

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 23/12-04

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: December 4, 2023/6:00 p.m.

CALL TO ORDER

ROLL CALL

Mayor Felipe Perez
Mayor Pro Tem Elsa Lopez
Council Member Freddy Valdez
Council Member Silvia Renteria
Council Member Brady Jenkins

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

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

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

PRESENTATION

PUBLIC COMMENT

Any person or persons wishing to address the City Council on any matter that is not on the agenda may do so at this time. Individuals must limit their comments to three minutes. Issues raised during Public Comments are informational only and the Council cannot take action at this time. All comments should be directed at the Mayor and not at individual Councilmembers or staff members.

CONSENT CALENDAR

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

1. **APPROVAL OF MINUTES – The City Council special joint meeting on November 20, 2023.**
2. **WARRANT REGISTER – Period starting October 1 and ending on October 31, 2023.**

October 2023	General Warrants	#45005 - #45118	\$ 805,353.91
	Payroll Warrants	#72125 - #72148	\$ 234,709.22
	TOTAL		\$ 1,040,063.13

PUBLIC HEARING

3. **ORDINANCE NO. 23-02 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING SECTION 4-2.6.1 OF THE FIREBAUGH MUNICIPAL CODE RELATING TO ITINERANT BUSINESSES – TABLED TO DECEMBER 18, 2023.**

4. **RESOLUTION 23-49 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING TENTATIVE SUBDIVISION MAP 2023-01 (HABITAT FOR HUMANITY).**

Recommended Action: Council receives public comment & approves Res. No. 23-49.

NEW BUSINESS

5. **PROPOSAL AND CONSIDERATION OF A WATER/WASTEWATER RATE STUDY COMPLETED BY TUCKFIELD & ASSOCIATES.**

Recommended Action: Council receives public comment & give staff direction.

6. **RESOLUTION NO. 23-50 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH RETAIL STRATEGIES, LLC.**

Recommended Action: Council receives public comment & approves Res. No. 23-50.

7. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND APPROVE ELEMENT 7.**

Recommended Action: Council receives public comment & approves Element 7 proposal.

8. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER CHANGING FROM ONE TO TWO COUNCIL MEETINGS A MONTH.**

Recommended Action: City Council receives comments and takes action.

9. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER A PROCLAMATION OF DECEMBER 1ST AS MELANIE RIOS CAMACHO DAY.**

Recommended Action: City Council receives comments and takes action.

10. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER THE AIRPORT - COST AND FEES.**

Recommended Action: Council receives public comment & gives staff direction.

11. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER THE DUNKLE PARK - RESTROOMS.**

Recommended Action: Council receives public comment & gives staff direction.

12. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER THE DUNKLE PARK - SNACK BAR.**

Recommended Action: Council receives public comment & gives staff direction.

13. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER THE DUNKLE PARK - FRONT AND BACK PARKING LOTS.**

Recommended Action: Council receives public comment & gives staff direction.

14. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER THE DUNKLE PARK - BUILDINGS UP FRONT.**

Recommended Action: Council receives public comment & gives staff direction.

15. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER THE COUNCIL MEMBERS STIPEND.**

Recommended Action: Council receives public comment & gives staff direction.

16. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER A JOSH ALLEN SIGN.**

Recommended Action: Council receives public comment & gives staff direction.

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

17. **Government Code Section 54957**

PUBLIC EMPLOYEE EVALUATION: City Manager.

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 1, 2023, at 5:00 p.m. by Rita Lozano Deputy City Clerk.

SPECIAL MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 23/11-20

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: November 20, 2023/5:30 p.m.

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

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

ABSENT:

OTHERS: City Attorney Christina Di Filippo; City Manager, Ben Gallegos, Deputy City Clerk, Rita Lozano; Public Works Director, Michael Molina; Finance Director, Pio Martin; Police Chief, Sal Raygoza; Battalion Chief, Hector Marin; Gouveia Engineering, Mario Gouveia School Board Members, Abel Serrano, Fernando Campa, Deanne Crockett, Maria Ramirez, Eliseo Gamino & others.

PLEDGE OF ALLEGIANCE Council Member Valdez led pledge of Allegiance.

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT

Mr. Flores stated he's tired of this garbage, he paid \$17,000 of city fees regarding his property and now he's getting sued by the City of Firebaugh, we need to change people around here, that don't take advantage of the poor people.

INFORMATION ITEMS

a. West Hills College Update

Dean of Firebaugh District Bethany Matos provide an update, 93% of the students that attend the district applied for FAFSA admission and 87% received FAFSA, about 30 students have signed up for the JR. Falcon Program, and will receive a CPR certification, over 150 attended the Dia De Los Muertos. CALSOAP had about 400 Students visit the center, spoke with over 240 students through the outreach at the high school, dual enrollment is up 15% this fall, Measure K will fund a solar project. The college is rebranding with Lemoore, Coalinga, and Firebaugh so the colleges will distinguish the differences between the campuses and have different logos. Firebaugh is a center of Coaling WHC, not a college, yet, like Lemoore.

b. City of Firebaugh Update

A new McDonalds is opening, working with other businesses that are interested in, but can't provide the names. The Housing Authority is rebuilding the apartments, so there looking at 64 units, the Habitat for Humanity is building 17 homes, with a possibility of additional 10 more if funding is received, funding of \$200,000 to repair street crossing on Clyde Fannon and various other locations. City was awarded 6 million to repair the wastewater project, but it is a \$16 million project so we're waiting for additional funding, Dunkle Park is getting a remold, with new playground equipment, improvements to the basketball court and hoping to do additional repairs. Maldonado Park has been a very busy park, it's way overused, so we need to figure out how or when to close it to do some repairs. Caltrans will be working on the Highway Beautification; they are aware of the potholes. Police Chief Raygoza reported the following: Received complaints regarding 13th St and P St and crosswalks, over 500 cars use 13th street, it has recently dropped but it's heavily used. The department has used drone visibility. It can be dangerous when people pass on 7th street because they're running late, so an officer will be placed there to patrol. The department will relocate to the new police station on December 1st. Residents have been notified of the relocation, so everyone is aware. project was delayed due to transferring

the AT&T, comcast and PG&E wiring. Domestic Violence went up a few months ago but is going back down. I'd like to report that our community is still the safest. DUI incidents are increasing.

c. Firebaugh PD Update

i SRO Mid-Year Report

Introduced School Resource Officer Andrew Lopez, funded by the School District, BSCC Officer Rodolfo Tabares, officer for 7 years, grant to expire 5/30/2024, 7 grant is 50/50 assigned by the School, BSCC Officer Kevin Gillum, grant funded by the state, expires 5/31/2028, 50/50 assignment between the school and city. Officer work investigations, provide CPR training to students and worked with MAGIC, in the past three months, they've attended the school 173 times, completed 11 investigations, recovered guns, weapons, and drugs through their investigations. They've assisted with student harassment matters, attend football games and school presentations. Council Member Valdez recognized Officer Gillum for his work in connecting with students, one of the connections with a troubled student when he was in the 5th grade, he is currently in the 8th grade, and you can see the improvement he's made. Officer Lopez supported and made a change in a student when they were hungry and provide aid. Officer Tabares assisted a female a student that was interested in joining the cadet program but felt she didn't have a chance because she was female. Officer Tabares assured her and made her feel comfortable to fulfill her interest. Council Member Jenkins inquired about an SRO having a K9. Police Chief and School Board Member Serrano were in support of the idea.

d. District Update

i Bailey TK Facility Update

Contractor Bush representative attended the meeting, if anyone has questions on their project, on constructing 14 units at Biley, it the highest attendance for summer school. The project is estimated to take more than a year complete. The Football project has been delayed to future notice, the track and field project are on hold, last year the soccer tennis team was disrupted, and they had to go practice at another school after that team was done practicing. It was late and inconvenient to travel to Madera and back, it wasn't fair to them but the end the season with the Championship Title.

ii Bailey Parking Lot

The school would like to start a conversation about having the city pave the dirt area at the Dunkle Park, Parking has been an issue at Bailey, and it would help with drop off students, its city property, so we ask the city to consider it. The street becomes so narrow, the school has approached CCID about property along the canal to build additional parking, so the school may need assistance from the city to resolve the issue.

iii High School Parking lot Project by highway 33

The football parking lot has been an issue, many cars park along the street and there's been one incident of a child being hit because it is hard to see when cars park on both sides of the curb along that street.

iv Potential Housing Options

Glad to hear about the additional housing but need housing that it's for low income for teachers to living the community.

v American Heart Association

vi Future Joint Meeting Proposed Dates:

i.) February 15, 2024

ii.) April 18, 2024

iii.) August 29, 2024

FUTURE AGENDA ITEMS: Add K-9 discussion and Green Space to the next agenda Feb. 15., 2024.

BOARD MEMBERS & COUNCIL MEMBERS COMMENTS

Motion to approve a recess of 5 minutes at 7:32 p.m. by Council Member Renteria, second Council Member Valdez; motion passed by 5-0 vote.

Motion to approve a return and enter City Business at 7:42 p.m. by Council Member Valdez, second Council Member Jenkins; motion passed by 5-0 vote.

CITY BUSINESS

CONSENT CALENDAR

1. **APPROVAL OF MINUTES – The City Council regular meeting on November 6, 2023.**

Motion to accept consent calendar by Council Member Valdez, second Council Member Jenkins; motion passed by 5-0 vote.

PUBLIC HEARING

2. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO HOLD PUBLIC HEARING FOR CLOSEOUT OF 20-CDBG-CV2-3-00231 GRANT.**

Public Hearing Open at 7:43 p.m. – No comment given – Close Hearing at 7:44 p.m.

Motion to approve grant closeout by Council Member Lopez, second Council Member Renteria; motion passed by 5-0 vote.

3. **ORDINANCE NO. 23-02 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING SECTION 4-2.6.1 OF THE FIREBAUGH MUNICIPAL CODE RELATING TO ITINERANT BUSINESSES – TABLED TO DECEMBER 18, 2023.**

NEW BUSINESS

4. **RESOLUTION NO. 23-48 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF THE NEW POLICE STATION IMPROVEMENTS PROJECT, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY, AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO ARDENT GENREAL, INC.**

Recommendation is to accept the project as is, if there's any other issues it may be fixed under the one-year warranty, which starts 30 days after the Notice of Completion is recorded. The only outstanding item, the contractor will be replacing all of the awnings.

Motion to approve Res. No. 23-48 by Council Member Lopez, second Council Member Jenkins; motion passed by 5-0 vote.

STAFF REPORTS

- **Police Chief Sal Raygoza** – the department has been very busy, so will provide my staff report at the next meeting.
- **Battalion Chief, Hector Marin** – it's been a slow month on calls, which is good. Attended training a couple of weeks ago at the North Central Fire district, it's the first time got to attend to witness the explore program, with the high school ROP class. I was approached with something similar from one the teachers at our high school. I told him it's not something I'm looking at but would like in the future. This past week we held family Thanksgiving with the Fire Department, had some games, it was fun.
- **Public Works Director, Michael Molina** – we survived the 1st storm, the department went around to clean all the DI's and clean of the leaves in the gutters, and we're getting ready for the Christmas Parade. Started to put up the main streetlights decorations and we'll finish up in the next few days.
- **City Engineer, Mario Gouveia** – nothing to report.
- **Deputy City Clerk, Rita Lozano** – nothing to report.
- **Finance Director, Pio Martin** – reminder we'll be implementing late fees next month, on our water bills, letters were mailed out last month to inform residents, the 2nd notices will go out this month.

