEF**  
**SUBJECT: NOVEMBER 2022 DEPARTMENT STATISTICS**

### CITY OF FIREBAUGH

EMS	VEH. ACCIDENT	FIRE	FALSE	HAZARDOUS	ASSIST LAW
13	3	4	1	2	

### FRESNO COUNTY/CAL FIRE

5	1	5			
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DATE: DECEMBER 15, 2022

TO: CITY COUNCIL

FROM: JOHN G. BORBOA, FIRE CHIEF

SUBJECT: NOVEMBER 2022 DEPARTMENT STATISTICS

**TOTAL INCIDENTS NOVEMBER 2022** **39**

**TOTAL COMBINED MANHOURS CONTRIBUTED BY**  
**MEMBERSHIP FOR TRAINING/RESERVE SLEEPER** **196**  
**(DOES NOT INCLUDE INCIDENT TIME)**

FRESNO COUNTY/CAL FIRE