



CITY OF MENDOTA

“Cantaloupe Center Of The World”

ROLANDO CASTRO
Mayor

JESUS MENDOZA
Mayor Pro Tem

JOSE ALONSO

JOSEPH R. RIOFRIO

OSCAR ROSALES

AGENDA
MENDOTA CITY COUNCIL
Regular City Council Meeting
CITY COUNCIL CHAMBERS
643 QUINCE STREET
May 11, 2021
6:00 PM

CRISTIAN GONZALEZ
City Manager

JOHN KINSEY
City Attorney

The Mendota City Council welcomes you to its meetings, which are scheduled for the 2nd and 4th Tuesday of every month. Your interest and participation are encouraged and appreciated. Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda. **Please turn your cell phones on vibrate/off while in the council chambers.**

Any public writings distributed by the City of Mendota to at least a majority of the City Council regarding any item on this regular meeting agenda will be made available at the front counter at City Hall, located at 643 Quince Street Mendota, CA 93640, during normal business hours, 8 AM – 5 PM.

In compliance with the Americans with Disabilities Act, individuals requiring special assistance to participate at this meeting please contact the City Clerk at (559) 655-3291. Notification of at least forty-eight hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

Si necesita servicios de interpretación para participar en esta reunión, comuníquese con la Secretaria de la Ciudad al (559) 655-3291 o (559) 577-7692 entre las 8 a.m. y las 5 p.m. De lunes a viernes. La notificación de al menos veinticuatro horas antes de la reunión permitirá al personal adoptar las disposiciones necesarias para garantizar su participación en la reunión.

If you would like to participate in this meeting via Zoom, please use the following information:

Dial-in number: 1(669) 900-6833 Meeting ID: 481 456 459 Password: 93640

<https://zoom.us/j/481456459?pwd=S1ZEc0VYaXRRTFp6c293cHMyQIA1dz09>

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

SWEARING IN

1. City Clerk Cabrera-Garcia to swear in Police Officer Adriana Roth.

CITIZENS' ORAL AND WRITTEN PRESENTATIONS

At this time, members of the public may address the City Council on any matter not listed on the agenda involving matters within the jurisdiction of the City Council. Please complete a "request to speak" form and limit your comments to THREE (3) MINUTES. Please give the completed form to the City Clerk prior to the start of the meeting. All speakers shall observe proper decorum. The Mendota Municipal Code prohibits the use of boisterous, slanderous, or profane language. All speakers must step to the podium and state their names and addresses for the record. Please watch the time.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of April 27, 2021.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.

1. APRIL 27, 2021 THROUGH MAY 5, 2021
WARRANT LIST CHECK NOS. 50241 THROUGH 50299
TOTAL FOR COUNCIL APPROVAL = \$981,992.39
2. Proposed approval of **Proclamation No. 21-02**, remembering and honoring Mayor Robert Silva for his passion and commitment to the City of Mendota.
3. Proposed adoption of **Resolution No. 21-28**, authorizing application for and receipt of Regional Early Action Planning (REAP) Grant Program Funds for the development of a GIS online mapping system.
4. Proposed adoption of **Resolution No. 21-29**, approving the proposal submitted by ECS Imaging, Inc. for electronic document management software and authorizing the City Manager to execute all necessary documents.
5. Proposed adoption of **Resolution No. 21-30**, establishing a banner sponsorship program for the baseball fields at Rojas-Pierce Park.

BUSINESS

1. Council discussion and consideration on the naming and grand opening of the soccer field at Rojas-Pierce Park.
 - a. *Receive report from City Clerk Cabrera-Garcia*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council takes action as appropriate*

2. Council discussion and consideration of **Resolution No. 21-31**, authorizing the formation of a City Council ad hoc subcommittee to evaluate the proposals received in response to the Request for Proposals for the Sale and Development of City Real Property.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council appoints sub-committee members and considers Resolution No. 21-31 for adoption*

3. Council discussion and consideration of **Ordinance No. 21-11**, adding Chapter 2.56 to Title 2 of the Mendota Municipal Code to establish uniform administrative appeal procedures.
 - a. *Receive report from Assistant City Attorney Castro*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides any input and waives the first reading of Ordinance No. 21-11, and sets the public hearing for the May 25th City Council Meeting*

4. Council discussion and consideration of **Ordinance No. 21-12**, amending Chapter 1.20 of Title 1 of the Mendota Municipal Code (MMC) and adding Chapter 2.54 to Title 2 of the MMC to establish a uniform procedure for the assessment, levying, collection, and appeal of penalties issued for violations of City ordinances.
 - a. *Receive report from Assistant City Attorney Castro*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides any input and waives the first reading of Ordinance No. 21-12, and sets the public hearing for the May 25th City Council Meeting*

5. Council discussion and consideration of **Ordinance No. 21-13**, amending Chapter 10.12 of Title 10 of the Mendota Municipal Code to permit impoundment of vehicles in violation of parking restrictions.
 - a. *Receive report from Assistant City Attorney Castro*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides any input and waives the first reading of Ordinance No. 21-13, and sets the public hearing for the May 25th City Council Meeting*

PUBLIC HEARING

1. Council discussion and consideration of **Ordinance No. 21-07**, approving amendments to Chapter 8.37 of Title 8 of the Mendota Municipal Code to repeal the cannabis retail business license cap.
 - a. *Receive report from City Planner O'Neal*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Castro opens the public hearing*
 - d. *Once all comment has been received, Mayor Castro closes the public hearing*
 - e. *Council considers introduction and waiver of the first reading of Ordinance No. 21-07*

2. Council discussion and consideration of **Ordinance No. 21-08**, approving amendments to Chapter 17.99 of Title 17 of the Mendota Municipal Code to repeal the cannabis dispensary ban in the Commercial Cannabis Overlay District.
 - a. *Receive report from City Planner O'Neal*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Castro opens the public hearing*
 - d. *Once all comment has been received, Mayor Castro closes the public hearing*
 - e. *Council considers introduction and waiver of the first reading of Ordinance No. 21-08*

3. Council discussion and consideration of **Ordinance No. 21-09**, approving the entrance into a development agreement in the matter of Application No. 20-22, the Element 7 Mendota, LLC project.
 - a. *Receive report from City Planner O'Neal*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Castro opens the public hearing*
 - d. *Once all comment has been received, Mayor Castro closes the public hearing*
 - e. *Council considers introduction and waiver of the first reading of Ordinance No. 21-09*

4. Council discussion and consideration of **Ordinance No. 21-10**, approving amendments to Chapter 8.32 of Title 8 of the Mendota Municipal Code regarding alarm systems and Chapter 15.04 of Title 15 of the Mendota Municipal Code regarding electrified fencing.
 - a. *Receive report from City Planner O'Neal*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Castro opens the public hearing*
 - d. *Once all comment has been received, Mayor Castro closes the public hearing*
 - e. *Council considers introduction and waiver of the first reading of Ordinance No. 21-10*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Officer
 - a) Grant Update
2. City Engineer
 - a) Update
3. City Attorney
 - b) Update
4. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to CA Government Code §§ 54954.5(f), 54957.6
 - a. Agency Designated Representatives: Cristian Gonzalez, City Manager; Jennifer Lekumberry, Director of Administrative Services
 - b. Employee Organization: Mendota Police Officers Association

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of May 11, 2021, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, May 6, 2021 at 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

April 27, 2021

Meeting called to order by Mayor Castro at 6:15 p.m.

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Jesus Mendoza, Councilors Jose Alonso, Joseph Riofrio, and Oscar Rosales

Council Members Absent: None

Flag salute led by City Clerk Cabrera-Garcia

FINALIZE THE AGENDA

1. Adjustments to Agenda.
2. Adoption of final Agenda.

A motion was made by Councilor Alonso to adopt the agenda, seconded by Councilor Rosales; unanimously approved (5 ayes).

PRESENTATION

1. Chief of Police Smith to present the new police canine vehicle.

Chief Smith announced that the police department had implemented its first police canine program.

At 6:14 p.m. Mayor Castro announced that there would be a recess.

At 6:35 p.m. the meeting resumed.

Discussion was held on the new police canine.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of April 13, 2021.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Councilor Rosales to approve items 1 and 2, seconded by Councilor Riofrio; unanimously approved (5 ayes).

CONSENT CALENDAR

1. APRIL 12, 2021 THROUGH APRIL 20, 2021
WARRANT LIST CHECK NOS. 50192 THROUGH 50240
TOTAL FOR COUNCIL APPROVAL = \$776,222.20
2. Proposed adoption of **Resolution No. 21-24**, authorizing approval of signature authority for the City Manager for agreements and permit applications related to the Citywide Railroad Corridor Crossing Improvements.
3. Proposed adoption of **Resolution No. 21-25**, authorizing the City Manager or his designee to execute all required documents for the Proposition 64 Public Health and Safety Grant Program.

A request was made to pull item 2 for discussion.

A motion was made by Councilor Riofrio to approve items 1 and 3 of the Consent Calendar, seconded by Councilor Rosales; unanimously approved (5 ayes).

2. Proposed adoption of **Resolution No. 21-24**, authorizing approval of signature authority for the City Manager for agreements and permit applications related to the Citywide Railroad Corridor Crossing Improvements.

Discussion was held on the item.

A motion was made by Councilor Rosales to approve item 2 of the Consent Calendar, seconded by Councilor Riofrio; unanimously approved (5 ayes).

BUSINESS

1. Council discussion and consideration of **Resolution No. 21-26**, conditionally approving additional Exclusive Use Permits for the use of City Facilities.

Mayor Castro introduced the item and Finance Officer Banda summarized the report.

Discussion was held on the item and the conditions of approval.

Sergio Valdez – commented on the item.

Discussion was held on the comments made by Mr. Valdez; the importance of ensuring the longevity of the sports fields; and the Council congratulated Mendota Youth Recreation's soccer league who had recently won a championship.

A motion was made by Councilor Rosales to approve Resolution No. 21-26 with additional conditions, seconded by Councilor Riofrio; unanimously approved (5 ayes).

2. Council discussion and consideration of **Resolution No. 21-27**, authorizing staff to publish a Request for Proposals for the sale and potential development of City real property.

Mayor Castro introduced the item and City Manager Gonzalez summarized the report.

Discussion was held on the item.

Jonathan Leiva – commented on the item.

Discussion was held on Mr. Leiva's comments and the possibility of establishing a subcommittee to review the proposals that are received.

A motion was made by Councilor Rosales to adopt Resolution No. 21-27, seconded by Councilor Riofrio, unanimously approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Animal Control, Code Enforcement, and Police Department
 - a) Monthly Report

Chief of Police Smith provided the report for the Code Enforcement department including enforcement statistics; a street sweeping enforcement detail; and the Prop 64 grant.

Discussion was held on the information provided by Chief Smith.

Chief Smith provided the report for the Animal Control department including an update on animal control activities and statistics.

Chief Smith provided the report for the Police Department including crime statistics and trends and the department's community engagement efforts.

Discussion was held on a homeless individual making a makeshift home at the entrance of the City; the department's community engagement efforts; speeding issues throughout the City; and potential grants that the department will be applying for.

2. City Attorney
 - a) Update

Discussion was held on the status of the abatement process for the case at 6th and Lolita Streets.

3. City Manager

City Manager Gonzalez reported on the upcoming Boca Del Rio job fair; and the release of census results.

Discussion was held on City Manager Gonzalez's work.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Rosales commented on warrant number 50211 and the work that was done, and the quality of the City's water.

Discussion was held on Mr. Rosales's comments.

Councilor Riofrio inquired on the wellbeing of Finance Officer Diaz and commented on the roles and duties of the planning commission.

At 7:44 p.m. Mayor Castro left the Council Chambers and returned at 7:45 p.m.

Councilor Alonso commented on the Earth Day event and that he will be participating in an event as a panelist.

Discussion was held on Mr. Alonso's comments.

Mayor Pro Tem Mendoza commented on a meeting with Senator Caballero and the Mendota businesses that were recognized for their efforts during the pandemic.

2. Mayor

Mayor Castro commented on the resources that the City needs; a meeting with Senator Caballero; a meeting with Padres Unidos con Poder; a meeting with Caltrans; an individual

who wants to develop a truck stop in the community; the status of the basketball courts resurfacing project; and the recent reopening of the schools.

Discussion was held on the Mendota Mural Project; opening City Hall; and COVID-19 restrictions.

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to CA Government Code §§ 54954.5(f), 54957.6
 - a. Agency Designated Representatives: Cristian Gonzalez, City Manager;
Jennifer Lekumberry, Director of Administrative Services
 - b. Employee Organization: Mendota Police Officers Association

At 8:00 p.m. the Council moved into closed.

At 8:50 p.m. the Council reconvened in open session and City Attorney Kinsey stated that in regard to item 1 there was no reportable action.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:50 p.m. by Councilor Alonso, seconded by Councilor Rosales unanimously approved (5 ayes).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
4/27/2021-5/5/2021
CHECK# 50241-50299

Date	Check #	Check Amount	Vendor	Department	Description
4/27/2021	50241	\$ 114.98	ADT SECURITY SERVICES	GENERAL-WATER	SECURITY SERVICES FOR 5/3/21-6/2/21 COMM. CENTER & WT PLANT 5/4/2021-6/3/2021
4/27/2021	50242	\$ 23,648.97	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR MAY 2021
4/27/2021	50243	\$ 5,762.64	AMERITAS GROUP	GENERAL	DENTAL & VISION INSURANCE FOR MAY 2021
4/27/2021	50244	\$ 1,727.34	MUTUAL OF OMAHA	GENERAL	LIFE, AD&D, LTD, STD INSURANCE FOR MAY 2021
4/27/2021	50245	\$ 411.29	THE HOME DEPOT	GENERAL	(1) HDX 22IN MICROFIBER FLIP MOP, GLARE CON COV-19
4/28/2021	50246	\$ 101,695.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 4/12/2021-4/25/2021
4/30/2021	50247	\$ 1,004.76	AFLAC	GENERAL	AFLAC INSURANCE FOR THE MONTH OF APRIL 2020
4/30/2021	50248	\$ 118.32	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM RENTALS FOR 4/22/2021, MISC LOGO ATTACHED TO JACKETS (PRISCILLA, LUPITA)
4/30/2021	50249	\$ 450.00	BAR PSYCHOLOGICAL GROUP	GENERAL	POST PRE EMPLOYMENT PSYCH SCREEN (A. ROTH)(PD)
4/30/2021	50250	\$ 394.56	BSK ASSOCIATES	WATER-SEWER	GENERAL EDT WEEKLY TREATMENT&DISTRIBUTION 4/13/21, 4/20/21, WEEKLY GRAB SAMPLE WW WEEKLY 4/20/21
4/30/2021	50251	\$ 141.45	CALIFORNIA STATE LANDS COMMISSION	WATER	ANNUAL RENT FOR THE PERIOD OF 6/23/21-6/22/2022
4/30/2021	50252	\$ 57.60	CALIFORNIA BUILDING	GENERAL	SB1473 FEES JAN-MAR 2021 BUILDINGS STANDARDS
4/30/2021	50253	\$ 147.00	CENTRAL VALLEY	GENERAL	(1) ETHYL ALCOHOL, (1) ABUSE SCREEN,(1) DRUG SCREENING, (1) ABUSE SCREEN CASE #21-0237
4/30/2021	50254	\$ 920.60	CORBIN WILLITS SY'S INC.	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICE MOM FEES MAY 2021
4/30/2021	50255	\$ 487.42	CROWN SERVICES COMPANY	GENERAL-WATER	TOILET 1XWK 1000 AIRPORT BLVD BLDG #A , TOILET 1XWK BASS AVE & HWY 33, TOILET W/SINK 1XWK 1300 AND ST.
4/30/2021	50256	\$ 71.83	DEPARTMENT OF CONSERVATION	GENERAL	SMI & SEISMIC FEE JAN-MAR 2021
4/30/2021	50257	\$ 597.25	EXCEL SIGN COMPANY	GENERAL	(1) VEHICLE GRAPHICS FOR SUV UNIT #M88 (K-9)
4/30/2021	50258	\$ 529.00	FRESNO CITY COLLEGE	GENERAL	(3) REGISTRATIONS FOR TRAFFIC COLLISION COURSE 4/12-6/21
4/30/2021	50259	\$ 477.11	FERGUSON ENTERPRISES,INC 1423	GENERAL	(2) BATHROOM SINK FAUCETS (PARKS)
4/30/2021	50260	\$ 623.11	US COMPUTER & NETWORK SERVICES	GENERAL-WATER-SEWER	(2.5) HR TECHNOLOGY SERVICES, MONITOR, HP MONITOR
4/30/2021	50261	\$ 220.98	FRESNO COUNTY SHERIFF	GENERAL	PRISONER PROCESSING SERVICES 1/1/21-3/31/21 QTR 3-PD
4/30/2021	50262	\$ 150.00	FRESNO MADERA COUNTIES POLICE	GENERAL	YEARLY MEMBERSHIP- POLICE CHIEFS ASSOCIATION
4/30/2021	50263	\$ 641.70	FUTURE FORD OF CLOVIS	GENERAL	GREY FORD-REPLACED BOTH REAR TIRES MOUNT & BALANCE (PD)
4/30/2021	50264	\$ 219.00	LOU'S GLOVES, INC.	WATER-SEWER	(10) NITRILE EXAM GRAVE BLK LARGE GLOVES
4/30/2021	50265	\$ 361.12	METRO UNIFORM	GENERAL-WATER	(1) MENS MED BLUE XL SHIRT, NAMETAPE, PATCH (R. PENA)
4/30/2021	50266	\$ 56,710.04	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT SERVICES FOR MARCH 2021
4/30/2021	50267	\$ 166,431.58	PROVOST & PRITCHARD	GENERAL-WATER-SEWER-STREETS	BASS & BARBOZA & ROUNDABOUT JAN. 2021, LA COLONIA PASS-THRU & ROUNDABOUT JAN. 2021, MOWRY BRIDGE FINAL
4/30/2021	50268	\$ 10,390.43	QUADIANT, INC.	GENERAL-WATER-SEWER	FOLDING MACHINE: DS64I-INT3SE (COVID-19)
4/30/2021	50269	\$ 90.38	RAMON'S TIRE & AUTO	GENERAL-STREETS	WATER TANK TRAILER TIRE REPAIR, FARM TUBE -STREETS, LAWN GRASS MACHINE TIRE REPAIR (PARKS)
4/30/2021	50270	\$ 2,933.23	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS	MULTIPLE DEPARTMENT SUPPLIES FOR MARCH 2021
4/30/2021	50271	\$ 1,075.00	MARK ANTHONY DUARTE	GENERAL-WATER-SEWER	PEST CONTROL SERV. CITYHALL/DMV/YOUTH CENT.4/27/21, ROJAS PARK SQUIRREL & GOPHER BAIT STATIONS APR. 2021
4/30/2021	50272	\$ 1,101.35	WANGER JONES HELSLEY PC ATTORN	GENERAL	CA SPORTSFISHING PROTECTION VS ALL SERV THRU 3/21, PD LEGAL SERVICES
5/4/2021	50273	\$ 308.25	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES 5/11/21-6/12/21 CITYHALL/DMV/EDD
5/4/2021	50274	\$ 361.71	ALERT-0-LITE	GENERAL	10X20 WHITE COMM CANOPY, 1X60 DBL MNT TAPE-FACILITIES
5/4/2021	50275	\$ 1,246.26	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT COPIER APRIL 2021- CITY HALL

CITY OF MENDOTA
 CASH DISBURSEMENTS
 4/27/2021-5/5/2021
 CHECK# 50241-50299

5/4/2021	50276	\$ 107.52	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM RENTALS 4/29/2021
5/4/2021	50277	\$ 787.40	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 3/25/2021-4/24/2021
5/4/2021	50278	\$ 79,562.50	BB LIMITED	WATER	LEASE PAYMENT- 2ND INSTALLMENT FY 2020/2021
5/4/2021	50279	\$ 398.82	BSN SPORTS INC.	GENERAL	MAC ANCHOR CLEAN OUT TOOL, BRAIDED BBALL NET-PARKS, (1) DRY LINE MARKER 65 LB 4 WHEEL (PARKS)
5/4/2021	50280	\$ 475.00	CABLE AND CONNECTIVITY SOLUTIONS	SEWER	APC SMART- UPS 1000 VA LCD- LPS 700 WATT- SMARTCON
5/4/2021	50281	\$ 10.80	DIVISION OF THE STATE ARCHITECT	GENERAL	JAN-MAR 2021 SB1186 \$4 DISABILITY ACCESS FEE
5/4/2021	50282	\$ 574.05	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR APRIL 2021
5/4/2021	50283	\$ 327.02	DATAMATIC, INC.	WATER	MONTHLY SOFTWARE LICENSE AND SERVICE FOR JUNE 2021
5/4/2021	50284	\$ 427.50	US COMPUTER & NETWORK SERVICES	GENERAL-WATER-SEWER	(4.5) HRS TECH SERVICES, LASERFICHE AND LANSWEEPER
5/4/2021	50285	\$ 170.00	GOVERNMENT FINANCE	GENERAL	MEMBERSHIP RENEWAL FOR 02/01/2021-01/31/2022
5/4/2021	50286	\$ 232.80	HAVEN'S FOR TOTAL SECURITY, INC	GENERAL	SCH SINGLE SIDED DEADBOLT, REKEY CYL, BASIC KEY
5/4/2021	50287	\$ 300.00	LEXIS NEXIS	GENERAL-WATER-SEWER	MONTHLY SUBSCRIPTION FOR APRIL 2021
5/4/2021	50288	\$ 707.02	MENDOTA SMOG & REPAIR	GENERAL	2007 CHEVY SILVERADO- BATTERY TERMINALS LOOSE, 2007 CHEVY SILVERADO-TERMINALS&BATTERY REPLACED-PD
5/4/2021	50289	\$ 409.69	OFFICE DEPOT	GENERAL-WATER-SEWER	(1) LASERJET BLK INK, (1) HP COMBO INK, PAPER, OFFICE SUPPLIES- PAPER 30%, BLUE PENS, A-Z INDEX
5/4/2021	50290	\$ 10,660.52	PG&E	WATER	WATER DEPARTMENT UTILITIES 3/16/2021-4/14/2021
5/4/2021	50291	\$ 4,734.37	PROVOST & PRITCHARD	GENERAL-SEWER-STREETS	20-24 LEFT BANK CANNABIS ENTITLEMENTS (PASS-THRU), MENDOTA FY 21-22 SUSTAINABLE TRANSPORTATION PLAN G
5/4/2021	50292	\$ 147.00	RAMON'S TIRE & AUTO	GENERAL	TRAILER- TIRE MOUNT & DISMOUNT, RADIAL TRAIL-PARKS, 2016 FORD SRW SUPER DUTY TIRE REPAIR-INSIDE PATCH
5/4/2021	50293	\$ 143.00	SAN JOAQUIN VALLEY AIR	WATER-SEWER	FY2021/2022 CUMMINS DIESEL-FIRED STANDBY GENERATOR
5/4/2021	50294	\$ 22.67	SIGNMAX	GENERAL	81"X17" CUSTOM SIGN BLANK COROPLAST FOR FACILITIES
5/4/2021	50295	\$ 1,469.02	BANKCARD CENTER	GENERAL	CREDIT CARD EXPENSES FOR 3/23/2021-4/23/2021, ZOOM SERVICES, HOLIDAY INN (O.OCHOA), BUILDING CODE TRAINING
5/4/2021	50296	\$ 194.85	TCM INVESTMENTS	GENERAL	MPC3503 RENTAL PAYMENT FOR POLICE DEPARTMENT COPIER
5/4/2021	50297	\$ 283.71	TRIANGLE ROCK PRODUCTS,LLC	STREETS	3/4IN CL 2 BASE QTY:17.22 STREET/YARD STOCKPILE
5/4/2021	50298	\$ 600.00	UNITED HEALTH CENTERS	GENERAL-WATER-SEWER	(3) OFFICE VISITS FOR R. BAEZA, R. PENA, J. PLASCENCIA
5/5/2021	50299	\$ 497,625.87	AMERICAN PAVING COMPANY	WATER	MOWRY BRIDGE REPLACEMENT PROJECT 3/1/2021-4/30/2021

\$ 981,992.39

City of Mendota
Proclamation to the Citizens of
Mendota, California
Proclamation No. 21-02

*Remembering and Honoring Mayor Robert Silva for His Passion and
Commitment to the City of Mendota*

WHEREAS, the Honorable Mayor Robert Silva was a lifetime resident of Mendota; and

WHEREAS, Mr. Silva studied and received his diploma from Tranquillity High School and served in the United States Army from 1963-1965; and

WHEREAS, his first experience of serving his community was coaching sports, and his first exposure to civic duty came about when he advocated on behalf of the community for education reform within Mendota; and

WHEREAS, Mr. Silva served as a City official since 1978, when he was initially appointed to the Mendota Planning Commission; and

WHEREAS, he dedicated 40 years of his life to public service and served on various boards and commissions, including serving as a member of the Mendota City Council, Mendota Community Corporation, Mendota Unified School District Board of Trustees, the Fresno Economic Opportunities Commission, Fresno County Land Agency Formation Commission (including serving as Chairman), the Transportation Authority, and the Fresno Council of Governments, amongst many other local agencies; and

WHEREAS, Mr. Silva also served in organizations whose memberships span the state, such as the League of California Cities Latino Caucus and the Latino Water Coalition and was recognized with awards from various bodies as well as members of state congress; and

WHEREAS, in 2018, the City of Mendota honored Mr. Silva, the City's longest-serving Mayor, by dedicating a newly built plaza in his name – the Robert Silva Plaza.

NOW, THEREFORE BE IT RESOLVED, that on this 13th day of May, 2021 - the day that marks the one year anniversary of his passing - the Mendota City Council remembers and honors Mayor Robert Silva for his lifelong passion and commitment to the City of Mendota.

BE IT FURTHER RESOLVED, that each March 6th, the birthday of Mr. Silva, of every future year, shall be known as “Robert Silva Day” in the City of Mendota.

Rolando Castro, Mayor

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AUTHORIZATION FOR APPLICATION FOR REAP FUNDING
DATE: MAY 11, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-28, authorizing the application for and receipt of Regional Early Action Planning (REAP) Grant Program funds for the development of a GIS online mapping system?

BACKGROUND

Fresno Council of Governments (Fresno COG) has received funds from the 2019-20 Budget Act to provide one-time grant funding to regional governments for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation. In January 2021 Fresno COG issued their Housing Planning Grants Program Final Guidelines and Application to local governments in Fresno County to complete for a pot of \$900,000. On April 16, 2021 (the application deadline) City staff, working with the City Engineer and City Planner, submitted the application to Fresno COG requesting \$10,000 to develop a geographic information system (GIS) online mapping system. A requirement of the application is the attached authorizing resolution which is due to Fresno COG prior the awarding of funding at the May 27, 2021 Policy Board meeting.

ANALYSIS

The development of an online GIS mapping system will allow staff the ability to easily identify important planning information such as existing infrastructure, street addresses, zoning and land uses of a property and/or surrounding properties. Maps can also be printed and/or shared with developers and prospective home builders.

FISCAL IMPACT

This application was prepare under our current City Engineering Retainer and if grant funding is awarded, there will be no initial fiscal impact for the development of the online GIS mapping system. On-going, there will be annual ArcGIS software licensing fees and the potential for maintenance, updates and expansion of the GIS data.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-28, authorizing application for and receipt of Regional Early Action Planning (REAP) Grant Program funds for the development of a GIS online mapping system.

Attachment(s):

1. Fresno COG Grant Program Guidelines and Application
2. Resolution No. 21-28

Fresno COG
Housing Planning Grants Program
FINAL GUIDELINES AND APPLICATION
January 2021

PROGRAM GUIDELINES

I. Background

The 2019-20 Budget Act allocated \$125 million to regions through the Regional Early Action Planning Grant Program (REAP). REAP provides one-time grant funding to regional governments for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation. Fresno Council of Governments (Fresno COG) received \$1,114,737.62, of which \$900,000 has been set aside for the Fresno COG Housing Planning Grants Program.

II. Program Purpose

Provide competitive grants to local governments for the preparation and adoption of planning documents and process improvements that:

1. Accelerate housing production
2. Facilitate compliance to implement the sixth-cycle Regional Housing Needs Assessment.

III. Available Funding

Approximately \$900,000 will be distributed through a competitive regional program to local governments for eligible projects. Funding distribution for the competitive program will depend on the quality and number of applications. However, depending on the number of applications received, it may be a goal of the program that 35 percent of the funds be awarded to small cities (<100,000 population) and the County. Local jurisdictions are limited to three application submissions for this round of funding.

IV. Schedule

Below is the anticipated timeline.

Milestone	Date
Draft Guidelines Released for Review	October 30, 2020 to December 18, 2020
Policy Board adopts guidelines and application packet	January 28, 2021
Applications due	March 5, 2021
Scoring Committee convenes	March 23, 2021
Release staff recommendations	April 2, 2021
Policy Board approves awards	April 22, 2021
Projects must be completed and submitted to FCOG	August 1, 2023

V. Eligible Applicants

Eligible applicants are limited to local governments of Fresno County (i.e. cities and county).

However, local governments, as the lead applicant, may partner with other forms of governments or entities where the proposal will have a direct effect on land-use or development within the participating

localities. This includes, but is not limited to, partnerships with other localities, housing authorities, school districts, special districts, community-based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria. Applicants must provide a signed letter of commitment from the sub applicant with the application.

VI. Eligible Activities

Eligible activities must demonstrate a nexus to increasing housing and accelerating production.

Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the project start date, are distinct, and demonstrate a nexus to accelerating housing production. Eligible activities are not necessarily jurisdiction-wide and may include a smaller geography with a significant impact on housing production. For example, eligible activities may include a housing development-related project with a significant community level impact or planning or process improvement for a project with an ongoing community impact beyond the project.

Eligible activities may include a variety of planning documents and processes, including, but not limited to, the following as set forth in Health and Safety Code section 50515.03(c):

1. Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs;
2. Completing environmental clearance to eliminate the need for project specific review;
3. Establishing housing incentive zones or other area-based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code, or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code;
4. Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents;
5. Planning documents to promote development of publicly owned land, such as partnering with other local entities to identify and prepare excess or surplus property for residential development;
6. Revamping local planning processes to speed up housing production;
7. Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code;
8. Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production, including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;
9. Rezoning to meet requirements pursuant to Gov. Code Section 65583(c)(1), and other rezoning efforts to comply with Housing Element requirements, including Gov. Code Section 65583.2(c) (AB 1397, Statutes of 2018);
10. Upzoning or other implementation measures to intensify land use patterns in strategic locations, such as close proximity to transit, jobs or other amenities;

11. Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
12. Establishing pre-approved architectural and site plans;
13. Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA;
14. Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) pursuant to Health and Safety Code Section 50515.02(f) that accommodate the development of housing and infrastructure, and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation;
15. Zoning for by-right supportive housing, pursuant to Gov. Code section 65651 (Chapter 753, Statutes of 2018);
16. Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;
17. Planning documents related to carrying out a local or regional housing trust fund;
18. Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15 percent of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production; and
19. Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production; and
20. Establishing Prohousing Policies pursuant to Gov. Code Section 65589.9(f)(2).

VII. Ineligible Activities

1. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the RHNA;
2. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact supply, cost, approval certainty and timing, planned development, or other similarly constraining processes; and
3. Project specific planning documents that do not have a significant impact on accelerating housing production or significant community level or reoccurring benefit beyond the project.
4. Fresno COG may consider proposals that are combined with larger proposals that have a positive housing component and the net effect on accelerating housing production is significant. For example, an applicant may propose combining an open-space designation, downzoning, or antidisplacement measures with by-right upzoning that has a significant net gain in housing capacity.

VIII. Eligible Uses

1. Grant funds may cover the costs of temporary staffing or consultant needs associated with eligible activities;
2. Grant funds shall be used for the costs of preparing and adopting the proposed activity;

3. A jurisdiction that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the jurisdiction of its responsibilities under the Program;
4. Eligible expenditures may be incurred and expended for the project(s) subject to the terms and conditions of the Agreement; and
5. Only approved and eligible costs incurred for work after February 2021, and completed during the grant term, will be reimbursable.

IX. Ineligible Uses

1. Program grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed activity;
2. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by Fresno COG upon disbursement; and
3. Approved and eligible costs incurred prior to the application due date are ineligible.

X. Grant Timeline

Awarded projects can begin as soon as project recommendations are approved by the Fresno COG Policy Board. All work must be completed and submitted to Fresno COG by August 1, 2023. No time extensions will be granted.

XI. Project Selection Process

A scoring committee will evaluate and score the proposed projects. An agency may submit multiple project applications. Scoring committee representatives cannot score a project submitted by their own agency or organization. The scoring committee will recommend the award amount for each application.

If the program is oversubscribed, projects that are receiving Local Early Action Planning (LEAP) grant funds as well will be prioritized for funding. Any applications not funded during this round may be resubmitted for the next round of funding, which will be available in mid to late-2021.

The selected project(s) will go through Fresno COG Transportation Technical Committee, Policy Advisory Committee and Policy Board for endorsement.

The scoring committee comprises one representative from each of the following entities:

1. Fresno Council of Governments
2. City of Fresno/Clovis
3. Eastside city
4. Westside city
5. County of Fresno

XII. Scoring Criteria

SCORING CRITERIA	
Project Summary	
15 points maximum	Application provides sufficient detail regarding the proposed project, including summary, overall objectives, and major tasks and subtasks and plans for adoption and/or implementation.
Accelerates Housing Production	
20 points maximum	Application describes in detail how the proposed project will accelerate housing production.
Consistency with Sustainable Communities Strategy	
5 points maximum	Application describes how the proposed project is consistent with Fresno COG's 2018 Sustainable Communities Strategy.
Application Completeness	
5 points maximum	Application is complete and provides sufficient detail.
Implementation Capacity	
5 points maximum	Application describes in detail project readiness and implementation capacity within the timeline and budget provided.
50 points maximum	

XIII. Agreement

Grantees will enter into an Agreement with Fresno COG for distribution of funds. The Agreement will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the Agreement.

Grantees that request Fresno COG to pay the consultant directly will be required to enter into a three-party agreement between Fresno COG, the grantee, and the consultant.

XIV. Accounting and Reporting

Fresno COG will monitor work and expenses to ensure the project is completed according to the contracted scope of work and project timeline. Monthly progress reports must be submitted to Fresno COG with detailed invoices for reimbursement or payment. The reports should describe the work that has been completed, a copy of any project deliverables, and an invoice that provides a summary of work completed by task, including staff/consultant hours.

- A. Grant funds cannot be disbursed until the Agreement has been fully executed;
- B. The grantee will be responsible for compiling and submitting all invoices and reporting documents. Grantees will submit for reimbursements or payment directly to the consultant to Fresno COG based on actual cost incurred;
- C. The grantee must bill based on clear deliverables outlined in the Agreement or scope of work. Only approved and eligible costs incurred for work after February 2021 are eligible;
- D. Work must be completed prior to requesting reimbursement/payment;
- E. **Grantees will have three administrative options, which must be identified on the application at the time of submittal:**

Option A: Grantee pays the consultant directly and invoices Fresno COG for reimbursement. This option is required for projects that are also utilizing LEAP funds.