- **City Attorney, Christina Di Filippo** – nothing to report.
- **City Manager, Ben Gallegos** – attended a flood meeting with a lot of cities that had the same issue as us, very interesting and educational how other cities handled the matter. We were very fortunate to have our elected officials, that were willing to help us more than other communities with their elected officials. We all shared what we went through and discussed how we can help each other, they liked how we were very prepared with the study that was done and asked us how we did that. Wish everyone a Happy Thanksgiving.
- **Council Member Lopez** – just wanted to re-emphasize, that we don't thank our employees as often as we should, the employees, the staff or your dedication and the work that you put into the community and providing the services you do.
- **Council Member Renteria** – Thank you, staff, and Hector, including the volunteers for attending the Halloween event at the school, I wasn't here last week so I couldn't talk on the. Also, if the volunteers can attend the Jr. High School, with a candy program give away. Battalion Chief Marin advised the department wasn't invited to the event. We will try and get you invited; it was a great opportunity to meet the people. Thank you to everybody for all of your work, and just know, sometimes we don't say it as much as we should, but especially with the holidays, we need to thank our staff, because some of them are going and doing above and beyond things when they should be home with their families. The other think is, I know Councilmember Jenkins has brought it up before and there's been talk about it, but haven't seen it on the agenda, I just wanted to see if we can talk about Mr. Marin's PayScale. In the past, we said we were going to bring it back, and we never discussed it, so I was just wondering what happened with that. Is there a thought about bring it back to us, or was it just negotiated on your own? City Attorney De Filippo stated, "I recalled we approved the pay scale, and that the negotiation was going to be on an actual number." City Manager Gallegos added, "But if I'm not mistaken, that is personnel, not a council" City Attorney replied, "Correct".
- **Council Member, Jenkins** – that we still asked you to bring it back and put it on the agenda for discussion.
- **Council Member Valdez** – like my colleagues stated, tis is the only time we should be thankful for the benefits we all enjoy as community members, thank you for your dedication, we see a lot of it and we're blessed to have it. Hector, I fully support you with our ROP class. Moving forward, I think that's the direction we have to pursue and hopefully, follow with the Police Department. Again, what's better to teach the courses to our cadets than the people dealing with that, as you find your position, I fully encourage you to really think about that. It would be a great asset to the school district and to the community.
- **Council Member Perez** – Can you enlighten us about Mr. Flores's comments. City Manager Gallegos, informed Mr. Flores is not being sued, unpaid fines were placed on property tax rolls for collection, which was approved by City Council. The fines are over \$100,000, do to all the code violations at his property, he did pay \$17,000 for a site plan review to planning, and the violations haven't been corrected, it's been an issue for several years. Council Member Valdez added, several residents were offered and opportunity to work with the City Manager to address the violations and negotiate fees and fines, I believe most of the residents resolved the problems and received a reduction on what they owned. He had several opportunities to work with the city and council, fines and deadlines were extended serval times to work with him, but he chose not to. Thank everyone for what you are doing it's nice to see the kids are getting everything, since 5 to 6 years old. I know all the officers are doing a great job, everywhere I see them, they greet me and say hi, they're very friendly, thank you so much.

PUBLIC COMMENT

CLOSED SESSION

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

- ❖ *Motion to adjourn at 8:01 pm by Council Member Jenkins, second by Council Member Lopez, motion passes by a 5-0 vote.*



REPORT TO CITY COUNCIL
— **MEMORANDUM** —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: _____ November 20, 2023

SUBJECT: Warrant Register Dated: October 1, 2023 – October 31, 2023

RECOMMENDATION:

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

OCTOBER 1, 2023 – OCTOBER 31, 2023

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	# 45005 – #45118	\$ 805,353.91
PAYROLL WARRANTS.....	# 72125 – #72148	\$ 234,709.22

TOTAL WARRANTS..... \$ 1,040,063.13

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2023- OCTOBER 31, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
44945	10/11/2023	CARLOS TOMMY MONTANO	\$ (900.00)	Ck# 044945 Reversed
45005	10/2/2023	U.S. POSTMASTER	\$ 247.59	LATE NOTICES POSTAGE OCT2023
45006	10/3/2023	CITY OF FIREBAUGH	\$ 59,222.81	ME CHECK SEPTEMBER 2023
45007	10/4/2023	DANIEL FRAIJO	\$ 500.00	1 EXTRA HOUR MUSIC
45008	10/4/2023	U.S. POSTMASTER	\$ 1,113.84	UTILITY BILLING POSTAGE OCT23
45009	10/4/2023	CITY OF FIREBAUGH	\$ 145,810.88	PAYROLL ENDING 09/29/2023
45010	10/6/2023	ALEX E. MALDONADO	\$ 566.28	PYMT SETUP FOR CANTALOUPE
45011	10/6/2023	AAA BUSINESS SUPPLIES & I	\$ 14,423.63	POLICE DEPT EQUIPMENT
45012	10/6/2023	ANDERSON PUMP CO.	\$ 5,446.32	REPAIR 75 HP MOTOR RUSH
45013	10/6/2023	ARMSTRONG'S PET WORLD	\$ 54.11	K9 DOG FOOD KONA
45014	10/6/2023	AT&T	\$ 523.41	ALL DEPT TELEPHONE
			\$ 1,871.70	ALL DEPT INTERNET/TELEPHONE
		Check Total:	\$ 2,395.11	
45015	10/6/2023	SEBASTIAN	\$ 71.00	SENIOR CTR ALARM SECURITY
45016	10/6/2023	JULIO BARRIOS	\$ 300.00	HEALTH INSURANCE STIPEND
45017	10/6/2023	BIG G'S AUTOMOTIVE CENTE	\$ 262.48	REPLACE BROKEN INSIDE DOOR
			\$ 79.68	REPLACE DOOR HANDLE
			\$ 228.25	ENGINE DIAGNOIS REPLACE
			\$ 161.65	LEFT FRONT DOOR ADJUSTMEN
		Check Total:	\$ 732.06	
45018	10/6/2023	CAL VALLEY SECURITY	\$ 360.00	SECURITY VFW DURING CANTA
45019	10/6/2023	FERNANDO CAMPA	\$ 300.00	HEALTH INSURANCE STIPEND
45020	10/6/2023	ALIX STEPHANIE CHACON	\$ 300.00	HEALTH INSURANCE STIPEND
45021	10/6/2023	COMCAST BUSINESS	\$ 141.53	NEW PD INTERNET SERVICE
45022	10/6/2023	DEPARTMENT OF JUSTICE	\$ 226.00	FINGERPRINTS AUGUST 2023

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2023- OCTOBER 31, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45022	10/6/2023	DEPARTMENT OF JUSTICE	\$ 245.00	BLOOD ALCOHOL ANALYSIS
		Check Total:	\$ 471.00	
45023	10/6/2023	TAQUERIA DON PEPE	\$ 150.00	CANTALOUPE ROUND UP FOOD
45024	10/6/2023	ELITE UNIFORMS	\$ 324.75	PD PINK PATCHES
45025	10/6/2023	ENTENMANN-ROVIN CO.	\$ 239.65	PD C DOME BADGE
45026	10/6/2023	FERGUSON WATERWORKS #1	\$ 350.50	REP CLAMP
45027	10/6/2023	FIREBAUGH AUTO REPAIR	\$ 762.46	PD VEHICLE SERVICE BRAKES
			\$ 2,322.01	PD UNIT#4-SERVICE AND LAB
			\$ 65.00	UNIT#9 OIL AND FILTER SERVICE
			\$ 85.00	UNIT#7-AIR FILTER
			\$ 266.76	UNIT#9-CONTINENTAL BELT
		Check Total:	\$ 3,501.23	
45028	10/6/2023	FIREBAUGH MUSIC BOOSTER	\$ 576.00	CLEANING SERVICES 2023 CA
45029	10/6/2023	FRESNO CITY COLLEGE	\$ 150.00	INTERVIEW AND INTERROGATION
			\$ 122.00	FIELD TRAINING OFFICE
		Check Total:	\$ 272.00	
45030	10/6/2023	FRESNO OXYGEN	\$ 94.21	PW-SHOP
45031	10/6/2023	GRISWOLD LASALLE COBB D	\$ 6,500.00	LEGAL SERVICES THROUGH 09
			\$ 42.50	PITCHESS MOTION
			\$ 67.67	FILE MANAGEMENT-REMOTE AP
		Check Total:	\$ 6,610.17	
45032	10/6/2023	GUTHRIE PETROLEUM, INC.	\$ 3,917.17	BULK UNLEADED GASOLINE
			\$ 2,206.42	BULK UNLEADED GASOLINE
			\$ 2,503.92	BULK UNLEADED GASOLINE
		Check Total:	\$ 8,627.51	
45033	10/6/2023	HERWALDT MOTORSPORTS	\$ 2,004.62	PD UNIT#12 MOTORCYCLE
45034	10/6/2023	INDEPENDENT INVESTIGATIC	\$ 1,537.50	IA23-04 INTERNAL AFFAIRS
45035	10/6/2023	BRADY JENKINS	\$ 315.00	MONTHLY SALARY CITY COUNCIL
45036	10/6/2023	JOHN AVILA COMMUNICATIC	\$ 5,000.00	PD INSTALL FIRE RESISTANT

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2023- OCTOBER 31, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45037	10/6/2023	RODDY A. LAKE	\$ 251.59	POLICE MEDICAL RETIREE
45038	10/6/2023	SAMPSON LEE	\$ 300.00	HEALTH INSURANCE STIPEND
45039	10/6/2023	L.N.CURTIS & SONS	\$ 3,489.69	ROUTINE ANNUAL SERVICE
45040	10/6/2023	RACHEL LOPEZ	\$ 350.00	HEALTH INSURANCE STIPEND
45041	10/6/2023	SANDRA J. MARQUEZ	\$ 300.00	HEALTH INSURANCE STIPEND
45042	10/6/2023	MID-VALLEY DISPOSAL	\$ 325.40	WATER TREATMENT PLANT/CAN
			\$ 38,029.37	SERVICES PERFORMED SEPT2023
		Check Total:	\$ 38,354.77	
45043	10/6/2023	MISSION COMMUNICATIONS,	\$ 169.00	WWTP-KEY READER REPLACE
45044	10/6/2023	NORTHSTAR CHEMICAL	\$ 4,344.11	SODIUM HYPOCHLORITE
45045	10/6/2023	PAUL MAURER	\$ 52,733.75	2023 CANTALOUPE ROUNDUP
45046	10/6/2023	PECK'S PRINTERY	\$ 545.27	INSPECTION SHEETS
45047	10/6/2023	POLICE ACTIVITIES LEAGE	\$ 3,577.08	2023 CANTALOUPE ROUND UP
45048	10/6/2023	QUILL CORPORATION	\$ 138.19	PD TOILET PAPER
			\$ 70.93	CITY HALL OFFICE SUPPLIES
			\$ 306.61	ALL DEPT JANITORIAL SUPPLY
			\$ 152.22	NANCY'S PRINTER INK
			\$ 399.56	ALL DEPT JANITORIAL SUPPLY
			\$ 54.38	CITY HALL OFFICE SUPPLIES
			\$ 200.80	COMMUNITY CENTER-TOILET
			\$ 61.53	MICHAEL CORK BOARD FOR OFF
			\$ 32.38	CITY HALL 100 ENEVELOPES
			\$ 114.44	COMMUNITY CENTER-MOP BUCK
			\$ 414.56	COMMUNITY CTR-TOILET PAPER
			\$ 335.33	CITY HALL OFFICE SUPPLIES
		Check Total:	\$ 2,280.93	
45049	10/6/2023	SALVADOR RAYGOZA	\$ 200.00	CA BEVERAGE CONTROL LICENSE
45050	10/6/2023	SALVADOR RAYGOZA	\$ 350.00	HEALTH INSURANCE STIPEND
45051	10/6/2023	SILVIA RENTERIA	\$ 315.00	MONTHLY SALARY CITY COUNCIL

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2023- OCTOBER 31, 2023**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45052	10/6/2023	STATE FOODS SUPERMARKE	\$ 64.99	WATER FOR OFFICERS CANTAL
			\$ 5.90	WATER FOR OFFICERS CANTAL
			\$ 6.99	TOILET PAPER-PARKS
		Check Total:	\$ 77.88	
45053	10/6/2023	JACQUELINE TABARES	\$ 300.00	HEALTH INSURANCE STIPEND
45054	10/6/2023	TECH MASTER MANAGEMEN	\$ 40.00	PD PEST CONTROL
			\$ 40.00	PD PEST CONTROL
		Check Total:	\$ 80.00	
45055	10/6/2023	TEXT MY GOV	\$ 3,900.00	SOFTWARE MANAGEMENT
45056	10/6/2023	THE RADAR SHOP	\$ 376.00	PD RECERTIFIED RADAR UNIT
45057	10/6/2023	THOMASON TRACTOR COMP.	\$ 89.51	AUTOCUT/ENGINE OIL
45058	10/6/2023	THUNDER INFLATABLES, INC	\$ 1,259.10	DEPOSIT KIDS ACTIVITIES 2
45059	10/6/2023	TOP DOG TRAINING CENTER,	\$ 125.00	K9 TRAINING 9/18/2023
45060	10/6/2023	SCOTT TRIPPEL	\$ 1,100.00	CONTRACTED SERVICES BSCC
45061	10/6/2023	UNDERGROUND SERVICE ALI	\$ 300.00	2023 MEMBERSHIP FEE
45062	10/6/2023	ALFRED VALDEZ	\$ 315.00	MONTHLY SALARY CITY COUNCIL
45063	10/6/2023	ALBERTO VERDUZCO	\$ 300.00	HEALTH INSURANCE STIPEND
45064	10/12/2023	AQUA-METRIC SALES, CO.	\$ 9,151.25	REG TR/PL 1GAL
45065	10/12/2023	COMCAST	\$ 728.74	PD INTERNET #981037230
45066	10/12/2023	CORELOGIC SOLUTIONS, LLC	\$ 231.85	REALQUEST SEPTEMBER 2023
45067	10/12/2023	EKC ENTERPRISES, INC.	\$ 22,287.20	STANDARD SPPED HDMI CABLE
45068	10/12/2023	GRAINGER, INC.	\$ 785.27	PORTABLE CORD
45069	10/12/2023	MANUELS TIRE SERVICE, INC	\$ 74.35	TUBE
			\$ 195.48	TUBE
			\$ 958.36	TIRES
			\$ 24.26	VALVE STEM
		Check Total:	\$ 1,252.45	

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2023- OCTOBER 31, 2023**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45070	10/12/2023	PACIFIC GAS & ELECTRIC	\$ 65.40	FIRE DEPT #3228327255-0
45071	10/12/2023	CLAUDIA SOLIS	\$ 300.00	FACEBOOK AUGUST 2023
			\$ 240.00	FACEBOOK JULY 2023
			\$ 390.00	FACEBOOK SEPTEMBER 2023
		Check Total:	\$ 930.00	
45072	10/12/2023	STATE WATER RESOURCES C	\$ 215.00	CEASAR SIERRAS CERTIFICATION
45073	10/12/2023	SEAN STEVENS	\$ 1,194.50	DEPOSIT 6 CHARACTERS XMAS
45074	10/12/2023	THE SALVATION ARMY	\$ 17,654.23	HOT MEAL/FOOD DISTRIBUTION
45075	10/12/2023	DATAPATH	\$ 5,743.10	MONTHLY BILLING OCTOBER 23
			\$ 300.00	2ND INSTALLMENT PROFESSIO
		Check Total:	\$ 6,043.10	
45076	10/18/2023	SANTOS FORD	\$ 144,673.01	PURCHASE FORD F-550 VIN#1
45077	10/19/2023	CITY OF FIREBAUGH	\$ 149,689.86	PAYROLL ENDING 10/13/2023
45078	10/20/2023	ARTEMIO ROBERTO GARZA	\$ 11,105.00	POLICE RANGE LABOR/MATERIAL
45079	10/20/2023	AMAZON CAPITAL SERVICES	\$ 1,362.05	PD-OFFICE FURNITURE
			\$ 271.70	PD CHAIR/OFFICE EQUIPMENT
		Check Total:	\$ 1,633.75	
45080	10/20/2023	ARMSTRONG'S PET WORLD	\$ 140.70	K9 DOG FOOD KONA
45081	10/20/2023	AT&T	\$ 53.50	FIRE DEPT INTERNET
45082	10/20/2023	CIVICWELL	\$ 1,228.50	4-454 FIREBAUGH CONNECTIVE
45083	10/20/2023	CORBIN WILLITS SYSTEMS	\$ 1,203.47	ADMINISTRATION C/W SERVIC
45084	10/20/2023	CENTRAL VALLEY TOXICOLC	\$ 80.00	DRUG SCREENING
45085	10/20/2023	DEPARTMENT OF JUSTICE	\$ 49.00	FINGERPRINTS SEPTEMBER 20
			\$ 70.00	BLOOD ALCOHOL SEPTEMBER 23
		Check Total:	\$ 119.00	
45086	10/20/2023	DISH	\$ 89.36	SENIOR CENTER CABLE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2023- OCTOBER 31, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45087	10/20/2023	DIXIE LINDSEY	\$ 8.00	FIRE DEPT SHIRT PATCHES
45088	10/20/2023	FIREBAUGH AUTO REPAIR	\$ 260.00	PD UNIT#14 REPAIR
45089	10/20/2023	FRESNO COUNTY TREASUREI	\$ 67.10	PROCESSING SERVICES 7/1-9
45090	10/20/2023	FRESNO CITY COLLEGE	\$ 178.00	TRAFFIC COLLISION INVESTIGATE
45091	10/20/2023	LEAGUE OF CA CITIES SSJVD	\$ 750.00	2024 CITY MANAGERS CONF.
45092	10/20/2023	NOAH MARQUEZ	\$ 108.00	AMERICAN FIDELITY REFUND
45093	10/20/2023	MIGUEL'S PLUMBING SERVIC	\$ 920.00	PAL BUILDING MAIN SEWER LINE
45094	10/20/2023	PACIFIC GAS & ELECTRIC	\$ 2,363.99	FIRE DEPT #3247232548-2
45095	10/20/2023	GLORIA PACHECO	\$ 150.00	ENCLOSED AREA CLEANING DEP
45096	10/20/2023	CSG CONSULTANTS, INC.	\$ 1,512.28	BLDG & INSPEC OTHER SERVICE
45097	10/20/2023	QUINN COMPANY, INC.	\$ 235.35	PW-PARTS
45098	10/20/2023	RSG, INC.	\$ 862.50	FY23-25 SUCCESSOR AGENCY
45099	10/20/2023	JACQUELINE TABARES	\$ 161.68	AMERICAN FIDELITY REFUND
45100	10/20/2023	RICK TABARES	\$ 395.50	AMERICAN FIDELITY REFUND
			\$ 28.00	AMERICAN FIDELITY REFUND
		Check Total:	\$ 423.50	
45101	10/20/2023	ARACELI TOVAR	\$ 300.00	A/F HALL CLEANING DEPOSIT
45102	10/20/2023	TUCKFIELD & ASSOCIATES	\$ 6,825.00	WASTEWATER RATE STUDY SEP
45103	10/20/2023	UNITED RENTALS (NORTH AM	\$ 1,512.64	SCISSOR LIFT
45104	10/20/2023	DATAPATH	\$ 1,191.65	SWIRCH FOR CONFERENCE ROOM
45105	10/20/2023	VERIZON WIRELESS	\$ 38.01	BRAY'S TABLET INTERNET
45106	10/26/2023	A.M. PECHE & ASSOCIATES L	\$ 400.00	FILING CA DEBT AND INVEST
45107	10/26/2023	AT&T MOBILITY	\$ 824.66	CITY HALL/COUNCIL CELLPHO
45108	10/26/2023	COMCAST BUSINESS	\$ 141.53	FIRE DEPT INTERNET

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2023- OCTOBER 31, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45109	10/26/2023	MADERA COUNTY TAX COLL	\$ 3,627.62	WATER OPER TAX ON WELLS
45110	10/26/2023	DONAGHY SALES, LLC.	\$ 6,724.05	ALCOHOL CANTALOUPE ROUND
			\$ 977.85	ALCOHOL CANTALOUPE ROUNDU
			\$ 394.00	ALCOHOL CANTALOUPE ROUNDU
			\$ (4,138.20)	CREDIT ON ALCOHOL CANTALO
		Check Total:	\$ 3,957.70	
45111	10/26/2023	FIRST BANKCARD	\$ 508.82	BEN-RESIDENCE INN SACRAME
			\$ 10.93	BEN-UBER SACRAMENTO
			\$ 508.82	BEN-RESIDENCE INN FREDDY
			\$ 558.82	BEN-RESIDENCE INN SACRAME
			\$ 573.64	BEN-HYATT REGENCY RITA
			\$ 80.00	BEN-CHEVRON GAS SACRAMENT
			\$ 596.31	BEN-HI TORRANCE HABOR BEN
			\$ 22.72	BEN-INTEREST FEES
			\$ 224.28	PIO-FED EX
			\$ 5.00	PIO-DYN.COM
			\$ 35.48	PIO-HALO ABC'S PRELINARY
			\$ 22.59	PIO-INTEREST FEES
			\$ 330.00	PW-CA NV SECTION WEBINAR
			\$ 514.62	PW-SUPPLIES HOMEDEPOT
			\$ 396.35	PW-LOWES PARK SUPPLIES
			\$ 568.39	PW-HOMEDEPOT CANTALOUPE R
			\$ 227.10	PW-HOMEDEPOT CANTALOUPE R
			\$ 27.20	PW-AMAZON 9VOLT BATTERIES
			\$ 46.41	PW-AMAZON CITY HALL HALLO
			\$ 10.23	PW-AMAZON CITY HALL HALLO
			\$ 117.57	PW-HOMEDEPOT CANTALOUPE R
			\$ 189.84	PW-AMAZON FLAG POLE ROPE/
			\$ 92.80	PW-AMAZON TRASH BAGS
			\$ 376.19	PW-HOMEDEPOT CANTALOUPE R
			\$ 45.38	PW-AMAZON BATTERIES
			\$ 89.52	PW-BATTERIES AMAZON
			\$ 23.51	PW-AMAZON BATTERIES
			\$ 35.76	PW-INTEREST FEES
			\$ 29.53	PW-AMAZON TONER
		Check Total:	\$ 6,267.81	
45112	10/26/2023	GOUVEIA ENGINEERING, INC.	\$ 383.25	720.01 PLANNING GENERAL
			\$ 94.50	725.01 PUBLIC WORKS GENER
			\$ 813.75	725.14 FLOOD PLAN MANAGEM
			\$ 1,475.00	730.09 SRF WWTIP DESIGN
			\$ 2,903.25	740.15D Q ST & 7TH ST WAT