Option B: Grantee approves invoices and submits them to Fresno COG to pay the consultant directly. (Three-party agreement between Fresno COG, grantee, and consultant required.)

Option C: Grantee approves invoices and submits them to Fresno COG to pay the consultant directly. Additionally, for local governments that have limited staff availability, Fresno COG staff assists grantee with project management, as specified in an agreement. (Three-party agreement between Fresno COG, grantee, and consultant required.)

- F. Project invoices will be submitted to Fresno COG by the grantee on a monthly basis;
- G. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.;
- H. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. Fresno COG may withhold 10 percent of the grant until grant terms have been fulfilled; and
- I. Each recipient of funds under the Program shall expend those funds no later than August 1, 2023.

- J. The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required;
- K. The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project, in accordance with generally accepted accounting principles;
- L. The grantee agrees that Fresno COG or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement;
- M. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated;
- N. Subcontractors employed by the grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above;
- O. At any time during the term of the Agreement, Fresno COG may perform, or cause to be performed, a financial audit of any and all phases of the award. At Fresno COG's request, the awardee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life;
- P. Fresno COG may request additional information, as needed, to meet other applicable audit requirements; and
- Q. Fresno COG may monitor expenditures and activities of an applicant, as Fresno COG deems necessary, to ensure compliance with Program requirements.

XV. Remedies of Nonperformance

- A. In the event that it is determined, at the sole discretion of Fresno COG, that the grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from Fresno COG to stop work, the grantee shall cease all work under the Agreement. Fresno COG has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Agreement;
- B. Both the grantee and Fresno COG have the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or Fresno COG to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to Fresno COG within 30 days of the early termination notice; and
- C. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- D. Fresno COG may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e)).

APPLICATION

Application Submittal Instructions

All grant application packages should be submitted electronically to Meg Prince, Senior Regional Planner, at mprince@fresnocog.org by 5:00 PM on March 5, 2021.

Required Application Documents

- The application in PDF format including:
 - Applicant Information
 - Project Description
 - Project Schedule and Scope of Work
 - Application Signature Page
 - Signed Letter of Commitment from Sub Applicant (if applicable)
- Board/Council resolution authorizing project application (due prior to Fresno COG Policy Board meeting on April 22, 2021)

Optional Supplemental Information

- Graphics of Project Area (when applicable)
- Letter(s) of Support
- Data

Applicant Information

Project Title	
Total Funding Request	
Administrative Preference	<p>____ Option A: Grantee pays consultant directly and invoices Fresno COG for reimbursement. This option is required for projects also utilizing LEAP funds.</p> <p>____ Option B: Grantee sends approved consultant invoices to Fresno COG for direct payment to the consultant. (Three-party agreement required.)</p> <p>____ Option C: Grantee sends approved consultant invoices to Fresno COG for direct payment to the consultant. Additionally, for local governments that have limited staff availability, Fresno COG staff assists grantee with project management, as specified in an agreement. (Three-party agreement required.)</p>
Primary Applicant Agency	
Primary Contact Name and Title	
Email	
Phone	
Address	
Sub Applicant Agency	
Contact Name and Title	
Email	

Project Description

1. Project Summary (500 words maximum)

Please provide a summary of the project, overall objectives, and description of the tasks and major sub-tasks.

2. Nexus to Accelerating Housing Production (300 words maximum)

Please describe the nexus of the proposed project to accelerating housing production.

3. RTP/SCS Consistency (200 words maximum)

Please describe how the proposed project is consistent with Fresno COG's 2018 RTP/SCS.

4. Plan Implementation (200 words maximum)

Please describe the implementation strategies for the proposed planning project. Please identify any potential obstacles to successful implementation of the plan.

5. Project Schedule and Scope of Work

Please outline the tasks (high level and major sub tasks), budget, timeline, and deliverables in the table template provided below. If other funding is used, please note the source and amount in the notes column.

Task	Est. Cost	Begin Date	End Date	Deliverable	Notes
TOTAL COST					

Application Signature Page

**To the best of my knowledge, all information contained in this application is true and correct.
If awarded a grant, I agree that I will adhere to the program guidelines.**



Signature of Authorized Official (Applicant)

Print Name

4-16-2021

Title

Date

Signature of Authorized Official (Sub Applicant)

Print Name

Title

Date

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
APPLICATION FOR AND RECEIPT OF
REGIONAL EARLY ACTION PLANNING (REAP)
GRANT PROGRAM FUNDS FOR THE DEVELOPMENT
OF A GIS ONLINE MAPPING SYSTEM**

RESOLUTION NO. 21-28

WHEREAS, the 2019-20 Budget Act allocated \$125 million to regions through the Regional Early Action Planning Grant Program (hereinafter referred to as “REAP”) to provide one-time grant funding to regional governments for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation; and

WHEREAS, Fresno Council of Governments (“Fresno COG”) received \$1,114,737.62, of which \$900,000 has been set aside for the Fresno COG Housing Planning Grants Program; and

WHEREAS, in January 2021 Fresno COG issued their Housing Planning Grants Program Final Guidelines and Application to local governments of Fresno County; and

WHEREAS, on the deadline of April 16, 2021 City staff working with the City Engineer and City Planner submitted a REAP grant application package (“Application”), on the forms provided by Fresno COG, requesting \$10,000 in grant funding for the development of a geographic information system (“GIS”) online mapping system, which will allow City staff to easily identify important planning information such as existing infrastructure, street addresses, zoning and land uses of a property and/or surrounding properties; and

WHEREAS, the Fresno COG Policy Board intends to award projects at its May 27, 2021 meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mendota hereby authorizes the application for and receipt of Regional Early Action Planning (REAP) Grant Program funds for the development of a GIS online mapping system.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 11th day of May, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE PROPOSAL SUBMITTED BY ECS IMAGING, INC. FOR ELECTRONIC DOCUMENT MANAGEMENT SOFTWARE AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS
DATE: MAY 11, 2021

ISSUE

Should the City Council adopt Resolution No. 21-29, approving the proposal submitted by ECS Imaging, Inc. for electronic document management software and authorizing the City Manager to execute all necessary documents?

BACKGROUND

On March 1, 2021, staff issued a Request for Proposals (“RFP”) for electronic document management software. The RFP was advertised on the City’s website and a public notice was published in The Business Journal inviting interested parties to submit a proposal. An RFP addendum was issued on April 1st and included modifications to the RFP.

ANALYSIS

A total of six (6) qualified and responsive proposals were received by the deadline of April 14th. Staff reviewed all proposals and elected to meet with the top three (3) respondents to further discuss their proposals. As a result of those meetings, each respondent had the opportunity to discuss their proposal and provide additional information. Based on all of the information submitted, staff recommends that the Council approve the proposal submitted by ECS Imaging, Inc. A copy of the proposal is attached to this staff report. The proposal offers all of the items that were required as part of the proposal, it includes additional features that were not explicitly requested and is the lowest cost proposal submitted overall.

FISCAL IMPACT

A total of \$20,045.00, to be divided into three parts and paid by the Sewer, Water, and General funds, will be expended for the first year. A total of \$3,100.00, to be divided by the three funds, will be expended every year thereafter to cover annual maintenance and licensing.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-29, approving the proposal submitted by ECS Imaging, Inc. for electronic document management software and authorizing the City Manager to execute all necessary documents.

Attachment(s):

1. ECS Imaging, Inc. Proposal
2. Resolution No. 21-29



ELECTRONIC DOCUMENT MANAGEMENT SOFTWARE

Submitted to:

CITY OF MENDOTA

Date Submitted: April 14, 2021

Valid Through: August 14, 2021



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Fax - (951) 787-0831
www.ecsimaging.com
sales@ecsimaging.com

Northern CA Office
5052 Forni Road, Suite A,
Concord, CA 94520

City of Mendota
643 Quince Street
Mendota, CA 93640
ATTN: Celeste Cabrera-Garcia

Dear Celeste,

Established in 1990, ECS Imaging became a Laserfiche Solutions Provider in 1995 and has been the largest provider of Laserfiche Document Management solutions in the western United States for 26 consecutive years. The company currently holds the rank of third largest in the World. With over 30 years of experience in the industry, and a large technology staff to serve you, ECS is the best qualified partner to implement your Laserfiche system. We are committed to delivering unparalleled service and support of your Laserfiche system now and into the future.

Laserfiche provides a user-friendly and robust feature set including workflow and business process management, integrated electronic forms, automated data capture tools, granular security, and many integration capabilities. The system is highly customizable and scalable to support thousands of users and an abundance of information. **Laserfiche is easy to install, easy to learn, and easy to use.**

The system will be implemented by a team of professionals who have been implementing and supporting Laserfiche systems for over 25 years. ECS is a **Platinum Certified** Laserfiche Solutions Provider and maintains the largest, most experienced engineering, project management, and support staff to serve you. We have experienced business analysts to assist with designing, consulting and implementing automated processes and integrations with third party systems. With over 100 years of collective implementation experience, our subject matter experts can provide you with an invaluable resource that is hard to match in the document management industry.

Unique with ECS Imaging Support, we offer free Monthly webinars, free Annual Conferences, and a monthly E-newsletter to all our clients. In providing this, we offer a unique advantage that gives our clients additional training opportunities, a forum for sharing ideas, use case knowledge in the Laserfiche Community, updates on the latest features and functionality of Laserfiche at no additional cost. These training and consulting opportunities are ECS' way of giving back to our clients on an ongoing basis.

We believe in going the extra mile and doing the right thing for our customers. This is validated by the volume of satisfied ECS customers and our high customer retention rate year over year. Many customers who started with us in 1995 are still using Laserfiche being supported by ECS. ECS's consistent **5-Star Google rating** from our customers is a testament to our success and the success of our customers. ECS will be your document management partner not only during project implementation but well into the future as we continue to provide exceptional best practices, consultative recommendations and support for your Laserfiche system. The pricing and contents of this proposal are valid for a period of 120-days following the date of submission. Thank you for your consideration.

Sincerely,



Debbi Bodewin
Chief Consulting Officer
951-787-8768 x1109 | debbi@ecsimaging.com

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Executive Summary

The City of Mendota has solicited responses for a qualified vendor to provide a Document Management system, installation, support, and training. The goal is to procure a software solution that meets the technical and functional requirements, and acquire a qualified vendor to ensure a smooth, well-structured approach to implementation. ECS Imaging is committed to meeting and exceeding the comprehensive Document Management needs for your immediate goals and future requirements.

ECS Imaging specializes in providing government organizations innovative turn-key document management solutions with the award winning Laserfiche Content Management Platform. ECS Imaging is the 3rd largest Laserfiche Solution Provider in the world, and the largest provider of Laserfiche since 1995 in the Western USA. ECS' services encompass beginning to end solution implementation and ongoing support. ECS brings our expertise and a strong list of successful implementations in hundreds of local governments utilizing Laserfiche. We will deliver a turn-key, robust solution that provides a centralized repository for managing the records and content, while providing ease of access, security, compliance and business process automations. ECS has developed a successful data conversion methodology through converting more than thirty different systems to Laserfiche including Network Drives and file shares.

Laserfiche is a trusted software solution by more than 40,000 sites worldwide including more than 1/3 of the Counties nationwide, and 3,000 Cities. The Laserfiche software solution meets all of the required capabilities outlined in the RFP and much more. The software provides an easy-to-use document management, document storage and retrieval capabilities through an intuitive and flexible interface that will be easily customized to meet your specific needs. Flexible licensing allows us to deliver the solution currently needed, and will allow scalability for future growth. Users will access the system through a user-friendly, Windows-centric, Web browser interface, or Mobile device. Laserfiche e-Forms will provide the tools to create truly paperless processes from start to finish. The built in capture platform will automate the recognition, indexing, and filing of documents. Workflows will assist in processing of both new and old data needing approval, routing, and filing.

The award winning Laserfiche solution will be implemented by a team of professionals who have been installing and supporting Laserfiche for over 25 years. As the oldest Solution Provider in CA we bring our depth of experience in a well-structured approach to provide and effectively manage your implementation process. Our Team is dedicated to answering our customer's questions and resolving any issues efficiently and effectively. The ECS Team has over 200 Laserfiche certifications collectively, along with many network and database certifications, we can provide support for the full Laserfiche product suite. We will provide a best practices approach with a knowledge transfer enabling your organization to support and use Laserfiche effectively, while still having ECS available as needed.

With ECS' track record, experience in the industry, longevity as a Laserfiche Solution Provider, and our highly qualified team, you will find ECS Imaging to be an exceptional partner. ECS offers a vast experience of understanding the Laserfiche licensing, modules, consulting on best practices in the product and industry, configuration, project management, integrations, user training, and ongoing support of your Laserfiche system. As a highly recognized Laserfiche Provider, Consultant, and Systems Implementer ECS will be a strategic partner with on this initial project and future ones.

Questionnaire

Company and General Information

ECS Imaging, Inc.
5905 Brockton Ave., Suite C
Riverside, CA 92506
(951) 787-8768
Fax: (951) 787-0831
Toll Free: 877-790-1600

ECS has read and will fully comply with all terms and conditions of the RFP.

Proposal Contact for Clarification:

Debbi Bodewin, Chief Consulting Officer
5905 Brockton Ave., Suite C
Riverside, CA 92506
951-787-8768 xt 1109
debbi@ecsimaging.com

Qualifications and Experience of Firm

ECS Imaging has been in business for 31 years and has maintained the same mission since its inception; the customer comes first. With a strong leadership team delivering a consistent vision, ECS works to provide our customers with the highest quality service possible. Our mission of blending technology to meet business needs has been the foundation. ECS became a Laserfiche Solutions Provider in 1995 and has achieved top performance recognition consistently every year since. The company services our customer's implementations from our offices in Riverside and Concord.

ECS Imaging is a **PLATINUM Certified Laserfiche Solutions Provider** and has continuously been ranked as the top Solutions Provider in the western United States for 26 consecutive years, and achieving the status of 3rd largest Laserfiche provider in the world since 2017. Our efforts are focused on helping organizations become more efficient by automating manual tasks and eliminating paper-based business processes. We specialize in providing local government innovative turn-key document management solutions with the award winning **Laserfiche Enterprise Content Management Systems**.

ECS Imaging is a full-service document management solutions provider offering a full range of turn-key services including:

- Laserfiche Software Installation and Consulting
- Project Management
- Systems Integration
- Cloud Migration Services
- Business Process Automation
- Data Conversion Services
- On-going Support of Software and Hardware
- Remote and On-Site Training and On-going Support
- Out-of-the-box Integrations and Custom Integrations with 3rd Party Applications
- Custom Documentation
- Scanning Services (including Large Maps, Microfilm, Microfiche conversion)
- Complimentary Quarterly User Group Workshops with Training
- Complimentary Annual Training Conferences (18 Years)
- Monthly Training Webinars

Our goal is helping organizations of all sizes improve business operations and increase productivity. We can help your organization: Eliminate Paper Based Processes, Automate Data and Information Collection, Secure Information from Unauthorized Use, Simplify and Secure the Management of Business Records, Meet Regulatory Compliance Needs, and more.

Experience and Qualifications

With the largest technology staff of any Laserfiche Solution Provider in the Western US, we have the expertise, experience, and proficiency to successfully install and support any size Laserfiche system for any type of business. We have implemented systems for individual departments, multiple departments, multiple locations, enterprise wide and nationwide. We are a local government specialist with over 130 City and 20 County Laserfiche implementations. We understand the industry compliance requirements

for government and document management in general. Our targeted focus provides expert consultative knowledge shared to our entire customer base. Additionally, ECS provides a personal touch with a dedicated implementation, project management and customer success team assigned to your projects.



All ECS Executive, Sales and Technical staff attend training sessions on an annual basis. Staying up-to-date and informed on the latest features and enhancements within Laserfiche and the Document Management Industry providing our clients with the best consulting and support services available. As a **Platinum Certified Laserfiche Solutions Provider**, all ECS Technicians are Laserfiche certified and ECS currently holds over 200 Laserfiche Certifications collectively.



ECS has earned Winner's Circle status annually for over 20 years. **Laserfiche Winners Circle** is an exclusive annual recognition for only the top Laserfiche Solution Providers that demonstrate outstanding sales, performance, and a commitment to exceptional customer service.

Laserfiche Workflow is a built-in, robust, activity-based business process automation tool that will simplify, organize, and expedite the way you do business. ECS regularly provides services to design and implement business process automation solutions for our customers including but not limited to:

- Automated Taxonomy for Document Filing and Processing (Naming conventions, Auto-Filing, OCR Processing, Auto-indexing and more)
- Routing Content for Review, Delegation and Approval
- Collaboration with Multiple reviewers and levels
- Routing in sequential, parallel, conditional and ad hoc methods
- Database Lookups (Prepopulate Index Fields and Data Validation)
- Customizable E-Mail Notifications and Reporting
- Auto-fill PDF's and Word Documents
- Calculations of missing records and retention management
- Integration using ODBC lookups, C#, VB Scripts, MS Exchange and Custom
- Reporting to evaluate insights, monitoring, productivity, and analysis of the business processes
- Pre-built Out of Box Workflows

Laserfiche Forms is a built-in, web-based tool allowing you to replace paper forms with easy-to-design web forms that can be embedded on intranets, public website and from within the Laserfiche Web Client. ECS has broad experience in building and implementing hundreds of Forms and Forms processes including but not limited to:

- Human Resources Forms
 - Time-Off Requests Form
 - Travel and Expense Requests Form
 - New Employee Onboarding and New Hire requests
 - Personnel Action Form
 - Employment Application Form: City of Hesperia: <https://permits.cityofhesperia.us/Forms/HR-EmploymentApplication>
- Public Records Request Form
 - City of Azusa: <https://publicdocs.ci.azusa.ca.us/Forms/pr>
 - City of Diamond Bar: <https://edocs.diamondbarca.gov/Forms/PRR>

- City of Lancaster: <http://prc.cityoflancafterca.org/Forms/prr>
- San Bernardino County Transit Authority: <https://sanbag-lfapp.sanbag.ca.gov/Forms/PublicRecordsRequest>
- Election Nomination Form
- Purchasing Departmental Forms
 - Contract Submittal Form
 - Vendor Information Form
 - San Bernardino County Transit Authority: <https://sanbag-lfapp.sanbag.ca.gov/Forms/TL4BG>
- COVID-19 related forms and processes
- Universal Funding Request Form, Grant Forms and many more



ECS Imaging Laserfiche WebLink Clients - See how some of our clients are taking advantage of Laserfiche’s WebLink Public Portal

<https://ecsimaging.com/products/laserfiche/weblink/>

**Indicates site has custom Landing Page and/or Integration.*

City Government	
City of Alameda	http://docs.ci.alameda.ca.us/WebLink/browse.aspx?startid=81737&&dbid=0&cr=1
City of Azusa	https://publicdocs.ci.azusa.ca.us/WebLink/Browse.aspx?cr=1
*City of Carlsbad Map Search	https://records.carlsbadca.gov/WebLink/Welcome.aspx?cr=1 https://www.arcgis.com/apps/webappviewer/index.html?id=48ca0fc80fe84177a2d375be96fb4372
*City of Costa Mesa	http://24.43.32.143/WebLink/Welcome.aspx?cr=1
City of Cupertino	http://64.165.34.13/WebLink/Browse.aspx?startid=676&cr=1
*City of Fresno	https://documents.fresno.gov/WebLink/Browse.aspx?startid=10&cr=1
City of Fullerton	https://docs.cityoffullerton.com/WebLink/Welcome.aspx?cr=1
City of Hollister	http://68.189.121.230/WebLink/Welcome.aspx?dbid=0&repo=CityofHollister&cr=1
City of Lakewood	http://weblink.lakewoodcity.org/WebLink/browse.aspx?dbid=0&cr=1
City of Lynwood	http://services.lynwood.ca.us/WebLink/Browse.aspx?startid=4&dbid=0&cr=1
*City of Millbrae Video Tutorial Link	https://portal.laserfiche.com/Portal/Welcome.aspx?repo=r-c2783ec8 https://www.youtube.com/watch?v=dBNt5-KVvZw&feature=youtu.be
City of Napa	https://lf.cityofnapa.org/WebLink/Welcome.aspx?dbid=0&repo=CityOfNapa&cr=1
City of Newport Beach	https://ecms.newportbeachca.gov/Web/Welcome.aspx?cr=1
City of Placentia	http://records.placentia.org/weblink/Welcome.aspx?cr=1
City of Pomona	http://public-records.ci.pomona.ca.us/weblink/Browse.aspx?dbid=0&cr=1
*City of Rancho Cucamonga	https://rcdocs.cityofrc.us/WebLink/Welcome.aspx?cr=1
City of Rancho Palos Verdes	https://documents.rpvca.gov/WebLink/Browse.aspx?cr=1
City of San Luis Obispo	http://opengov.slocity.org/WebLink/browse.aspx?cr=1
City of South San Francisco	https://weblink.ssf.net/weblink/Browse.aspx?cr=1
City of Temecula	http://laserfiche.cityoftemecula.org/WebLink/Browse.aspx?dbid=2&id=51&row=1&cr=1
City of Temple City	https://portal.laserfiche.com/Portal/Welcome.aspx?repo=r-0825c3f0
City of Tustin	https://webdocs.tustinca.org/Weblink/Browse.aspx?dbid=0&cr=1
City of Vista	https://records.cityofvista.com/WebLink/Browse.aspx?dbid=0&startid=4&&cr=1
*Town of Truckee	http://laserfiche.townoftruckee.com/WebLink/Browse.aspx?dbid=0&cr=1

Arc GIS Integration	
County Government	
*Fresno County Public Health	https://www.fresnohealthinspections.org/
Hawaii County	http://records.co.hawaii.hi.us/WebLink/Welcome.aspx?cr=1
*Riverside County TLMA	http://weblink.rctlma.org/WebLink/Search_tran.aspx?cr=1
*San Bernardino County PW Arc GIS Link	http://170.164.60.159/WebLink/Welcome.aspx?dbid=3&repo=SBCPublicWorks https://sbcountypw.maps.arcgis.com/apps/webappviewer/index.html?id=998f9db88f77437cbb0842885685fd87
ECS Weblink	
ECS Weblink Demo	https://portal.laserfiche.com/Portal/Welcome.aspx?repo=r-d2913526

System Integration - Laserfiche provides the ability to easily send and pull data information from itself to other business applications in the organization. The ECS team of professionals has executed successful integrations between Laserfiche and 3rd party applications using multiple tools provided including the SDK toolkit, Out of Box Connector wizard, Workflow, Forms and out of box URL links. Common Integrations including but not limited to:

- *Financial Systems:* Tyler-InCode Technologies, Munis Financial, JD Edwards, Eden Financial, Springbook, QSS, Peoplesoft Financials, SAP
- *ERP/CRM Systems:* Peoplesoft, NeoGov, Datatel, Microsoft Navision & Dynamics, Linux-Based, Green-screen, Banner, Salesforce, Redtail
- *Permit Systems:* Sungard Permits, H.T.E., Accela, Eden, **Tyler-Energov***
- *GIS Systems:* ESRI, AutoDesk, Geo Docs
- *Law and Justice:* ISD Court Case Management, HITS (Hawaii Island Tracking System), ECS Custom Upload to District Attorney, Mugshot and Sixpack Applications, Criminal Justice Information Systems (CJIS)
- *Other Applications:* Microsoft Office & SharePoint, PlanetPress Transactional Documents, Psigen capture, DocuSign Digital Signatures, Granicus, eScribe
- *Cloud Hosted:* Amazon Cloud, Azure and private
- *And hundreds more with Laserfiche Connector*

* Tyler EnerGov Integration by ECS Imaging

In 2015, ECS Imaging developed a custom integration with the Tyler EnerGov permit system. The Integration offers organizations the ability to centralize long term and archival storage of EnerGov documents and files in Laserfiche. The integration automates the process for sending documents to Laserfiche in an intelligent way – through dynamic routing – that stores incoming documents and metadata into an easy to browse folder structure in Laserfiche. The seamless integration provides users the ability to easily retrieve documents directly from Energov while being stored in Laserfiche. The Integration works with both the Tyler Energov On-premise and Cloud Versions.

Data Conversion / Migration - ECS has performed many data migrations and has the tools and expertise to ensure a smooth transition. We will design a data migration strategy that maximizes the speed of your migration while balancing the need to eliminate downtime. The following provides a list of over 30 different systems converted by ECS to Laserfiche. For some of the more frequent system conversions we have developed a seamless program to help you transition quickly and accurately. Conversions include documents and associated data such as file names, index values, and annotations. Conversion list:

- | | | |
|------------------|--------------------------|-------------------------|
| 1. Questys | 12. Papervision | 23. Exigen – Visiflow |
| 2. FileNet | 13. Alchemy | 24. Fortis/File Magic |
| 3. LibertyNet | 14. Microsoft Access | 25. Alfresco |
| 4. AX/OTG/Legato | 15. OpenText | 26. Stellant |
| 5. Sire | 16. Minolta | 27. ATPAC |
| 6. OnBase | 17. Sytech | 28. DocStar |
| 7. ImageNow | 18. Content Verse | 29. Excalibur on VAX |
| 8. DISC Image | 19. DAZEL | 30. IBM Content Manager |
| 9. Image X | 20. ImageFlow MuniMetrix | 31. Versatile |
| 10. Documentum | 21. HP Trim/Rim | 32. Sytech 1DocStop |
| 11. SharePoint | 22. Infoworks | 33. Presync |

Technical Certifications

Certifications:

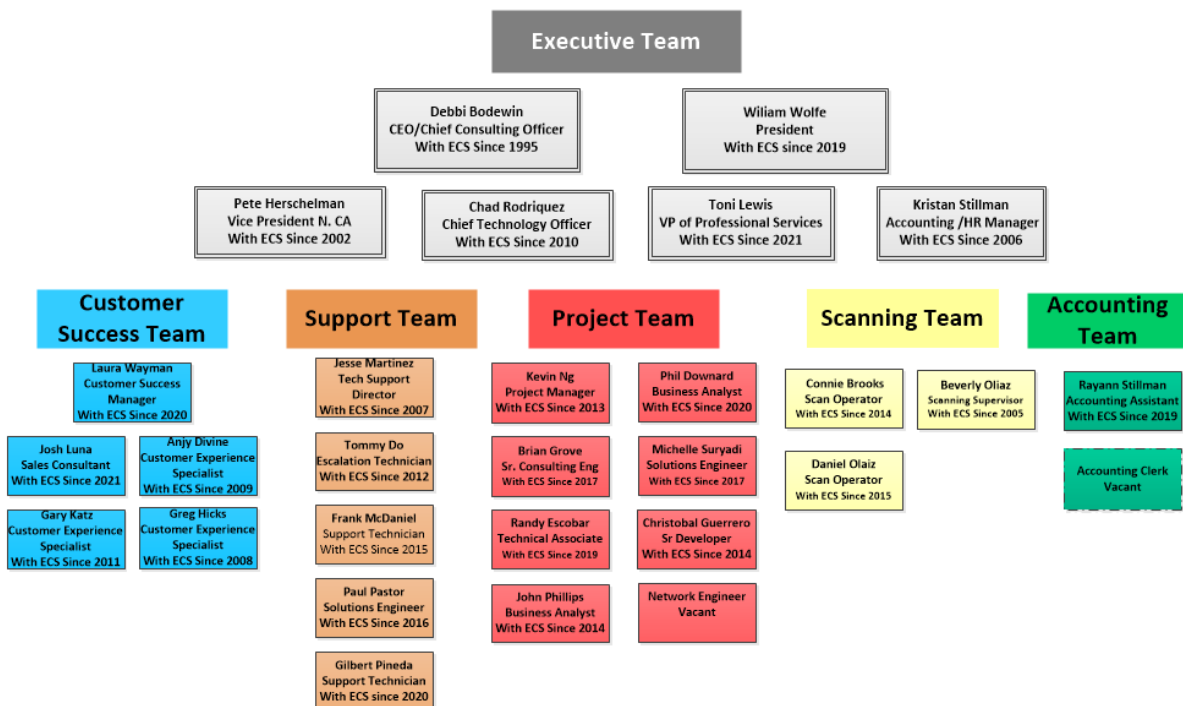
- MBA
- PMP
- Comptia A+
- Comptia Network+
- AIIM Capture Practitioner

Programming Languages:

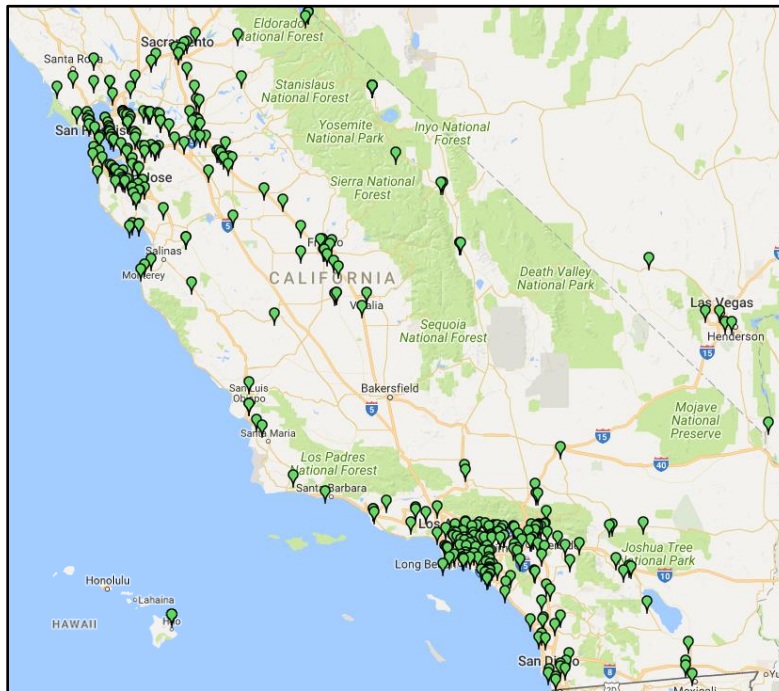
- C++
- C#
- Java Script
- HTML/HTML5
- VB.NET
- Visual Basic
- SQL

Organizational Chart

ECS Imaging, Inc. Organizational Chart April 2021



ECS Customer Locations and Commitment



Over 400 Public and Private Sector Customers including 130+ Cities.

How the ECS Team is here for you:

<p>Executive Team</p> <ul style="list-style-type: none"> ✓ Key Stake Holders ✓ Ensuring (ARO) Accountability, Responsibility, Ownership ✓ Leadership 	<p>Customer Success Team</p> <ul style="list-style-type: none"> ✓ Main Point of Contact /Feedback ✓ User Experience and Success ✓ Coordination of Services ✓ Product Consulting
<p>Project Management Team</p> <ul style="list-style-type: none"> ✓ Projects for Business Process Improvements ✓ Automated Workflows & Forms Processes ✓ Laserfiche Integrations ✓ Training on Laserfiche solutions 	<p>Technical Support team</p> <ul style="list-style-type: none"> ✓ Technical Support ✓ Updates and Upgrades ✓ Server and Cloud Migrations ✓ Training on products

ECS is committed to our customer's success:



By providing exceptional and consistent implementation, training, and support services we can ensure that our customers have the tools and knowledge to successfully achieve their document management initiatives. This is reflected in the feedback we have received from our customers through over 90+ 5-Star Google Reviews between our two offices. Links to Google Reviews: [Southern CA](#), [Northern CA](#), and [Customer Success Stories](#).

Laserfiche Qualifications

Laserfiche Leads in Local Government

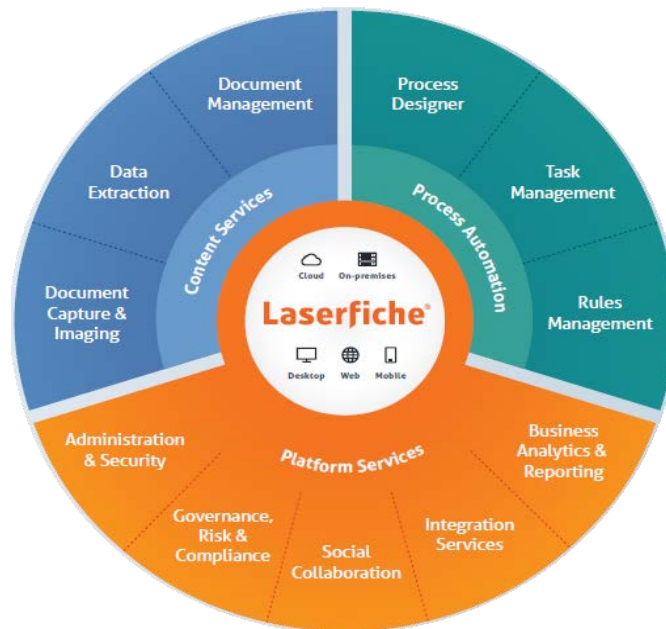
- Laserfiche began in 1987 and is used by more than 40,000 customers worldwide
- Laserfiche has over 30 years of experience in the local government market and is used by thousands of government agencies worldwide including over 3,000 Cities and 1/3 of the Counties Nationwide
- Laserfiche is the enterprise content management (ECM) of choice for the majority of CDG’s top digital cities and counties

Laserfiche Document Management Software is an enterprise suite designed with the same look and feel throughout. It is easy to install, easy to learn, and easy to use. It provides complete control over what type of information is stored, where it is stored, how long it is kept, and who can view that information. Granular security provides multiple levels of protection against unauthorized access to information. Users can benefit from a multitude of powerful search methodologies, including full-text, metadata, annotation or folder/file tree search.

Laserfiche Server is an extremely efficient and robust application that creates a very small network footprint yet can scale to support thousands of users, multiple databases, and an abundance of information. The base server is a security gateway to the suite of Laserfiche products. Images and OCR text are stored natively as TIFF documents and ASCII files (Group IV Compression) to guarantee document integrity as well as future availability. Laserfiche is optimized for Microsoft SQL Server database platform. Metadata information is stored within the database server to allow for scalable quick access. Since Laserfiche utilizes Microsoft SQL database as its backend, it is fully ODBC compliant, meaning it can communicate with most any standard data source.

Laserfiche Solution Highlights

<p><u>Content Management:</u> Document Management Content Capture and Imaging Any File Type content</p>	<p><u>Process Automation:</u> Business Process Automation Robotic Process Automation Electronic Forms Reporting and Analytics</p>	<p><u>Platform Services:</u> Records Management (50515.2) Security and Compliance Cloud Content Management ECM Integrations</p>
<ul style="list-style-type: none"> ▪ Workflow & Robotic Automated Processing ▪ Electronic Forms ▪ Electronic Signatures ▪ WebLink Public Portal ▪ Content Management ▪ Records Management ▪ Access via Desktop, Web, Mobile 	<ul style="list-style-type: none"> ▪ Audit Trail & Reporting ▪ Redaction & OCR ▪ Desktop & Web Administration ▪ Advanced Capture Tools ▪ Integration Tools & SDK ▪ Trusted Systems Compliance ▪ Cloud & Self Hosted 	



Laserfiche Awards and Recognition

Laserfiche has excelled at winning awards throughout its legacy since 1987. Here's a few recent very accomplished accolades.