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS OCTOBER 1, 2023- OCTOBER 31, 2023

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45112	10/26/2023	GOUVEIA ENGINEERING, INC.	\$ 40.76	745.25D CML-5224(023) POS
			\$ 427.90	745.28D CML-5224(026) ALL
			\$ 876.23	745.29C STPL-5224(027) J
			\$ 40.76	745.35D STPL-5224(028) 12
			\$ 173.25	745.36C 22/23 CONCRETE IM
			\$ 81.38	785.32 LA JOYA COMMONS SI
			\$ 5,282.76	795.03 CMAQ APPLICATIONS
			\$ 1,512.00	795.11 STBG APPLICATIONS
		Check Total:	\$ 14,104.79	
45113	10/26/2023	GRANITE CONSTRUCTION	\$ 500.00	WATER METER RENTAL DEPOSI
45114	10/26/2023	LIEBERT CASSIDY WHITMOR	\$ 252.00	PROFESSIONAL SERVICES THR
45115	10/26/2023	PACIFIC GAS & ELECTRIC	\$ 4,083.38	TOMA TEK #6759522333-9
45116	10/26/2023	CSG CONSULTANTS, INC.	\$ 4,653.00	HOUSE BUILDING SERVICES 8
45117	10/26/2023	QUILL CORPORATION	\$ 794.45	CITY HALL OFFICE SUPPLIES
45118	10/26/2023	SPARKLETTS	\$ 381.15	CITY HALL/SENIOR CTR/PD/P

FIREBAUGH CITY COUNCIL

STAFF REPORT

Date: December 4, 2023
To: Firebaugh City Council
From: Karl Schoettler, Planning Consultant
Subject: Tentative Subdivision Map 2023-01 (Habitat for Humanity) A request to establish a 17-lot Planned Unit Development subdivision at the existing San Joaquin Villas condominium project

Summary/Recommendation

The applicant is proposing to establish a 17-lot single family residential Planned Unit Development tentative subdivision map at the existing San Joaquin Villas condominium project. It is recommended the City Council take the following actions:

1. Ask for the City Planner to deliver the staff report;
2. Ask any questions of staff regarding the project;
3. Ask the applicant for a statement regarding the project;
4. Ask for a motion to approve the request by adopting Resolution 23-49.

Discussion/Analysis

The project is proposing a Tentative Subdivision Map to create a 17-lot Planned Unit Development subdivision at the existing San Joaquin Villas condominiums project located on N. Dos Palos Road, approximately 1,780± feet north of Clyde Fannon Road. Attachment "A" shows the project location and Attachment "B" is an aerial photo of the site.

The San Joaquin Villas was originally approved as a condominium project in 2007. The project was originally designed for 21 condominiums. After 10 units were built the economy faltered and the project has remained uncompleted ever since. Currently 11 undeveloped home sites remain vacant. The project would convert the site from condominiums into traditional lots (albeit smaller than required by the underlying "R-3" zone (Multi-Family Residential)).

The project was designed as a Planned Unit Development – meaning the developer requested and received approval for reductions in certain zoning standards, such as building setbacks and street design. The intent of the original project was for the project to provide affordable housing for Firebaugh residents. Unfortunately, the economy faltered and the project was never finished. In addition, other developers later entered the area market and have provided more traditional housing projects on larger lots, which have been preferred by most home buyers.

Several years ago the City made contact with the non-profit housing organization Habitat for Humanity who voiced interest in taking over the site and building new homes and also adding more parking to the site.

The proposed new project will convert the site from a single master parcel with 21 “airspace” condominiums into 17 lots along with streets and new parking lots (that will be owned by the City as public right-of-way) (see Attachment “C”).

Seven of the vacant home sites will be developed with a new single-family home on each lot. Four of the remaining lots will be developed with public parking lots, to add badly-needed parking to the project. A row of parking will also be installed along the front of the site (in an existing landscaped area) A total of 28 parking spaces will be added to the site (see Attachment “D”).

New homes to be developed will mirror the architectural style and appearance of the existing homes, with lap siding and articulated windows. Habitat for Humanity is a non-profit organization that assists communities in providing affordable housing. Of note, the organization requires families purchasing a home to contribute 500 hours toward construction of their dwelling. Home ownership within the subdivision will be limited to lower-income households.

The project will still carry the “Planned Unit Development” zoning designation, which allows flexibility with respect to zoning and development standards.

Proposed lot sizes will range from 2,058 square feet to 2,261 square feet. Accordingly, lot width and depth dimensions will also be smaller than required in the underlying R-3 zone. Building setbacks will also be reduced and include the following:

Front yards: 7 feet

Side yards: 3 feet (Street side yards will be 5 feet)

Rear yards 6 feet

Maintenance of the existing water, sewer and storm drain lines will be taken over by the City. The City will also maintain the streets and parking areas within the subdivision.

Planning Commission recommendation

The Planning Commission conducted a public hearing on this request on November 13, 2023. Following discussion, the Commission voted unanimously to recommend approval of the tentative subdivision map. In doing so, members of the Commission stated that they feel this presents an opportunity for the project to be completed and to be maintained properly.

Conclusion

The project has been reviewed by City staff including Public Works, Police, Fire, Engineering and Building Departments who have contributed conditions of approval that are listed in the attached resolution. With these conditions in place, it is recommended the City Council approve the project.

BACKGROUND INFORMATION

Applicant/ Habitat for Humanity Greater Fresno Area
 4991 E. McKinley Avenue, Suite 123
 Fresno, CA 93727

Property

Owner: Multiple owners. Habitat for Humanity has purchased the undeveloped homesites and common area lot

Location: The subject site is located on the east side of Highway 33 approximately 1,780 feet north of Clyde Fannon Road. The Assessor Parcel Numbers are 007-370-001, 007-370-002, 007-370-003, 007-370-004, 007-370-005, 007-370-006, 007-370-007, 007-370-008, 007-370-009, 007-370-010, 007-370-011, 007-370-012, 007-370-013, 007-370-014, 007-370-015, 007-370-016, 007-370-017, 007-370-018, 007-370-019, 007-370-020, 007-370-021 and a common lot.

Request: The applicant is requesting approval to convert the existing San Joaquin Villas condominium project into a 17-lot single family residential planned unit development tentative subdivision map. The project will also include seven "outlots" for public purposes, including parking and landscaping.

Site: The overall subject site contains approximately 1.6± acres) and is developed with 10 condominium units with 11 vacant sites remaining. Other improvements include streets, lighting, landscaping and utility connections.

Surrounding land uses are as follows:

North: Church
South: Vacant
East: Agriculture
West: State highway, railroad and agricultural processing facility

Zone: The site is zoned R-3 (PUD) (Multi-family residential (Planned Unit Development overlay)). Key development standards for the R-3 zone are as follows:

Front yard setback: 15 feet, minimum
Rear yard setback: 10 feet, minimum
Side yard setbacks:
 Street side yard: 10 feet, minimum
 Interior side yard: 5 feet, minimum
20 foot setback required for garage or carport when designed for backing vehicle onto the street
Distance between
structures same lot: 10 feet, minimum
Lot coverage: 80 percent
Building height: 25 feet/2 stories, maximum
Parking: Two spaces per dwelling

Surrounding zone classifications are as follows:

North: R-3 (Multi-Family Residential)
South: R-3 (Multi-Family Residential)
West: M-1 (Light Industrial)
East: R-3 (Multi-Family Residential)

General Plan: The subject site is currently designated "Medium-High Density Residential" by the Land Use Element of the Firebaugh General Plan. The R-3 zone is consistent with the land use designation.

Access: Access to the site is provided by North Dos Palos Road (State Highway 33). This roadway is designated an Arterial street by the Circulation Element of the Firebaugh General Plan. In the vicinity of the site this street features one travel lane in each direction along with gravel shoulders. Ultimate design improvements call

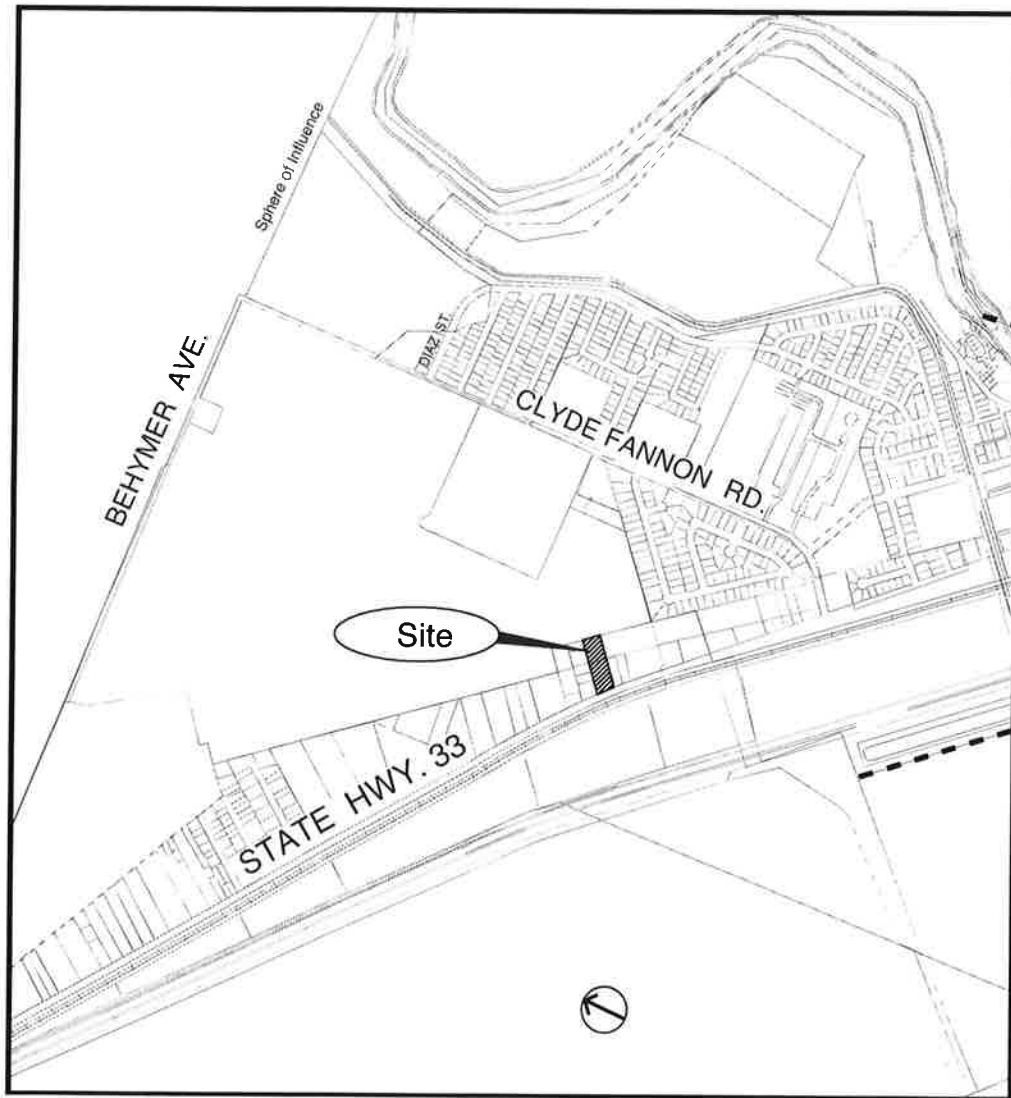
for this roadway to have two travel lanes and a parking lane in each direction, along with curbs, gutters and sidewalks.

Infrastructure: There are existing water, sewer and storm drain lines that run past the site under North Dos Palos Road.

Services: Police and fire protection are provided by the City of Firebaugh.

Environmental: The project is categorically exempt from review under the Guidelines of the California Environmental Quality Act per Section 15332 (infill projects).

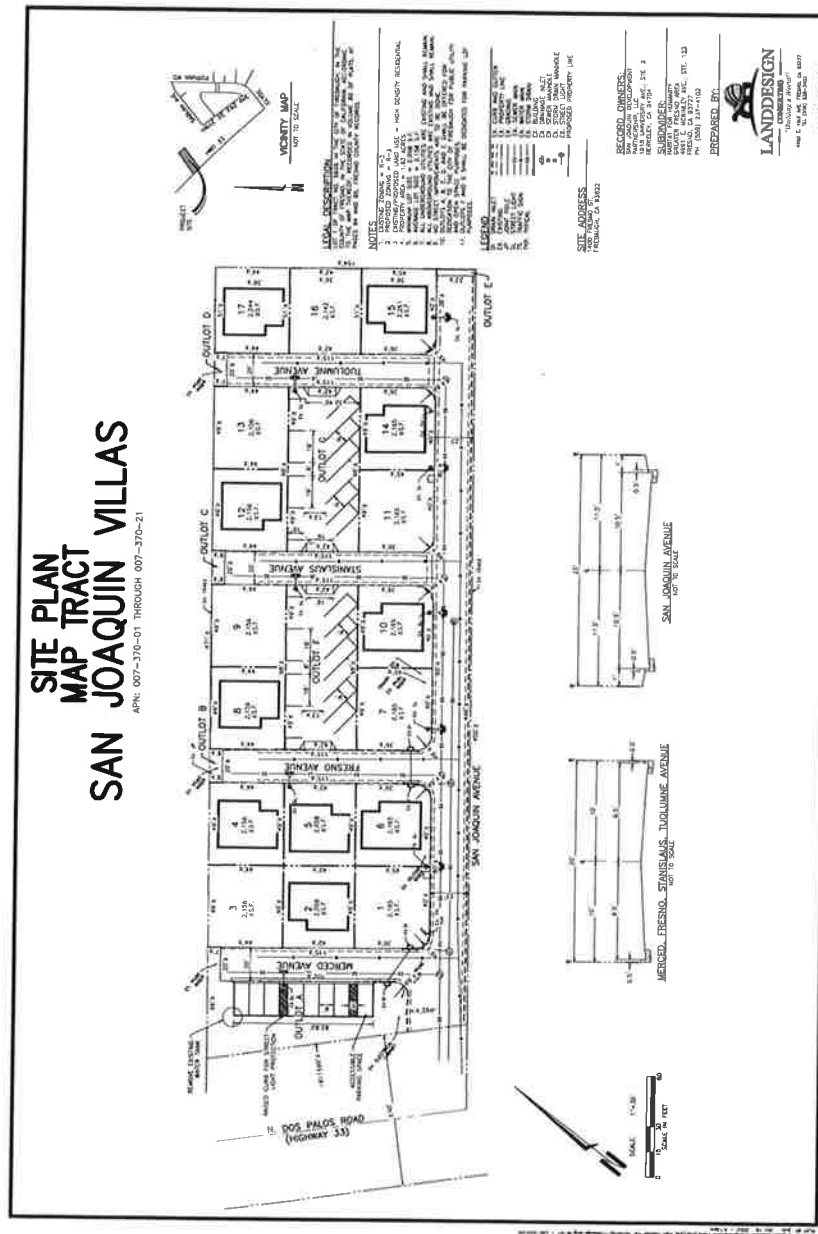
Attachment "A": Location Map



Attachment “B”: Aerial Photo



Attachment D: Parking Lots Design Diagram



RESOLUTION 23-49

**BEFORE THE CITY COUNCIL
CITY OF FIREBAUGH
COUNTY OF FRESNO, STATE OF CALIFORNIA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING
TENTATIVE SUBDIVISION MAP 2023-01 (HABITAT FOR HUMANITY)**

WHEREAS, a request was submitted by Habitat for Humanity Greater Fresno Area, 4991 E. McKinley Avenue, Suite 123, Fresno, CA 93727 to approve a Tentative Subdivision Map for a 1.7-acre site located on the east side of State Highway 33, approximately 1,780 feet north of Clyde Fannon Road, (Assessor Parcel Numbers are 007-370-001, 007-370-002, 007-370-003, 007-370-004, 007-370-005, 007-370-006, 007-370-007, 007-370-008, 007-370-009, 007-370-010, 007-370-011, 007-370-012, 007-370-0013, 007-370-0014, 007-370-015, 007-370-016, 007-370-017, 007-370-018, 007-370-019, 007-370-020, 007-370-021) and

WHEREAS, the site is currently designated “High Density Residential” by the Land Use Element of the Firebaugh General Plan, and is zoned “R-3 (PUD)” (Medium High Density Residential (Planned Unit Development)) on the official zoning map of the City of Firebaugh, and

WHEREAS, the subdivision proposes the creation of 17 lots and seven Outlots for public uses including parking and landscaping, and

WHEREAS, consistent with the “PUD” (Planned Unit Development) overlay zone, the project proposes deviations from certain zoning standards of the “R-3” zone, as follows:

- a. Lot sizes will range from 2,081 square feet to 2,248 square feet.
- b. Lot widths will range from 42.47 feet to 44.53 feet.
- c. Lot depths will range from 49 feet to 51 feet.
- d. Front yard setbacks will be approximately 7 feet.
- e. Side yard setbacks will be 3 feet. Street side yards will be 5 feet.
- f. Rear yard setbacks will be 6 feet.

WHEREAS, property owners within 300 feet of the subject site were notified of the City Council’s meeting and a public hearing notice was published ten (10) days prior to the City Council’s meeting, and

WHEREAS, the Planning Department has prepared a staff report and environmental finding, and

WHEREAS, the City Council held a public hearing on this application and accepted testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented, determined the following findings were relevant in evaluating this project:

1. The project is consistent with the Firebaugh General Plan and Zoning Maps, as amended.
2. The project will not have a significant impact on the environment and a Notice of Exemption has been prepared consistent with Section 15332 (Infill Projects) of the Guidelines of the California Environmental Quality Act.
3. The project will not have an adverse impact on the health, safety, and welfare of residents in the neighborhood or community.

NOW, THEREFORE BE IT RESOLVED THAT Tentative Subdivision Map 2023-01, as shown in Exhibit "A", is approved subject to the following conditions:

1. Label the tentative map with the corresponding tract map number as provided by the City Planner.
2. Show and properly identify the width and location of any missing public or private easements within and around the proposed subdivision.
3. Show the highest numbered lot circled.
4. Label the streets or add a statement they are being dedicated to the City of Firebaugh for public access and maintenance purposes.
5. Delete labels for Outlot B, Outlot C, Outlot D, and Outlot E and merge these Outlot areas to the street dedications.
6. Label the underground utilities and streetlights or add a statement that they are being dedicated to the City of Firebaugh for public purposes.
7. Add a statement Outlot A, Outlot F, and Outlot G are being dedicated to the City of Firebaugh for public parking lot purposes.
8. Show and label easements for the streetlights.
9. Show the distance and bearings for the full subdivision boundary and the existing street centerlines.
10. Show and label all proposed and existing water and sewer services to each lot.
11. Show and label all proposed and existing driveway approaches to each lot.
12. Show and label the as-built structural sections for the subdivision streets.
13. Show and properly identify Center Line Monuments on the map at all locations required by the City Standards.
14. Revise the map to show all other applicable requirements under the Tentative Subdivision Map - Conditions of Approval below.
15. All minimum conditions of subdivision approval in the City of Firebaugh Subdivision Ordinance are included by reference.
16. The subdivision map shall comply with all provisions of the Subdivision Map Act
17. Approval of the Tentative Map is subject to all required California Environmental Quality Act studies and corresponding mitigation measures as determined by the City Planner.
18. Approval of the Tentative Map is subject to all zoning and land use requirements as determined by the City Planner.
19. Prior to approval of the Final Map and recording thereof, the Subdivider shall:
 - a. Dedicated for acceptance by the City Council all existing infrastructure for the subdivision including streets, underground utilities, and all other applicable surface improvements for public purposes.
 - b. Construct all missing public improvements or provide the required surety for the construction thereof for acceptance by the City Council.
 - c. Provide all necessary dedications for right of ways and easements to the City of Firebaugh, public utility companies, and other affected agencies.
 - d. The Subdivider shall dedicate a Use Easement for the storm basin to the City of Firebaugh.

20. Prior to approval of the Final Map, improvement plans for parking lots, driveway approaches, utility services, street center line monuments, erosion control and other required improvements shall be submitted for the City Engineer's approval.
21. Public improvements shall conform to the latest edition of the City of Firebaugh Improvement Standards except as permitted by any zoning and land use approvals for this project and any modifications thereto approved by the City Engineer. The work shall comply with all applicable State, Federal, and local laws, and regulations.
22. A soils report prepared by a California registered geotechnical engineer shall be submitted to the City Engineer as part of the improvement plans. The soils report shall include recommendations for the structural sections for parking lots, excavation, compaction, clearing, and grubbing requirements.
23. Prior to approval of the improvement plans, Subdivider shall file all required documents with the San Joaquin Valley Air Pollution Control District for construction activities pursuant to Regulation VIII (Rules 8011-8081).
24. Prior to the issuance of any grading and encroachment permits, Subdivider shall pay the permit fee, plan check and inspection fees, and furnish improvement securities pursuant to the City's improvement standards, municipal code, ordinances, and California Subdivision Map Act.
25. Prior to the issuance of a building permit, Subdivider shall pay all development impact fees as specified and pursuant to the City's municipal code, ordinances, and resolutions. The fee assessment shall include all applicable fees for Public Facilities, Police, Fire Protection, Streets, Water, Sewer, Storm Drainage and Parks. Fees shall be paid at the time of the issuance of each permit.
26. The proposed parcels shall be annexed to the Landscape and Lighting Maintenance District and any other applicable assessment districts for the City of Firebaugh.
27. Provide utility services to each lot including electric power, gas, telephone, and cable television. Construct all proposed utilities underground within the street rights of way or public utility easement.
28. Subdivider shall comply with all flood hazard requirements for all newly created lots pursuant to the City of Firebaugh Floodplain Management Regulations.
29. The location and installation of mailboxes shall be approved by the US Postmaster and the City of Firebaugh.
30. The names for the subdivision streets are subject to approval by the City of Firebaugh.
31. The existing and proposed rights of way and easements shown on the Tentative Map shall be preliminary until the Final Map is reviewed and approved by the City Engineer.
32. Subdivider shall coordinate and obtain all required permits and approvals as applicable from Caltrans, Fresno County and any other stakeholders affected by the work.