- **Gartner Peer Insights - Laserfiche Named a [2020 Gartner Peer Insights Customers' Choice](#) for Content Services Platforms. The "Voice of the Customer"**
- **[Gartner Peer Insights shows 95% would recommend Laserfiche](#)** and overall rating of 4.7 of 5.
- **Nucleus Research** Traditional old-style enterprise content management (ECM) was an inflexible product designed purely for document storage and simple retrieval. Today, modern ECM includes advanced technologies such as artificial intelligence (AI) and machine learning (ML) that automate business processes, improve data capture and classification, provide contextual search capabilities, and deliver information governance. The Nucleus Research ECM Technology Value Matrix 2018 reflects advances made this past year, evaluating vendors for functionality, usability, and the value that a vendor's solution brings to the client.
- **Nucleus Research** analyzed the experiences of several Laserfiche clients to understand why they chose that vendor's enterprise content management (ECM) software solution, and what factors contributed to the continued relationship. Our research found that customers selected Laserfiche for three key reasons over its ECM competitors: user friendly interface, sophisticated functionality, and superior customer support. Nucleus also determined that the Laserfiche client retention rate for this survey was greater than 90 percent. (2017)
- **Infotech Research Group** – Recognized by leading analysts for expertise in serving the government market
- **Center for Digital Government** – Regularly published in Center for Digital Government trend reports on process automation and shared services
- **Government Executive** – Featured though leader in Government Executive publication
- **Computer World** - Best Places to Work
- **Best in Biz Awards**

Qualifications and Experience of Proposed Project Team



Debbi Bodewin, Chief Consulting Officer

25+ Years of Industry Experience
With ECS since 1995

Surpassing 25 years developing ECS to become what it is, she leads the company's consultative techniques and customer centric approach. She leverages her extensive experience in customer service and consulting in the ECM industry to support the ECS customer base. She appreciates the opportunity to help digitally transform organizations with the latest technology and provide them with superior customer service.

Qualifications and Certifications

- B.A. Marketing, minor in Spanish – *Cal State University, San Bernardino*
- 25+ years of experience with Laserfiche and Customer Success
- Best Practices for the ECM industry
- Product Specific Education: Comprehensive understanding of the entire Laserfiche Product Suite, Integrated Products, Capture Solutions, Compliance standards

Career Highlights & Accomplishments

- Serves as Corporate Director since 2000 with *ECS Imaging, Inc.*
- Has overseen hundreds of customers in the last 25-years including ECS' largest accounts with hundreds of users and Fortune 200 company.
- Internationally-traveled, bi-lingual in Spanish
- Served many years on several non-profit Board of Directors for philanthropic causes.



Chad Rodriguez, MBA - Chief Technology Officer

Laserfiche Gold Certified Professional
14 Years of Industry Experience
With ECS since 2010

Laserfiche Experience:

- Infrastructure Design and Consultation
- Enterprise Wide Project Management and Implementation
- Third Party Integration
- Data Conversions
- Data Import and Indexing Automation
- Workflow Automation
- Business Process Automation

Education & Certifications:

- BS in Computer Science & Engineering – University of La Verne
- MBA in Technology, Management & Leadership – University of La Verne
- More than a dozen Laserfiche Certifications



Toni Lewis – VP of Professional Services
25+ Years Industry Experience
With ECS since 2021

Project Experience:

- Project Management
- Process Improvements
- Six Sigma
- System Implementation
- System Administration
- Business Analyst
- Laserfiche, Microsoft Dynamics CRM, Banking systems and other line of business applications

Education and Certifications:

- Project Management Professional (PMP)[®] Certification
- Lean Six Sigma Green Belt Certification
- Integrated Quality & Project Services
- Electronic Records Management Certification
- AIIM Enterprise Content Management Certification
- B.S. Secondary Education (English & Business)
- AIIM Chapter President



Kevin Ng – Project Manager
Laserfiche Certified Professional
8 Years of Industry Experience
With ECS since 2012

Project Experience:

- Project Management
- Extensive experience in software installation
- Business Process and Workflows
- Workflow, Forms, Quick Fields

Education and Certifications:

- B.S. Mechanical Engineer – *San Jose State University*
- 4 years of IT support desk experience
- 4 years Laserfiche Implementation Experience
- All Laserfiche Certifications



Brian Grove, Senior Business Analyst & Training Specialist
Laserfiche Gold Certified Professional
With ECS since 2017

Laserfiche Experience:

- Records Management Configuration
- Third Party Integration
- Data Conversions
- Quick Fields Automation
- Workflow
- Business Process Automation

Education and Certifications:

- Information Systems and Computer Science – West Valley College
- All Laserfiche Certifications
- Law Enforcement Level 2 CJIS Security Certified

- Project Management and Implementation



Cristobal Guerrero, Software Engineer
Laserfiche Gold Certified Professional
With ECS since 2014

Laserfiche Experience:

- Workflow
- Data Conversions
- Software Integration
- Forms Processing
- Quick Fields Automation
- Laserfiche SDK
- Laserfiche Connector

Education & Certifications:

- BS in Computer Science – CSU San Bernardino
- AS in Computer Information Systems
- All Laserfiche Certifications
- CompTia A+ Certification
- Scripting and Programing

Questions / Response to Scope of Services

Technical Specifications

1. Required Specifications

Ability to scan and import standard data file formats, as well as large-scale maps and plans,

Laserfiche is capable of accepting any file type for storage including large format maps and plans, (NOTE: Large format documents require a large format scanner). Laserfiche supports virtually all file formats. TIFF, PDF, CAD, MS Office, HTML, JPEG, BMP, PNG, AVI, MPEG, MP3, WAV, etc. Laserfiche supports the viewing of TIFF files natively. PDF files are viewable natively within the client when an adobe reader application is installed on the workstation. All other content will be opened using the files native application and can be edited in those applications.

OCR functionality

Documents can be processed using OCR to make the document full-text searchable (i.e. you can search content within a document), or indexed by extracting certain key information and inserting that information into index fields associated with a document template which provides additional search criteria.

The accuracy of text recognition through OCR can be affected by a variety of factors, such as documents scanned at an angle. However, there are actions you can take to improve the accuracy of OCR processing. Using image enhancement tools such as Deskew, Despeckle, and Rotate can greatly improve the accuracy of the OCR process. Image enhancement can be applied to a document temporarily and removed once the OCR process is complete.

Boolean, metadata and full text searching

Laserfiche Full Text Search supports “Fuzzy Logic”, Relationship Operators, Wildcards, and proximity.

Customizable reporting capabilities, including the ability to export reports as both PDF and Microsoft documents (such as Excel or Word)

Laserfiche Audit Trail Reporting is a Web application that enables you to view, filter, and export audit data stored in binary log files. You can create reports to analyze audit data, view the information as a chart, filter it to include only the information relevant to you, and export the data for use in spreadsheet programs such as Microsoft Excel. You can also save reports for future use. Once Laserfiche Audit Trail Reporting has been installed and configured, users will be able to access it and run reports using a Web browser.

Ability to publish documents to the City’s website for public access

The Laserfiche Public Portal (Weblink) allows you to share documents externally for private and confidential content. Confidential content can be redacted before being made available. The system can monitor and report suspicious activity and restrict flagged content. Administrators can determine what files and folders are made available to external parties.

Ability to “pull” data to auto-populate indexing/metadata values from other systems

Laserfiche can be configured to automatically lookup an external database and populate index fields from information in the database. Lookup processes retrieve information from a third-party database and store them with the document processed in Quick Fields, Connector, Forms or Workflow processes. As a real-time process, Field Lookup can be used in various stages of processing, including to update information during Revision. Field Lookup matches one or more values extracted from a document with a column or columns in a third-party database. When a match is found, any value from the corresponding row in the database can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. The lookup will pull data from the first row whose columns match the specified inputs. The lookup can begin when a field is updated, when a specified key is pressed, or when the document is processed.

Retention management per the City’s retention schedule

Laserfiche does allow for the configuration of retention periods. Retention periods can be customized and applied to reports and folders within the Laserfiche repository. There are two primary methods for assigning retention management to documents depending on the level of central records control desired by the City. One option is to simply use index fields that include the effective data, record type and destruction date to administer records. In this case a workflow is typically generated to add X number of years to the effective date to automatically calculate the destruction date and a search is performed for reporting or for purging of records. The other option is to use the Laserfiche Records Management Edition, which provides robust and formal retention control, but requires additional administration and a strict records series structure for the folder structure. Either methods requires developing a list of each record type and assigning that record type at time of import, either by selecting a record type from a drop-down list or by its folder location in the repository.

Security for confidential records, including Personally Identifiable Information (PII)

Laserfiche security can be divided into Feature Rights, Access Rights, Privileges and Tags. Feature rights make up the actions a user can take as part of their global security profiles, while Access Rights allow those actions to be fine-tuned based on the type of object to which rights are assigned. Access Rights control user access to folder structures, documents, document annotations, volumes and metadata. Permissions provide the ability to distribute administrative functions without providing system-administrator level access. For example, the network administrator can be given the ability to create user accounts and assign access rights, but not be able to open any documents in the system. Security tags are a way of dynamically assigning security to documents. Tags are user definable and represent the sensitivity level of the documents to which they are assigned. The access level of users is determined by the tags to which they have been granted access. For example, if a document has been assigned a “Subpoenaed Record” tag, a user without access to the “Subpoenaed Record” tag cannot view the document even if they have rights to the location where the document is stored.

Images and/or text associated with a document can be redacted, allowing you to hide sensitive material from unauthorized users. Only users with sufficient security rights can view redacted material, which will appear highlighted in gray. Users without security rights will see a black or white area, instead of the image or text behind it. Workflow can be configured to automatically add a redaction to a document/record, apply security tags or security rights.

2. Software System Licensing

Provide an explanation on the software licensing model for the proposed solution (concurrent user or named user licensing).

Laserfiche offers several user license types depending on what tasks the user needs to perform within the system:

User License Types:

- **Named Full User / Device User** – Full privileges, limited only by security. License can be configured for a user or a device with multiple users able to log into it.
- **Participant User** – For employees. These users will have read-only repository access and the ability to participate in Forms processes.
- **Community User** – For non-employees. These users will have read-only repository access and the ability to participate in Forms processes.

Public User License Types:

- **Anonymous Public User** – Anonymous general public access is through the Weblink Public Portal with a view only access level. On the Cloud the licensing is per view. For Self hosted it is concurrent viewing or unlimited. Weblink can also be used for internal users to have view only access.
- **Anonymous Forms Public User** – Anonymous public users who submit Forms via the Forms Portal.

3. System Architecture

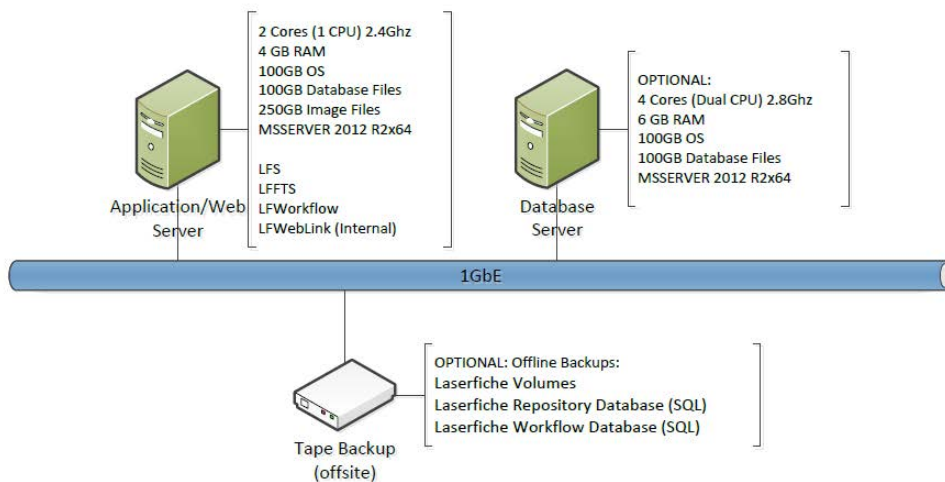
a. High level diagram of the required hardware architecture.

MSSQL or SQL Express will need to be acquired.

Server Diagram for Laserfiche Avante Implementation

Revised 10/09/2014

6-10 Simultaneous Users (Text Searching, Scanning), 10-20 Total Named Users.



b. Hardware and software requirements including server operating system, database server, client browsers supported, etc.

<p>Operating System <i>Supported Operating Systems (x86):</i></p> <p>Windows 7 SP1 and above Server 2008 R and above</p>	<p>Database Management System <i>Supported Database Management Systems (x86):</i></p> <p>MSSQL 2008 v10 SP1 & SP2 and above</p>
<p>Supported Web Browsers</p> <p>Google Chrome 6+ Mozilla Firefox 4+ Internet Explorer 10, 11 Microsoft Edge Safari 4+</p>	<p>Supported Mobile Devices</p> <p>Apple iOS 8+ Android 4.0.3+ Windows 10</p>

c. List of scanning hardware that is required for the solution

Laserfiche is hardware agnostic which means it can be used with a variety of scanners. As a premiere partner with Canon and Fujitsu we can provide recommendations and discounts on compatible desktop and production scanners.

d. Detail the inherent backup and recovery functionality that is available within the software

Laserfiche Cloud is backed-up automatically. To ensure recovery in the event of a disaster, Laserfiche repository data is backed up every 6 hours. Database backups are encrypted and stored in Amazon S3 (Simple Storage Service). Backup data is actively replicated to alternative data centers. Backups are never overwritten and all backups are kept for at least 14 days. The recovery time objective in the event of a disaster is 2 hours.

For Self hosted systems backups are done through third party backup software. In addition to typical daily and incremental backups, we can also provide a disaster recovery cloud hosted backup plan to meet Trusted System requirements.

4. Implementation and System Configuration

ECS Implementation

As a project-based firm, ECS Imaging, Inc. understands that our reputation is based on the impression we leave with our clients at the end of each project engagement. We place a great deal of emphasis on our project plan and the implementation methodology behind that plan. We have found this emphasis to be beneficial in ensuring that all your expectations are met and exceeded throughout the implementation process.

At ECS, we have extensive experience implementing turnkey Laserfiche records management, document management, and business process automation solutions for hundreds of clients. Our experience implementing systems in similar environments provides us with significant insights into the best practices for your project. We intend to provide professional customized recommendations and solutions to your organization from kick-off to go-live to ensure a successful project implementation.

To enable a controlled, effective and timely implementation we would recommend a phased approach. We have used this technique successfully in many previous implementations. The following section outlines the ECS methodology for implementation and is based on PMBOK guidelines published by the Project Management Institute.

Project Management Methodology

Step 1: Requirements Analysis - Gather and Confirm All Requirements for a Successful Implementation

Performing a thorough requirements analysis is a critical first step to successfully completing a project on time and within budget. The requirements analysis involves a re-examination of the documents that will be captured, the processes that will be automated and the way people will use and interact with the documents once they have been digitized. During the requirements analysis, important design factors such as security, access and retention requirements will be examined and documented.

Step 2: Planning - Define the Formal Work Plan, Checkpoints and Milestones for the Project

The formal work plan will serve as the master schedule by which progress is measured. The work plan will include all project-related tasks, as well as all required resources. The published work plan will also be used to track all project-related activities and generate scheduled and ad hoc progress reports. A mutually accepted work plan will be developed before work on the project will begin.

Step 3: Design - Design Every Aspect of the System in a Design Specification Document

Design is usually the first milestone of the project plan and is always documented in detail. System specifications will be developed to meet the needs outlined in the requirements analysis. These specifications will be submitted for approval before the build process begins. Design includes identifying and developing folder structure, index values/metadata, approval processes, and retention and security.

Step 4: Build - Build the Application According to the Design Specification

The system should be built according to the approved specifications. Any changes that need to be made should be made to the specification and agreed upon before they are implemented.

Step 5: Test - Test the Application for Functionality, Performance and Design, According to the Specification

Before the solution is rolled out, comprehensive testing should be done. It's important to identify issues through testing so that productivity is not hindered once the system goes live.

Step 6: Revise - Revise the Application per Testing Results and Conform to Design Specification

Based on test results, there may be functional or performance issues that require modifications to hardware or software components to address. System modifications should require the approval of an appended specification before they are made.

Step 7: Rollout - Launch the Application, Supported with Communication, Training and Service

The system should be rolled out based on a defined plan. All rollout activities, such as pilot testing, change management activities and training should be coordinated to ensure a smooth transition to the new system.

Roles and Responsibilities

Role	Client Responsibilities
Client Executive Sponsor	<ul style="list-style-type: none"> ▪ Has final authority and responsibility for the project ▪ Reviews and approves changes to project requirements and project scope ▪ Allocates resources towards the completion of project tasks ▪ Approves final deliverables
Client Project Manager	<ul style="list-style-type: none"> ▪ Reports to and receives direction from Client Executive Sponsor ▪ Participates in and approves of project plan requirements, scope, and deliverables ▪ Manages, reviews, and prioritizes the client-side project tasks with objective to stay on time and on budget ▪ Provide status and progress reviews to project team and Client Executive Sponsor ▪ Manages client-side resources (project team members) ▪ Monitor and control project schedule, budget, and quality ▪ Reviews and approves deliverables ▪ Signs off project milestones
Client Department Managers	<ul style="list-style-type: none"> ▪ Identifies the department requirements to Client Project Manager ▪ Manages the completion of department specific project tasks ▪ Supervises department specific resources ▪ Reviews and approves department deliverables
Client IT Manager	<ul style="list-style-type: none"> ▪ Validates feasibility of hardware requirements ▪ Acquires and manages configuration of server and client hardware ▪ Supervises IT specific resources ▪ Reviews and approves IT deliverables
Client Trainers	<ul style="list-style-type: none"> ▪ Responsible for client hosted training ▪ Serves as the client's subject matter expert ▪ Long-term power-users or super-users of system information and on-going training for new and existing staff
ECS Imaging Responsibilities	
ECS Executive Sponsor	<ul style="list-style-type: none"> ▪ Has final authority and responsibility for the project and deliverables ▪ Reviews and approves changes to project requirements and project scope ▪ Provides additional resources for scope changes ▪ Finalize contract negotiations and commitment of ECS Imaging, Inc. to project ▪ Leads the teams involved for accountability, responsibility and ownership
ECS Customer Success Manager	<ul style="list-style-type: none"> ▪ Provide consulting and recommendations for business process improvements ▪ Monitor Project Manager accountabilities ▪ Monitor Technical Manager accountabilities ▪ Maintain active relationship with Client's Project Sponsor ▪ Ensure exceptional User Experience and Success
ECS Project Manager	<ul style="list-style-type: none"> ▪ Provide progress updates ▪ Provide structured implementation methodology ▪ Communicate required process changes to implement solution ▪ Prepare and coordinate solution deployment ▪ Coordinate the availability of staff to meet requirements of project plan ▪ Communicate and confirm scheduled times with the client and ECS staff ▪ Make recommendations for business process improvements ▪ Responsible for delegating configuration and setup per requirements and analysis (engineers and analysts to be determined based on project requirements) ▪ Drive systems testing; resolve nonconformance's ▪ Participate in User Acceptance Testing; resolve nonconformance's ▪ Coordinate development of custom documentation to be provided to client

ECS Business Analyst	<ul style="list-style-type: none"> ▪ Make recommendations for business process improvements ▪ Analyze current methods and map to desired outcome ▪ Identify gaps between desired outcome and standard software capabilities
ECS Trainer	<ul style="list-style-type: none"> ▪ Provide training to Client Trainers and other staff ▪ Develop training documentation
ECS System Engineer	<ul style="list-style-type: none"> ▪ Configuration and setup of system ▪ Installation and Configuration ▪ Onsite and Remote Technical Support ▪ Onsite Training ▪ Development Tasks (when needed)
ECS Software Engineer	<ul style="list-style-type: none"> ▪ Conversion recommendations and tasks ▪ Development tasks ▪ Integration recommendations and tasks

5. Conversion/Migration of Existing Content

ECS has extensive experience in migrating documents from legacy systems as well as from file shares and network drives to Laserfiche.

6. Education and Training

System Administration: System administrators should be encouraged to participate in as much of the implementation process as possible so they understand how the hardware and software components are configured and work together.

System Administrator Training begins with a comprehensive overview of the Laserfiche System. This includes each component reviewed in detail. Integration and installation issues are also addressed. The role of the trainer is to provide the participants a thorough understanding of the Laserfiche system so that they can develop, integrate, and manage the system at their organization.

As a Training Outline, they will be learning: Template Creation and modification, folder design concepts, Laserfiche security setup and administration, database backup, other miscellaneous tips and tricks for the Laserfiche System Administrator, volume management, other Laserfiche products/plugin, most common Laserfiche problems and how to resolve them. Some of these functions may be taught also to the Department Manager. The System Administrator is usually someone with a good knowledge of computers; often an Information Technology person would be best for this role.

Technology Basics: This hands-on or group training is for users who have never used Laserfiche before. Some of the topics covered in this training are: Annotations, Customizing the Document Viewer, Document Metadata, Using the Folder Browser, Electronic Documents, Searching, Importing Documents, Exporting and Printing Documents, and Snapshot.

One session will be comprised of scanning, batch scanning, advanced scanning, importing and indexing. It is recommended that only a few at a time be in this session, as this session includes hands-on training for each person. It's important that each Scan operator actually scan in real documents and get familiar with the process.

This hands-on or group training is for user who will be scanning documents into Laserfiche using Laserfiche Scanning. Topics discussed in the training are indexing, short-cut keys, batch processing techniques, and cleanup tools.

The second session will be for retrieval and viewing only users. It is recommended that there are no more than 10 individuals per session. This will address the various retrieval methods, viewing options, printing, emailing and customizing tool bar options.

This session includes detailed instruction on the various methods for searching within Laserfiche including Quick Search and the Customize Search option for more advanced search criteria. This session also covers search results and what information is returned, how to open and view documents, and how to utilize the information returned.

User Controls: This training is included in Technology Basics for End-User features and functionality.

Security Maintenance Training: This training can be included in Administrator Training session for System Administrators

Error Handling: This training can also be included in the Administrator Training session for System Administrators.

7. System Maintenance/Support

ECS GOLD Priority Support is offered for on-site and remote technical assistance. Hours can be used for any type of service offering including: configuring workflows, forms, integrations, training, remedial support, additional consulting requirements, or for version upgrades/releases of the software. Support hours are 7:30 am – 5:00 pm, Monday – Friday PST excluding major holidays. All support will be provided through ECS Imaging, Inc. directly.

• Software problem isolation and identification procedures

The following demonstrates our escalation process.

<p><u>Tickets Reviewed by Escalation Manager</u> Tickets open 2+ business days Tickets not updated by technician for 2+ business days Tickets that require Laserfiche Development assistance Tickets Automatically Sent to Escalation Manager</p>	<p><u>Tickets open 5+ business days*</u> Tickets with no easily defined resolution Case by case approval by management</p>
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*Exceptions – long term projects, waiting on client, waiting on hardware, etc.

• How new software is released and installed

ECS notifies customers through various methods including but not limited to: the ECS monthly e-Newsletter, ECS website updates, and through periodic email and phone call contact by your dedicated Account Manager. Our free monthly webinars also inform on important updates, new features and product roadmaps.

The frequency of updates is as follows: Minor releases every year, with major releases typically every 4 years. Upgrades are available for download from the Laserfiche Support Site with detailed instructions

on how to manage the installation. However, ECS will assist the City with all Laserfiche upgrades, we can also provide training if your IT staff prefers to handle this internally.

For Laserfiche Cloud the updates are done automatically after hours. Typically at least quarterly but often more frequently as new features are added.

- **If third-party software is used, information describing third-party software support**

No third-party software is being proposed.

Cost Proposal

ECS is proposing 3 options based on the requirements and our recommendations.

Option 1 – Laserfiche Cloud Hosted Professional Tier with 5 Full Users and Weblink Public Portal plus:

Laserfiche Cloud Professional Tier includes: Direct Share, Data Encryption at Rest, Autoscaling, Automated & Encrypted Backups, Intrusion Detection, Automated Feature & Security Updates, Automated Text Extraction, Import Agent with Email, Starter Audit Trail+, Workflow & Forms Process Automation, Connector, Surveys, 1 Workflow Bot, 10 Quick Fields Complete w/Agent, MS Office & SharePoint Integration, CRM Integrations for MS Dynamics 365, Salesforce & Redtail. 50,000 RESTful web API calls/month.

Software-as-a-Service				
Laserfiche Cloud Professional Document Management and 100 GB storage per user for 5-49 users.				
SKU	Description	Unit Price	Quantity	Line Total
CLENF2	Laserfiche PF Cloud Professional Users (5-49)	\$ 830.00	5	\$ 4,150.00
CLPALP	Laserfiche PF Cloud Public Portal (Up to 1,000 Views/month)	\$ 600.00	1	\$ 600.00
			Cloud Professional Subtotal	\$ 4,750.00
Professional Services (One-time)				
SKU	Description	Unit Price	Quantity	Line Total
ECSTK	ECS Turnkey Configuration, Consulting, Project Management & Training	\$ 4,500.00	1.0	\$ 4,500.00
			Subtotal	\$ 4,500.00
	Tax Rate	Software Only (Download Only)	0.00%	Tax \$ -
				Shipping \$ -
				Discount \$ (450.00)
				(First Year) Total Upfront Cost \$ 8,800.00
				(Second Year Onwards) Total Cost Paid Annually \$ 4,750.00

Total: \$8,800 First Year. \$4,750/annually

Option 2 – Laserfiche Cloud Hosted Site License under 15,000 Population includes 100 Full Users plus:

Laserfiche Cloud Business Tier includes: Direct Share, Data Encryption at Rest, Autoscaling, Automated & Encrypted Backups, Intrusion Detection, Automated Feature & Security Updates, Automated Text Extraction, Import Agent with Email, Advanced Audit Trail, Workflow & Forms Process Automation, Connector, Surveys, 1 Workflow Bot, 10 Quick Fields Complete w/Agent, MS Office & SharePoint Integration, CRM Integrations for MS Dynamics 365, Salesforce & Redtail. SDK, **Unlimited Weblink Public Portal** & Forms Portals. DocuSign Integration and Records Mgmt. 100,000 RESTful web API calls/month.

Software-as-a-Service				
Laserfiche Cloud Business Document Management and 100 GB storage per user for 25+ users.				
SKU	Description	Unit Price	Quantity	Line Total
CLXGOV15	LF City Site License 100 Full Users, 10TB Storage (Population <15,000)	\$ 15,450.00	1	\$ 15,450.00
			Cloud Business Subtotal	\$ 15,450.00

Professional Services (One-time)				
SKU	Description	Unit Price	Quantity	Line Total
ECSTK	ECS Turnkey Configuration, Consulting, Project Management & Training	\$ 4,500.00	1.0	\$ 4,500.00
				Subtotal \$ 4,500.00
	Tax Rate Software Only (Download Only)	0.00%	Tax	\$ -
			Shipping	\$ -
			Discount	\$ (1,500.00)
				(First Year) Total Upfront Cost \$ 18,450.00
				(Second Year Onwards) Total Cost Paid Annually \$ 15,450.00

Total \$18,450 First Year. \$15,450/annually

Option 3 – Laserfiche Subscription Self Hosted On-Premises Site license under 15,000 Population includes 100 Full users plus:

Laserfiche Subscription Business includes Import Agent with Email Archiving, Advanced Audit Trail, Full SQL Support, Workflow, Forms Pro, Connector, MS Office 365 and SharePoint Integration, Federated Search, DocuSign Integration, Records Management, Enterprise Identity Management, 10 Quick Fields Complete w/Agent, 15 Repositories & Unlimited Content Servers, **Unlimited Weblink Public Portal** and instances, 3 Forms Portals, 3 Sandboxes with 10 users, and SDK.

Software-as-a-Service				
SKU	Description	Unit Price	Quantity	Line Total
JSXGOV15	Laserfiche BT City Site License 100 Full Users (Population <15,000)	\$ 15,450.00	1	\$ 15,450.00
				Subscription Bus Subtotal \$ 15,450.00
Professional Services (One-time)				
SKU	Description	Unit Price	Quantity	Line Total
ECSTK	ECS Turnkey Install, Configuration, Consulting, Project Management & Training	\$ 4,500.00	1.0	\$ 4,500.00
				Subtotal \$ 4,500.00
	Tax Rate Software Only (Download Only)	0.00%	Tax	\$ -
			Shipping	\$ -
			Discount	\$ (1,500.00)
				(First Year) Total Upfront Cost \$ 18,450.00
				(Second Year Onwards) Total Cost Paid Annually \$ 15,450.00

Total \$18,450 First Year. \$15,450/annually

ECS Professional Services for all 3 options include: Repository setup, Training for Clerks Department users and Administrator, and Customizing the Weblink public portal.

Additional services available for Forms and Workflow automations, integrations, and any other services at \$175/hour with our Gold Support all inclusive services package.

References

City of Fresno

2600 Fresno Street
Fresno, CA 93721-3601

Contact: Dennis Jones, Database Administrator

Phone: (559) 621-7117

Email: Dennis.Jones@fresno.gov

Project Description: In late 2015 the City of Fresno requested Statements of Qualifications from qualified vendors to provide professional services to assess its current Laserfiche installation and provide services to establish folder structure and document naming conventions, a new document capture methodology, implement workflows to support automating business processes, and expand its use of the Laserfiche system in the Public Works Department.

ECS was selected as the City's vendor of choice to support and expand the City's Laserfiche Avante System. The system included licenses for 8 users, Advanced Audit Trail, Quick Fields, Zone OCR and Real Time Lookup, Import Agent, Web Access, and Scan Connect. Since then the City has added Weblink Public Portal, upgraded to Rio enterprise with 200 users and the Connector for integrations. The system is integrated with Accela in the Building department, and there are many workflow and Quick Fields automated processes.

City of Millbrae

581 Magnolia
Millbrae, CA 94030

Contact: Elaine Tran, City Clerk

Phone: (650) 259-2373

Email: etran@ci.millbrae.ca.us

Project Description: Acquired through an RFP process. 10 User Laserfiche Cloud System implementation and configuration in 2019.

City of Hanford

319 N. Douty Street
Hanford, CA 93230

Contact: Eric Forcey, IT Manager

Phone: (559) 585-4746

Email: eforcey@ci.hanford.ca.us

Project Description: Customer since 2017, ECS supports the City's Laserfiche Avante system with 37 Users, Forms Essentials, Mobile, Web Client, ScanConnect, Quick Fields Bar Code, and Quick Fields Zone OCR.

City of Temple City

9701 Las Tunas Drive
Temple City, CA 91780

Contact: Peggy Kuo

Phone: (626) 285-2171

Email: pkuo@templecity.us

Project Description: ECS was selected through an RFP process as the vendor to implement a document management system and provide scanning services. In April, 2014, we installed a Laserfiche Avante system with 2 Named Users, Web Distribution Portal, Web Access, and Mobile. A year later the City

upgraded their Web Distribution Portal to a Standard Public Portal. Scanning services were provided to the City Clerk's Office and the Building Department.

City of Coalinga Police Department

270 N. 6th St.

Coalinga, CA 93210

Contact: Stacy Anderson, Admin Secretary/Records

Phone: (559) 935-2313

Email: sanderson@coalinga.com

Project Description: Acquired customer through VAR transfer in 2017. ECS provided services to convert the City's PD to Laserfiche Cloud in 2019. 3-User Cloud system with Process Automation (Workflow), Connector, and Import Agent.

City of Clovis Police Department

1233 5th St.

Clovis, CA 93612

Contact: Melinda Flores, Records Manager

Phone: (559) 324-2537

Email: melindaf@cityofclovis.com

Project Description: ECS acquired the City's PD through a VAR transfer in 2016. ECS currently supports their Laserfiche Avante system with 43 Users, 50 Forms Authenticated Participants (users who can participate in Forms processes and have Read-only access to the repository), Forms Professional, Forms Portal, Advanced Audit Trail, Import Agent, Quick Fields Zone OCR, Quick Fields Real-Time Lookup (Quick Fields are used for automated data extraction), Public Portal (allows the public to access designated documents/information online), Connector (integrations), and ScanConnect.

City of Tulare

411 East Kern Avenue

Tulare, CA 93274

Contact: Jason Bowling, IT Manager

Phone: (559) 684-4266

Email: jbowling@tulare.ca.gov

Project Description: ECS Customer since 2018, ECS supports the City's Laserfiche system with 10 Users, each with email and snapshot capabilities, Web Client, and ScanConnect.

Implementation Schedule

The project timeline is flexible, and we will work with your team to determine the right time and pace for the project. Below is an outline of the services that we will provide to ensure a successful implementation of the system.

After the specific scope of work is defined, we will determine the timeline for the project. We are flexible regarding the start time of the project; including consulting, installation, configuration, and training of all users. The following is a high-level project plan with milestones and benchmarks:

Step	Description of Tasks	Date
1	Kickoff Meeting: In the initial meeting, we will review the project plan, define project rolls, discuss and review project scope, review hardware requirements, set expectations of project milestones, and determine ongoing communication.	May, 2021
2	Software Installation: Upon confirmation of order approval, the software can be installed within two to four weeks, dependent on availability of any requisite hardware. Installation will be a joint effort between the organization's technical staff and ECS. Detailed hardware recommendations for server-side components will be provided to the organization. Additionally, we assist with initial client/scanner workstation installations and provide instructions for unattended deployment to any remaining workstations.	TBD
3	Conversion (as needed): ECS's development team will convert all appropriate documents and data from the existing document management system or document storage. Please refer to the attached documentation for additional details of the conversion process.	TBD
4	Solution Review and Validation Meeting: This meeting is to review the new solution with the organization to ensure the configuration has been completed per the requirements. Changes to the solution are made at this time. Multiple iterations may occur to achieve the final desired solution.	TBD
5	Business Process Consultation: These meetings will be held to develop an understanding of the organization's current business processes and to plan an implementation strategy for Laserfiche.	TBD
6	Testing: Testing is performed of the final desired solution to ensure that all aspects of the solution are working as intended. ECS will demonstrate that the system is fully functional, security settings are verified, and system is validated by the organization to be fully operational and to meet their needs as proposed.	TBD
7	Administrative Training: ECS will train the organization's technical staff on the system's architecture, databases, backend applications, and interfaces with other systems. Training will also cover how to monitor and manage the security, users, and user rights. This training is designed for the organization's system administrator and will focus on how to setup the system, folder trees, file structures, templates, volumes, system monitoring, license usage, and backup procedures.	TBD
8	Workflow Training (as needed): ECS will train the organization's technical staff on configuring automated workflow processes utilizing the Laserfiche Workflow module for the Workflow administrator.	TBD
9	Forms Training (as needed): ECS will train the organization's staff on building and using Laserfiche Forms. Training will cover the various steps in creating and customizing web forms to be used internally and/or externally.	TBD
10	Records Management Training (as needed): ECS will consult and train the organization's Records Manager on how to configure and implement the District's file plan into the	TBD

	solution to account for classification of records stored throughout their lifecycle. Training will cover how to manage records (cutoff, destruction dates, freezing of records, legal holds) along with tracking and reporting tools includes.	
11	End User Training (Train-The-Trainer or Classroom Style): User training on how to use the software and to understand the business process. Training will cover how to use all of the different software components (Workflow, Forms, etc.).	TBD
12	Resolve any issues (Prior to go live date): After end user training is completed, end users may identify some small adjustments in the business process solution. These items will be addressed prior to the Go Live date.	TBD
13	Go Live. An on-site engineer will be available on the Go Live date.	TBD

Training

In most cases, training is provided onsite by ECS trainers using the installed system (depending on the current environment). These training sessions can be scheduled for individuals or groups according to their role. Training sessions are developed and tailored specifically to our customers. The duration of training is typically between 1 – 2 days. Training can be provided for new installations, new users, refresher training, updated features and functionality, additional software modules, etc. Below is an overview of the type of training we offer:

On-Site End-User Training

This hands-on or group training is for users who have never used Laserfiche before. Some of the topics covered in this training are:

- Annotations
- Customizing the Document Viewer
- Document Metadata
- Using the Folder Browser
- Electronic Documents
- Searching
- Importing Documents
- Exporting and Printing Documents
- Snapshot
- Emailing Documents

One session will be comprised of scanning, batch scanning, advanced scanning, importing and indexing. It is recommended that only a few at a time be in this session, as this session includes hands-on training for each person. It's important that each Scan operator scan in real documents and get familiar with the process. This hands-on or group training is for user who will be scanning documents into Laserfiche using Laserfiche Scanning. Topics discussed in the training are indexing, short-cut keys, batch processing techniques, and cleanup tools.

The second session will be for retrieval and viewing only users. It is recommended that there are no more than 10 individuals per session. This will address the various retrieval methods, viewing options, printing, emailing and customizing tool bar options. This session includes detailed instruction on the various methods for searching within Laserfiche including Quick Search and the Customize Search option for more advanced search criteria. This session also covers search results and what information is returned, how to open and view documents, and how to utilize the information returned.

On-Site Administrator Training

System administrators should be encouraged to participate in as much of the implementation process as possible, so they understand how the hardware and software components are configured and work together.

System Administrator Training begins with a comprehensive overview of the Laserfiche System. This includes each component reviewed in detail. Integration and installation issues are also addressed. The role of the trainer is to provide the participants a thorough understanding of the Laserfiche system so that they can develop, integrate, and manage the system at their organization.

As a Training Outline, they will be learning: Template Creation and modification, folder design concepts, Laserfiche security setup and administration, database backup, other miscellaneous tips and tricks for the Laserfiche System Administrator, volume management, other Laserfiche products/plugin, most common Laserfiche problems and how to resolve them. Some of these functions may be taught also to the Department Manager.

On-Site Power-User Training

Laserfiche Workflow Admin Training - This hands-on training is for users who will be designing workflows within the Laserfiche System. This class is not exclusive to IT, but users should be technically savvy and familiar with IF/THEN logic. Some of the topics covered in this training are: Parallel and Conditional Routing, E-mail Notifications, Reminders / Deadlines, and Repeat/Looping related to business processes.

Laserfiche Forms Training - This hands-on training focuses on the design and configuration of electronic fillable forms. Power-users will be provided instruction on the functions of Forms submitters, approvals, assigned tasks, reports, performance monitoring, and forms as part of workflow configurations.

Laserfiche Quick Fields Training - This hands-on training is for users who will be creating Quick Fields Sessions. Typically, this training is for IT or Power Users of Laserfiche and includes automating Quick Fields Sessions, data capture, extraction and validation, image enhancement, and customizing the handling, processing, and information capture for specific document types. Class material is dependent on the Quick Fields modules purchased.

Laserfiche Audit Trail Training - This hands-on or group training is for user who will be generating or viewing Audit Reports on the Laserfiche Repository. Laserfiche Audit Trail is typically used to investigate the viewing, retrieval, or export of a document from the Laserfiche Repository. This class is typically limited to Administrators and Power Users with comprehensive access to the Laserfiche Repository.

Laserfiche Records Management Training - This is hands-on training covers basic records management concepts for records managers and for general staff. This session provides training on the lifecycle of Records from creation to final disposition and includes setting up retention schedules, managing record series and record folders, determining cutoff instructions and disposition, and compliance requirements.

Integration Training SDK / LF Connector - Training for IT applies to integration with specified line of business applications.

Laserfiche Online Help Resources

As part of your Laserfiche Software Assurance Plan, all licensed users of the system will have 24/7 access to the Laserfiche Support site where you will find additional online training opportunities. The Laserfiche Support Site offers a variety of resources to help you use your Laserfiche products more effectively including best practices and tips for using the products, troubleshooting information and hotfixes, technical papers on a variety of topics, product demonstration and how-to videos located on the Laserfiche YouTube site, and a Code Library and other resources for developers. The Support Site is updated regularly.

Additional Laserfiche Online Training and Support Options (Login Required)

- Laserfiche Support Site - <https://support.laserfiche.com>
- Laserfiche Answers - <https://answers.laserfiche.com>
- Laserfiche User Manuals - <https://support.laserfiche.com/kb/1012253/current-online-laserfiche-product-help-files>
- Laserfiche Video Gallery - <https://support.laserfiche.com/gallery/#/list#%2Flist>
- Laserfiche Aspire – Learning Resources - <https://support.laserfiche.com>
- Laserfiche Certified Professional Program (CPP) - <https://www.laserfiche.com/support-learn/certification>

Complimentary ECS User Training

We believe in providing continued added value to our clients in an ongoing basis and assisting them in utilizing the solutions we provide to the maximum potential. That is why **we offer complimentary training opportunities throughout the year** to provide added value to your Laserfiche investment. We offer free User Group Workshops scheduled in Northern and Southern California on a quarterly basis (preCOVID) that are hosted by one of our clients at their facility. Due to this inability to go onsite and gather in groups we have moved to a Monthly training webinar that started in July.

Our complimentary Annual Customer Conferences are also held in both Northern and Southern California and provide a full day of Laserfiche training, networking, and consultation opportunities. This year we were forced to move it online and provided 4 days of training at varying levels in September and October 2020. Each of the 4 Tracks were a 3 hour training and Q&A available.

Our monthly eNewsletter provides additional information about ECS events and Laserfiche news including product details, new software releases and updates, tips & tricks, client success stories, webinars, industry news with partners, and other on-line training resources.

<https://ecsimaging.com/news/newsletters/>

Upcoming Free ECS Training Events:

Wednesday, April 28, 2021 (10:00 AM – 11:30 AM)

Monthly training webinars are provided to ECS customers at no cost.

Laserfiche Empower Annual Conference in Long Beach, CA

The Laserfiche Empower Conference provides an added value for a week long training event typically in the first quarter with hundreds of classes available for all knowledge levels.

Optional Online Training Opportunities

Self-Guided Online Training

Laserfiche offers a Certified Professional Program (CPP) with online courses designed to provide users with step-by-step training on setting up, using and optimizing Laserfiche software. These self-guided online training courses are available on the Laserfiche Support site. The first course (ECM 101) is available at no cost and is recommended for anyone new to Laserfiche. Additional courses are offered at a cost of \$150 per course and provide detailed information to help users maximize the value of their Laserfiche investment. Certification includes a self-paced online exam, if users do not pass the exam on the first attempt, they can take it a second time at no additional cost.

Capture	Records Management	Business Process Design
<ul style="list-style-type: none"> ▪ Planning & Designing in Quick Fields ▪ Creating a Quick Fields Session ▪ Capture ▪ Getting Started with Laserfiche 10 	<ul style="list-style-type: none"> ▪ Records Management with Laserfiche 10 ▪ System Administration II ▪ System Administration I ▪ Getting Started with Laserfiche 10 	<ul style="list-style-type: none"> ▪ Building Advanced Processes with Laserfiche ▪ System Administration II ▪ System Administration I ▪ Building Laserfiche Workflows ▪ Getting Started with Laserfiche 10

Administration	Gold Certification	Platinum Certification
<ul style="list-style-type: none"> ▪ Building Advanced Processes with Laserfiche ▪ System Administration III ▪ System Administration II ▪ System Administration I ▪ Building Laserfiche Workflows ▪ Using Laserfiche Forms 10 ▪ Getting Started with Laserfiche 10 	<ul style="list-style-type: none"> ▪ Getting Started with Laserfiche 10 ▪ Capture ▪ Creating a Quick Fields Session ▪ Using Laserfiche Forms 10 ▪ Designing Laserfiche Forms 10 ▪ Building Laserfiche Workflows ▪ System Administration I ▪ System Administration II 	<ul style="list-style-type: none"> ▪ System Administration III ▪ Planning and Designing in Quick Fields ▪ Records Management with Laserfiche 10 ▪ Building Advanced Processes with Laserfiche ▪ Laserfiche Integrations (Coming soon...)

Support and Maintenance

Laserfiche Support Assurance Plan (LSAP) is an integral part of keeping your software up to date and ensuring that you have access to all the latest features and functionality the software has to offer. The Laserfiche Software Assurance Basic Plan includes the following:

- Unlimited telephone support through your authorized reseller
- Free copies of Software Version Updates, (updates are released an estimated 1-4 times per year).
- All the latest hotfixes, updates and patches to keep your system running at peak efficiency.
- 24/7 access to the Laserfiche Support Site and Laserfiche Answers where users will find detailed technical information to help optimize the Laserfiche system.

- Comprehensive training opportunities are available to all staff including quarterly Regional Training opportunities and the annual Laserfiche Institute Conference
- 100% of the purchase price of your current Laserfiche software can be credited to any new product purchase.

ECS GOLD Priority Support is an optional support plan to the basic Laserfiche Software Assurance Plan (LSAP). Where LSAP offers a response time within 24 hours, ECS GOLD Priority Support responds promptly to our client's needs and concerns. Our experienced tech team will respond within 4 hours of our client's call. Most calls are answered immediately and resolved within the same business day. Also includes admission to our complimentary quarterly user group workshops and the ECS Annual Customer Conference (TRANSFORM).

ECS GOLD Priority Support Plan includes a Toll-Free number with **Unlimited Priority Phone Support** with a 4- hour response time. Additional support avenues include a dedicated support email account (HelpDesk@ecsimaging.com), and Website with download/upload capabilities. We also offer Remote Desktop Assistance.

ECS GOLD Priority Support is offered for on-site and remote technical assistance. Hours can be used for configuring workflows, forms, integrations, training, remedial support, additional consulting requirements, or for version upgrades/releases of the software. Support hours are 7:30 am – 5:00 pm, Monday – Friday PST excluding major holidays. All support will be provided through ECS Imaging, Inc. directly.

Each customer maintains an experienced Customer Success Manager dedicated to your current and future needs. Your Customer Success Manager helps coordinate training and on-site visits, provides consultative advice to the project not only at the beginning, but also for planning out future requirements. This level of care ensures a smooth implementation and guarantees that our client's expectations are met and exceeded always.

ECS Direct Support / Extended Support Hours

ECS offers after hours support on a case by case basis typically for large upgrades to minimize downtime or emergency support. ECS does have customers that run 24/7 operations and provides support when needed for those clients. Laserfiche provides a 24/7 support portal website complete with videos, white papers, knowledgebase articles and Laserfiche Answers for Q&A. Laserfiche has the complete help manual online built into the system with screenshots and context sensitive search for help topics.

Certificate of Insurance

ECS maintains the following insurance coverage:

Public Liability: Hartford Casualty Insurance Co

Policy # 72SBAKT6798

Expires: 10/1/2021

Limit: \$2,000,000.00 - General Liability

\$2,000,000.00 - Auto

\$2,000,000.00 - Umbrella

Workers' Compensation: Lockton Affinity, LLC.

Policy # C65789528

Expires: 10/1/2021

Limit: \$1,000,000.00

Professional Liability Insurance: RLI Technologies

Policy # TEC0002633

Expires: 03/11/2021

Limit: \$2,000,000.00

ECS will provide the City of Mendota with Certificates of Insurance. ECS accepts this requirements.

Business License

ECS will acquire the City of Mendota business license prior to the contracting period and will maintain an active license throughout the contracted period. ECS accepts this requirement.

Laserfiche Product Descriptions

Laserfiche Cloud is enterprise content management with built-in business process management tools in a secure and scalable Software-as-a-Service (SaaS) subscription. It enables organizations to securely manage and share documents, videos, photos and other content as they flow through organizational processes. Laserfiche offers key components that help meet compliance requirements, maintain security, enable mobility, and integrate with third-party applications and more.

Security, Compliance and Disaster Recovery - Streamline operations without compromising system security using a robust platform of user-level, content-level and system-level security features. Reliable and secure infrastructure built on AWS provides the highest levels of availability and uptime. Industry-standard encryption including AES-256, IPsec and TLS are used to secure at-rest content and in-transit communication between virtual machines and services.

Enforce organizational security policies with advanced password complexity tools such as multi-factor authentication, character set / length requirements, password expirations and lockouts following failed subsequent sign-in attempts. Ensure business continuity through built-in platform disaster recovery including frequent 6-hour interval redundant back-ups and high service standards for recovery point and recovery time objectives. AWS complies with many certifications and standards including:

- ✓ SOC1/SSAE16/ISAE3402 (formerly SAS70), SOC 2, SOC 3
- ✓ FISMA
- ✓ PCI DSS Level 1
- ✓ ISO 9001, ISO 27001, ISO 27017, ISO 27018

Laserfiche Cloud is backed up four times a day, starting at 9 a.m. UTC and every 6 hours thereafter. Laserfiche Cloud automatically generates database and file backups and turns them into encrypted files stored through AWS' Simple Storage Services (S3). Laserfiche Cloud utilizes Amazon's Elastic Block Store (EBS) to backup data by taking point-in-time snapshots of volumes. With Amazon EBS, Laserfiche is able to create backups of any EBS volume and write a copy of the data in the volume to Amazon S3, where it is stored redundantly in multiple availability zones. Laserfiche Cloud uses the US West (Oregon) Region to host customer data. Within this region, there are three availability zones each of which consist of at least one data center housed in separate facilities with redundant power, networking and connectivity.

Packages Starting at	\$600 with 1 User	\$4,150 with 5 Users	\$23,750 with 25 Users
Cloud Features	Starter	Professional	Business
100 GB storage per user	✓	✓	✓
Document Management	✓	✓	✓
Audit Trail	Starter	Starter +	Advanced w/ Watermark
Direct Share	✓	✓	✓
Data Encryption at Rest	✓	✓	✓
Auto-scaling of Computing and Storage Resources	✓	✓	✓
Automated and Encrypted Backups	✓	✓	✓
Intrusion Detection	✓	✓	✓

Automated Feature and Security Updates	✓	✓	✓
Automated Text Extraction	✓	✓	✓
Import Agent w/ Email Archiving	✓	✓	✓
Process Automation	-	✓	✓
Connector	-	✓	✓
Surveys	-	✓	✓
Records Management	-	+	✓

Cloud Add-ons	Starter	Professional	Business
Laserfiche Web APIs	-	50,000 calls/month	100,000 calls/month
SDK (Software Development Kit)	-	+	✓
Quick Fields Complete with Agent	+	10+	10+
Workflow Bots for Process Automation	-	1 +	1 +
Public Portal	-	+	Unlimited +
Forms Portal	-	+	Unlimited +
Participant Users	-	+	+
Community Users	-	+	+
Smart Invoice Capture	-	+	+
Vault (requires Records Management)	-	+	+
Additional Storage	+	+	+
ScanConnect	+	+	+

Cloud Integrations	Starter	Professional	Business
Microsoft 365 Integration with Simultaneous Editing	✓	✓	✓
Integration with SharePoint	✓	✓	✓
Integration with Salesforce CRM	-	✓	✓
Integration with Microsoft Dynamics 365 CRM	-	✓	✓
Integration with Redtail CRM	-	✓	✓
Integration with DocuSign	+	+	✓
Integration with Ellucian Ethos	-	+	+
Certified Integration with SAP ArchiveLink	+	+	+
Integration with LaserApp	+	+	+
Laserfiche for Ricoh MFD	+	+	+

- Not Available, + Optional Add-on, ✓ Included

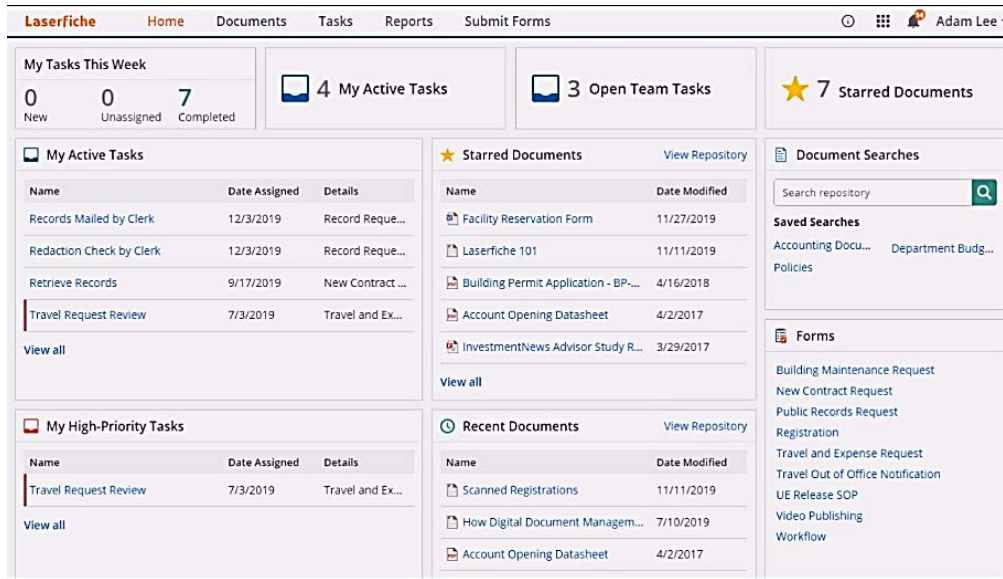
Laserfiche Cloud Features

Laserfiche Cloud Starter includes: Direct Share, Data Encryption at Rest, Auto-scaling, Automated & Encrypted Backups, Intrusion Detection, Automated Feature & Security Updates, Automated Text Extraction, Import Agent with Email and Starter Audit Trail.

Laserfiche Cloud Professional includes: Direct Share, Data Encryption at Rest, Auto-scaling, Automated & Encrypted Backups, Intrusion Detection, Automated Feature & Security Updates, Automated Text Extraction, Import Agent with Email, Starter Audit Trail+, Process Automation, Connector, Surveys, 1

Workflow Bot, 10 Quick Fields Complete w/Agent, MS Office & SharePoint Integration, CRM Integrations for MS Dynamics 365, Salesforce & Redtail. 50,000 RESTful web API calls/month once available.

Laserfiche Cloud Business includes: Direct Share, Data Encryption at Rest, Auto-scaling, Automated & Encrypted Backups, Intrusion Detection, Automated Feature & Security Updates, Automated Text Extraction, Import Agent with Email, Advanced Audit Trail, Process Automation, Connector, Surveys, 1 Workflow Bot, 10 Quick Fields Complete w/Agent, MS Office & SharePoint Integration, CRM Integrations for MS Dynamics 365, Salesforce & Redtail. SDK, Unlimited+ Public & Forms Portals. DocuSign Integration and Records Mgmt. 100,000 RESTful web API calls/month once available.



The screenshot shows the Laserfiche Cloud Dashboard interface. At the top, there is a navigation bar with 'Laserfiche', 'Home', 'Documents', 'Tasks', 'Reports', and 'Submit Forms'. The user's name 'Adam Lee' is visible in the top right corner. The dashboard is divided into several sections:

- My Tasks This Week:** A summary box showing 0 New, 0 Unassigned, and 7 Completed tasks.
- My Active Tasks:** A box showing 4 active tasks.
- Open Team Tasks:** A box showing 3 open team tasks.
- Starred Documents:** A box showing 7 starred documents.
- My Active Tasks Table:**

Name	Date Assigned	Details
Records Mailed by Clerk	12/3/2019	Record Reque...
Redaction Check by Clerk	12/3/2019	Record Reque...
Retrieve Records	9/17/2019	New Contract ...
Travel Request Review	7/3/2019	Travel and Ex...
- Starred Documents Table:**

Name	Date Modified
Facility Reservation Form	11/27/2019
Laserfiche 101	11/11/2019
Building Permit Application - BP...	4/16/2018
Account Opening Datasheet	4/2/2017
InvestmentNews Advisor Study R...	3/29/2017
- Document Searches:** A search bar with a 'Search repository' button and a list of saved searches including 'Accounting Docu...', 'Department Budg...', and 'Policies'.
- Forms:** A list of available forms such as 'Building Maintenance Request', 'New Contract Request', 'Public Records Request', 'Registration', 'Travel and Expense Request', 'Travel Out of Office Notification', 'UE Release SOP', 'Video Publishing', and 'Workflow'.
- My High-Priority Tasks Table:**

Name	Date Assigned	Details
Travel Request Review	7/3/2019	Travel and Ex...
- Recent Documents Table:**

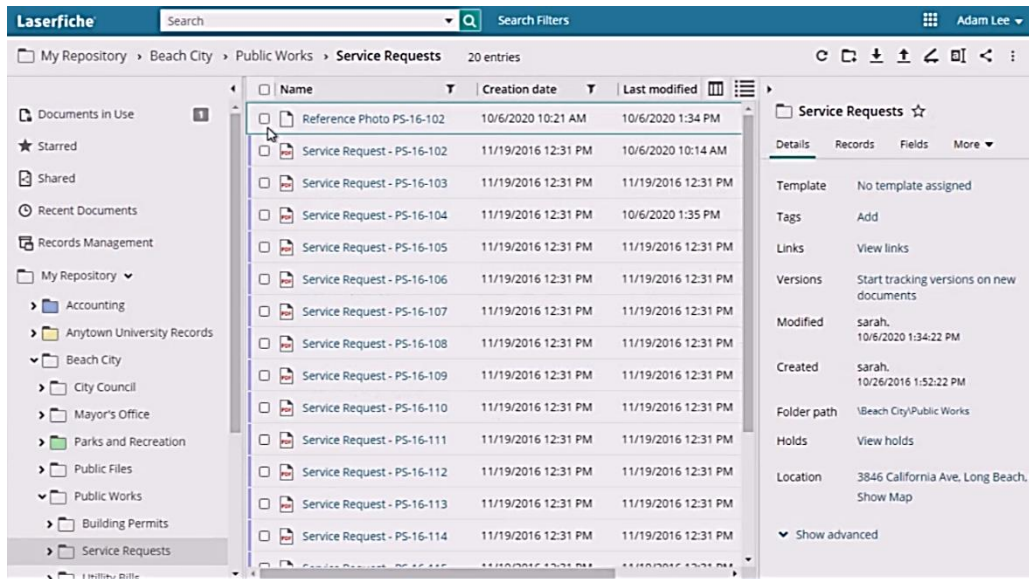
Name	Date Modified
Scanned Registrations	11/11/2019
How Digital Document Managem...	7/10/2019
Account Opening Datasheet	4/2/2017

Laserfiche Cloud Dashboard

100 GB Storage/User – Each user starts with 100GB of Cloud storage. Additional storage can be purchased at any time.

Document Management - Allows you to work with documents in your repository. There are a variety of ways to work with documents and folders in your repository. You can open documents and view their contents, organize entries into a logical folder structure, make changes to document contents, check out a document to make changes to it over time, and save your changes. You can also add metadata and annotations to documents, and launch business processes from relevant documents.

You can work with documents in the Folder Browser and Document Viewer. (Since folders and shortcuts cannot be opened in the Document Viewer, they are always worked with in the Folder Browser.) In general, actions that apply to the entire document (such as moving it from one folder to another or renaming it) are performed in the Folder Browser, and actions that apply to part of a document (such as rearranging pages or adding annotations) are performed in the Document Viewer. However, many tasks can be performed from either.



Laserfiche Repository

Starter Audit Trail - Auditing enables tracking activities performed in a Laserfiche repository. Information is tracked and efficiently stored in log files that are processed for use in reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations, but also contributes to the security of the Laserfiche repository.

Direct Share - Laserfiche direct share allows you to share content from the Laserfiche repository with external users through the web client or mobile app. When you send documents through direct share, the recipient will receive a unique and anonymized URL that they can use to access the files for a limited period of time.

Import Agent with Email Archiving - Import Agent can automatically retrieve files stored in a Windows folder and import them into a Laserfiche repository allowing numerous image capture devices (multi-function copier/scanners, network fax server, etc.) to work with Laserfiche. Automatically assign user-defined document templates, auto-populate index fields and create unique document names. You can also schedule Import Agent to import documents during off-peak hours.

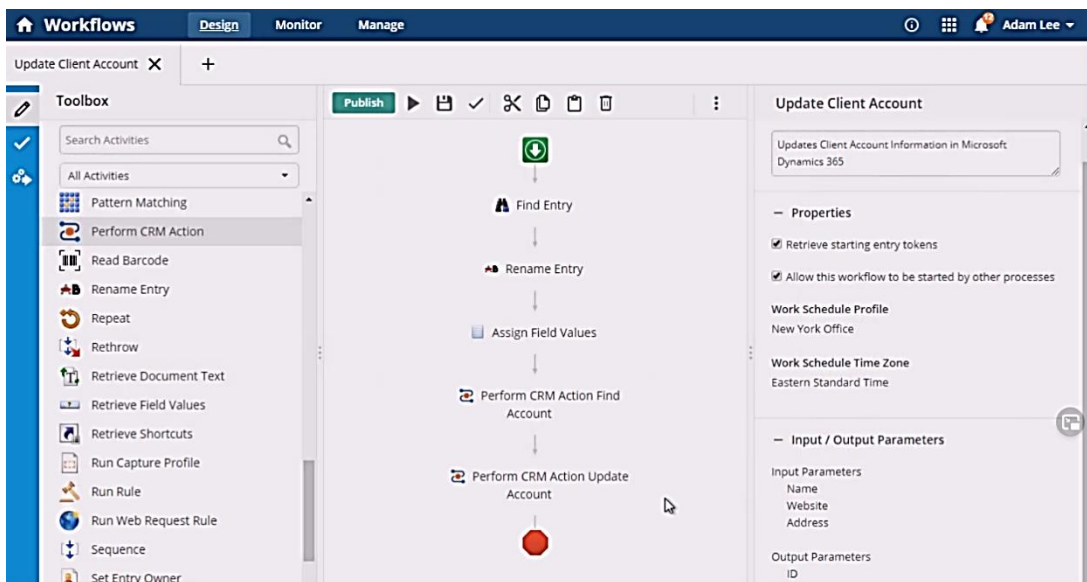
Email Archiving - allows you to automatically archive emails to Laserfiche using Import Agent. Emails can be archived to multiple repositories based on various conditions. Additionally, Email Archive can extract and assign metadata to the emails saved in Laserfiche. It can also extract and save attachments and the email's distribution list file.

Laserfiche Advanced Audit Trail with Watermark Feature Audit Trail enables you to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations, but also contributes to the security of the Laserfiche repository.

Laserfiche Process Automation is a set of components that let you automate business tasks. These tasks include moving documents, extracting and inputting data, setting deadlines, and more. Efficiently design

form-based processes using a new drag-and-drop layout form designer. This provides a near-WYSIWYG interface for forms creation and editing. The components to process automation include:

- **Workflows:** Build processes to extract data, route documents, and more. The Search Repository activity lets you search for files based on metadata field or location, and then use those files in the workflow. The Assign Rights activity lets you automatically apply access rights to entries in your repository.
- **Starting Events:** Define how and when processes start.
- **Rules:** Design reusable modules to run across processes. A Rules service task lets you run pre-defined rules such as data queries, decision tables, formulas, and more. You can also check and filter process instances across multiple processes at once through the process monitor view.
- **Entities:** Build models to represent and look up data in processes.
- **Files:** Upload attachments for processes to reference.
- **Settings:** Manage business options for processes.



Laserfiche Workflow Designer

Forms - Forms allow process managers to create and publish web forms with an intuitive forms management system without requiring coding or scripting.

- Attractive forms can easily be created with preconfigured templates or customized with editable fonts, colors, uploaded images and layouts.
- Drag-and-drop form elements including fields, checkboxes and radio buttons onto a form to collect the exact information needed, in the precise format required.
- Payment collection allows payment to be collected with Braintree and Authorize.Net payment gateways.

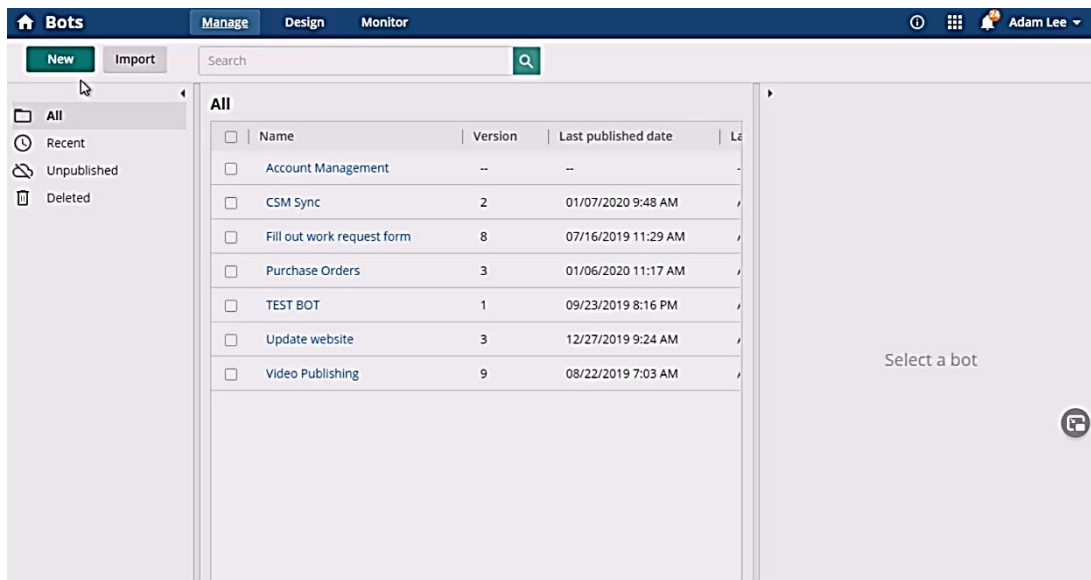
Surveys In Laserfiche Process Automation, surveys are a method for collecting data using forms, without having to configure a full-fledged business process. You can view reports on data collected from the surveys, similarly to viewing reports on business processes. You can access surveys by clicking on Surveys from the Process Automation landing page, and analyze survey data by exporting survey reports as a single PDF.

Connector Laserfiche Connector provides a streamlined experience for integrating Laserfiche with line-of-business applications such as Customer Relationship Management (CRM) and Enterprise Resource Planning (ERP) systems. A Laserfiche Connector profile can be configured to run a search, assign templates and fields to search results, scan a document, import a document, open a website, start another application, or write information to an application.

Quick Fields - Quick Fields is an advanced automated data capture solution. Once a session is configured in Quick Fields, users can run it automatically to:

- Capture documents
- Extract information
- Use the extracted information to sort or label the documents
- Add information such as annotations
- Store the documents in a Laserfiche repository
- Automate additional processes, features and functions

Workflow Bots for Process Automation – Laserfiche Bots, also known as Laserfiche Workflow Bots, use robotic process automation technology to let you easily configure software bots to automate repetitive, routine work between multiple systems. These bots work directly across application user interfaces, mimicking the actions a person would perform, including signing in and out of applications, copying and pasting data, and filling out forms. By automating these time-consuming, uninteresting tasks, users have more time to focus on more important matters.



Laserfiche Cloud – Workflow Bots

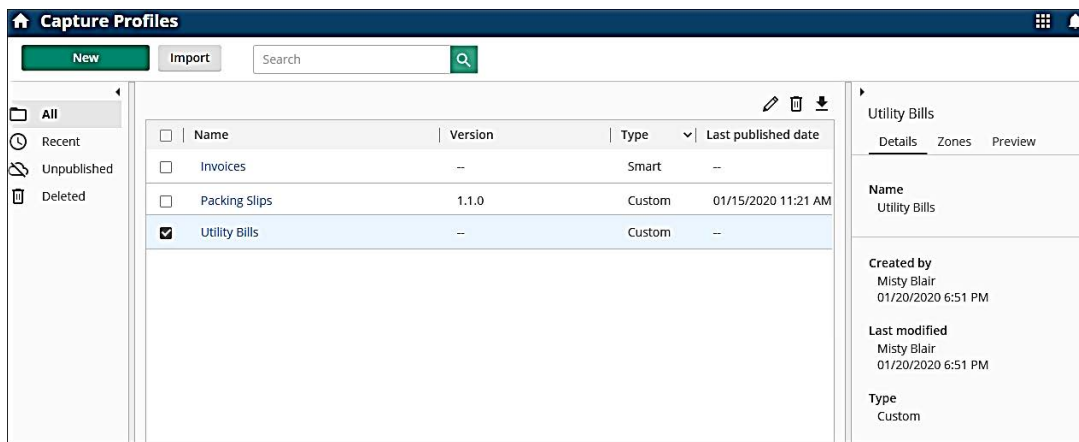
Public Portal - A Public Portal provides organizations a site for customizable external access to documents. Public Portal access permits non-authenticated views in user-friendly, read-only web portal.

Forms Portal - Forms Portal offers additional options for Forms that permit non-authentication or anonymous users to view and submit public starting forms. Laserfiche Forms can be shared with a customized and public URL.

Participant Users - The Participant user type is for individuals inside your organization that need to view documents in your Laserfiche repository and participate in Forms processes. To facilitate that, participant users can sign in through Active Directory Federation Services (AD FS).

Community Users - Community Users allow non-employees or customers the ability to view documents in the repository, search and export documents with a single sign-on credential. Community Users can also participate in forms processes.

Smart Invoice Capture - A smart invoice capture profile is a pre-configured profile that uses machine learning to automatically capture data on any invoice, specifically the invoice date, invoice number, purchase order number, and total amount due. Similar to custom capture profiles, the Run Capture Profile Workflow activity runs this smart profile and outputs tokens for the captured data to be used later in the workflow.



Smart Invoice Capture – Capture Profiles

Cloud Vault (Trusted Systems Storage) - Specifically designed for the financial services industry, Laserfiche Vault is a solution package of services and cloud-based features that provides a secure and accurate system of record to support broker-dealers in complying with SEC Rule 17a-f policies, including strict WORM (write once, read many) standards for retaining electronic records and FINRA audit requirements. Records Management is required.

Records Management Records management features in Laserfiche allow you to process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition. Records managers can define file plans and configure retention rules specific to their organization, and then view properties and status information for individual records and record folders in the new Records tab of the Metadata Pane. The life-cycle timeline displays the record's history and disposition eligibility, and eligible actions such as cutoff, transfer, accession, and destruction can be performed directly on the timeline. Records managers can quickly generate reports of records currently eligible for cutoff, disposition, and vital record review through the Records Management quick access list. Disposition actions can then be performed directly from the report.

Additional Storage – Additional storage is available at 100GB per person annually. Administrators can manage user accounts and storage capacity from the Cloud Administration page.

Software Developers Kit (SDK)* - The Laserfiche Software Developers Kit provides tools for creating programs that interact with Laserfiche. The package includes the integration libraries, documentation, sample code for using the libraries, and tools for distributing programs.

ScanConnect* - ScanConnect enables the use of ISIS scanning drivers with Laserfiche Scanning. A collection of ISIS drivers is included with ScanConnect. A list of supported scanners can be found on the Laserfiche Support Site. If your scanner is not listed, you may install any ISIS drivers your scanner Manufacturer has provided.