Subdivision Public Improvements

Streets

33. Subdivider shall dedicate to the City of Firebaugh the existing street improvements and the 20-ft street right of way pattern for Merced Avenue, Fresno Avenue, Stanislaus Avenue and Tuolumne Avenue per the Tentative Map. The street improvements dedicated for acceptance shall include the roadway pavement, curb, gutter, and intersection cross gutters. Any existing and proposed driveway approaches shall remain privately owned. The right of way dedication for these streets shall extend to the property line.
34. Subdivider shall dedicate to the City of Firebaugh the existing street improvements and the 23-ft street right of way pattern for San Joaquin Avenue per the Tentative Map. The street improvements dedicated for acceptance shall include the roadway pavement, curb, gutter, and intersection cross gutters. The right of way dedication for this street shall extend to the property line.
35. Subdivider shall dedicate to the City of Firebaugh the existing streetlights within a City-approved easement.
36. Subdivider shall install street centerline monuments for all the dedicated streets pursuant to the City Improvement Standards and Sections 8771 (a-f) of the Business and Professions Code of California.

Water System

37. Subdivider shall dedicate to the City of Firebaugh the existing water infrastructure for the subdivision including the underground pipelines, fire hydrants, water valves and covers, water meters and boxes.
38. The existing and proposed water services shall be sized to meet domestic and fire protection demands and shall include shutoff valves, corporation stops, and water meters. Subdivider shall incorporate water recirculation for residential sprinkler system at the water service or onsite plumbing as applicable.
39. The existing and proposed water meters and the fire hydrants shall be located within a City-approved easement.
40. Construct any missing water services pursuant to the City Improvement Standards. Subdivider shall cap any unused existing services at the property line.

Sewer System

41. Subdivider shall dedicate to the City of Firebaugh the existing sewer infrastructure for the subdivision including the underground pipelines, manholes and covers, and property line cleanouts.
42. The existing and proposed property line cleanouts shall be located within a City-approved easement.
43. Construct any missing sewer laterals pursuant to the City Improvement Standards. Subdivider shall cap any unused existing laterals at the property line.

Storm Drainage

44. Subdivider shall dedicate to the City of Firebaugh the existing storm drain infrastructure for the subdivision including the underground pipelines, manholes and covers, and drain inlets.
45. Storm runoff from lots shall be collected and conveyed thru pipe curb drains per the City Improvement Standards.
46. Storm runoff from the subdivision shall be conveyed to the existing privately-owned and maintained storm basin. Subdivider shall grant and cause the dedication of an easement to the City of Firebaugh for disposal of street runoff into the private storm basin.

Parking Lots

47. Construct the proposed parking lots pursuant to the City Improvement Standards. Subdivider shall dedicate the parking lots to the City of Firebaugh for public purposes. Maintenance costs for the parking lots shall be paid for from assessment fees to be collected from the proposed subdivision lots. Further the proposed public parking areas shall be improved with landscaping, consistent with City requirements, including the establishment of shade trees sufficient to provide 50% shading of parking areas within 15 years.

NOW, THEREFORE BE IT RESOLVED THAT Tentative Subdivision Map 2023-01, as shown in Exhibit "A", is hereby approved by the Firebaugh City Council.

The foregoing resolution was adopted upon a motion of Council member _____, second by Council member _____, at a regular meeting of the Firebaugh City Council on the 4th of December, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

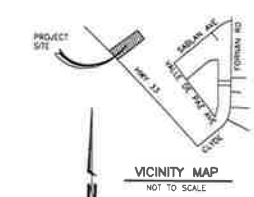
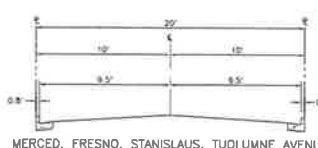
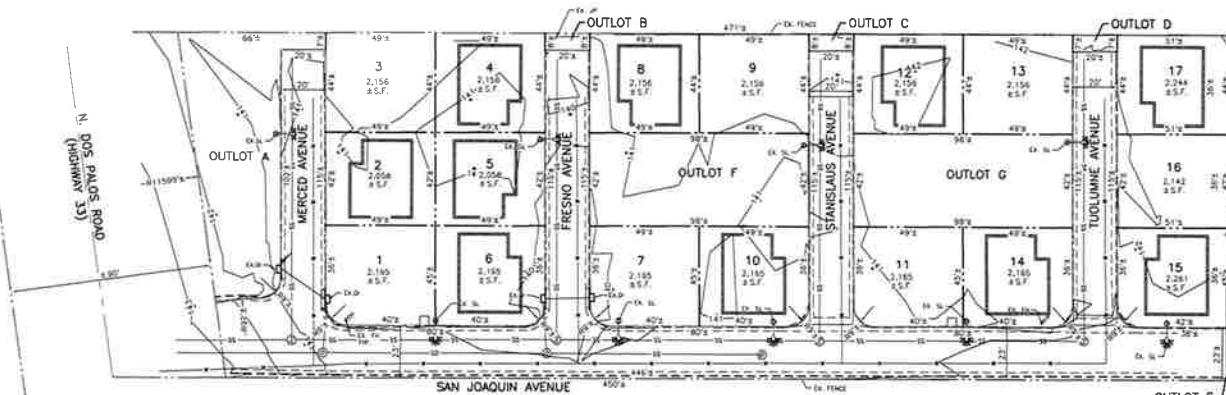
ATTEST:

Felipe Perez, Mayor
City of Firebaugh

Rita Lozano, Deputy City Clerk
City of Firebaugh

TENTATIVE SUBDIVISION MAP TRACT SAN JOAQUIN VILLAS

APN: 007-370-01 THROUGH 007-370-21



LEGAL DESCRIPTION

LOT 1 OF TRACT NO. 5926 IN THE CITY OF FIREBAUGH, IN THE COUNTY OF FRESNO, IN THE STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 80 OF PLATS, AT PAGES 84 AND 85, FRESNO COUNTY RECORDS.

NOTES

1. EXISTING ZONING = R-3
2. PROPOSED ZONING = R-3
3. EXISTING/PROPOSED LAND USE = HIGH DENSITY RESIDENTIAL
4. PROPERTY AREA = 1.63 ACRES
5. MINIMUM LOT SIZE = 2,058 S.F.
6. AVERAGE LOT SIZE = 2,156 S.F.
7. ALL UNDERGROUND UTILITIES ARE EXISTING AND SHALL REMAIN.
8. ALL ABOVEGROUND UTILITIES ARE EXISTING AND SHALL REMAIN.
9. NO STREET IMPROVEMENTS ARE TO BE DONE
10. OUTLOTS A, B, C, D, AND E SHALL BE OFFERED FOR DEDICATION TO THE CITY OF FIREBAUGH FOR PUBLIC UTILITY AND OPEN SPACE PURPOSES.
11. OUTLOTS F AND G SHALL BE DEDICATED FOR PARKING LOT PURPOSES.

LEGEND

DR. DRAIN INLET	EX. CURB AND GUTTER
EX. EXISTING	EX. PROPERTY LINE
JP. JOINT POLE	EX. CRACKING
SL. STREET LIGHT	EX. SEWER MAIN
TS. TRAFFIC SIGN	EX. WATER MAIN
TYP. TYPICAL	EX. STORM DRAIN
	EX. BUILDING
	EX. DRAINAGE INLET
	EX. SEWER MANHOLE
	EX. STORM DRAIN MANHOLE
	EX. STREET LIGHT
	PROPOSED PROPERTY LINE

SITE ADDRESS
1400 FRESNO ST
FIREBAUGH, CA 95822

RECORD OWNERS:

SAN JOAQUIN DEVELOPMENT
PARTNERSHIP, LLC
1918 UNIVERSITY AVE., STE. 2
BERKELEY, CA 94704

SUBDIVIDER:

HABITAT FOR HUMANITY
GREATER FRESNO AREA
4991 E. MCKINLEY AVE., STE. 123
FRESNO, CA 93727
PH. (509) 237-4102

PREPARED BY:

LANDDESIGN
CONSULTING
"Building a World"

4800 E. VALLEY AVE. FRESNO, CA 93727
TEL. (509) 538-3452

DATE: 08/5/2011

Exhibit "A": Proposed Tentative Subdivision Map

WATER AND WASTEWATER RATE STUDY

City of Firebaugh

Presented By:
Clayton Tuckfield PE
Tuckfield & Associates
December 2023





Purpose of Rate Study

- Evaluate sufficiency of existing water and sewer revenues to:
 - Provide funding for current and future operating, maintenance, and capital improvements
 - Meet minimum reserve level requirements
 - Meet legal obligations associated with outstanding debt
- Develop rates which will generate sufficient revenue to meet cost of providing essential water and wastewater services

Why Do Rates Change?

- Provide on-going financial support for enterprise systems
 - Salaries, benefits, electrical, chemicals, and other costs increase over time
- Provide for capital improvement needs
 - system replacements and improvements
- Maintain cash reserves
 - operating and capital
- Meet debt service coverage ratio requirements
- Enable the City to apply for state grants and loans

Operating and Capital Reserves (as of June 30, 2023)

- Operating Fund Reserve
 - 6 months (50%) of O&M expense (current City Goal)
- Capital Replacement Reserve
 - 50 percent of annual depreciation expense
- Emergency Capital Reserve
 - 3 percent of enterprise value

Reserve Type	Water		Wastewater	
	Reserve Balance	Reserve Target	Reserve Balance	Reserve Target
Operating Reserve	\$4,337,640	\$721,000	\$5,169,910	\$577,000
Capital Replacement Reserve	\$693,430	\$235,000	\$870,724	\$81,000
Capital Emergency Reserve	\$332,000	\$332,000	\$135,000	\$135,000
Total	\$5,363,070	\$1,288,000	\$6,175,634	\$793,000

Water System

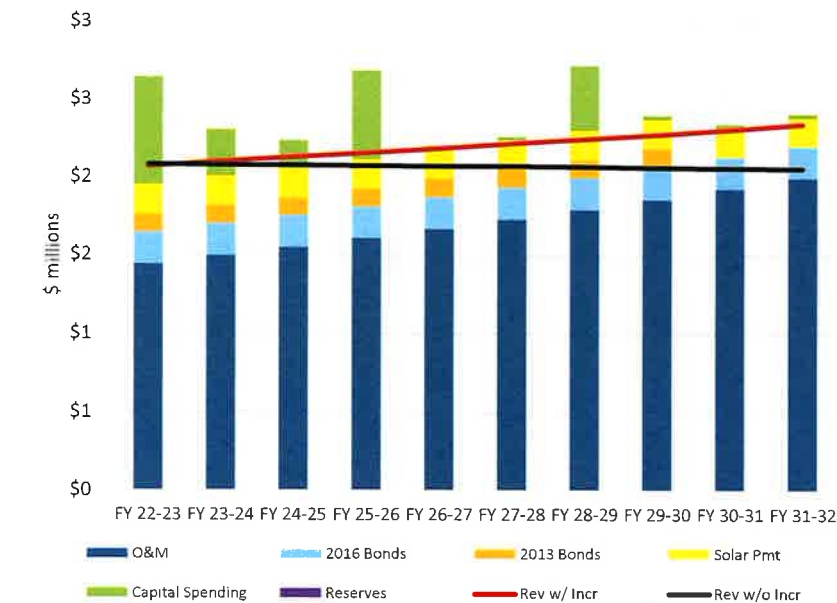
Water Capital Improvement Program

Project	FY23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Leaky Pipes Replacement	\$520,000				
Well Rehabilitation	\$150,000	\$150,000	\$150,000		
Well Filters				\$500,000	
Water Infrastructure Master Plan		\$120,000			
Water Meters	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Total	\$690,000	\$290,000	\$170,000	\$520,000	\$20,000