Packaged Site Licenses

Small College Site License - The prepackaged site license includes 100 users with all capabilities available with the Business tier and 10TB of storage. It is sold as a 3-year contract with an annual 3% increases. Cloud site licenses also include the Ellucian Ethos integration. Additional Full, Participant, and Community users can be added through special order.

City Site License - The prepackaged small municipal site license is sold by population. Cities less than 15,000 population includes 100 users with all capabilities available with the Business tier. Cities with more than 15,000 population includes 150 users with all of the capabilities with the Business tier. All prepackaged Cloud site licenses include 10 TB of storage. There is no multi-year contract and no annual increases for the municipal market. Additional Full, Participant, and Community users can be added.

Laserfiche Cloud Integrations

Microsoft 365 Integration with Simultaneous Editing Office Integration is a Laserfiche component that allows users to take advantage of Laserfiche features when working with Microsoft Word documents, Excel spreadsheets, PowerPoint presentations, and Outlook messages in their native Microsoft Office applications. With Office Integration, you can quickly save files to Laserfiche directly from Office applications, update Office documents already in your repository.

SharePoint Integration - with the Laserfiche and SharePoint Integration components included with Laserfiche Web Access, documents can be easily accessed from Microsoft® SharePoint®. List any part of your Laserfiche repository on a SharePoint page. Scan directly to a Laserfiche folder, right from your SharePoint site. Retrieve Laserfiche documents or folders using the SharePoint search box.

Integration with DocuSign - Send Documents from the Laserfiche repository via DocuSign to complete e-signatures.

Integration with Laser App – Import filled out LaserApp forms into the Laserfiche repository and set Laserfiche metadata field values based on LaserApp data.

Integration with CRM Applications Laserfiche Cloud includes pre-built integration points with external applications and customer relationship management (CRM) systems. By providing Laserfiche Cloud with access to Salesforce, Redtail, Microsoft Dynamics, and Ellucian Banner, you can create workflows to add, update, remove, and retrieve data from the respective CRM system. The Laserfiche Cloud integration

platform currently supports the following CRM systems: **Salesforce CRM, Redtail CRM, and Microsoft Dynamics 365.**

SAP ArchiveLink - Laserfiche Connector for SAP ArchiveLink allows you to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.

Laserfiche for Ricoh MFD - The Certified Laserfiche for Ricoh MFD is an embedded MFD solution that allows authorized users to scan to, print from, search and browse Laserfiche directly from Ricoh MFDs. It leverages these smart devices to provide a convenient way to communicate with your Laserfiche Server from a Ricoh MFD Android interface.

Ellucian Banner integration through Ethos - Laserfiche business processes support using lookup rules to auto-populate form fields with information from Ellucian Banner and other applications. Additionally, new actions, such as changing the major and minor disciplines, have been added to the Run Application Action activity in workflows for Ellucian connections.

Web API for Cloud Integration for Professional and Business Tiers - The Laserfiche API Preview includes an alpha set of RESTful Web APIs designed to more easily access your Laserfiche Cloud repository from a web application.

- Run Rule Service task
- Process Promotion Tool
- Batch print for PDF, TIFF, and Word Docs
- Icon Views
- Export Survey Reports

Laserfiche Price Lists

Laserfiche Cloud Price List

Product Description	Quantity	Code	Price	Licensing Metric
Business Users	25-49	CLENF3	\$ 950.00	User
	50-99		\$ 900.00	User
	100-199		\$ 755.00	User
	200-499		\$ 735.00	User
	500-999		\$ 435.00	User
	1,000+		\$ 300.00	User
Professional Users	5-49	CLENF2	\$ 830.00	User
	50-99		\$ 700.00	User
	100-199		\$ 670.00	User
	200-499		\$ 460.00	User
	500-999		\$ 310.00	User
	1,000+		\$210.00	User
Starter Users	1-50	CLENF1	\$ 600.00	User
Participant Users	10-199		\$ 120.00	User

	200-499	CFPAR	\$ 72.00	User
	500-999		\$ 54.00	User
	1,000+		\$ 42.00	User
Community Users	Block of 500	CFCAL	\$ 12,600.00	User
	Block of 1,000		\$ 18,190.00	User
	Block of 2,000		\$ 24,250.00	User
	Block of 5,000		\$ 36,380.00	User
	Block of 10,000		\$ 48,500.00	User
	Block of 25,000		\$ 60,620.00	User
Public Portal	Up to 1,000	CLPPAL	\$ 600.00	Views per month
Additional Public Portal Views	Block of 10,000	CLPPAL10	\$ 4,200.00	Views per month
Forms Portal	Up to 10,000	CLPPAL10	\$ 1,800.00	Submission per month
Additional Forms Portal Submissions	Block of 10,000		\$4,400.00	Submissions per month
Laserfiche Records Management		CLRM	\$ 5,750.00	Account
Laserfiche Vault		CLVAL	\$ 3,000.00	Account
Advanced Audit Trail		CLATX	\$ 2,875.00	Account
Laserfiche Invoice Smart Capture	Up to 10,000	CISC	\$ 6,000.00	Invoices per year
	Up to 20,000		\$ 9,996.00	Invoices per year
	Up to 50,000		\$ 19,980.00	Invoices per year
	Up to 100,000		\$ 34,980.00	Invoices per year
	Up to 250,000		\$ 57,996.00	Invoices per year
Laserfiche Quick Fields Complete with Agent-10 Pack		CLQCXA	\$ 12,000.00	Device
Laserfiche ScanConnect		CCSX1	\$ 100.00	Device
Laserfiche Workflow Bots		CRPA	\$ 5,000.00	Bot
Laserfiche SDK		CTKN	\$ 1,220.00	Account
Laserfiche Web APIs additional calls	Block of 50,000	CTKA	\$ 5,750.00	Calls per month
Laserfiche Web APIs additional calls	Block of 100,000			Calls per month
Storage (100 GB)		CLSAL	\$ 300.00	Account

Packaged Site Licenses

Product Description		Code	Software Cost	Licensing Metric
City Site License	Population less than 10,000	CLXGOV10	\$ 3,000.00	Account
City Site License	Population less than 15,000	CLXGOV15	\$ 15,000.00	Account
City Site License	Population less than 25,000	CLXGOV25	\$ 25,000.00	Account
Small College Site License	Less than 500 FTE Students	CLXED5	\$ 10,000.00	Account
Small College Site License	Less than 1,000 FTE Students	CLXED10	\$ 15,000.00	Account

Laserfiche Cloud Integrations

Product Description	Code	Software Cost	Support & Maintenance
Laserfiche Integration with Ellucian Ethos	CLELU	\$11,500.00	\$10,000.00
Laserfiche Integration with Salesforce	CLDSF	\$345.00	\$300.00

Laserfiche Integration with DocuSign	CLDCSI	\$345.00	\$300.00
Certified Laserfiche Connector for SAP ArchiveLink	CLSLKP	\$23,000.00	\$20,000.00
Laserfiche Integration with Laser App	CLLASR	\$345.00	\$300.00
Laserfiche for Ricoh MFD (2)	CLRC	\$201.25	\$175.00

Pricing Notes:

A minimum of one year support must be purchased with each new system. When new users or software are added to the system, support should be adjusted so that all components of the system have the same renewal date.

(2) The Laserfiche for Ricoh MFD is certified by Ricoh PTEC program. Version 1.1 supports the legacy, java-based Ricoh devices. Version 2.0+ supports the Android-based Ricoh devices.

Laserfiche Self-Hosted Subscription Pricelist

Product Information	Quantity	Code	Cost	Licensing Metric
Business Users	25-49	JSENF3	\$ 830.00	User
	50-99		\$ 815.00	User
	100-199		\$ 660.00	User
	200-499		\$ 470.00	User
	500-999		\$ 276.00	User
	1,000+		\$ 192.00	User
Professional Users	10-49	JSENF2	\$ 710.00	User
	50-99		\$ 600.00	User
	100-199		\$ 575.00	User
	200-499		\$ 395.00	User
	400-999		\$ 265.00	User
	1,000+		\$ 180.00	User
Starter Users	1-50	JSENF1	\$ 540.00	User
Participant User	10-199	JSPAR	\$ 110.00	User
	200-499		\$ 55.00	User
	500-999		\$ 38.00	User
	1,000+		\$ 28.00	User
Community Users	Block of 500	JSCOMM	\$ 10,670.00	User
	Block of 1,000		\$ 16,000.00	User
	Block of 2,000		\$ 21,350.00	User
	Block of 5,000		\$ 32,000.00	User
	Block of 10,000		\$ 42,650.00	User
	Block of 25,000		\$ 53,350.00	User
Education Users	Block of 2,000	JSEDCOM	\$ 10,675.00	User
	Block of 5,000		\$ 16,000.00	User
	Block of 10,000		\$ 21,325.00	User
	Block of 25,000		\$ 26,675.00	User
Public Portal	Public Portal for One Laserfiche Server	JSPLS1	\$ 12,130.00	Server
	Public Portal for Two Laserfiche Servers	JSPLS2	\$ 16,200.00	Server

	Public Portal for Unlimited Laserfiche Servers	JSPLSX	\$ 26,200.00	Account
Forms Portal		JEPFRM	\$ 3,880.00	Server
Records Management		JSRM	\$ 5,000.00	Account
Advanced Audit Trail		JSATX	\$ 2,500.00	Account
Laserfiche Quick Fields Complete w/ Agent	10	JSQCXA	\$ 12,000.00	Device
Laserfiche ScanConnect	1	JSCX1	\$ 100.00	Device
Laserfiche SDK		JTK	\$ 1,220.00	Account
Sandbox		JSD	\$ 8,000.00	Account

Prepackaged Site License

Product Information	Quantity	Code	Cost	Licensing Metric
Municipality Site License	Population less than 10,000	JSXGOV10	\$ 3,000.00	Account
Municipality Site License	Population less than 15,000	JSXGOV15	\$ 15,000.00	Account
Municipality Site License	Population less than 25,000	JSXGOV25	\$ 25,000.00	Account
Small College Site License	Less than 500 FTE Students	JSXED5	\$ 10,000.00	Account
Small College Site License	Less then 1,000 FTE Students	JSXED10	\$ 15,000.00	Account

Laserfiche Self-Hosted Subscription Integrations

Product Description	Code	Software Cost	Support & Maintenance
Certified Laserfiche Connector for SAP ArchiveLink	JSLKP	\$23,000.00	\$20,000.00
Laserfiche Integration with DocuSign	JDCSI	\$345.00	\$300.00
Laserfiche Integration with Laser App	JSLASR	\$345.00	\$300.00
Laserfiche for Ricoh MFD (2)	JSRC	\$201.00	\$175.00

Hybrid Cloud Services

Requires Laserfiche version 11 or later

Product Description	Code	Cost	Licensing Metric
Laserfiche Hybrid Direct Share	JSHDS	\$ 7,500.00	Account
Laserfiche Hybrid Smart Invoice Capture	JSHISC	Up to 10,000	\$ 6,000.00
		Up to 20,000	\$ 9,996.00
		Up to 50,000	\$ 19,980.00
		Up to 100,000	\$ 34,980.00
		Up to 250,000	\$ 57,996.00
Laserfiche Hybrid Workflow Bots	JSHRPA	\$ 5,000.00	Bot
Laserfiche Hybrid Integration with Ellucian Banner Ethos	CLELU	\$ 11,500.00	Account
Laserfiche Hybrid Integration with Salesforce	EHDSF	\$ 300.00	Account
Laserfiche Hybrid Integration with Redtail	EHRT	\$ 300.00	Account
Laserfiche Hybrid Integration with Microsoft Dynamics CRM	EHMCRM	\$300.00	Account

Q2 2021 v1

Quote Type **Avante**

Quotation For

Name:	Celese Cabrera-Garcia
Company:	City of Mendota
Phone:	(559) 655-3291
E-mail:	ccabrera@cityofmendota.com

Quote Info

Date:	4/28/2021
Quote Number:	104282021
Valid Through:	6/30/2021
Terms:	Net 30
Account Manager:	Laura Wayman
Phone:	323-241-8294
E-mail:	laura@ecsimaging.com

Description of Product and Services

Turnkey solution for the City self hosted Laserfiche perpetual licensing. The Annual Maintenance second year is \$3,100. Services include setup for City Clerk department, training and Weblink portal.

Software

Avante includes Workflow and Forms Essentials

SKU	Description	Unit Price	Quantity	Line Total
MSE10	Laserfiche Avante Server for SQL Express with Workflow	\$ 1,500.00	1	\$ 1,500.00
MNF16	Laserfiche Named Full User w/Web Access, Snapshot, and Email	\$ 600.00	10	\$ 6,000.00
MPD	Laserfiche Web Distribution Portal (5 retrieval users-1 user profile)	\$ 7,995.00	1	\$ 7,995.00
Software Subtotal				\$ 15,495.00

Annual Maintenance and Licensing

SKU	Description	Unit Price	Quantity	Line Total
MSE10B	Laserfiche Avante Server for SQL Express with Workflow LSAP	\$ 300.00	1	\$ 300.00
MNF16B	Laserfiche Named Full User w/Web Access, Snapshot, & Email LSAP	\$ 120.00	10	\$ 1,200.00
MPDB	Laserfiche Web Distribution Portal (5 retrieval users-1 user profile) LSAP	\$ 1,600.00	1	\$ 1,600.00
Annual Maintenance Subtotal				\$ 3,100.00

Hardware

SKU	Description	Unit Price	Quantity	Line Total
Hardware Subtotal				\$ -

Professional Services

SKU	Description	Rate	Quantity	Line Total
ECST	ECS Turn-key Configure, Consulting, Project Mgmt & Training	\$ 4,500.00	1.00	\$ 4,500.00
Professional Services Subtotal				\$ 4,500.00

Special Terms

Public Portal with 5 Users is limited to 1 user profile ie. Public View. Upgrading to a 10 user Public Portal listed below will allow you to create multiple security profiles and full trade in credit would be given if you start with the 5 User one.

Subtotal	\$	23,095.00
Tax Rate Software Only (Download Only)	0.000%	Tax \$ -
Software is only available via download and is not subject to CA sales tax		
Shipping	\$	-
Discount	\$	(3,050.00)
Total	\$	20,045.00

Billing Terms:

*Software & Maintenance billed 100% at project start. *Services billed 50% up front minimally w/ remaining Services as incurred. *Standard Processing fee added to credit card payments

Annual Priority Support Contract Includes

- o Maximum 4 Hour Response Time - Upgraded from 24 hours with traditional LSAP support
- o Live Hours of support are 7:30am - 5:00pm PST M-F
- o Unlimited Phone and E-mail Support
- o On-site time is calculated to the nearest half hour and minimum onsite calculation is between 2-8 hours depending on the location
- o On-site time can be used for remedial training, installing updates, and consulting, in addition to support
- o ECS may allow planned after hours support in rare circumstances. In these circumstances Priority Support will be billed at double the hourly rate.
- o Two free admissions to the ECS Annual Customer Conference along with Free Admission to Quarterly User Groups
- o Monthly E-Newsletter
- o On-site/remote support hours included as quoted. On-site within next business day as needed. Additional hours of support purchased at a discounted hourly rate. Customers not under this plan can purchase on-site hours at \$250/hour with a 1 hour minimum for remote support, and an 8 hour minimum onsite charge in addition to travel expenses.

Hardware Return Policy:

Unopened boxed hardware may be exchanged for a full cash or credit refund within 7 days - a 15% restocking fee may apply. Defective hardware will be exchanged for a replacement per the terms and conditions specified on the product warranty card.

Optional Weblink Portal w/10 concurrent users and multiple profiles for users.

Laserfiche Starter Public Portal (10 retrieval user licenses)	\$15,000.00	One Time Cost
Laserfiche Starter Public Portal (10 retrieval user licenses) LSAP	\$3,000.00	Annual Cost
Total	\$18,000.00	

ADDENDUM NO. 1
TO REQUEST FOR PROPOSALS FOR
CITY OF MENDOTA
ELECTRONIC DOCUMENT MANAGEMENT SOFTWARE
April 1, 2021

This **Addendum No.1** consists of seven (7) pages, and must be signed, dated and submitted along with the RFP submittal.

PART 1: The following additions, deletions or modifications shall become part of the Request for Proposals.

Strikethrough text (~~text~~) indicates deletions.

Bold Italicized text (***text***) indicates additions.

ITEM 1: SECTION III. SCOPE OF SERVICES, PROJECT OBJECTIVES, PAGE 3 & 4:

The City of Mendota intends to obtain the services of a qualified firm to take full responsibility for the implementation and support of the ***an on-premise*** EDMS. The objective of this RFP is to implement the City's first department-wide Electronic Document Management System (EDMS). The system will be managed by the City's City Clerk.

The goals of implementing a EDMS include:

- Establish a relationship with a proven EDMS firm with long-term viability
- Implement scanning software for the EDMS
- Have an enhanced user experience
- ***Have the ability to*** maintain functionality and interlace to other software applications ***(to occur in the future, but not as part of the initial EDMS implementation)***
- Automate retention policies where appropriate for effective document management
- ***Have the ability to*** incorporate workflow for enhanced document processing ***(To occur in the future, but not as part of the initial EDMS implementation)***
- Non-disruptive implementation with minimal downtime for users
- Extend the standardized use of an EDMS City-wide (scan/capture, index, storage and retrieval of documents)
- Effective training for all City users
- Document security and disaster recovery capabilities
- Compliance with California Government Code and Regulations 22620.1 through 22620.8 associated with Trustworthy Electronic Document or Record Preservation

The scope of the EDMS is City-wide. The following provides a listing of current software application interfaces:

- Microsoft Office 2019
- MOMS <https://momsoftware.com>
- MuniPermits System 2010 <http://www.gvbcc.com>

The recommended solution should allow for the integration of City software applications. The City does not require the integration of current software application interfaces as part of the initial solution implementation.

ITEM 2: SECTION III. SCOPE OF SERVICES, TECHNICAL SPECIFICATIONS, PAGE 4:

Software System Licensing

~~The recommended solution should have the ability to support concurrent users. The recommended licensing model should support usage for all user types from software administration, scan/capture users, contributors/editors, search/retrieval (read only), etc. Provide an explanation on the software licensing model for the proposed solution (concurrent user or named user licensing).~~

The City requires three named/full-user licenses as part of the initial implementation of the solution.

However, the recommended solution should support usage for all user types (full-user and read-only) for future license additions.

ITEM 3: SECTION III. SCOPE OF SERVICES, TECHNICAL SPECIFICATIONS, PAGE 5:

Conversion/Migration of Existing Content

~~Conversion/migration of electronic files (e.g., documents, images, photos) from shared drives into the new system may be required, although the scope of this effort is not yet defined.~~

The City does not require the conversion/migration of electronic files into the system as part of the initial implementation of the solution and pricing for this service should not be provided as part of the RFP.

It is anticipated that the City may request this service from the selected firm following the implementation of solution. As a result, Respondents should provide a narrative as to their approach to document conversion/migration and the specific responsibilities of the City to ensure a successful conversion.

ITEM 4: SECTION IV. PROPOSAL CONTENTS, CERTIFICATE(S) OF INSURANCE, PAGE 9:

Certificate(s) of Insurance ***Requirements***

The City will require the successful Respondent to provide Certificates of Insurance evidencing required coverage types and the minimum limits: ***listed as follows:***

General Liability

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

Workers' Compensation

Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000).

Professional Liability

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

The Respondent must acknowledge and accept this requirement in the proposal.

ITEM 5: SECTION VII. SUPPLEMENTAL TERMS AND CONDITIONS, PAGE 11:

11. Respondent shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation, arising out of the Respondent's performance of its obligations under this agreement or out of the operations conducted by Respondent, except for such loss or damage arising from the active negligence or willful misconduct of the City. This duty shall arise at the first claim or allegation of liability against City.

12. By responding to this RFP, Respondent hereby agrees to adhere to all terms and conditions listed herein.

PART 2: The questions listed below have been consolidated to provide a concise response for interested parties.

1. **How many individual full-user licenses does the City require?**

The City requires three named/full-user licenses at this time.

2. **How many read-only internal users is the City expecting to access the system at any one time?**

None at this time.

3. **Does the City anticipate the need for read-only users to search and view documents only?**

The City does not anticipate the need for internal read-only users, but desires that the public be provided with self-service access through the City's website.

4. **Does the City anticipate the need to provide the public with self-service access to documents/records?**

Yes, such access should be available through the City's website.

5. **Does the City anticipate the need for Electronic Fillable Forms that could be used as part of a business process to collect information?**

Not as part of the initial implementation.

6. **How many may not need access to the stored documents but may participate in form submissions or approval workflows, things like purchase orders or time cards?**

None at this time.

7. **Will the City require integration with Munipermits System 2010 as part of the initial implementation?**

The City does not require integration with Munipermits Systems 2010 as part of the initial implementation.

8. **Would the applications the EDMS needs to interlace with be on-premise applications hosted internally on a server managed by the City of Mendota? or would they be cloud based?**

The City does not require the integration of current software applications with the new system as part of the initial implementation.

9. **Regarding MS SQL, has the City deployed the Standard or Express edition?**

The City does not have Microsoft SQL.

10. What types of scanning devices are currently being used?

The City currently utilizes a Ricoh Aficio MP C5501 copier/printer/scanner. It is anticipated that the City will purchase a new scanner once funds are allocated as part of the upcoming fiscal year budget.

11. The RFP states that “conversion/migration of electronic files (e.g. documents, images, photos) from shared drives into the new system may be required, although the scope of this effort is not yet defined” and that “respondents should provide a narrative as to their approach to document conversion/migration.” Please confirm that the City does not require conversion/migration pricing in response to the RFP?

The City does not require conversion/migration pricing in response to the RFP. The City is seeking a system that has the ability to convert/migrate documents in the future, but this service is not part of this RFP. The RFP asks that the respondents provide a narrative as to their approach to document conversion/migration should their firm be selected and this effort be conducted in the future.

12. In order to provide pricing, of the 600GB of data and the 87,000 documents mentioned to be converted potentially, can the City provide how many different document types that consists of?

The City does not require conversion/migration pricing in response to the RFP. The City is seeking a system that has the ability to convert/migrate documents in the future, but not as part of this RFP.

13. Are the current documents stored digitally or are they held physically in file cabinets or other storage?

The City currently stores documents in digital and physical formats.

14. Would you need to start with what is already stored on a moving forward strategy and then have a Phase 2 for the back filing?

The City is not requiring conversion/migration services as part of this RFP. The City is seeking a system that has the ability to convert/migrate documents in the future.

15. Would digital signatures be a feature needed for advanced document workflow processing?

Not at this time.

16. Once accessed, would the documents being pushed to the City’s website require data to be filled out and returned back to the City? Or would they just be reference documents for the general public to view (information only)?

The documents will be reference documents for the general public to view for informational purposes.

17. How are the current documents indexed? Is there any type of file system in place?

Documents are indexed based on the preference of the department in which they are located. Most documents are indexed in either alphabetical or chronological order.

18. Does the City have a preference for a self-hosted or Cloud solution?

The City prefers an on premise solution.

19. Section IV.c.h on RFP p.9 states that a proposal must “acknowledge and accept” this section’s insurance requirements, but without identifying what the coverage types and minimum limits are. Please provide this information if this is a necessary part of a proposal.

The City has modified the language contained within the RFP regarding insurance requirements and it is as follows:

General Liability

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant’s general liability policies shall be primary and shall not seek contribution from the City’s coverage and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

Workers’ Compensation

Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance with limits of at least one million dollars (\$1,000,000).

Professional Liability

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

20. What is the City’s allocated budget for this project?

The City has elected to not respond to this question.

Except as expressly amended hereby, all terms and conditions of the RFP shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on
April 1, 2021, 2021.



RESPONDENT

By: Debbi Bodewin

By: Debbi Bodewin

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA

**REMINDER: Proposals are due on April 14, 2021. Please see the original RFP
for submittal information.**

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE PROPOSAL SUBMITTED BY ECS IMAGING, INC.
FOR ELECTRONIC DOCUMENT MANAGEMENT
SOFTWARE AND AUTHORIZING THE CITY MANAGER
TO EXECUTE ALL NECESSARY DOCUMENTS**

RESOLUTION NO. 21-29

WHEREAS, on March 1, 2021, the City of Mendota (“City”) issued a Request for Proposals (“RFP”) for the Electronic Document Management Software project (the “Project”) with the goal of procuring a new electronic document management system for the City; and

WHEREAS, on March 5, 2021, a public notice was published with The Business Journal notifying all interested parties to submit proposals for the Project; and

WHEREAS, an RFP addendum was issued on April 1, 2021 and included modifications to the RFP; and

WHEREAS, six (6) companies submitted proposals by the deadline and submitted any additional information as requested by City staff, with ECS Imaging, Inc. providing the best overall proposal for the City’s needs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, that the City of Mendota approves the proposal submitted by ECS Imaging, Inc. for the Project and authorizes the City Manager or his designee to execute all documents necessary for the completion of the Project.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 11th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: ESTABLISHING A BANNER SPONSORSHIP PROGRAM FOR THE BASEBALL FIELDS AT ROJAS-PIERCE PARK
DATE: MAY 11, 2021

ISSUE

Should the City Council adopt Resolution No. 21-30, establishing a banner sponsorship program for the baseball fields at Rojas-Pierce Park?

BACKGROUND

For the past several months, the Recreation Commission has been discussing establishing various sponsorship opportunities for the ballfields at Rojas-Pierce Park, including a banner program. At its May 6th regular meeting, the Commission finalized the details of the banner program and adopted a resolution recommending that the City Council formally establish the program.

ANALYSIS

The proposed banner program will offer two different sponsorship opportunities: a silver package and a gold package. The silver package offers a 3’x6’ vinyl banner (which will show the sponsors name/logo) that will be displayed along the baseball line fence of either baseball field. The proposed cost of the silver package is \$250.00. The gold package offers a 4’x8’ vinyl banner (which will show the sponsors name/logo) that will be displayed on the outfield fence of either field. The proposed cost of the gold package is \$500.00. The sponsorships will be for one year, with companies having to renew their sponsorships each year if they so choose. The actual banners will be purchased from A1 Signs and Banners who submitted the lowest quote for each different sized banner (\$54.00 for a 3’x6’ and \$96.00 for a 4’x8’).

FISCAL IMPACT

Material costs for the program will be paid through the sponsorships, with the revenue going into the General Fund to be used for recreational purposes.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-30, establishing a banner sponsorship program for the baseball fields at Rojas-Pierce Park.

Attachment(s):

1. Resolution No. 21-30

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ESTABLISHING
A BANNER SPONSORSHIP PROGRAM
FOR THE BASEBALL FIELDS AT ROJAS-PIERCE
PARK**

RESOLUTION NO. 21-30

WHEREAS, the Recreation Commission (“Commission”) of the City of Mendota (“City”) has discussed and developed a banner sponsorship program for the baseball fields at Rojas-Pierce Park (the “Program”); and

WHEREAS, on May 6, 2021, the Commission considered and adopted Resolution No. RC 21-01, recommending that the City Council establish the Program; and

WHEREAS, any funds raised by the Program will be utilized for recreational purposes and activities within the City, all for the betterment of the City’s local community and its residents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, that the City of Mendota hereby establishes the Program and authorizes City staff to execute all required documents and expend the funds necessary to facilitate the Program.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 11th day of May, 2021, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

Celeste Cabrera-Garcia, City Clerk

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE FORMATION OF A CITY COUNCIL
AD HOC SUBCOMMITTEE TO EVALUATE
THE PROPOSALS RECEIVED IN RESPONSE
TO THE REQUEST FOR PROPOSALS FOR
THE SALE AND POTENTIAL DEVELOPMENT
OF CITY REAL PROPERTY**

RESOLUTION NO. 21-31

WHEREAS, on April 28, 2021, the City Council of the City of Mendota issued a Request for Proposals (“RFP”) for the Sale and Potential Development of City Real Property; and

WHEREAS, proposals will be accepted until the deadline of May 28, 2021; and

WHEREAS, in accordance with the provisions contained in the RFP, an evaluation subcommittee will be tasked with reviewing and considering all proposals received and providing a recommendation to the City Council on which proposal to approve.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby authorizes the formation of a City Council ad hoc subcommittee to review and consider the proposals received in response to the RFP and provide a recommendation to the City Council during open session.

BE IT FURTHER RESOLVED, that the City Council hereby appoints _____ and _____ to serve on this ad hoc subcommittee.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 11th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ADDING
CHAPTER 2.56 OF TITLE 2 OF THE
MENDOTA MUNICIPAL CODE TO
ESTABLISH UNIFORM ADMINISTRATIVE
APPEAL PROCEDURES**

ORDINANCE NO. 21-11

WHEREAS, the City of Mendota’s (the “City”) Municipal Code (“MMC”) does not currently contain a set of general administrative appeal procedures that clearly outline the process by which citizens and businesses may appeal administrative decisions issued by the City’s representatives; and

WHEREAS, it is in the best interest of the City and all persons and businesses within its jurisdiction to provide clarity regarding the general means and procedures available to appeal administrative decisions issued by the City’s representatives, where the applicable MMC provisions do not otherwise provide an express set of appeal procedures; and

WHEREAS, establishing a set of general administrative appeal procedures will assist the City in ensuring overarching goals of public participation are met as laid out above.

NOW, THEREFORE, the City Council of the City of Mendota hereby ordains as follows:

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Chapter 2.56, Administrative Appeals Procedure, is hereby added to Title 2 of the Mendota Municipal Code.

SECTION 3. Section 2.56.010 is hereby added to Chapter 2.56 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.56.010 – Statement of Purpose and Intent

This Chapter shall be known as the “Administrative Appeals Procedure” for the City of Mendota. By approving this Chapter’s addition to the Mendota Municipal Code, the City Council of the City of Mendota intends to provide a uniform procedure for appeals of administrative decisions made by City representatives where the applicable Chapter of the Mendota Municipal Code do not otherwise

provide an express set of appellate procedures. In the event another set of appellate procedures applies to the sections of the Mendota Municipal Code at issue, this Chapter's provisions shall not apply.

SECTION 4. Section 2.56.020 is hereby added to Chapter 2.56 of Title 2 of the Municipal Code, and shall read as follows:

Section 2.56.020 – Right to Appeal

(A) **Except where an appellate procedure is otherwise set forth in an applicable Chapter of the Mendota Municipal Code, any person may appeal, in writing, to the City Council by filing a written notice of such appeal stating the specific grounds for the appeal with the City Clerk, or his or her designee(s), in connection with any of the following instances of City conduct:**

- (1) **Approval, denial, suspension, or revocation of a City license, permit, or other entitlement; or**
- (2) **Determination of an administrative decision made by any City official.**

Provided that, such approval, denial, suspension, or revocation of such City license, permit, or entitlement, or such determination of such administrative decision involves the exercise of administrative discretion or personal judgment, therefore not ministerial in nature, exercised under any of the provisions of the Mendota Municipal Code.

(B) **No appeal may be taken to any such administrative decision or exercise of judgment by a City official under the provisions of this Chapter unless such appeal has been requested from the applicable City department head concerned, and where an appeals board is empowered to consider questions of interpretation and/or enforcement, unless such appeal has been considered by such appeals board.**

SECTION 5. Section 2.56.030 is hereby added to Chapter 2.56 of Title 2 of the Municipal Code, and shall read as follows:

Section 2.56.030 – Time to File Appeal

The appellant shall file a written notice of appeal containing a clear statement of the grounds for the appeal with the City Clerk, on a form created and maintained by the City Clerk, within ten (10) calendar days after the date of the issuance of the administrative decision being appealed. In the event the final day of the filing period does not fall on a business day, the period during which the written notice of appeal must be filed shall be extended to include the next business day.

SECTION 6. Section 2.56.040 is hereby added to Chapter 2.56 of Title 2 of the Municipal Code, and shall read as follows:

Section 2.56.040 – Notice of Appeal Hearing

Upon receipt of an appellant’s timely written notice of appeal on the proper form, the City Clerk shall cause the appeal hearing to be placed on a regular or special meeting agenda of the City Council. Except in cases of emergency where the City Council may hear and determine the appeal immediately, or where State law requires a different appellate procedure be followed, the City Clerk shall set the matter for an appeal hearing no later than forty-five (45) calendar days after the date the appellant filed the written notice of appeal on the proper form. The City Clerk shall cause written notice of such appeal hearing to be mailed to the appellant via First Class mail not less than five (5) business days prior to the appeal hearing, unless such notice is waived in writing by the appellant.

SECTION 7. Section 2.56.050 is hereby added to Chapter 2.56 of Title 2 of the Municipal Code, and shall read as follows:

Section 2.56.050 – Appeal Hearing

The following provisions apply to an appeal hearing held pursuant to this Chapter:

- (A) The appellant bears the burden to show cause for why the administrative decision being appealed was incorrect on the specific grounds specified in the appellant’s written notice of appeal.**
- (B) The City Council shall hear evidence relevant to the grounds upon which the appeal was made. Hearsay and written reports may be considered at the hearing notwithstanding the availability of the declarant. The California Rules of Evidence may be used as guidance in connection with the hearing, but need not be strictly adhered to for evidence to be considered.**
- (C) The appellant may testify, provide written evidence, and present witnesses in support of the appeal. The City may elect to present its own evidence and witnesses to refute the evidence submitted by the appellant. The City Manager may designate a representative to present such evidence on the City’s behalf. Both the appellant and the City have the right to be represented by legal counsel at the appeal hearing.**
- (D) The City Council shall, in its discretion, limit the time of the appeal hearing to that which it deems necessary to hear all relevant evidence, taking into account all relevant circumstances, including duplicative evidence or testimony, and the amount and gravity of the potential penalty. The appellant shall not, in any case, be given less time to present his or her case than is afforded the City.**

- (E) The City Council may, in its discretion, continue the appeal hearing or request additional information from either the appellant or the City's representative(s) prior to making a decision granting or denying the appeal.
- (F) The appellant's failure to attend the appeal hearing shall result in the denial of the appeal.

SECTION 8. Section 2.56.060 is hereby added to Chapter 2.56 of Title 2 of the Municipal Code, and shall read as follows:

Section 2.56.060 – City Council Determination Final – Right to Appeal

The City Council's decision regarding the appeal is final and conclusive in the matter, and is not subject to further administrative appeal. The appellant may appeal the City Council's determination by filing an appeal with the Superior Court of the County of Fresno pursuant to the applicable sections of the California Code of Civil Procedure.

SECTION 9. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 10. The City Council hereby finds and determines that its adoption of this Ordinance is not subject to environmental review under the Public Resources Code section 21000, *et seq.*, the California Environmental Quality Act ("CEQA"), because the amendments do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a "project" under CEQA. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., §§ 15378(a), 15064(d)(3).) Accordingly, the City Clerk is hereby directed to file a Notice of Exemption.

SECTION 11. This ordinance shall take effect thirty (30) days after its passage.

SECTION 12. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

* * * * *

The foregoing ordinance was introduced on the 11th day of May, 2021, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
CHAPTER 1.20 OF TITLE 1 OF THE
MENDOTA MUNICIPAL CODE AND
ADDING CHAPTER 2.54 TO TITLE 2 OF
THE MENDOTA MUNICIPAL CODE TO
ESTABLISH A UNIFORM PROCEDURE
FOR THE ASSESSMENT, LEVYING,
COLLECTION, AND APPEAL OF
PENALTIES ISSUED FOR VIOLATIONS
OF CITY ORDINANCES**

ORDINANCE NO. 21-12

WHEREAS, the City of Mendota (the “City”) has determined proper and consistent enforcement of the Mendota Municipal Code (“MMC”) is a matter affecting the public health, safety, and welfare; and

WHEREAS, Government Code sections 36900, 36901, and 53069.4 outline the City’s authority to issue administrative fines for violations of the MMC; and

WHEREAS, the City has determined the imposition, enforcement, and collection of administrative fines advances the public health, safety, and welfare of the residents of the City; and

WHEREAS, the City’s lack of a uniform, codified procedure to impose, enforce, and collect administrative fines short of initiating court proceedings is detrimental to the City’s financial integrity and, in turn, the maintenance of the public health, safety, and welfare of the City’s residents; and

WHEREAS, Government Code sections 36900 and 53069.4 provide that, where the City opts to impose administrative fines for violations of the MMC, it must establish administrative policies providing for appeals and hardship waivers related to continuing or subsequent violations upon a showing of undue burden by the responsible party in certain scenarios.

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

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Section 1.20.030 of Chapter 1.20 of Title 1 of the Mendota Municipal Code is hereby amended to read as follows:

Section 1.20.030 – Infractions—Penalties

- (A) **General Infractions.** Every violation determined to be an infraction shall be punishable in a penal amount as ~~set by resolution, duly authorized by the city council, but shall not be less than a fine of~~ **fifty dollars (\$50.00) one hundred dollars (\$100) for a first violation of an ordinance, two hundred dollars (\$200) for a second violation of the same ordinance within the same year, nor more than a fine of** five hundred dollars (~~\$500.00~~) **for each additional violation of the same ordinance within the same year as authorized by Government Code section 36900** ~~which resolution is incorporated herein by this reference.~~
- (B) **Building and Safety Code Infractions.** Every violation of the City of Mendota’s Building and Safety Codes determined to be an infraction shall be punishable in a penal amount of **one hundred thirty dollars (\$130) for a first violation of an ordinance, seven hundred dollars (\$700) for a second violation of the same ordinance within the same year, or one thousand three hundred dollars (\$1,300) for each additional violation of the same ordinance within the same year.**
- (1) **With regard to commercial property, specifically, each additional violation beyond the third violation of the same ordinance within two (2) years of the first violation shall be punishable in a penal amount of two thousand five hundred dollars (\$2,500) so long as the commercial property has an existing building at the time of the violation and the violation is due to the Responsible Person’s failure to remove visible refuse or failure to prohibit unauthorized use of the property.**

SECTION 3. Chapter 2.54, Administrative Fines and Appeals Program, shall be added to Chapter 2 of the Mendota Municipal Code.

SECTION 4. Section 2.54.010 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.010 – Statement of Purpose and Intent

The City Council of the City of Mendota hereby finds and determines that enforcement of the Code pursuant to the City’s police powers is a matter of public health, safety, and welfare and serves an important purpose for the City’s residents. This Chapter makes any violation of the provisions of the Code subject to administrative citations, fines, and enforcement as authorized by Government Code section 53069.4.

The adoption of this Administrative Fines and Appeals Program shall serve the following goals:

- (A) **Protect the health, safety, and welfare of the residents of the City.**
- (B) **Ensure compliance with the Code.**
- (C) **Establish uniform procedures for the imposition, enforcement, and collection of administrative citations and fines so as to place the residents of the City and the general public on adequate notice of their rights and obligations under the Code.**
- (D) **Establish uniform procedures for the appeal of administrative citations and fines where not otherwise provided for in the Mendota Municipal Code so as to place the residents of the City and the general public on adequate notice of their rights and obligations under the Code.**

SECTION 5. Section 2.54.020 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.020 – In Addition to Other Remedies

The remedy of administrative citations, fines, and enforcement established in this Chapter shall be in addition to any other administrative or judicial remedy provided by law.

SECTION 6. Section 2.54.030 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.030 – Definitions

The following definitions shall apply as used in this Chapter:

- (A) **“Administrative Citation” means a written citation issued to a member of the public for the violation of any provision of the Mendota Municipal Code.**
- (B) **“Administrative Fine,” “Fine,” “Penalty,” and/or “Administrative Penalty” mean a monetary sanction which is imposed upon a Responsible Person by means of a citation.**
- (C) **“Citation” and/or “Notice of Violation” mean an administrative citation that is issued to a Responsible Person for the violation of any provision of the Code.**
- (D) **“Citee” shall mean a Responsible Person to whom a Citation is issued.**
- (E) **“City” means the City of Mendota.**

- (F) “Code” refers to (1) the Mendota Municipal Code and any and all provisions thereof, (2) any condition of any permit, license, or other entitlement issued pursuant to the Mendota Municipal Code, and/or (3) other State laws as authorized by statute.
- (G) “Officer,” “Enforcement Officer,” “Police Officer,” and/or “Compliance Officer” mean an employee of the City with obligations to enforce the Code. This includes employees of the Police Department of the City, Code Enforcement Division of the City, and such additional employees of other City departments designated by the City Manager.
- (H) “Remediation Period” refers either to the default twenty (20) day period to correct a violation or such specific time for remediation as is granted by the Chief of Police pursuant to this Chapter.
- (I) “Responsible Person” means any person that, after a reasonable investigation, is determined to have allowed, caused, created, maintained, suffered, or permitted a violation of the Code or that, after becoming aware of a violation, failed to take remedial action within their power pursuant to a recognized duty to act.
- (J) “Violation” means an act, use, omission of any act, or condition that constitutes an offense of the Code, as well as a breach or violation of any condition of a permit, approval, entitlement, or license issued pursuant to the Code.

SECTION 6. Section 2.54.040 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.040 – Notice of Violation

- (A) An Officer may issue a Notice of Violation in the form of a written citation for any violation of the Code.
- (B) Pursuant to Government Code section 53069.4, subdivision (a)(2), the Responsible Person cited for a continuing violation of the Code that pertains to building, plumbing, electrical, or other similar structural or zoning issues that do not constitute an immediate danger to health or safety is entitled to a reasonable time to correct or otherwise remedy the cited violation before the associated fine accrues.
- (C) If the time for correction referenced in subdivision (B) of this Section elapses without remediation of the cited continuing building, plumbing, electrical, or other similar structural or zoning violation, the fine stated on the Notice of Violation shall automatically accrue without further notice to the Citee.

- (D) The time for compliance and remediation referenced in subdivision (B) of this Section may be extended at the sole discretion of the Chief of Police, or his or her designee, following a written request for extension by the Citee filed with the City's Police Department. When considering whether to grant an extension, the Chief of Police shall consider whether reasonable efforts have been made to bring the cited condition or conduct into compliance with the Code, and shall also consider the totality of the circumstances, such as the economic feasibility and logistical considerations of correcting the cited Code violation.
- (E) Unless otherwise specified in the applicable Code provision, each and every day a violation of the Code is maintained constitutes a separate, citable offense and is citable at the sole discretion of the Officer.

SECTION 7. Section 2.54.050 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.050 – Contents of the Notice of Violation

Each citation or Notice of Violation issued pursuant to this Chapter shall contain the following information:

- (A) The date of service on the Citee.
- (B) The date, time, and address or description of the location where the Code violation was observed.
- (C) The Code section(s) violated and a description of the violation(s).
- (D) An order requiring the Responsible Person(s) to remedy the Code violation(s). In the case of a continuing violation of the Code that pertains to building, plumbing, electrical, or other similar structural or zoning issues that do not constitute an immediate danger to health or safety, an additional statement explaining the Responsible Person(s) must remedy the Code violations no later than a date specified on the Notice.
 - (1) The length of this remediation period shall be stated in the Notice, along with the method the Responsible Person(s) may demonstrate compliance and the contact information for the Officer responsible for verifying such compliance.
 - (2) Unless otherwise specified in the Code, the Responsible Person(s) shall have twenty (20) calendar days to remedy the violation or to request an extension of the remediation pursuant to subdivision (D) of Section 2.54.040 and Section 2.54.080 of this Chapter.

- (3) After the remediation period has expired, the fine shall automatically accrue without further notice to the Citee.
- (E) Information concerning the fine and accompanying consequences:
 - (1) The amount of the fine that the Citee is to pay;
 - (2) The date, twenty (20) calendar days from the date of the citation, by which the Citee must pay the fine or face additional enforcement action; and
 - (3) The location where the Citee must pay the fine.
- (F) Notice that the Citee's payment of the fine does not excuse a continued or subsequent Code violation.
- (G) Notice of the Citee's right to appeal the Notice of Violation, the time within which an appeal must be requested, and how to request such an appeal.
- (H) Notice of the Citee's right to request an extension of time to remedy a continuing violation of the Code that pertains to building, plumbing, electrical, or other similar structural or zoning issues that do not constitute an immediate danger to health or safety.
- (I) The name and signature of the Officer issuing the Notice of Violation or citation.

SECTION 8. Section 2.54.060 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.060 – Service of the Notice of Violation

- (A) Personal Service. When any Notice of Violation or citation is issued:
 - (1) The Officer shall conduct a reasonable investigation and attempt to locate the Responsible Person(s) and obtain the Citee's signature on the Notice of Violation or citation, which shall be retained as specified in the City's document retention policy.
 - (2) A Citee's refusal or failure to accept or sign the Notice of Violation shall not affect the validity of the Notice of Violation or citation.
- (B) Service by Posting. If the Officer is unable to identify or locate the Responsible Person(s) after a reasonable investigation into a Code violation:

- (1) The Officer shall post the Notice of Violation or citation in a conspicuous place on the property where the violation(s) exist or occurred, and such posting will constitute effective service.
- (2) Any such posting shall be photographed on the date and at the time of posting, with the photograph retained by the Officer. A proof of service shall be made by declaration of the Officer effecting service by posting.
- (3) In addition to posting the Notice of Violation or citation, the Officer effecting service shall mail a duplicate of the Notice of Violation or citation to the Responsible Person(s), as identified by the Officer, at their residence or place of business by placing the same in the United States mail, certified for return receipt and enclosing a prepaid First Class envelope for payment of the fine imposed by the Notice of Violation or citation.
 - (a) Proof of service of the Notice of Violation in this manner shall be made by declaration of the Officer effecting service.
 - (b) Failure to receive a Notice of Violation or citation served pursuant to subdivision (B) of this Section shall not invalidate the Notice of Violation or citation, or any proceeding related to the Code violation(s).

SECTION 9. Section 2.54.070 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.070 – Amount of Administrative Fines

Unless otherwise specified in the Code, fines for any Code violation shall accrue as follows:

- (A) In the case of a continuing violation of the Code that pertains to building, plumbing, electrical, or other similar structural or zoning issues:
 - (1) If the Officer determines the Code violation is an immediate danger to public health or safety, an administrative fine shall accrue immediately upon the issuance of a Notice of Violation or citation in the amounts contemplated in subdivision (B) of Section 1.20.030 of the Mendota Municipal Code.
 - (2) If the Officer determines the Code violation is not an immediate danger to public health or safety, an administrative fine shall accrue in the amounts contemplated in subdivision (B) of Section 1.20.030 of the Mendota Municipal Code upon the expiration of the remedial period

provided for the Responsible Person(s) to bring the Code violation into compliance as contemplated in subdivision (D)(2) of Section 2.54.050 of this Chapter, including any extensions granted by the City Manager as contemplated in subdivision (D) of Section 2.54.040 of this Chapter.

- (B) In the case of all other violations of the Code not contemplated in subdivision (A) of this Section, an administrative fine shall immediately accrue in the amounts contemplated in Section 1.20.030 of the Mendota Municipal Code, as applicable.
- (C) Escalated administrative fines issued for a second, third, and further violations of the same Code section(s) in within the same year are subject to reduction pursuant to the procedures set forth in Section 2.54.090 of this Chapter.

SECTION 10. Section 2.54.080 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.080 – Requests for Extension of the Remediation Period

- (A) The Chief of Police, or his or her designee, shall have the authority to specify a longer remediation period than that which is provided in subdivision (D) of Section 2.54.050 of this Chapter following the issuance of a Notice of Violation or citation.
- (B) The Chief of Police, or his or her designee, shall consider any evidence presented by the Responsible Person(s) and the totality of the circumstances when making the determination of whether to grant a request for an extension, and shall issue a decision in writing to the applicant explaining the evidence considered and the grounds upon which the decision was made.
- (C) Responsible Person(s) may request an extension of the remediation period as follows:
 - (1) A request for an extension must be made in writing to the City's Police Department. The Officer who receives the request shall then refer the request to the Chief of Police for a determination pursuant to this Section and subdivision (D) of Section 2.54.040 of this Chapter.
 - (2) The time for remediation shall be tolled during the pendency of the Chief of Police's, or his or her designee's, consideration of an extension request, beginning at the time that the request is received by the City's Police Department.

- (3) The request for extension shall enclose a duplicate of the Notice of Violation and specify all of the circumstances which warrant granting said extension.
- (4) A Responsible Person's failure to adhere to the requirements of this subdivision shall render subdivision (C)(2) of this Section ineffective.

SECTION 11. Section 2.54.090 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.090 – Hardship Reductions of Administrative Fines

Pursuant to Government Code section 36900, subdivision (d), and as referenced in subdivision (C) of Section 2.54.070 of this Chapter, escalated fines for second, third, and additional Code violations within the same year imposed on a Responsible Person pursuant to this Chapter are subject to hardship waiver or reduction as follows:

- (A) The City Manager, or his or her designee, shall have the authority to waive or reduce fines imposed pursuant to this Section and subdivision (C) of Section 2.54.070 of this Chapter.
- (B) Such waivers or reductions shall be issued on a showing of the Responsible Person's good faith effort to remedy the Code violation(s) after the issuance of the first Notice of Violation and that requiring of payment of the entire amount of the subsequent fine(s) would impose an undue financial hardship on them.
- (C) In making a hardship reduction or waiver determination, the City Manager, or his or her designee, shall consider any evidence presented by the Responsible Person(s) and the totality of the circumstances, and shall issue a decision in writing to the Responsible Person(s) explaining the evidence considered and the grounds upon which the City Manager's decision was made.
- (D) Responsible Person(s) may request hardship waivers or reductions as follows:
 - (1) A request for hardship reduction or waiver must be made in writing to the City Clerk to be forwarded to the City Manager for consideration. Upon receipt of a request under this Section, the City Clerk shall refer the request to the City Manager for a determination pursuant to this Section.
 - (2) The time for payment shall be tolled during the pendency of the City Manager's, or his or her designee's, consideration of a hardship

waiver or reduction request, beginning at the time that the request is received by the City Clerk.

- (3) The request shall enclose a duplicate of the notice of violation and specify all of the circumstances which warrant granting the requested waivers or reductions.
- (4) A Responsible Person's failure to adhere to the requirements of this subdivision shall render subdivision (D)(2) of this Section ineffective.

SECTION 12. Section 2.54.100 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.100 – Request for Review and Appeal of Administrative Citations

- (A) Grounds for Review. A Citee may contest a Notice of Violation or citation on the following grounds:
 - (1) There was no violation of the Code; or
 - (2) The Citee is not the appropriate Responsible Person for the Code violation(s) cited; or
 - (3) The Code violation(s) was corrected within the applicable remediation period.
- (B) Form and Contents of Request for Review. A Citee may contest a Notice of Violation or citation by:
 - (1) Completing a written Municipal Code Violation Appeal Request Form and filing it with the City Clerk within twenty (20) calendar days of the issuance of the administrative citation; and
 - (2) The Municipal Code Violation Appeal Request Form must clearly state the following information:
 - (a) The grounds upon which the Notice of Violation or citation is being contested; and
 - (b) Whether a hearing is being requested; and
 - (c) The Citee's name, contact information, and address to which City notices shall be sent in connection with the request.
 - (3) Depositing the amount of the administrative fine levied in the Notice of Violation or citation with the City Clerk, or providing the City Clerk a separate, written request for waiver of the deposit with the information contained in Section 2.54.110 of this Chapter.

SECTION 13. Section 2.54.110 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.110 – Request for Waiver of Deposit Requirement

- (A) A request for waiver of the deposit requirement contained in subdivision (B)(3) of Section 2.54.100 of this Chapter shall be considered by the City Manager, or his or her designee(s), who shall have the authority to grant or deny the request.
- (B) A request for waiver of the deposit requirement contained in subdivision (B)(3) of Section 2.54.100 of this Chapter must be in writing and shall contain the following information, or it shall be denied:
 - (1) A statement, attaching copies of any supporting documentation, demonstrating the financial inability of the requestor to remit the full amount of the deposit required; and
 - (2) The requestor’s name, contact information, and address to which City notices shall be sent in connection with the request.
- (C) The period for making the deposit required by subdivision (B)(3) of Section 2.54.100 of this Chapter shall be stayed until the City Manager, or his or her designee(s), makes a determination regarding the request and issues a written decision to the requestor.
- (D) In evaluating a request made under this Section, the City Manager, or his or her designee(s), shall consider any evidence presented by the requestor and the totality of the circumstances when making a determination regarding the request, and shall issue a written decision to the requestor outlining the evidence considered and the grounds upon which the decision was made.
- (E) The City Manager’s, or his or her designee’s, written decision shall be served on the requestor via First Class mail to the address supplied by the requestor in the request for waiver.
- (F) If the City Manager, or his or her designee(s), deny the request for waiver, the Citee shall remit the full amount of the deposit required by subdivision (B)(3) of Section 2.54.100 of this Chapter to the City Clerk within ten (10) calendar days.

SECTION 14. Section 2.54.120 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.120 – Review and Appeal Hearing

No review and appeal hearing shall be held unless one is requested by the Citee pursuant to and in full compliance with Section 2.54.100 of this Chapter. Upon receipt of a request for review and appeal hearing in full compliance with Section 2.54.100 of this Chapter, the following shall occur:

- (A) **The Review and Appeal Hearing shall be set for a date and time within forty-five (45) calendar days of the request.**
- (B) **The City Manager shall designate a hearing officer for the requested review and appeal hearing, or may opt to serve as the hearing officer and conduct the review and appeal hearing.**
- (C) **Upon the City Manager's designation of the hearing officer, the City shall send a Notice of Appeal Hearing to the requestor via First Class mail to the address the requestor provided on the Municipal Code Violation Appeal Request Form. This Notice of Appeal Hearing shall not be issued to the Requestor less than ten (10) calendar days before the date of the review and appeal hearing.**
- (D) **At the review and appeal hearing, the hearing officer shall hear evidence relevant to the grounds upon which the appeal was made. Hearsay and written reports may be considered at the hearing notwithstanding the availability of the declarant. The California Rules of Evidence may be used as guidance in connection with the hearing, but need not be strictly adhered to for evidence to be considered.**
- (E) **Whenever reasonably possible, written evidence, the name(s) of testifying witness(es), and a brief summary of the content of the testimony to be presented against the requestor shall be served on the requestor via First Class mail not less than five (5) business days prior to the appeal hearing. Failure to provide such evidence to the requestor in advance of the hearing shall not operate to prevent the City's use or introduction of such evidence during the appeal hearing.**
- (F) **At the review and appeal hearing, the requestor may testify, provide written evidence, and present witnesses in support of the requestor's appeal. The City may elect to present its own evidence and witnesses to refute the evidence submitted by the requestor. The City Manager may designate a representative to present such evidence on the City's behalf. Both the requestor and the City have the right to be represented by legal counsel at the appeal hearing.**
- (G) **At the review and appeal hearing, the hearing officer shall, in his or her discretion, limit the time of the appeal hearing to that which he or she deems necessary to hear all relevant evidence, taking into account all relevant circumstances, including duplicative evidence or testimony, and the amount and gravity of the potential penalty given the financial ability of the**

requestor. The requestor shall not, in any case, be given less time to present his or her case than is afforded the City.

- (H) In his or her discretion, the hearing officer may continue the hearing or request additional information from either the requestor or the City's representative(s) prior to making a decision granting or denying the appeal.
- (I) The requestor's failure to attend the appeal hearing shall result in the denial of the appeal and work a forfeiture of the applicable deposit required by subdivision (B)(3) of Section 2.54.100 of this Chapter, or, where there has been a waiver of the deposit requirement pursuant to Section 2.54.110 of this Chapter, a denial of the appeal with the amount of the administrative fine due ten (10) calendar days from the date of the appeal hearing.
- (J) Not more than thirty (30) calendar days from the date of the appeal hearing, the hearing officer shall issue a written decision to the requestor explaining the evidence considered and the grounds upon which the hearing officer's decision was made. The decision shall be served on the Requestor via First Class mail to the address supplied on the Municipal Code Violation Appeal Request Form.
- (K) If the appeal is denied, and the deposit required by subdivision (B)(3) of Section 2.54.100 of this Chapter was made, the deposit shall be retained by the City in satisfaction of the administrative fine and the matter shall be closed. If a waiver of the deposit was granted pursuant to Section 2.54.110 of this Chapter, the administrative fine shall be due ten (10) calendar days from the date the hearing officer's decision denying the appeal was mailed to the requestor.
- (L) The hearing officer's decision is final, and is not subject to appeal to the City Council. The Citee may appeal the hearing officer's decision by filing an appeal with the Superior Court of the County of Fresno within twenty (20) days of service of the hearing officer's written decision. (Code of Civil Procedure, § 1094.6; Government Code, § 53069.4.)

SECTION 15. Section 2.54.130 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.130 – Satisfaction of Administrative Citations

Upon service of the Notice of Violation, the Responsible Person(s) shall do the following:

- (A) Remedy the Code violation(s) by or before the remediation period has expired, if applicable.

- (1) In the case of a continuing violation of the Code that pertains to building, plumbing, electrical, or other similar structural or zoning issues that do not constitute an immediate danger to health or safety, correction of the violation prior to the expiration of the remediation period and verification of such correction by the Officer specified on the Notice of Violation shall discharge the Responsible Person(s) of the duty to pay the fine specified on the Notice of Violation. However, such remediation shall not discharge the duty to pay previous fines which have accrued for a continuing or repeated violation.
 - (2) For the purpose of this subdivision, the time of remediation shall mean the time at which the Chief of Police, or his or her designee(s), received notice of the remediation, not the time at which compliance is actually verified by the Officer.
 - (3) The time for remediation shall be tolled upon notification to the Chief of Police, or his or her designee(s), that remediation occurred, but shall resume if the Chief of Police, or his or her designee(s), determines that the remediation was not satisfactorily completed.
 - (a) An appeal of the decision of the Chief of Police, or his or her designee(s), regarding remediation or a request for an extension of the remediation period pursuant to Section 2.54.080 of this Chapter may be made to the City Clerk for the City Manager's, or his or her designee's, consideration in the same manner and subject to the same limitations as set forth in Sections 2.54.100 through 2.54.120 of this Chapter.
- (B) Pay the fine no later than twenty (20) days after the fine accrues as specified in the Notice of Violation or citation; after the expiration of the remediation period; or as specified in the grant of a request for an extension. Fines shall be payable to the City of Mendota, and delivered to the City Clerk, as specified in the Notice of Violation or citation. Payment shall not excuse the Citee's duty to correct the violation, nor shall it bar further enforcement actions by the City.
- (C) Fines not paid by the required date shall constitute a debt owed to the City, shall be subject to late fees in the amount of a legal judgment on the original fine amount, and may be collected in any manner allowed by law.

SECTION 16. Section 2.54.140 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.140 – Collection of Administrative Citations

Upon the failure of the Responsible Person(s) to pay administrative fines as required by this Chapter, or elsewhere in the Code, the City Manager, or his or her designee(s), is authorized to institute collection proceedings in any manner allowed by law, including, but not limited to, the following:

- (A) Administrative fines shall be a debt owed to the City and are subject to all remedies for debt collection allowed by law.
- (B) The City may place a lien or special assessment on property that is the subject of unpaid administrative fines, if that property is then owned by the Responsible Person(s). Other person(s) with legal or equitable interests in the property may appeal the decision to impose a special assessment or lien using the procedures prescribed for such appeals in this Code. The failure to appeal the decision within the time allowed shall constitute a waiver.
- (C) A fine becomes final when it accrues upon the expiration of the remedial period and the time for appeal has passed, or when a final decision on an appeal has been reached. If an unpaid administrative fine is final, the City may take any of the following actions to recover the delinquent amounts owed:
 - (1) Place a lien or special assessment on property in the amount of the monies owed to the City as a result of the violation(s). The City may take any of the following actions to ensure recovery of the amount of such liens or special assessments:
 - (a) Requesting the County Recorder to record a notice of any lien against the subject property.
 - (b) Requesting the County Tax Collector to collect any special assessment on behalf of the City in the same manner and at the same time as the collection of property taxes.
 - (2) Refuse to issue, extend, or renew any City permit, license, entitlement, or other City approval in accordance with the procedures set forth in any relevant sections of the Code.
 - (3) Suspend or revoke any City permit, license, entitlement, or other City approval in accordance with the procedures set forth in any relevant sections of the Code.
 - (4) Refer the debt to a collection agency.
 - (5) Institute civil or criminal proceedings against the Responsible Person(s) as authorized by any applicable law.

SECTION 17. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 18. The City Council hereby finds and determines that its adoption of this Ordinance is not subject to environmental review under the Public Resources Code section 21000, *et seq.*, the California Environmental Quality Act (“CEQA”), because the amendments do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a “project” under CEQA. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., §§ 15378(a), 15064(d)(3).) Accordingly, the City Clerk is hereby directed to file a Notice of Exemption.

SECTION 19. This ordinance shall take effect thirty (30) days after its passage.

SECTION 20. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

* * * * *

The foregoing ordinance was introduced on the 11th day of May, 2021, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
CHAPTER 10.12 OF TITLE 10 OF THE
MENDOTA MUNICIPAL CODE TO PERMIT
IMPOUNDMENT OF VEHICLES IN VIOLATION
OF PARKING RESTRICTIONS**

ORDINANCE NO. 21-13

WHEREAS, the City of Mendota (“City”) is empowered to protect the health and safety of its citizens; and

WHEREAS, the California Vehicle Code empowers the City to prohibit or restrict the parking or standing of vehicles on certain streets or highways during specific hours of the day and for other purposes related to the health and safety of the community (See, e.g., Veh. Code, §§ 22507, 22507.5, 22507.6.); and

WHEREAS, the City has determined the stopping, standing, and/or parking of a vehicle in violation of the Mendota Municipal Code within the City constitutes a hazard to the health and safety of its citizens because, among other things, vehicle owners’ failure to regularly move their vehicles throughout the community prevents the safe flow of traffic and contributes to theft and/or vandalism of the unmoved vehicles; and

WHEREAS, for the purpose of providing a system of traffic regulations that are consistent with state law and generally conform to similar regulations throughout the State of California, the City desires to amend Chapter 10.12 of Title 10 as contained herein; and

WHEREAS, the City Council provided City staff with direction and recommended changes to the affected Ordinances as contained herein; and

WHEREAS, the City has determined the Mendota Municipal Code requires revisions to align with these policy goals in order to address widespread parking enforcement issues that have been longstanding a concern and cause of issues related to safety and cleanliness throughout the community.

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

Section 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

Section 2. Section 10.12.200 of Chapter 10.12 of Title 10 of the Mendota Municipal Code is hereby amended to read as follows:

10.12.200 - ~~{Storage of vehicles on street or alley.}~~

No person who owns or has possession, custody or control of any vehicle shall park such vehicle upon any street or alley a consecutive period of more than seventy-two (72) hours.

Section 3. Section 10.12.210 of Chapter 10.12 of Title 10 of the Mendota Municipal Code is hereby amended to read as follows:

10.12.210 - ~~{Storage of vehicles on private property.}~~

It shall be unlawful to park or store a vehicle on any portion of private property visible from a public street unless said vehicle is operative and is parked on a driveway.

For the purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them herein:

- A. "Vehicle, operative." A vehicle is operative only when it displays a current vehicle registration and is in condition to be legally operated upon a public street or highway within the in State of California.
- B. "Public street" shall mean a way or place of whatever nature, publicly maintained and open to the use of the public for the purposes of vehicular traffic.
- C. "Private property" shall mean all real property in the City of Mendota which is not publically owned.
- D. "Visible from the street" shall mean all private property that can be seen while standing in a public street and which is not behind a five to six foot solid fence.
- E. "Driveway" shall mean a concrete or asphalt slab, gravel, decomposed granite or dirt area that is connected to the public right of way. Driveway shall not include lawn, planting areas or other areas covered with vegetation.

Section 4. Section 10.12.220 of Chapter 10.12 of Title 10 of the Mendota Municipal Code is hereby amended to read as follows:

10.12.220—Street sweeping **parking restrictions**

No person shall park or leave standing any vehicle upon that portion of a public street, alley, or public place during the posted days and hours for street sweeping scheduled to occur thereon.

Section 5. Section 10.12.170 of Chapter 10.12 of Title 10 of the Mendota Municipal Code is hereby amended to read as follows:

10.12.170 – Impoundment for violations.

The chief of police is authorized to tow away any vehicle or cause the removal of any other obstruction that is stopped, standing, or parked in violation of the terms of this Chapter, **Section 22500 of the California Vehicle Code, or as otherwise authorized in Sections 22651 and 22652 of the California Vehicle Code,** and impound the same in a garage or other storage place at the owner's expense. ~~The procedure to be followed in such case shall be the same as that set forth in Sections 10.12.130, 10.12.140 and 10.12.150.~~ **The procedure for removal and impoundment of vehicles shall be as provided in this Chapter and the applicable provisions of Sections 22850 to 22855 of the California Vehicle Code.**

Section 6. Section 10.12.230 is hereby added to Chapter 10.12 of Title 10 of the Mendota Municipal Code, and reads as follows:

10.12.230 – Impoundment for violations – Notice to owner

Whenever an officer removes a vehicle from a portion of a public street, alley, or public place pursuant to the authority granted by Section 10.12.170 of this Chapter, the officer must comply with the procedures for removal and impounding of vehicles as provided for in the Mendota Municipal Code and the applicable provisions of Sections 22850 to 22855 of the California Vehicle Code.

A. **Whenever a vehicle is removed pursuant to Section 10.12.170 of this Chapter and the officer knows or is able to ascertain from the registration records in the vehicle or from the registration records of the Department of Motor Vehicles, the name and address of the owner thereof, such officer shall give or cause to be given notice in writing to such registered and legal owners in writing via mailing or personal delivery within forty-eight (48) hours of the removal, excluding weekends and holidays. Such notice shall contain the following information:**

1. **The name, address, and telephone number of the agency providing the notice.**
2. **The location of the place of storage and a description of the vehicle, which shall include, if available, the name or make, the manufacturer, the license plate number, and the mileage.**
3. **The authority and purpose for the removal of the vehicle.**
4. **A statement that the owner has a right to a post-storage hearing and that, in order to receive a post-storage hearing, the registered and/or legal owners, or their agents, shall request the hearing in person,**

writing, or by telephone within ten (10) days of the date appearing on the notice.

- B. Whenever a vehicle is removed pursuant to Section 10.12.170 of this Chapter and the officer does not know or is not able to ascertain from the registration records in the vehicle or from the registration records of the Department of Motor Vehicles, the name and address of the owner thereof, such officer shall give or cause to be given notice in writing to the Department of Justice, Stolen Vehicle System, as outlined in California Vehicle Code section 22853.
- C. In the event any such vehicle is removed and stored in a public garage, a copy of any notice issued pursuant to this Section shall also be given to the proprietor of such garage where the vehicle is stored.

Section 7. Section 10.12.240 is hereby added to Chapter 10.12 of Title 10 of the Mendota Municipal Code, and reads as follows:

10.12.240 – Impoundment for violations – Garage keeper’s lien

Whenever any vehicle has been removed to a garage under the provisions of Section 10.12.170 of this Chapter, the keeper of such garage shall have a lien dependent upon possession for his compensation for towage and for caring for and keeping safe such vehicle for a period not exceeding sixty (60) days or, if an application for an authorization to conduct a lien sale has been filed pursuant to Section 3068.1 of the California Civil Code within thirty (30) days after the removal of the vehicle to the garage, 120 days. If such vehicle is not recovered by the owner within the time periods provided herein or if the owner is unknown, the keeper of such garage may satisfy their lien in the manner provided by the California Vehicle Code and the California Civil Code.

Section 8. Section 10.12.260 is hereby added to Chapter 10.12 of Title 10 of the Mendota Municipal Code, and reads as follows:

10.12.260 – Impoundment for violations – Post-storage hearing

- A. Whenever any vehicle has been removed to a garage under the provisions of Section 10.12.170 of this Chapter, the City shall conduct a post-storage hearing within forty-eight (48) hours of a vehicle’s registered and/or legal owners’, or their agents’, timely request for a hearing, excluding weekends and holidays, based on the Notice issued under Section 10.12.230, above.
- B. Said post-storage hearings shall be conducted in accordance with the Mendota Municipal Code and the applicable provisions of Sections 22850 to 22855 of the California Vehicle Code.

- C. The chief of police, or his or her designee(s), shall conduct the post-storage hearings as the hearing officer so long as they are not the officer or City employee who directed the storage of the vehicle.
- D. Failure of either the registered or legal owner, or their agent, to request or to attend a scheduled hearing under this Section shall satisfy the post-storage hearing requirement under the California Vehicle Code.
- E. The City shall be responsible solely for the costs incurred to tow and store the vehicle if it is determined during the post-storage hearing that reasonable grounds for the storage were not established.
- F. This Section shall not apply to the removal of vehicles under any of the following:
 - 1. Vehicles abated under Chapter 10.16 Abandoned Vehicles of the Mendota Municipal Code.
 - 2. Vehicles removed from private property pursuant to Section 10.12.130 of the Mendota Municipal Code.
 - 3. Vehicles impounded for investigation pursuant to Section 22655 of the California Vehicle Code.

Section 9. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

Section 10. The City Council hereby finds and determines that its adoption of this Ordinance is not subject to environmental review under the Public Resources Code, § 21000 et seq., the California Environmental Quality Act (“CEQA”), because the amendments do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a “project” under CEQA. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., § 15378(a).) Further, the uses permitted as a result of the amendment contained herein may never actually occur and therefore any potential environmental impacts remain wholly speculative. (14 Cal. Code Regs., §15064(d)(3).) Finally, any uses permitted as a result of the amendment contained herein will be subject to environmental review under CEQA prior to the issuance of a conditional use permit.

Section 11. This ordinance shall take effect thirty (30) days after its passage.

Section 12. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

* * * * *

The foregoing ordinance was introduced on the 11th day of April, 2021 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JEFFREY O'NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: PUBLIC HEARING TO CONSIDER ORDINANCE NO. 21-07 REGARDING THE MAXIMUM PERMISSIBLE NUMBER OF CANNABIS DISPENSARIES IN THE CITY
DATE: MAY 11, 2021

ISSUE

Shall the City Council introduce and waive the first reading of Ordinance No. 21-07, amending Mendota Municipal Code Chapter 8.37 to remove the limit on the number of allowable cannabis dispensaries within the City?