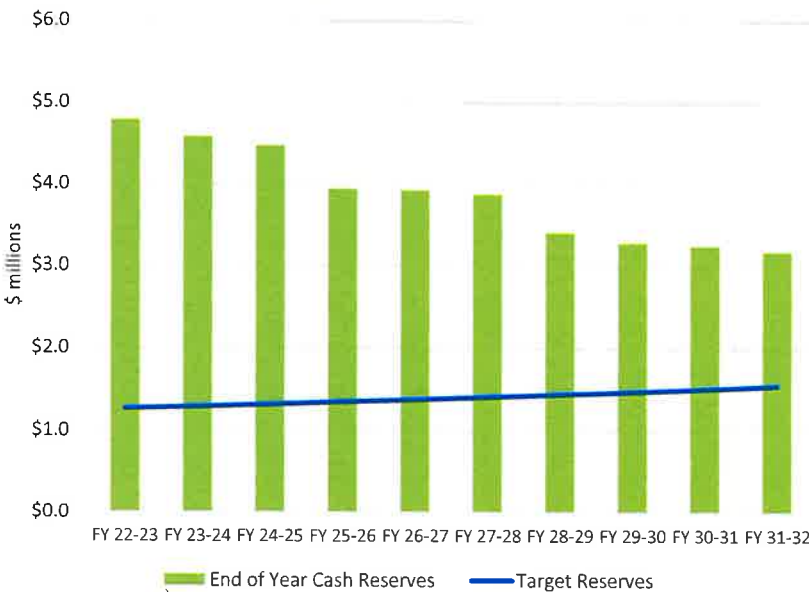


Water Enterprise – 1.4% Increase Annually

Water Financial Plan



End of Year Cash Reserves Versus Target Reserves



Debt Ratio 194% 186% 182% 171% 158% 151% 141% 127% 188% 174%

Proposed Water Fixed Monthly Charges

Classification		Current Rate	April 1, FY 23-24	January 1, FY 24-25	January 1, FY 25-26	January 1, FY 26-27	January 1, FY 27-28
All Customers Except Industrial		Fixed Charge (\$ per month)					
<u>Meter Size</u>							
1 inch and smaller		\$16.96	\$17.61	\$17.86	\$18.11	\$18.36	\$18.62
1-1/2 inch		\$25.80	\$26.71	\$27.08	\$27.46	\$27.84	\$28.23
2 inch		\$38.81	\$39.89	\$40.45	\$41.02	\$41.59	\$42.17
3 inch		\$93.66	\$93.99	\$95.31	\$96.64	\$97.99	\$99.36
4 inch		\$131.53	\$132.45	\$134.30	\$136.18	\$138.09	\$140.02
6 inch		\$260.62	\$264.92	\$268.63	\$272.39	\$276.20	\$280.07
Industrial							
	<u>Included Volume</u>						
2 inch	75	\$253.81	\$264.65	\$268.36	\$272.12	\$275.93	\$279.79
3 inch	100	\$338.41	\$352.87	\$357.81	\$362.82	\$367.90	\$373.05
4 inch	175	\$592.22	\$617.52	\$626.16	\$634.93	\$643.82	\$652.83
6 inch	325	\$1,099.83	\$1,146.82	\$1,162.87	\$1,179.15	\$1,195.66	\$1,212.40
14 inch	500	\$1,692.04	\$1,764.34	\$1,789.04	\$1,814.09	\$1,839.49	\$1,865.24
Public Housing Authority		\$39.04	\$37.96	\$38.49	\$39.03	\$39.58	\$40.13

Proposed Water Variable Charges

Classification	Current Rate	April 1, FY 23-24	January 1, FY 24-25	January 1, FY 25-26	January 1, FY 26-27	January 1, FY 27-28
Variable Charge (\$ per 1,000 gal)						
Single-family Residential						
Tier 1 - 0 to 7 units	\$1.67	\$1.77	\$1.79	\$1.82	\$1.85	\$1.88
Tier 2 - 8 to 15 units	\$2.07	\$2.06	\$2.09	\$2.12	\$2.15	\$2.18
Tier 3 - Over 15	\$2.77	\$2.46	\$2.49	\$2.52	\$2.56	\$2.60
Multifamily Residential	\$1.86	\$2.03	\$2.05	\$2.08	\$2.11	\$2.14
Commercial	\$1.86	\$2.03	\$2.05	\$2.08	\$2.11	\$2.14
Industrial (Charge Over Included Volume)	\$3.33	\$3.50	\$3.55	\$3.60	\$3.65	\$3.70
Public Authority/Schools	\$1.86	\$2.03	\$2.05	\$2.08	\$2.11	\$2.14
Landscape Irrigation	\$2.54	\$2.63	\$2.67	\$2.71	\$2.75	\$2.79
Las Deltas [1]						
Tier 1 - 0 to 5000 units	\$3.17	\$3.21	\$3.25	\$3.30	\$3.35	\$3.40
Tier 2 - 5001 and Over	\$3.49	\$3.54	\$3.59	\$3.64	\$3.69	\$3.74

[1] Contract rate.

Five-Year Projection of SFR Water Bill

SFR monthly Water Bill with 3/4-inch Meter at 10 kgal monthly (average)

First increase is different from financial plan due to cost of service adjustments in this year.



SFR Charges	Current	Proposed				
		Apr 1, 2024	Jan 1, 2025	Jan 1, 2026	Jan 1, 2027	Jan 1, 2028
Fixed Charges	\$16.96	\$17.61	\$17.86	\$18.11	\$18.36	\$18.62
Variable Charges	\$17.90	\$18.57	\$18.80	\$19.10	\$19.40	\$19.70
Total Charges	\$34.86	\$36.18	\$36.66	\$37.21	\$37.76	\$38.32
Dollar Change		\$1.32	\$0.48	\$0.55	\$0.55	\$0.56
Percent Change		3.8%	1.3%	1.5%	1.5%	1.5%

Water Bill Comparison with Other Communities

¾-inch meter @ 10 kgal per month



Wastewater System

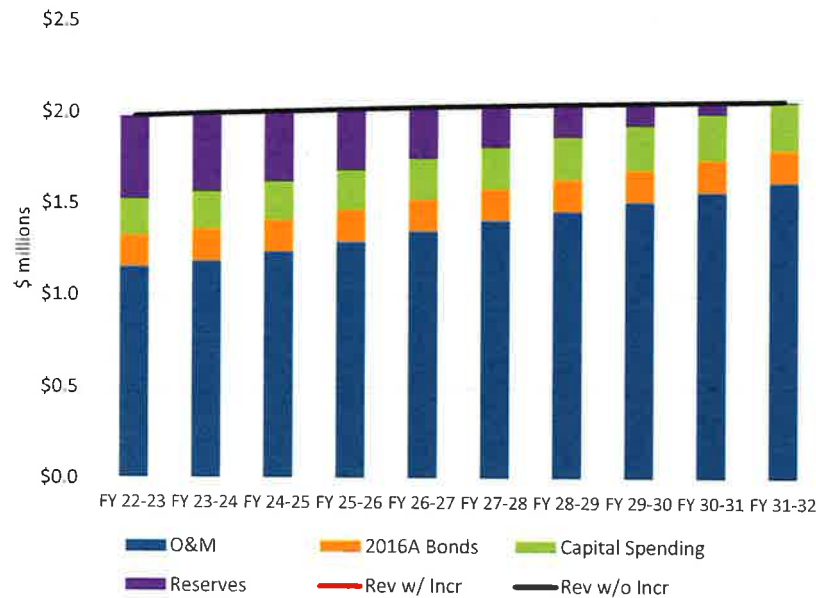
Wastewater Capital Improvement Program

Project	FY23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Replacement Projects	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Total	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000

- Master Plan Future Projects – not included in Rate Study
 - Downtown Alleys Pipeline Replacement - \$3.6M
 - Highway 33 Pipeline Replacement – \$6.1M
 - Treatment Plant Improvements – 19.2M

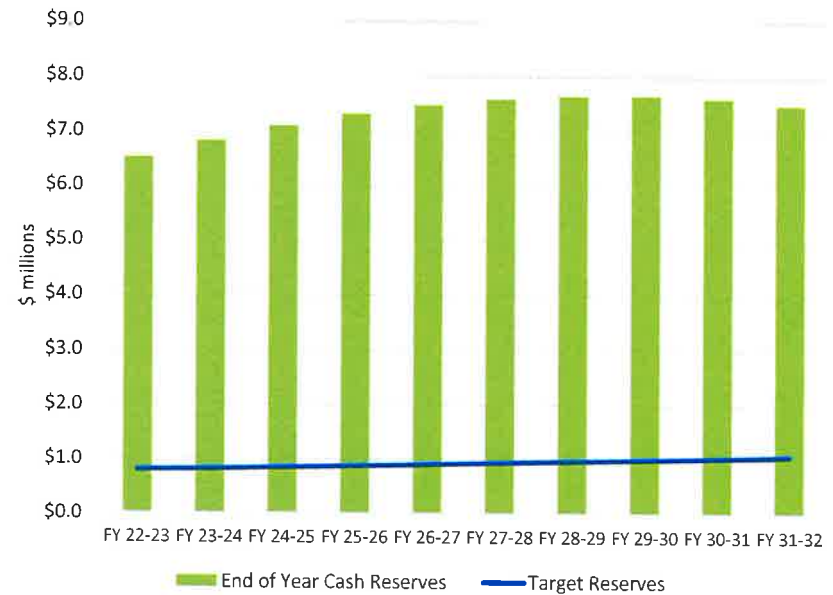
Wastewater Enterprise – No Increases Required

Wastewater Financial Plan



Rates implemented January 1 of each year.

End of Year Cash Reserves Versus Target Reserves



Target Reserves = 6 mo. O&M plus \$500k CIP Spending

Wastewater Bill Comparison with Other Communities



Proposed Timeline and Next Steps

Event	Date
Council Presentation on Rates	December 4
City Council Authorization	December 18
Proposition 218 Notices Mailed Out	before January 21
Public Hearing	February 19
Implement new Rates	April 1, 2024



QUESTIONS?



CTUCKFIELD@TUCKFIELDASSOCIATES.COM

Clayton Tuckfield PE

Tuckfield & Associates

RESOLUTION NO. 23-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AND
AUTHORIZING EXECUTION OF AN AGREEMENT FOR PROFESSIONAL
CONSULTING SERVICES WITH RETAIL STRATEGIES, LLC**

WHEREAS, the City of Firebaugh desires to hire the Retail Strategies, LLC to provide professional consulting services to identify the city's retail trade area; and

WHEREAS, Retail Strategies, LLC is a unique provider of professional consulting services in retail recruitment because of their professional skills and trained experience to provide such services; and

WHEREAS, the parties wish to enter into an Agreement for Professional Retail Recruitment Services, attached hereto as **Exhibit A**; and.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the City of Firebaugh hereby approves the attached Agreement for Professional Retail Recruitment Services, which is incorporated herein by this reference and authorizes the City Manager, Benjamin Gallegos, to execute the same on behalf of the City.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 4th day of December 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) City of Firebaugh, CA and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this, the 12 day of December, 2023 (the “Execution Date”), for the provision of professional consulting services, as more fully set forth below.