BACKGROUND

In addition to the State of California's Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), Mendota Municipal Code (MMC) Chapters 8.37 (Commercial Cannabis Businesses) and 17.99 (Commercial Cannabis Overly District) provide the regulations applicable to non-personal cannabis activities in Mendota. Pursuant to these local regulations, an applicant wishing to undertake commercial cannabis activities must meet certain location criteria, receive approval of a conditional use permit, and enter into a development agreement with the City. Since the enactment of the ordinances, each has been amended on occasion to modify various provisions, remove inconsistencies or conflicts, and streamline processes.

Section 8.37.100 allows up to one (1) dispensary per 20,000 population (or part thereof) within the City. Given the City's current estimated population of 12,514,¹ a maximum of one dispensary could be authorized. However, the definition of "dispense" includes any retail sale, which by extension includes both storefront activities and delivery. The approved project at 1269 Marie Street could conceivably house multiple tenants involved in "dispensing" via delivery, and there is a current proposal for a storefront retail and delivery at 796 Oller Street. The 1/20,000 ratio cannot support the approved and proposed uses.

ANALYSIS

The proposed amendment to Section 8.37.100 would strike the limitation of one dispensary per 20,000 residents and reserve that section for future use. Any future proposal for retail cannabis operations would remain subject to approval of a conditional use permit by the Planning Commission and a development agreement by the City Council, i.e., the City still maintains control over whether these facilities are approved.

ENVIRONMENTAL

¹ The most current estimate from the California Department of Finance, January 1, 2020.

The first step in complying with the California Environmental Quality Act (CEQA) is to determine whether the activity in question constitutes a “project” as defined by CEQA, Public Resources Code Section 21000, et seq. and the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15000, et seq. A “project” consists of the whole of an action (i.e., not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. The second step is to determine whether the project is subject to or exempt from the statute. This proposal qualifies as a project under CEQA because it involves an amendment to the zoning ordinance as described in CEQA Guidelines Section 15378(a)(1).

The proposal does not authorize any particular activity. Approved development was subject to separate CEQA analysis as are projects currently under review. Therefore, staff supports a finding consistent with CEQA Guidelines Section 15061(b)(3). Under this “common sense” rule, if it can be shown with certainty that the project does not have the potential to have a significant effect on the environment, it is not subject to further environmental review.

PUBLIC NOTICE

A notice of public hearing was published in the April 30, 2021 edition of *The Business Journal* and was posted at City Hall.

FISCAL IMPACT

Approximately \$1,500 of staff time for preparation of documents and public noticing. The amendment may result in extensive future revenue via approval and operation of commercial cannabis facilities.

RECOMMENDATION

Staff recommends that the City Council introduces and waives the first reading of Ordinance No. 21-07.

Attachment(s):

Ordinance No. 21-07

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**AN ORDINANCE OF THE COUNCIL
OF THE CITY OF MENDOTA AMENDING
CHAPTER 8.37 OF TITLE 8 OF THE
MENDOTA MUNICIPAL CODE TO REPEAL
THE CANNABIS RETAIL BUSINESS
LICENSE CAP**

ORDINANCE NO. 21-07

WHEREAS, pursuant to the authority granted to the City of Mendota (“City”) by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public health, the public morals, or public safety; and

WHEREAS, in 1996, the voters of the State of California adopted the Compassionate Use Act of 1996 (“CUA”), the intent being to enable persons who are in need of cannabis for medical purposes to be able to obtain and use it without fear of state criminal prosecution under limited, specified circumstances; and

WHEREAS, in 2003, Senate Bill 420, titled the “Medical Marijuana Program Act” (“MMPA”), was enacted to clarify the scope of the CUA and to promulgate rules by which counties and cities can adopt and enforce regulations consistent with its provisions; and

WHEREAS, in 2011, Assembly Bill 2650 was enacted, affirming that counties and cities can under state law adopt ordinances that control and restrict the location and establishment of a medical cannabis cooperative, collective, dispensary, operator, establishment, or provider; and

WHEREAS, in late 2015, the Legislature passed, and the Governor signed, three pieces of legislation, AB 266, AB 243, and SB 643, collectively called the Medical Marijuana Regulation and Safety Act (“MMRSA”), which provides a statewide program for the licensing and regulation of commercial medical cannabis activity, specifically, the operation of medical cannabis dispensaries and the delivery and cultivation of medical cannabis; and

WHEREAS, in November 2016, the voters of the State of California adopted the Adult Use of Marijuana Act (“AUMA”), the intent being to establish a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacturing, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the commercial growth and retail sale of cannabis; and

WHEREAS, in 2012, as amended in 2016 and 2017, the City adopted Chapter 8.36 of the Mendota Municipal Code pertaining to recreational and medical cannabis activities, which banned commercial cannabis cultivation, commercial deliveries of cannabis, and cannabis dispensaries in the City based upon various health, safety, welfare, and land use findings relating to cannabis cultivation, dispensing, and consumption; and

WHEREAS, in 2017, the Legislature passed, and the Governor signed, SB 94 and AB 133, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), integrating the MCRSA and AUMA to create a general framework for the regulation of commercial medicinal and adult-use cannabis in California; and

WHEREAS, on June 11, 2019, the City adopted Ordinance No. 19-06, which amended Chapter 8.36 of the MMC to eliminate the ban on cannabis dispensaries, and added Chapter 8.37 to the MMC, which established regulations for the operation of commercial cannabis businesses, including cannabis dispensaries, referred to therein as commercial cannabis retail businesses; and

WHEREAS, on or about March 13, 2018 the City and Marie Street Development, LLC entered into Development Agreement No. 2018-01 (the “Development Agreement”) to: (i) facilitate the orderly development of the Site in general and specifically to ensure that such development is consistent with Title 17 of the Mendota Municipal Code; (ii) create a physical environment that is consistent with, complements, and promotes the purposes and intent of the Commercial Cannabis Overlay District and the regulations adopted therewith; (iii) protect natural resources from adverse impacts; and (vi) reduce the economic risk of development of the Site to both City and Developer; and

WHEREAS, the Development Agreement authorized development of a cannabis business for the cultivation, manufacturing, distribution, and testing of cannabis and cannabis products (the “Project”) and provided for certain financial considerations; and

WHEREAS, the City subsequently received an application from Left Mendota I, LLC (“Developer”), to augment the Project via the addition of approximately 2.0 acres of greenhouses and to include delivery services for cannabis and cannabis products; and

WHEREAS, pursuant to Government Code section 65867.5, the City found that the provisions of the Amended Development Agreement for the augmented Project are consistent with the City’s General Plan and any applicable Specific Plan; and

WHEREAS, prior to this approval, the City’s Planning Commission found that the proposed development plan met all the requirements under Mendota Municipal Code section 17.84.050; and

WHEREAS, on or about February 9, 2021, the City approved the proposed amendments to Development Agreement No. 2018-01 by adopting City Ordinance No. 21-04; and

WHEREAS, the amendments to Development Agreement 2018-01, which were approved and adopted through City Ordinance No. 21-04, will have a positive impact on the City by generating significant revenues that would support transportation, parks and recreation, law enforcement, and fire protection in the City; and

WHEREAS, the City has determined that placing a numerical limit on cannabis retail businesses is not necessary to promote the health, safety, and welfare of the citizens of the City of Mendota; and

WHEREAS, the repeal of the numerical limitation on cannabis retail businesses affords the City a greater degree of control and oversight concerning the development of the cannabis business community within the City of Mendota.

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

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Section 8.37.100 of Chapter 8.37 of Title 8 of the Mendota Municipal Code is hereby amended to read as follows:

~~**8.37.100 – Limit on number of retail cannabis businesses permitted to operate.**~~

8.37.100 – Reserved

~~A maximum of one cannabis retail business shall be permitted for every twenty thousand (20,000) residents in the city.~~

SECTION 3. The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act, Public Resources Code, Section 21000, *et seq.* (“CEQA”), pursuant to Section 15060(c)(2) of the CEQA Guidelines, on the ground that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15060(c)(3) of the CEQA Guidelines, on the ground that the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under Section 15061(b)(3) of the CEQA Guidelines because it has no potential for causing a significant effect on the environment.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Mendota hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 5. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

SECTION 6. This ordinance shall become effective and in full force at 12:00 midnight on the 31st day following its adoption.

The foregoing ordinance was introduced on the 11th day of May, 2021, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May, 2021, and its corrections are made retroactively effective as of the effective date of Ordinance No. 21-04, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JEFFREY O'NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: PUBLIC HEARING TO CONSIDER ORDINANCE NO. 21-08, REGARDING REMOVAL OF THE PROHIBITION OF CANNABIS DISPENSARIES IN THE COMMERCIAL CANNABIS OVERLAY DISTRICT
DATE: MAY 11, 2021

ISSUE

Shall the City Council introduce and waive the first reading of Ordinance No. 21-08, amending Mendota Municipal Code Chapter 17.99 to remove the prohibition of cannabis dispensaries within the Commercial Cannabis Overlay District?

BACKGROUND

In addition to the State of California's Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), Mendota Municipal Code (MMC) Chapters 8.37 (Commercial Cannabis Businesses) and 17.99 (Commercial Cannabis Overlay District) provide the regulations applicable to non-personal cannabis activities in Mendota. Pursuant to these local regulations, an applicant wishing to undertake commercial cannabis activities must meet certain location criteria, receive approval of a conditional use permit, and enter into a development agreement with the City. Since the enactment of the ordinances, each has been amended on occasion to modify various provisions, remove inconsistencies or conflicts, and streamline processes.

Section 17.99.080, a component of the zoning ordinance, currently prohibits dispensaries within the Commercial Cannabis Overlay District (CCOD). However, the definition of "dispense" includes any retail sale, which by extension includes both storefront activities and delivery. The approved project at 1269 Marie Street could conceivably house multiple tenants involved in "dispensing" via delivery.

PLANNING COMMISSION ACTION

Pursuant to Government Code Section 65854, et seq. and MMC Section 17.08.040(G), the Planning Commission must conduct a public hearing and make a recommendation to the City Council regarding amendments to the zoning ordinance. At a regular meeting on April 20, 2021 the Planning Commission adopted Resolution No. PC 21-01, recommending that the Council approves the proposed changes.

ANALYSIS

The proposed amendment to Section 17.99.080 would simply remove the prohibition of dispensaries in the CCOD, thus allowing the potential for multiple tenants within the 1269 Marie Street project, or other project(s) that may be proposed in the future. The section would be reserved for future use if needed.

ENVIRONMENTAL

The first step in complying with the California Environmental Quality Act (CEQA) is to determine whether the activity in question constitutes a “project” as defined by CEQA, Public Resources Code Section 21000, et seq. and the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15000, et seq. A “project” consists of the whole of an action (i.e., not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. The second step is to determine whether the project is subject to or exempt from the statute. This proposal qualifies as a project under CEQA because it involves an amendment to the zoning ordinance as described in CEQA Guidelines Section 15378(a)(1).

The proposal does not authorize any particular activity. Approved development was subject to separate CEQA analysis as are projects currently under review. Therefore, staff supports a finding consistent with CEQA Guidelines Section 15061(b)(3). Under this “common sense” rule, if it can be shown with certainty that the project does not have the potential to have a significant effect on the environment, it is not subject to further environmental review.

PUBLIC NOTICE

A notice of public hearing was published in the April 30, 2021 edition of *The Business Journal* and was posted at City Hall.

FISCAL IMPACT

Approximately \$1,500 of staff time for preparation of documents and public noticing. The amendment may result in extensive future revenue via approval and operation of commercial cannabis facilities.

RECOMMENDATION

Staff recommends that the City Council introduces and waives the first reading of Ordinance No. 21-08.

Attachment(s):

Ordinance No. 21-08

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**AN ORDINANCE OF THE COUNCIL
OF THE CITY OF MENDOTA AMENDING
CHAPTER 17.99 OF TITLE 17 OF THE
MENDOTA MUNICIPAL CODE TO
REPEAL THE CANNABIS DISPENSARY
BAN IN THE COMMERCIAL CANNABIS
OVERLAY DISTRICT**

ORDINANCE NO. 21-08

WHEREAS, pursuant to the authority granted to the City of Mendota (“City”) by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public health, the public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property lie within the City’s police power; and

WHEREAS, in 1996, the voters of the State of California adopted the Compassionate Use Act of 1996 (“CUA”), the intent being to enable persons who are in need of cannabis for medical purposes to be able to obtain and use it without fear of state criminal prosecution under limited, specified circumstances; and

WHEREAS, in 2003, Senate Bill 420, titled the “Medical Marijuana Program Act” (“MMPA”), was enacted to clarify the scope of the CUA and to promulgate rules by which counties and cities can adopt and enforce regulations consistent with its provisions; and

WHEREAS, in 2011, Assembly Bill 2650 was enacted, affirming that counties and cities can under state law adopt ordinances that control and restrict the location and establishment of a medical cannabis cooperative, collective, dispensary, operator, establishment, or provider; and

WHEREAS, in late 2015, the Legislature passed, and the Governor signed, three pieces of legislation, AB 266, AB 243, and SB 643, collectively called the Medical Marijuana Regulation and Safety Act (“MMRSA”), which provides a statewide program for the licensing and regulation of commercial medical cannabis activity, specifically, the operation of medical cannabis dispensaries and the delivery and cultivation of medical cannabis; and

WHEREAS, in November 2016, the voters of the State of California adopted the Adult Use of Marijuana Act (“AUMA”), the intent being to establish a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacturing, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for

use by adults 21 years and older, and to tax the commercial growth and retail sale of cannabis; and

WHEREAS, in 2012, as amended in 2016 and 2017, the City adopted Chapter 8.36 of the Mendota Municipal Code pertaining to recreational and medical cannabis activities, which banned commercial cannabis cultivation, commercial deliveries of cannabis, and cannabis dispensaries in the City based upon various health, safety, welfare, and land use findings relating to cannabis cultivation, dispensing, and consumption; and

WHEREAS, in 2017, the Legislature passed, and the Governor signed, SB 94 and AB 133, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), integrating the MCRSA and AUMA to create a general framework for the regulation of commercial medicinal and adult-use cannabis in California; and

WHEREAS, in 2017, the City added Chapter 17.99 to the Mendota Municipal Code (“MMC”) establishing the Commercial Cannabis Overlay District (“CCOD”) in order to address a number of health, safety, and welfare concerns associated with cannabis activities, and amended Chapter 8.36 for consistency therewith; and

WHEREAS, on June 11, 2019, the City adopted Ordinance No. 19-06, which amended Chapter 8.36 of the MMC to eliminate the ban on cannabis dispensaries, and added Chapter 8.37 to the MMC, which established regulations for the operation of commercial cannabis businesses, including cannabis dispensaries, referred to therein as commercial cannabis retail businesses; and

WHEREAS, on September 22, 2020, the City adopted Ordinance No. 20-16 to amend Chapter 17.99 of the MMC to further address a number of health, safety, and welfare concerns associated with cannabis activities within the CCOD, and amended Chapter 8.36 for consistency therewith; and

WHEREAS, on September 22, 2020, the City adopted Ordinance No. 20-16 to preserve and promote the public health, safety, and welfare of its citizens, to facilitate the establishment of permitted commercial cannabis businesses within the City while ensuring such businesses do not interfere with other lawful land uses, and to provide new sources of revenue to fund City services; and

WHEREAS, on or about April 20, 2021, the City’s Planning Commission considered and adopted Planning Commission Resolution No. PC 21-01 recommending the City Council adopt further amendments to Chapter 17.99 of Title 17 of the MMC to remove the ban on cannabis dispensaries within the CCOD; and

WHEREAS, the City has determined that further amendments to Chapter 17.99 of Title 17 of the MMC are required to create consistency with the City’s June 11, 2019, adoption of Ordinance No. 19-06; the City’s September 22, 2020, adoption of Ordinance

No. 20-16; to avoid internal conflict within the MMC; and to avoid conflicts as the MMC relates to that certain Development Agreement entered into on or about March 13, 2018, between the City and Marie Street Development, LLC, as amended and augmented by Left Mendota I, LLC, with the adoption of City Ordinance No. 21-04 on or about February 9, 2021; and

WHEREAS, the City has determined that banning cannabis dispensaries in the CCOD is not necessary to promote the health, safety, and welfare of the citizens of the City of Mendota; and

WHEREAS, repealing the limitation on cannabis dispensaries in the CCOD affords the City a greater degree of control and oversight over the development of the cannabis business community within the City of Mendota; and

WHEREAS, the proposed amendments to Chapter 17.99 of Title 17 of the MMC will have a positive impact on the City and its citizens by generating significant revenues that would support transportation, parks and recreation, law enforcement, and fire protection services throughout the City.

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

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Chapter 17.99 of Title 17 of the Mendota Municipal Code is hereby amended to read as follows:

17.99.080 – Prohibited uses. Reserved

~~The following uses shall be prohibited in the Commercial Cannabis Overlay District:~~

~~A. Cannabis dispensaries.~~

SECTION 3. The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act, Public Resources Code, Section 21000, *et seq.* (“CEQA”), pursuant to Section 15060(c)(2) of the CEQA Guidelines, on the ground that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15060(c)(3) of the CEQA Guidelines, on the ground that the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under Section 15061(b)(3) of the CEQA Guidelines because it has no potential for causing a significant effect on the environment.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any

court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Mendota hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 5. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

SECTION 6. This ordinance shall become effective and in full force at 12:00 midnight on the 31st day following its adoption.

* * * * *

The foregoing ordinance was introduced on the 11th day of May, 2021, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May, 2021, and its corrections are made retroactively effective as of the effective date of Ordinance No. 21-04, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JEFFREY O'NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: PUBLIC HEARING TO CONSIDER APPLICATION NO. 20-22, THE ELEMENT 7
COMMERCIAL CANNABIS PROJECT
DATE: MAY 11, 2021

ISSUE

In the matter of Application No. 20-22, shall the City Council introduce and waive the first reading of Ordinance No. 21-09 approving a development agreement with Element 7 Mendota, LLC?

BACKGROUND

In addition to the State of California's Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA), Mendota Municipal Code (MMC) Chapters 8.37 (Commercial Cannabis Businesses) and 17.99 (Commercial Cannabis Overly District) provide the regulations applicable to non-personal cannabis activities in Mendota. Pursuant to these local regulations, an applicant wishing to undertake commercial cannabis activities must meet certain location criteria, receive approval of a conditional use permit, and enter into a development agreement with the City. On October 7, 2020, the Planning Department received an application for a conditional use permit and development agreement to authorize a cannabis dispensary within an existing building at 796 Oller Street.

<u>Owner:</u>	Ramon and Martha Gonzalez
<u>Applicant:</u>	Element 7 Mendota LLC
<u>Location:</u>	796 Oller Street, APN 013-191-18 See attached map and photo
<u>Site Size:</u>	Approximately 22,500 square feet
<u>General Plan:</u>	General Commercial
<u>Zoning:</u>	C-3/EIZ (Central Business and Shopping District/Economic Inventive Zone)
<u>Existing Use:</u>	Restaurant/night club (inactive), nonconforming residential uses
<u>Surrounding Uses:</u>	North – Various commercial uses; C-3/EIZ East – Various commercial uses; C-3/EIZ South – Commercial and residential uses; C-3/EIZ, R-3 West – Residential uses; R-3
<u>Street Access:</u>	Oller Street (State Route 180), alley

The project site currently supports a combination of vacant commercial uses and occupied residences.

PLANNING COMMISSION APPROVALS

On April 20, 2021 the Planning Commission adopted Resolution No. PC 21-02 approving a conditional use permit and Resolution No. PC 21-03 recommending that the City Council enter into a development agreement with Element 7 Mendota, LLC.

ANALYSIS

The project proposes to convert an approximately 2,500-square-foot (SF) area of the main building for use as a cannabis dispensary, to include storefront retail and delivery. The applicant proposes to restripe the existing parking area; staff recommends that at a minimum the accessible area of the parking and circulation area be reconstructed to meet California Building Code requirements and the remainder be sealed prior to restriping.

The facility would operate seven days per week between 8:00am and 10:00pm and would ultimately employ approximately 13-17 people. Element 7 expects to serve approximately 120 customers per day within the storefront component.

Ingress and egress may be via Oller Street (State Route 180) and the abutting alley. The cannabis operation would be completely separated from the residential components of the site.

The development agreement, the draft version of which is attached, is largely a contract document but also contains provisions for site development and use related to project entitlements, operations, and allowable license types, along with discussion of financial considerations. The term of the agreement is 10 years. During that time, the applicant will pay various public benefit fees to the City:

1. Square Footage Payment. An annual payment of \$5.00 per developed square foot of the site (\$12,635 based on 2,527 SF).
2. Flat Rate Payment. An annual payment of \$50,000 made in quarterly installments.
3. Gross Receipts Payment. Three percent (3%) of the yearly gross receipts from the project, estimated to be \$90,000 for the first year based on estimated revenue of \$3 million.

The project would also be subject to local hiring and spending provisions. It would make an annual \$50,000 commitment to the ELEMENT 7 CARES fund to promote local community development. Its representatives would be required to regularly correspond with City officials and Mendota businesses and residents to further mutual causes.

ENVIRONMENTAL

The first step in complying with the California Environmental Quality Act (CEQA) is to determine whether the activity in question constitutes a “project” as defined by CEQA, Public Resources Code Section 21000, et seq. and the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15000, et seq. A “project” consists of the whole of an action (i.e., not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. The second step is to determine whether the project is subject to or exempt from the statute. This proposal qualifies as a project under CEQA because it involves the issuance

to a person of a “lease, permit, license, certificate, or other entitlement for use” as described in CEQA Guidelines Section 15378.

After consideration, since the proposed activities would occur within an existing building and would involve minimal site and building modifications, staff supports a finding of exemption consistent with CEQA Guidelines Section 15301, Existing Facilities.

PUBLIC NOTICE

A notice of public hearing was published in the April 30, 2021 edition of *The Business Journal*, was individually mailed to property owners within 300 feet of the project site, and was posted at City Hall.

FISCAL IMPACT

Review and processing of the planning applications, engineering plans, and building plans are paid for by the applicant. Building fees will be determined when a building permit is issued. Fees are reduced as a result of the site’s location within the Economic Incentive Overlay Zone. Since the use would occupy an existing structure, the project is not responsible for payment of development impact fees. As discussed, the project will be responsible for payment of various public benefit fees, which fees are not subject to the provisions of the EIZ.

RECOMMENDATION

Staff recommends that the City Council introduces and waives the first reading of Ordinance No. 21-09, which would authorize entrance into a development agreement with Element 7 Mendota, LLC.

Attachment(s):

1. Aerial photo
2. Assessor’s Parcel Map
3. Site Plan
4. Ordinance No. 21-09, including development agreement

AERIAL PHOTO

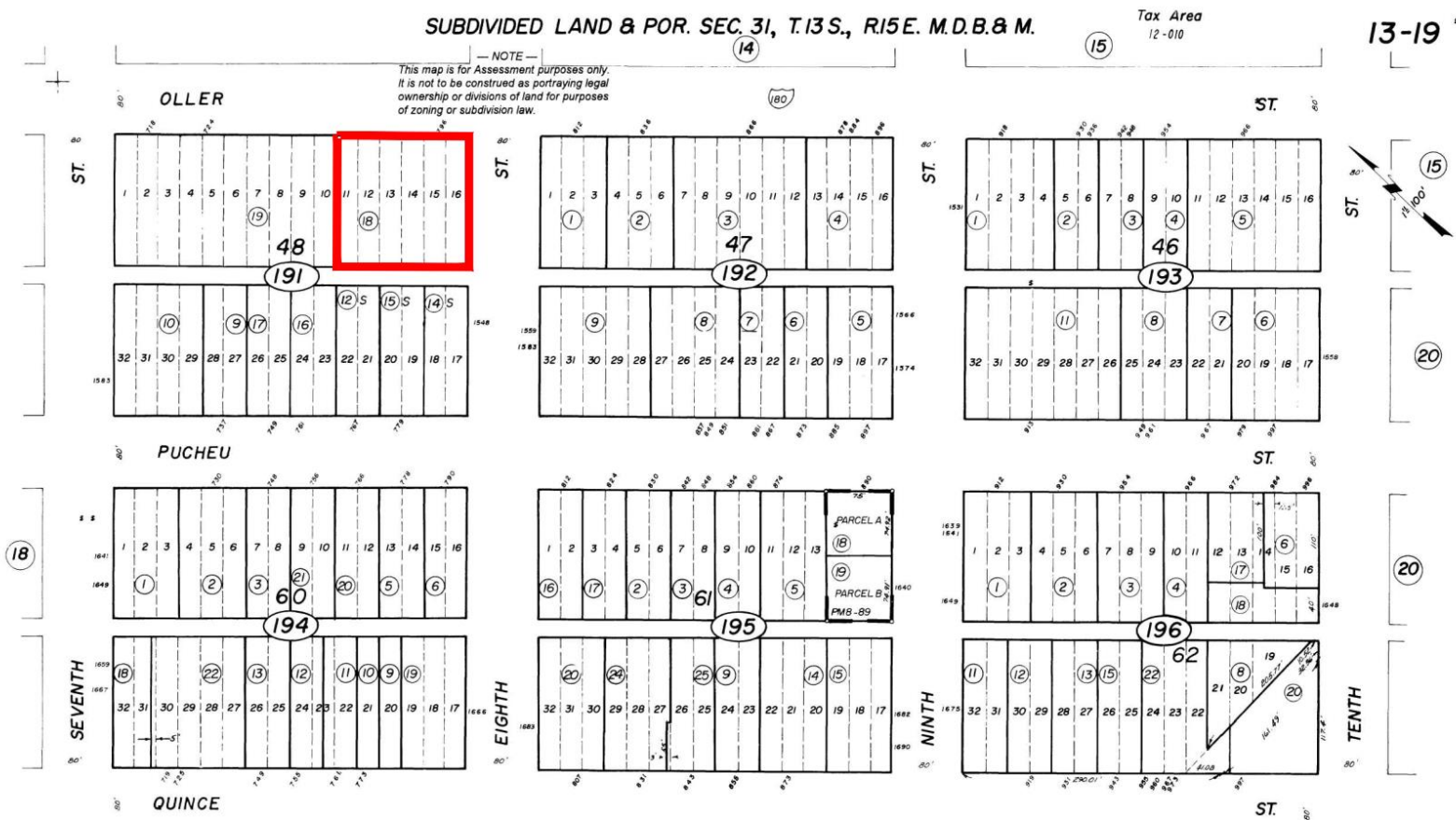


Application No. 20-22
APN 013-191-18

Element 7 Mendota, LLC
796 Oller Street

 Project

ASSESSOR'S PARCEL MAP



SUBDIVIDED LAND & POR. SEC. 31, T.13 S., R.15 E. M.D.B. & M.

Tax Area
12-010

13-19

— NOTE —
This map is for Assessment purposes only.
It is not to be construed as portraying legal
ownership or divisions of land for purposes
of zoning or subdivision law.

Parcel Map — Bk. 8, Pg. 89
Town of Mendota — Misc. 1, Pg. 18

Assessor's Map Bk. 13 — Pg. 19
County of Fresno, Calif.

NOTE — Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles.

Application No. 20-22
APN 013-191-18

Element 7 Mendota, LLC
796 Oller Street

 Project

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**AN ORDINANCE OF THE COUNCIL
OF THE CITY OF MENDOTA APPROVING
A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF MENDOTA AND
ELEMENT 7 MENDOTA, LLC IN THE MATTER
OF APPLICATION NO. 20-22, THE ELEMENT
7 MENDOTA, LLC COMMERCIAL CANNABIS
PROJECT (796 OLLER STREET APN 013-191-18)**

ORDINANCE NO. 21-09

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers; and

WHEREAS, on November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult- Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code sections 65864 et seq. (the "Development Agreement Statute") which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, on September 12, 2017, the City Council of Mendota ("City Council") adopted Ordinance No. 17-13 establishing zoning limitations and requirements for all cannabis businesses, including the proposed cannabis facility to be located on a portion of APN 0136-030-68ST.

WHEREAS, since September 12, 2107, the City Council of the City of Mendota has adopted additional regulations for administration of commercial cannabis operations, which regulations are codified in Chapters 8.37 and 17.99 of the Mendota Municipal Code; and

WHEREAS, the City of Mendota (“City”) has received an application from Element 7 Mendota, LLC (“Developer”), to develop a cannabis business for the retail sale and delivery of cannabis and cannabis products (“the Project”); and

WHEREAS, the City and Developer seek to enter into Development Agreement No. 2021-02 (the “Development Agreement”) to: (i) facilitate the orderly development of the Site in general and specifically to ensure that such development is consistent with Title 17 of the Mendota Municipal Code; (ii) create a physical environment that is consistent with, complements, and promotes the purposes and intent of the Commercial Cannabis Overlay District and the regulations adopted therewith; (iii) protect natural resources from adverse impacts; and (vi) reduce the economic risk of development of the Site to both City and Developer; and

WHEREAS, pursuant to Government Code section 65867.5, the City Council finds that the provisions of the Development Agreement are consistent with the City’s general plan and any applicable specific plan; and

WHEREAS, prior to this approval, the City’s Planning Commission found that the proposed development plan meets all the requirements under Mendota Municipal Code section 17.84.050 by approving Resolutions Nos. PC 21-02 and PC 21-03 on April 20, 2021; and

WHEREAS, the proposed Development Agreement will have a positive impact on the City by generating significant revenues that would support transportation, parks and recreation, law enforcement, and fire protection in the City.

WHEREAS, approval of the project consists of a “lease, permit, license, certificate, or other entitlement for use” and involves an amendment to the General Plan that may have a reasonably foreseeable indirect effect on the environment, and is therefore a “project” pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, et seq. (“CEQA”) and the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, Section 15000, et seq.; and

WHEREAS, as the agency primarily responsible for carrying out or approving said project, the City of Mendota assumes the role of lead agency pursuant to CEQA; and

WHEREAS, the project would occur within an existing structure on a developed site and involves only minor modifications to the building and site.

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

SECTION 1. The project is categorically exempt from CEQA under CEQA Guidelines Section 15301, Existing Facilities.

SECTION 2. Based upon the findings, as referenced in the recitals above, the Development Agreement attached hereto as Exhibit 1 and incorporated herein by reference by and between the City of Mendota, and Element 7 Mendota, LLC, is hereby approved.

SECTION 3. Each and every term and condition of the Development Agreement approved in Section 1 of this Ordinance shall be and is made a part of the Mendota Municipal Code and any appendices thereto. The City Council of the City of Mendota finds that public necessity, public convenience, and general welfare require that any provision of the Mendota Municipal Code or appendices there inconsistent with the provisions of this Development Agreement, to the extent of such inconsistencies and no further, be repealed or modified to make fully effective the provisions of the Development Agreement.

SECTION 4. Any provision of the Mendota Municipal Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Mendota hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 6. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

* * * * *

The foregoing ordinance was introduced on the 11th day of May 2021 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

City of Mendota
643 Quine Street
Mendota, CA 93640
Attn: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on this _____, day of May, 2021, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California ("City"), and **ELEMENT 7 MENDOTA, LLC**, a California limited liability company ("Developer"). City or Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

A. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.

B. On November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use.

C. On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in Commercial Cannabis Activity, as defined in Section 1.4 of this Agreement, may operate in a particular jurisdiction.

D. Developer proposes to improve, develop, and use real property for the operation of Cannabis Businesses that engage in distribution and/or delivery of Cannabis and Cannabis Products, as defined in Section 1.4 of this Agreement, in strict accordance with California

Cannabis Laws, as defined in Section 1.4 of this Agreement, as they may be amended from time to time, and the Municipal Code of the City of Mendota as it existed on the Effective Date (the "Project"). The Project includes approximately 2,315 square feet of floor space for Commercial Cannabis Activity.

E. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864, *et seq.* (the "Development Agreement Statute"), which authorizes the City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application.

F. Developer has submitted a request to the City for consideration of a development agreement.

G. Government Code section 65865 requires an applicant for a development agreement to hold a legal or equitable interest in the real property that is the subject of the development agreement. Developer is the lessee of or has an equitable interest in the real property located at 796 Oller Street, in the City of Mendota, County of Fresno, State of California, Assessor's Parcel Number 013-191-18 (the "Site"), more particularly described in the legal description attached hereto as Exhibit A and the Site Map attached hereto as Exhibit B.

H. On September 12, 2017, the City Council of Mendota ("City Council") adopted Ordinance No. 17-13 establishing zoning limitations and requirements for all cannabis businesses, including the proposed cannabis facility to be located at the Site.

I. On June 11, 2019, the City Council adopted Ordinance No. 19-06, establishing additional requirements for the operation and entitlement of commercial cannabis businesses operating within the City.

J. On October 15, 2019, the City published a request for proposals seeking applicants desiring to enter into a development agreement for the development of a commercial cannabis dispensary within the City. In response to this request for proposals, Developer submitted an application for a development agreement pursuant to the requirements of Chapter 17.99 of the Mendota Municipal Code, and the City Council subsequently directed City staff to engage in negotiations with Developer for the same.

K. On September 8, 2020, the City Council adopted Ordinance No. 20-16, establishing additional requirements for the operation and entitlement of commercial cannabis businesses operating within the City.

L. On February 23, 2021, the City Council adopted Ordinance No. 21-05 providing additional requirements for the operation and entitlement of commercial cannabis businesses operating within the City, made retroactively effective to the effective date of Ordinance No. 20-16.

M. On _____, 2021, the City Council adopted Ordinance No. 21-XX permitting the operation of additional commercial cannabis retailers within the City's territory.

N. Government Code section 65867.5 requires the Planning Commission to hold a public hearing to review an application for a development agreement.

O. On _____, 2021, after a duly noticed and held meeting in accordance with Government Code § 65867, the City's Planning Commission voted to recommend approval of Developer's application for a development agreement for the Project.

P. On _____, 2021, the City Council, in a duly noticed and conducted public hearing, and conducted the first reading of proposed Ordinance No. 21-XX.

Q. Pursuant to Government Code section 65867.5, on _____, 2021, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 21-XX.

K. This Agreement is entered into pursuant to the Development Agreement Statute and the Mendota Municipal Code.

L. City and Developer desire to enter into this Agreement to: (i) facilitate the orderly development of the Site in general and specifically to ensure that such development is consistent with Title 17 of the Mendota Municipal Code; (ii) create a physical environment that is consistent with, complements, and promotes the purposes and intent of the Commercial Cannabis Overlay District and the regulations adopted therewith; (iii) protect natural resources from adverse impacts; and (vi) reduce the economic risk of development of the Site to both City and Developer.

M. The Parties intend through this Agreement to allow Developer to develop and manage the Project in accordance with the terms of this Agreement.

N. The City Council has determined that this Agreement is consistent with City's General Plan and have conducted all necessary proceedings in accordance with City's Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with City's General Plan, including all text and maps in the General Plan.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the

provisions of Articles I through 10 of this Agreement, the provisions of Articles I through 10 shall prevail.