RECITALS:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional consulting services to the Client (the “Services”):

- A. **Research.** The Consultant will identify the Client’s retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.
- B. **In-Market Real Estate Analysis.** The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.
- C. **Retail Recruitment.** The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client Representative on retail recruitment efforts via email, telephone and the Consultant’s client web portal known as “Basecamp.” One market visit per calendar year is included in this agreement; additional travel outside of this agreement and requested by the Client shall be approved and paid for by the Client. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.

- D. Updates. The Consultant will provide the Client Representative with updates within three (3) business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. TERM. The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the second anniversary of the Execution Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term, at its option, for successive one-year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. CONSULTING FEE.

- A. Consulting Fee. In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to \$40,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year Two	Upon execution of this agreement	\$40,000

- B. Payment Default. If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including, but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.
- C. Non-Appropriation; Lack of Available Funds. The parties acknowledge that the Services to be performed under this Agreement are expected to extend beyond the Client's budgeted fiscal year. Notwithstanding any other provision of this Agreement, if, during the term of this Agreement, or any renewal term, if applicable, the Client's budget does not appropriate sufficient funds for this Agreement, then Client may elect to terminate this Agreement, at its sole discretion, by giving thirty (30) days' prior written notice of termination to Consultant. Upon termination of the Agreement under this section, Client shall have no further liability to pay any funds to the Consultant or to furnish any other consideration under this Agreement, and the Consultant shall not be obligated to perform any provisions of this Agreement or to provide services intended to be funded pursuant to this Agreement. If partial funds are appropriated or provided, Client shall have the option to either terminate this Agreement with no liability to the Client or offer an amendment to the Consultant to reflect the reduced amount. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. Consultant acknowledges that Client's budget decisions are subject to the discretion of the City Council.

4. **CLIENT INFORMATION AND ACCESS.**

- A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information. Consultant shall implement and maintain generally accepted industry standards and measures to protect data and information received from Client and shall comply with all applicable laws in the storage, use, and disclosure of such data and information. In the event that Consultant becomes aware of actual or potential unauthorized access or disclosure of Client data or information, Consultant shall immediately notify Client, and shall reasonably cooperate with Client's investigation of the incident.
- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the City Manager (the "Client Representative"), currently Ben Gallegos. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).
- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services, subject to City Council approval as may be required by state or local law.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports, including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION.**

- A. By the Client At-Will. The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. By the Client Upon the Consultant's Default. The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. By the Consultant At-Will. The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. By the Consultant Upon the Client's Default. The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Firebaugh, CA
1133 P St.
Firebaugh, CA 93622
[Email: bgallegos@firebaugh.ca.us](mailto:bgallegos@firebaugh.ca.us)
Attention: Ben Gallegos

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
[Email: sleara@retailstrategies.com](mailto:sleara@retailstrategies.com)
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. INDEMNIFICATION. Consultant shall defend, indemnify, and hold harmless Client and its agents, representatives, officers, consultants, employees, City Council, members of the City Council (collectively, the "Client Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to, attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, or its respective agents, subcontractors, or employees, in the performance of or failure to perform Consultant's obligations under this Agreement. The indemnification provided for in this Section 9 includes, without limitation to the foregoing, claims that may be made against Client based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided by or on behalf of Consultant pursuant to this Agreement, including, to the fullest extent permitted by law, claims of wage and hour violations of any kind, failure to secure workers' compensation insurance, or employment discrimination or harassment. Notwithstanding the foregoing, Consultant's indemnification for any Claims in this Section 9 shall be limited to the amount of the Consulting Fees paid or the insurance coverages required in Section 10, below.

10. STANDARD TERMS.

- A. Affiliated Services. The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the

Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.

- B. Applicable Laws. The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. Insurance. The Consultant and all affiliates of Consultant who provide services under this Agreement ("Affiliate") will carry the following insurance:
 - 1. Workers Compensation. Consultant/Affiliate shall carry such insurance as will protect Client and Consultant/Affiliate from claims under Workers Compensation and Employer's Liability Acts; such insurance to be maintained as to the type and amount in strict compliance with State statutes.
 - 2. General Liability. Consultant/Affiliate shall obtain and keep in full force and effect general liability insurance including provisions for contractual liability, personal injury, independent Consultants and broad form property damage coverages. This insurance shall be on a comprehensive occurrence basis form with a stand cross liability clause or endorsement. The limit for this insurance shall be no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 3. Automobile Liability. Consultant/Affiliate shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be no less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Within thirty (30) days of the date of this Agreement, the Consultant shall provide the Client with Certificates of Insurance demonstrating Consultant's compliance with the terms of this Section. Prior to engaging any Affiliates to provide services under or in connection with this Agreement, Consultant shall provide Client with Certificates of Insurance demonstrating Affiliate's compliance with the terms of this Section. All such certificates shall specify or endorse to provide that ten (10) days' notice shall be given in writing to the City of any cancellations.

- D. Third Party Beneficiaries. This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- E. Publicity. The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. Entire Agreement. This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. Further Assurances. Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. Force Majeure. Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. Limitation on Liability; Sole Remedy. Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement. Nothing in this Section 10(I) shall be interpreted as in any way limiting the Parties' rights and obligations under section 9.
- J. Amendment in Writing. This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. Binding Effect. This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. Captions. The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. Construction. This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.

- N. Prohibition on Assignment. No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. Waiver. Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. Survival. Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. Governing Law. This Agreement shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Fresno.
- R. Counterparts; Electronic Transmission: This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:

CITY OF FIREBAUGH, CA

By: _____
Name: _____
Title: _____
Date: _____

CONSULTANT:

RETAIL STRATEGIES, LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the "consultant") will provide to Firebaugh, CA (the "client").

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
10. Updates provided on retail industry trends
11. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule



ELEMENT 7

CALIFORNIA'S LOCAL CANNABIS RETAILER
STRICTLY CONFIDENTIAL



OVERVIEW

Business Summary

- Business launched in March 2022 becoming the first retail cannabis business in Firebaugh.
- Currently employ 10 people with 6/10 employees coming from the local Firebaugh community (other 4 are from nearby cities).
- No break-ins, no theft issues to date. Have worked closely with local law enforcement on several data / video log matters over the past 18 months to create a safer and better community.
- Business owners further investing into Firebaugh by purchasing the building premises in December 2023.
- Have delivered over \$150,000 of incremental taxes and support for non-profits in the local community since opening.
- Store is well-supported by local customers – has a solid 4.7 Google Maps rating.
- Industry remains challenged with high taxes, declining margins, broader macro-economic climate, reduced consumer spending, more stores opening in nearby communities. **Element 7 remains committed to Firebaugh.**



Element 7 Firebaugh



Expanding Operations through New Brands



EXPANDING OUR COMMUNITY ENGAGEMENT

Element 7 continues to work with a range of local events and causes, and is looking to continue to expand this through 2023 and into 2024. In addition to programs below we have also contributed:

- \$76,640.00 for Special Community Taxes based on square feet of operations (\$19,160.00 per quarter)
- 1% of all Sales for an additional Cannabis Tax = \$16,000 annually



\$1,000 Donation



\$2,000 Donation



10X Dinner Box Donation



\$7,000 Local Veterans: SB34 Program



SUPPORTING LOCAL SPORTS IN FIREBAUGH



\$500 Donation



\$500 Donation



\$500 Donation



\$500 Donation



MUSIC BOOSTERS

\$750 Donation



BUSINESS REQUEST

Business Request

- Looking to expand manufacturing and distribution operations after recently closing a deal to start selling cannabis goods into 20+ stores in California.
- Element 7 looking to scale up operations by producing 7 in-house brands that would be sold across all Element 7 stores / 20+ new accounts in CA.
- Would result in 2-3 new immediate full-time manufacturing / distribution jobs.
- Would also enable Element 7 to expand manufacturing hours to 2 x shifts a day to create an additional 2 longer-term new jobs.
- Production of in-house brands would allow us to also be more competitive on price against recently opened stores in Fresno, Merced, and new Madera stores opening in 2024. May lead to higher retail tax contributions.
- ***Requesting 0% distribution taxes so that we can confidently invest in expanding manufacturing in Firebaugh and open new job opportunities.***





ROBERT DIVITO

robert@e7ca.com
(312) 823 7638

ELEMENT 7





TO: Mayor Felipe Perez and Council Members
FROM: Pio Martin, Finance Director
DATE: December 04, 2023
SUBJECT: Airport 1st Quarter Review

Recommendation:

Council to discuss and give staff direction.

Summary:

Council Member Brady Jenkins, during council meeting October 16, 2023, under New Business item #4 requested an update on revenue and expense on Fund 016 – Airport.

Fiscal Impact:

None.

Attachment:

- A. Fund 016 – Airport – 1st Quarter Report

City of Firebaugh
1st Quarter Revenue, Salary, and Expenses
Fund 016 - Airport

Attachment "A"

Fund	Revenue	Description	July	August	September	Total for 1st Quarter
016	3006 *	Property Taxes	-	-	-	-
016	3504	Hanger Lease	90	180	180	450
016	3505	Use of Runway	1,400	1,400	1,400	4,200
016	3506	Tie Down Fees	40	40	40	120
016	3850 **	State Aid For Aviation	-	-	-	-
Total Revenue 1st Quarter			1,530	1,620	1,620	4,770

Fund	Department	Expense Description	July	August	September	Total for 1st Quarter
016	4190	1000 Salaries	710	634	582	1,926
016	4190	1010 Fica	53	47	43	142
016	4190	1013 Retirement	153	135	107	395
016	4190	1015 Workers Comp	204	-	204	409
016	4190	1022 Unfunded Liability	58	58	58	175
016	4190	1025 Medical Insurance	113	138	113	364
016	4190	1026 Dental Insurance	7	9	7	23
016	4190	1027 Vision Insurance	1	2	1	4
Total Salary Expenses 1st Quarter			1,300	1,021	1,116	3,438

Fund	Department	Expense Description	July	August	September	Total for 1st Quarter
016	4190	2502 Insurance	16,213	4,588	2,492	23,293
016	4190	2523 Telephone	27	27	17	71
016	4190	2526 Electricity / Gas	508	447	430	1,385
016	4190	2539 Internet Access	3	3	-	6
016	4190	3502 Attorney Fee	-	-	35	35
016	4190	3504 Corbin Willits Fee	61	-	61	123
016	4190	3506 Engineering	604	-	73	677
016	4190	3515 Computer Service Agreement	69	48	61	179
Total Expense 1st Quarter			20,086	7,156	5,401	25,769
Total Salary & Expenses 1st Quarter			21,386	8,178	6,518	29,206
Total Revenue minus Total Salary & Expense 1st Quarter			(19,856)	(6,558)	(4,898)	(24,436)

*City receives once a year around March or April. Average revenue \$6,500.

**City receives \$10,000 per year.