Section 1.3. Exhibits. The following "Exhibits" are attached to and incorporated into this Agreement:

Designation	Description
Exhibit A	Legal Description
Exhibit B	Site Map
Exhibit C	Notice of Non-Performance Penalty
Exhibit D	Notice of Termination
Exhibit E	Assignment and Assumption Agreement
Exhibit F	Developer's "Community Benefits Plan"

Section 1.4. Definitions. In this Agreement, unless the context otherwise requires, the terms below have the following meaning:

- (a) "Additional Insureds" has the meaning set forth in Section 6.1.
- (b) "Additional License" means a state license to operate a cannabis business pursuant to the California Cannabis Laws that is not an Authorized License.
- (c) "Adult-Use Cannabis" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by adults 21 years of age or over in California pursuant to the California Cannabis Laws.
- (d) "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.
- (e) "Application" means the application for a development agreement submitted by Developer to the City.
- (f) "Assignment and Assumption Agreement" has the meaning set forth in Section 10.1.
- (g) "AUMA" means the Adult Use of Marijuana Act (Proposition 64) approved by California voters on November 8, 2016.
- (h) "Authorized License" has the meaning set forth in Section 2.3.
- (i) "Bureau" means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

(j) "California Building Standards Codes" means the California Building Code, as amended from time to time, in Part 2, Volumes I and 2, as part of Title 24 of the California Code of Regulations, as may be adopted by the Mendota Municipal Code.

(k) "California Cannabis Laws" includes AUMA, MAUCRSA and its implementing regulations, CUA, the Medical Marijuana Program Act of 2004, and any other applicable California State laws that may be enacted or approved.

(l) "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code. Cannabis and the term "marijuana" may be used interchangeably.

(m) "Cannabis Business" means a cannabis business operating pursuant to an Authorized License.

(n) "Cannabis Product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

(o) "CEQA" means the California Environmental Quality Act, as set forth in Division 13 (Commencing with Section 21000) of the California Public Resources Code, and the CEQA Guidelines as set forth in Title 14 (Commencing with Section 15000) of the California Code of Regulations.

(p) "City" means the City of Mendota, a municipal corporation having general police powers.

(q) "City Council" means the City Council of the City of Mendota.

(r) "City Manager" means the City Manager of the City of Mendota, or his or her designee.

(s) "Charged Party" has the meaning set forth in Section 8.1.

(t) "Charging Party" has the meaning set forth in Section 8.1.

(u) "Commercial Cannabis Activity" means to cultivate, manufacture, distribute, process, store, package, label, transport, deliver, sell, or test cannabis or cannabis products as

provided for by Division 10 (commencing with Section 26000) of the Business and Professions Code.

(v) "Conditional Use Permit" means a conditional use permit for the Project issued by the City pursuant to Mendota Municipal Code Chapter 17.08.050.

(w) "CUA" means the Compassionate Use Act (Proposition 215) approved by California voters on November 5, 1996.

(x) "Developer" means ELEMENT 7 MENDOTA, LLC, and as further set forth in Section 6.1.

(y) "Development Agreement Statute" has the meaning set forth in Recital E.

(z) "Exhibits" has the meaning set forth in Section 1.3.

(aa) "Gross Receipts" shall mean total revenue received or receivable by the Developer or its assignees from any Commercial Cannabis Activity on the Site or from operation of the Project on the Site, including: all sales, whether conducted at the Site or through the Project; the total amount of compensation received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares, or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other remunerations, however designated. Included in "Gross Receipts" shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

(1) Cash discounts allowed and taken on Commercial Cannabis Activity sale;

(2) Any tax required by law to be included in or added to the purchase price of Commercial Cannabis Activity and collected from the consumer or purchaser;

(3) Such part of the sale price of property returned by purchasers in any Commercial Cannabis Activity upon rescission of a contract of sale as is refunded either in cash or by credit; and

(4) Receipts of refundable deposits in any Commercial Cannabis Activity, except that such deposits when forfeited and taken into income of the business shall not be excluded.

The intent of this definition is to ensure that in calculating the payments required under this Agreement, all sales related to Commercial Cannabis Activity or any other cannabis and cannabis products at the Site or through the Project, including, but not limited to, non-storefront sales and deliveries, are captured. This definition shall be given the broadest possible interpretation consistent with this intent.

(bb) "Local" or "Locally" mean the area within the territory of the City of Mendota, and its neighboring locales within the County of Fresno.

(cc) "Major Amendment" means an amendment that shall have a material effect on the terms of the Agreement. Major Amendments shall require approval by the City Council.

(dd) "Marijuana" has the same meaning as Cannabis and those terms may be used interchangeably.

(ee) "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified as Business and Professions Code section 26000 et seq. and its implementing regulations.

(ff) "MCRSA" has the meaning set forth in Recital A.

(gg) "Ministerial Fee" or "Ministerial Fees" has the meanings set forth in Section 4.1.

(hh) "Minor Amendment" means a clerical amendment to the Agreement that shall not materially affect the terms of the Agreement (e.g., change of notice address) and any amendment described as minor herein.

(ii) "Mortgage" has the meaning set forth in Article 7.

(jj) "Non-Performance Penalty" has the meaning set forth in Section 4.5.

(kk) "Notice of Non-Performance Penalty" has the meaning set forth in Section 4.5.

(ll) "Notice of Termination" has the meaning set forth in Section 9.1.

(mm) "Processing Costs" has the meaning set forth in Section 1.11.

(nn) "Project" has the meaning set forth in Recital D.

(oo) "Project Litigation" has the meaning set forth in Section 10.7.

(pp) "Public Benefit Fees" has the meaning set forth in Section 4.2.

(qq) "Public Benefit Amount" has the meaning set forth in Section 4.2.

(rr) "Site" has the meaning set forth in Recital G.

(ss) "State Cannabis Manufacturing Regulations" means the regulations related to cannabis manufacturing issued by a State Licensing Authority in accordance with Chapter 13 (commencing with Section 26130) of Division 10 of the Business and Professions Code, which may be amended from time to time.

(tt) "State Licensing Authority" means the state agency responsible for the issuance, renewal, or reinstatement of a state cannabis license, or the state agency authorized to take disciplinary action against a business licensed under the California Cannabis Laws.

- (uu) "Subsequent City Approvals" has the meaning set forth in Section 3.1.
- (vv) "Term" has the meaning described in Section 1.7.

Section 1.5. Project is a Private Undertaking. The Parties agree that the Project is a private development and that City has no interest therein, except as authorized in the exercise of its governmental functions. City shall not for any purpose be considered an agent, partner, or joint venturer of Developer or the Project.

Section 1.6. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective (the "Effective Date").

Section 1.7. Term. The "Term" of this Agreement is ten (10) years from the Effective Date, unless terminated or extended as set forth in this Agreement.

(a) **Government Tolling or Termination.** City may provide written notice to Developer to cease all Commercial Cannabis Activity, upon which Developer shall immediately comply, if City is specifically required to comply with federal or state law and such federal or state law requires cessation of Commercial Cannabis Activities. If City temporarily halts this Agreement to comply with federal or state law, this Agreement shall be tolled for an equivalent period of time (the "Tolling Period"). Developer shall not accrue or be liable to City for any Ministerial Fees, Public Benefit Amount, or any other fees contemplated under this Agreement during the Tolling Period. Developer shall resume paying any applicable fees after the Tolling Period ends. City and Developer shall discuss in good faith the termination of this Agreement if the Tolling Period exceeds one (1) calendar year.

(b) **Developer Tolling or Termination.** Developer may not temporarily halt or suspend this Agreement for any purpose without causing a default of this Agreement, except as otherwise allowed by this Agreement.

(c) **Developer Termination.** Developer may provide written notice to City of intent to cease all Commercial Cannabis Activity, if Developer is required, directed, or believes, in its sole and absolute discretion, it must terminate Commercial Cannabis Activity. In such an event, Developer's obligations under this Agreement shall terminate. Any resumption of Commercial Cannabis Activity shall be subject to approval by the City Manager. Notwithstanding anything to the contrary herein, temporary termination of Commercial Cannabis Activities for a period of up to three (3) months to make renovations, repairs, or comply with any applicable laws shall not be considered termination of Commercial Cannabis Activities.

Section 1.8. Priority of Enactment. In the event of conflict between the various land use documents referenced in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (a) General Plan, (b) Agreement, (d) Conditional Use Permit, and (e) Subsequent City Approvals, as defined in Section 3.1 of this Agreement.

Section 1.9. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly

authorizes the City Manager to approve a Minor Amendment to this Agreement, upon notification of the City Council. A Major Amendment to this Agreement shall be approved by the City Council. The City Manager shall, on behalf of City, have sole discretion for City to determine if an amendment is a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

Section 1.10. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against the title of the Site within ten (10) business days of the Effective Date.

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited Five Thousand Five Hundred and Twenty Dollars (\$5,520) with City to pay for the Application, all actual, reasonable fees and expenses incurred by City that are related to the preparation, processing and annual review of this Agreement, including recording fees, publishing fees, staff time, consultant and reasonable attorney fees and costs (collectively, "Processing Costs"). The Processing Costs are refundable solely to the extent of non-expended Processing Costs. Developer shall be entitled to a refund of available Processing Costs only after City determines all financial obligations associated with the Project have been received and paid by City. To the extent Developer's deposit outlined above is insufficient to cover the City's Processing Costs, Developer shall provide City with additional deposits, as necessary, sufficient to reimburse the City's unpaid Processing Costs within thirty (30) days of receiving an invoice from the City.

(a) **Apportionment of Processing Costs.** If the amount deposited for purposes of Processing Costs is insufficient to cover all Processing Costs, City shall provide notice to Developer, and Developer shall deposit with City such additional funds necessary to pay for all Processing Costs within thirty (30) calendar days. The failure to timely pay any such additional amounts requested by City shall be considered a material default of this Agreement and City may immediately terminate this Agreement.

(b) **Accounting.** Developer may request, and City shall issue within a reasonable time, an accounting and written acknowledgement of Processing Costs paid to City.

ARTICLE 2

DEVELOPMENT OF PROPERTY

Section 2.1. Vested Right of Developer. During the Term, in developing the Site consistent with the Project described herein, Developer is assured that the development rights, obligation terms, and conditions specified in this Agreement, including, without limitation, the terms, conditions, and limitations set forth in the Exhibits, are fully vested in Developer and may not be modified or terminated by City except as set forth in this Agreement or with Developer's written consent.

Section 2.2. Vested Right to Develop. In accordance with Section 2.1, Developer shall have the vested right to develop and use the Project consistent with this Agreement, the existing City regulations and codes, the Conditional Use Permit, and Subsequent City Approvals.

Section 2.3. Permitted Uses and Development Standards. Developer shall be authorized to develop, construct, and use the Site for Commercial Cannabis Activity consistent with the following license types and uses associated with said license types (the "Authorized License"):

License Description	State License Type(s)
Non-Storefront Retailer	9
Dispensary; General	10
Dispensary; No More Than Three Retail Sites	10A

Developer or its assignees shall be permitted to use the Site consistent with the Authorized License types for the Term of this Agreement and during the time Developer or its assignees are applying for the Authorized License with the applicable State Licensing Authority. Notwithstanding the foregoing, Developer or each of its assignees is required to apply for and obtain an Authorized License from the applicable State Licensing Authority. If the State Licensing Authority does not grant the Authorized License to Developer or its assignees, Developer or the assignee that was denied a license shall immediately cease Commercial Cannabis Activity on the Site. Developer or its assignees shall also, within ten (10) calendar days of receiving notice from the State Licensing Authority relating to a denial or rejection of a license, notify City of the State Licensing Authority's denial or rejection of any license. If the Authorized License is not granted by the State Licensing Authority, or any such license is revoked, terminated, or suspended, Developer or its assignees shall immediately cease operations at the Site. In this situation, this Agreement shall terminate immediately. For the purposes of clarification, a denial or rejection of Developer's or assignee's Authorized License shall not result in the termination of this agreement provided: (i) other Authorized Licenses have been issued to Developer or its assignees; or (ii) Developer or its assignees are in the process of applying for an Authorized License. The Parties intend for this Agreement and the Conditional Use Permit to serve as the definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to development of the Site and Project.

Section 2.4. Major Amendment to Permitted Uses. Developer may request to add one or more of the license types then authorized by the California Cannabis Laws to the Authorized Licenses. If City Council allows any additional Authorized Licenses ("**Additional Licenses**"), City Council shall make a finding of whether Developer's or its assignees' Additional Licenses will have any additional impact on City neighborhoods, infrastructure, or services. Developer shall be required to compensate City for all additional impacts on City infrastructure or services associated with any Additional Licenses and the Public Benefit Amount shall be revised as mutually agreed by the Parties. This process shall be a Major Amendment to this Agreement.

Section 2.5. Development Permit. Prior to commencing operation of any Commercial Cannabis Activity on the Site, Developer shall obtain a Conditional Use Permit and any applicable Subsequent City Approvals. Developer shall be required to comply with all provisions of the Mendota Municipal Code and any other City rules and administrative guidelines associated with implementation of the Commercial Cannabis Overlay District. Nothing in this Agreement shall be construed as limiting the ability of City to amend the Mendota Municipal Code or issue rules

or administrative guidelines associated with implementation of the Commercial Cannabis Overlay District or Developer's obligation to strictly comply with the same.

Section 2.6. Subsequent Entitlements, Approvals, and Permits. Successful implementation of the Project shall require Developer to obtain additional approvals and permits from City and other local and state agencies. City shall comply with CEQA in the administration of all Subsequent City Approvals. In acting upon any Subsequent City Approvals, City's exercise of discretion and permit authority shall conform to this Agreement. Notwithstanding the foregoing, in the course of taking action on the Subsequent City Approvals, City will exercise discretion in adopting mitigation measures as part of the Conditional Use Permit. The exercise of this discretion is not prohibited by this Agreement, but the exercise of that discretion must be reasonable and consistent with this Agreement. Nothing in this Agreement shall preclude the evaluation of impacts or consideration of mitigation measures or alternatives, as required by CEQA.

Section 2.7. Initiatives and Referenda. If any City ordinance, rule or regulation, or addition to the Mendota Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement, an associated Conditional Use Permit, Subsequent City Approvals, or reduce the development rights or assurances provided to Developer in this Agreement, such Mendota Municipal Code changes shall not be applied to the Site or Project and this Agreement shall remain in full force and effect; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. City shall cooperate with Developer and shall undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms to the fullest extent permitted by state or federal law.

Section 2.8. Regulation by Other Government Entities. Developer acknowledges that City does not have authority or jurisdiction over any other government entities' ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may negatively affect the Project or the ability of City to issue a permit to Developer or comply with the terms of this Agreement. Any moratorium imposed by another government entity, including the State Licensing Authority, on City shall not cause City to be in breach of this Agreement.

Section 2.9. Developer's Right to Rebuild. Developer may renovate portions of the Site any time within the Term of this Agreement consistent with the Mendota Municipal Code. Any such renovation or rebuild shall be subject to all design, building code, and other requirements imposed on the Project by this Agreement.

Section 2.10. Changes in California Building Standards Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time to the California Building Standards Codes.

Section 2.11. Changes Mandated by Federal or State Law. The Site and Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the Mendota Municipal Code, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with the Commercial Cannabis Overlay District. As provided in Section 65869.5 of the Development Agreement Statute, in the

event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the Mendota Municipal Code or this Agreement. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

Section 2.12. Health and Safety Emergencies. In the event that any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible as determined by City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Project. If City determines, in its discretion, that it is not reasonably possible to so address such health and safety emergency, to select that option for addressing the situation which, in City's discretion, minimizes, so far as reasonably possible, the impact on development and use of the Project in accordance with this Agreement, while still addressing such health and safety emergency in a manner acceptable to City.

Section 2.13 Necessary Improvements. Developer shall make the following necessary improvements to the Site prior to conducting business thereon:

(a) The City has determined the current number of “off-street” parking spaces (17) is inadequate because those spaces are shared or used by neighboring apartment buildings. Developer must propose a plan to ensure enough parking spaces to mitigate the number of customers parking on the street as determined by the City’s traffic engineer, in his or her professional judgment.

(b) The City has determined that the egress alleyway, though not part of the parcel, would be inadequate for egress from the Site. Developer must propose a plan to improve the egress alleyway to improve the egress from the Site, which shall be considered for approval by the City’s traffic engineer, in his or her professional judgment.

ARTICLE 3

ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City shall permit the development, construction, and conditionally permitted use contemplated in this Agreement. City agrees to timely grant, pursuant to the terms of this Agreement and the Mendota Municipal Code as it existed on the Effective Date, any Subsequent City Approvals reasonably necessary to complete the goals, objectives, policies, standards, and plans described in this Agreement. The Subsequent City Approvals shall include any applications, permits, and approvals required to complete the improvements necessary to develop the Site, in general accordance with this Agreement ("Subsequent City Approvals"). Nothing herein shall require City to provide Developer with Subsequent City Approvals prior to, or without complying with, all of the requirements in this Agreement, the Mendota Municipal Code as it existed on the Effective Date, and any applicable state law.

Section 3.2. Timely Processing. City shall use its reasonable best efforts to process and approve, within a reasonable time, any Subsequent City Approvals or environmental review requested by Developer during the Term of this Agreement.

Section 3.3. Cooperation between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing all permits or licenses that may be required by City or any other government entity with permitting or licensing jurisdiction over the Project.

Section 3.4. Further Consistent Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion or obligation to hold legally required public hearings. Except as otherwise set forth herein, such discretion and action taken by City shall, however, be consistent with the terms of this Agreement and not prevent, hinder or compromise development or use of the Site as contemplated by the Parties in this Agreement.

ARTICLE 4

PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT

Section 4.1. Processing Fees and Charges. Developer shall pay to City those processing, inspection, plan checking, and monitoring fees and charges required by City which are in force and effect at the time those fees and charges are incurred (including any post-Effective Date increases in such fees and charges) for processing applications and requests for building permits, inspections, other permits, approvals and actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions (each a "Ministerial Fee" and collectively, the "Ministerial Fees").

Section 4.2. Public Benefit.

(a) The Parties acknowledge and agree that this Agreement confers substantial private benefit upon Developer that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City to offset these impacts that is commensurate with the private benefits conferred on Developer (the "Public Benefit").

Fees"). Developer acknowledges that the Public Benefit Fees provided for herein are greater than the annual fee provided for in Mendota Municipal Code section 17.99.070 and, despite this fact, voluntarily agrees to pay the fees acknowledging that the private benefits conferred are of equal or greater consideration to the fees, and waives any right to challenge said fees as a violation of any law. In consideration of the foregoing, Developer shall remit to City the following payments (collectively referred to as the "Public Benefit Amount"):

1. The applicant agrees to pay an annual fee, to be paid on the First (1st) business day of every Third (3rd) month, based on the total square footage of the developed portions of the Site ("Square Footage Payment") in an amount as follows:

A. Five dollars (\$5.00) per square foot of the Site.

2. An annual payment in the greater of the following amounts:

A. Fifty Thousand Dollars (\$50,000) ("Flat Rate Payment"), to be paid in quarterly installments of Twelve Thousand Five Hundred Dollars (\$12,500) on the First (1st) business day of every Third (3rd) month after operations have begun on the Site; or

B. Three percent (3%) of Developer's yearly Gross Receipts ("Gross Receipts Payment") from the Project, to be paid in quarterly installments on the First (1st) business day of every Third (3rd) month after operations have begun on the Site, to be calculated as follows:

1 For Developer's first (1st) year of operation, an estimated Three Million Dollars (\$3,000,000.00) in Gross Receipts equates to Ninety Thousand Dollars (\$90,000.00) annually, paid in the amounts of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) each quarter.

2 Not later than thirty (30) days after the close of each fiscal year, City shall retain and pay a third-party auditing company, the costs of which shall be fully reimbursed to City by Developer, to fully and completely audit Developer's financial records for the preceding year. In the event the preceding years' Gross Receipts were lower than outlined above, any amount overpaid by Developer shall be offset against Developer's next Gross Receipts Payment. In the event the preceding year's Gross Receipts were higher than outlined above, Developer shall pay the difference owed City with Developer's following Gross Receipts Payment. This pattern shall continue for the Term of this Agreement.

(b) Developer shall remit the Square Footage Payment, Flat Rate Payment, and Gross Receipts Payment, as applicable, to City as described in subdivision (a) of this section. Failure to remit the Square Footage Payment, Flat Rate Payment, and/or Gross Receipts Payment, as applicable, is a material breach of this Agreement.

(c) In addition to the Public Benefit Amount, Developer shall also perform to support the following Community Benefit Programs, as more particularly outlined in Exhibit F, to benefit the City and its residents:

1. Developer shall use its best efforts to ensure eighty percent (80%) of its employees are hired from the Local area. Developer agrees to use its best efforts to promote the

hiring and employment of Local residents to construct, if necessary, operate the business within the Project, and provide maintenance and security services to the Project, provided Developer has control over such hiring and employment. As part of such efforts, Developer agrees to include in any lease, license, or other conveyance of any right to use the Project such language that any transferee of such interest shall use its best efforts to hire and employ Local residents for its business;

2. Developer shall use its best efforts to ensure seventy-five percent (75%) of Developer's building, construction, equipment, repairs, and maintenance needs shall be serviced by Local businesses or individuals, with a minimum of Three Hundred Thousand Dollars (\$300,000.00) spent Locally during the first (1st) year of operations at the Site and, following the first (1st) year of operations at the Site, Three Thousand Dollars (\$3,000.00) spent Locally per month for the remainder of the Term of this Agreement;

3. After Developer obtains a business license from the City, Developer shall commit Fifty Thousand Dollars (\$50,000.00) annually to the ELEMENT 7 CARES program for the purpose of actively building and creating facilities that contribute towards Local community development;

4. Developer shall develop and implement Local outreach and education efforts to build good will within the City, as more particularly described in Exhibit F, including, but not limited to:

A. Designating one of Developer's Senior Managers as its Community Relations Officer;

B. During Developer's first (1st) year of operations at the Site, the Senior Manager designated as Developer's Community Relations Officer shall attend quarterly meetings with the City to discuss costs, benefits, and other community issues;

C. Developer's representatives personally visiting each business in a five hundred (500) foot radius of the Site within twenty-one (21) days of being awarded a conditional use permit for the Project;

D. Creating and utilizing an email database of all businesses within a five hundred (500) foot radius of the Site and sending them a bi-annual email offering news of the cannabis industry and Developer's business, asking for proactive feedback on better business and community relations, and providing the name and phone number of Developer's Community Relations Manager;

E. Inviting Local businesses to attend a Business Feedback and Community Management Forum twice (2) each year, which will be hosted at a suitable venue in the proximate Local area. Additionally, City residents within five hundred (500) feet of Element 7 shall also be invited to attend these forums and receive Developer's Community Relations Officer's contact information; and

F. Creating a dedicated email address for priority feedback regarding Developer's operations and circulating that email address to each business in the five hundred

(500) foot radius of the Site within twenty-one (21) days of being awarded a conditional use permit.

5. Developer shall create and implement Local community educational outreach events and partnerships with non-profit organizations, municipal agencies, and neighborhood groups centered on the medicinal qualities of cannabis to be held quarterly each year for the entirety of the Term of this Agreement;

6. Developer shall create and implement a Staff Volunteer Program, wherein its full-time employees shall be required to commit at least ten (10) hours quarterly to a Local cause or charity;

7. Developer shall create and implement a Medical Cannabis Discount Program, wherein Developer shall provide assistance to seniors, retired veterans, HIV and AIDS patients, children diagnosed with autism, epileptics, terminally ill patients, low-income customers on government assistance, and the like, with access to discounted medical cannabis;

8. Developer shall create and implement the E7 ONE program, wherein Developer shall create a Social Equity and Local Enterprise Board to oversee the development and implementation of Developer's social equity policies and practices. This Social Equity and Local Enterprise Board shall, at least once (1) per year, produce a report that assesses workplace demographics and other program performance indicators for use in achieving the E7 ONE program's specified goals and social equity outcomes. Where the Social Equity and Local Enterprise Board's analysis indicates persons from underrepresented or disadvantaged populations are not sufficiently represented in Developer's workforce, the Social Equity and Local Enterprise Board shall develop new strategies to fulfill Developer's commitments to diversity and inclusivity; and

9. Developer shall, at least annually, host Expungement Clinics in partnership with the Fresno County Public Defender's Office and/or the National Diversity and Inclusion Cannabis Alliance to provide Local residents with minor drug-related criminal records to obtain free legal support in seeking expungement of said minor offenses from their criminal records.

(d) Developer shall prepare a written report explaining the progress of each of the Community Benefit Programs to be delivered to the City Council within sixty (60) days of the conclusion of each fiscal year. Said written report shall include financial records relating to any Community Benefit Program endeavor that required a certain sum of money to be spent. Said financial records shall be included in the annual third-party audit provided for in Section 4.2(a)(2)(B)(2), above.

(e) In the event Developer fails to develop, implement, create, or otherwise continue any of the Community Benefit Programs outlined in Section 4.2(c), above, upon which City has relied in good faith in extending this Agreement, Developer shall be found to be in breach of this Agreement and City may exercise any right contained in the Agreement to remedy the breach.

Section 4.3. Reporting. Developer shall provide City with copies of Authorized Licenses issued by a State Licensing Authority to Developer or its assignees within forty-five (45) calendar days

of issuance of such license to any assignee and each annual renewal thereafter (“State Licenses”). Developer shall also provide City with a written report documenting Developer’s performance of its duties in accordance with Section 4.2(c)(1) of this Agreement within thirty (30) calendar days of each anniversary of the Effective Date of this Agreement (“Local Workforce Report”). Failure or refusal of Developer to pay the Public Benefit Amount shall constitute full and sufficient grounds for the revocation or suspension of the Conditional Use Permit. Notwithstanding anything to the contrary herein, failure to provide copies of State Licenses or Local Workforce Report within the applicable time period shall not amount to a material default of this Agreement and shall not constitute grounds for the revocation or suspension of the Conditional Use Permit.

Section 4.4. Records. Subsequent assignees shall keep records of all Commercial Cannabis Activity in accordance with Chapter 16 (commencing with Section 26160) of Division 10 of the Business and Professions Code. All records required by this Article 4 shall be maintained and made available for City's examination and duplication (physical or electronic) upon the City Manager’s request at the Site or at an alternate facility as approved in writing by the City Manager or his or her designee. Upon request, Developer shall make all records relating to this Article 4 available to City within three (3) business days.

Section 4.5. Penalty. Developer acknowledges that to ensure proper compliance with the terms of this Agreement and any applicable laws, City must engage in costly compliance review, inspections, and, if necessary, enforcement actions to protect the health, safety, and welfare of its residents. Penalty and interest provisions are necessary to assist City in compliance review and enforcement actions. If Developer fails to make any payment when due as required by this Agreement, including the Public Benefit Amount, and fails to cure such failure within the allotted Cure Period, Extended Cure Period, or any extension thereof mutually agreed upon by the Parties in writing, the City may impose a "Non-Performance Penalty." A Non-Performance Penalty of one percent (1%) shall be applied to all past due payments. City shall deliver to Developer a "Notice of Non-Performance Penalty," attached hereto as Exhibit C. Payment of the Non-Performance Penalty shall be in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice of Non-Performance Penalty.

Section 4.6. Interest on Unpaid Non-Performance Penalty. If Developer fails to pay the Non-Performance Penalty after City has delivered the Notice of Non-Performance Penalty, then, in addition to the principal amount of the Non-Performance Penalty, Developer shall pay City interest at the rate of eighteen percent (18%) per annum, computed on the principal amount of the Non-Performance Penalty, from a date fifteen (15) calendar days following delivery of the Notice of Non-Performance Penalty.

Section 4.7. Exempt from City Tax. For the Term of this Agreement and except as otherwise provided herein, Developer shall be exempt from any City tax on commercial cannabis businesses. Notwithstanding the foregoing, Developer and Project shall be subject to any and all taxes, assessments, or similar charges or fees of general applicability enacted by the federal government, state government, or County of Fresno, including any tax applicable to an area greater than the City limits to which City may be a party (i.e., county tax sharing agreement). In the event that the City applies a new tax on commercial cannabis businesses, the City shall refund or credit the amount owed as Public Benefit Amount by an equal amount up to the amount of Public Benefit Amount owed to the Developer and any assuming owner proportional to the percentage ownership

share of the gross land area of the Site. For the purposes of clarification, other than the Public Benefit Amount, the Processing Fees, and any other fees contemplated pursuant to this Agreement, Developer shall be exempt from any and all City taxes and fees relating to commercial cannabis activity and commercial cannabis businesses passed following the execution of this Agreement.

Section 4.8. Manner of Payment. All payments required to be made to City pursuant to this Agreement shall be paid by Developer via check, ACH payment, or wire transfer through a bank licensed and in good standing with all appropriate regulatory bodies. No payment required pursuant to this Agreement may be made in cash. Developer understands and agrees that any failure to comply with this Section 4.8 shall constitute a material breach of this Agreement.

Section 4.9. Charitable Donation. Upon the full execution of this Agreement, Developer shall make a one-time donation in the amount of Ten Thousand Dollars (\$10,000) to a charity or program focused on drug education or rehabilitation as selected by the City.

Section 4.10. Site Beautification. Upon the full execution of this Agreement, Developer shall spend Ten Thousand Dollars (\$10,000) to clean up the vacant land portions of the Site and building facades. Developer agrees to use its best efforts to promote the hiring and employment of Local residents to complete this Site beautification work.

ARTICLE 5

PUBLIC FACILITIES, SERVICES, AND UTILITIES

City shall use the Public Benefit Amount to pay for the impact on and maintenance or improvement of City neighborhoods, for the general welfare of the residents of Mendota, and the existing level of service of City infrastructure and services to accommodate for the Project.

ARTICLE 6

INSURANCE AND INDEMNITY

Section 6.1. Insurance. Developer shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Developer" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this Article with carriers that are reasonably satisfactory to City.

(a) **General Liability Insurance.** Developer shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) (or as otherwise approved, in writing, by City) per claim and Two Million Dollars (\$2,000,000) each occurrence. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(b) **Automotive Liability Insurance.** Developer shall maintain business, automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as Additional Insureds by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(c) **Workers' Compensation Insurance.** Developer shall take out and maintain during the Term of this Agreement, workers' compensation insurance for all of Developer's employees employed at or on the Project, and in the case any of the work is subcontracted, Developer shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any damage resulting from failure of Developer, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident shall be maintained.

Section 6.2. Other Insurance Requirements. Developer shall do all of the following:

(a) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this Article, including evidence that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City. Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

(b) Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior the termination of this Agreement.

(c) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the Term or the mutual written termination of this Agreement.

(d) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

Section 6.3. Indemnity. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul an approval concerning the Project, this Agreement, any applicable Conditional Use Permit, or Subsequent City Approvals.

Upon receiving notice of a claim, action, or proceeding, Developer shall assume the defense of the claim, action, or proceeding and the payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action prior to Developer's assumption of such defense. In the event City elects to contract with outside counsel, to provide for such a defense, City shall meet and confer with Developer regarding the selection of counsel, and Developer shall pay all costs related to retention of such counsel. City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, approving counsel to defend City and settlement or other disposition of the matter, provided the City shall not reject any reasonable good faith settlement. If City does reject a reasonable, good faith settlement that is acceptable to Developer, Developer may enter into a settlement of the action, as it relates to Developer, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Section 6.3 applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. The City's remedies are limited to that portion of the Project that is in breach of this Section 6.3.

Section 6.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement and upon receiving proper notice, shall constitute a material breach of this Agreement and of any applicable Conditional Use Permit and Subsequent City Approvals, which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of any applicable Conditional Use Permit. Developer's failure to indemnify City shall be a waiver by Developer of any right to proceed with the Project, or any portion thereof, and a waiver of Developer's right to file a claim, action or proceeding against City or City's Agents based on City's rescission or revocation of any Conditional Use Permit, Subsequent City Approvals, or City's failure to defend any claim, action, or proceeding based on Developer's failure to indemnify City.

Section 6.5. Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer further acknowledges that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed. Developer further acknowledges that, as

an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard. Notwithstanding the foregoing, nothing in this Section 6.5 shall amount to a waiver of Developer's right to exercise any of the administrative remedies available to Developer under applicable law and pursue any and all equitable remedies against the City in the event of the City's breach of this Agreement, including without limitation exercising its right to appeal, filing a Writ of Mandamus, or seeking specific performance.

ARTICLE 7

MORTGAGEE PROTECTION

This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Prior to the Effective Date, Developer shall secure subordination agreements from any person who as recorded a deed of trust or other lien against the Site. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. This Agreement shall immediately be deemed in default and immediately terminate upon the foreclosure or transfer of any interest in the Site or Project, provided such foreclosure or the transfer of interest results in the change of Developer, whether by operation of law or any other method of interest change or transfer, unless the City Manager has authorized such change or transfer in advance, in writing, which authorization shall not be unreasonably withheld.

ARTICLE 8

DEFAULT

Section 8.1. General Provisions.

(a) Subject only to any extensions of time by mutual consent in writing, or as otherwise provided herein, the failure or delay by any Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Subject to Section 8.1(g), any Party alleging a default or breach of this Agreement ("Charging Party") shall give the other Party ("Charged Party") not less than thirty (30) calendar days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured ("Cure Period"). During any such Cure Period, the Charged Party shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.

(b) After expiration of the Cure Period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within thirty (30) calendar days, the Charging Party may, at its option, institute legal proceedings pursuant to this Agreement or give notice of its intent to terminate this Agreement pursuant to Government Code section 65868. In the event City is the Charging Party, City may, in its sole discretion, give notice, as required by law, to the Charged Party of its intent to revoke or rescind any operable Conditional Use Permit related to or concerning the Project.

(c) Prior to the Charging Party giving notice to the Charged Party of its intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review by City in the manner set forth in Government Code sections 65865, 65867, and 65868 or the comparable provisions of the Mendota Municipal Code within thirty (30) calendar days from the expiration of the Cure Period.

(d) Following consideration of the evidence presented and said review before City, and after providing the Charged Party an additional thirty (30) calendar day period to cure, the Charging Party may institute legal proceedings against the Charged Party or may give written notice of termination of this Agreement to the Charged Party.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1, as set forth in Section 8.2. If any Party determines that another Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in Section 8.1(c), said Party may give written notice of termination of this Agreement, specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in sixty (60) calendar days or within such longer period specified in the notice, or the defaulting Party is not diligently pursuing a cure, or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.

(f) In the event Developer is in material default under the terms and conditions of this Agreement, no permit application shall be accepted by City nor will any permit be issued to Developer until the default is cured, or the Agreement is terminated.

(g) In the event that a person or entity other than the Developer is in default, Developer shall use commercially reasonable efforts to bring the person or entity in default into compliance. The City shall provide Developer with notice and opportunity to cure as provided for in paragraph (a) through (e) above, except that the time periods in paragraphs (a), (b), (c) and (e) shall be ninety (90) days ("Extended Cure Period").

Section 8.2. Annual Review. City shall, every twelve (12) months during the Term of this Agreement, review the extent of good faith, substantial compliance of Developer and City with the terms of this Agreement. Such periodic review by City shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. City shall deposit in the mail or email to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning this Agreement or the Project's performance, at least seven (7) calendar days prior to such annual review. Developer shall be entitled to appeal a determination of City or City Manager to the City Council. Any appeal must be filed within ten (10) calendar days of the Developer's receipt of the written decision of City or the City Manager, respectively. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before City, the City Manager, or City Council, as applicable.

Section 8.3. Estoppel Certificates. City shall, with at least twenty (20) calendar days prior written notice, execute, acknowledge, and deliver to Developer, Developer' lender, potential investors, or assignees an Estoppel Certificate in writing which certifies that this Agreement is in full force and

effect, that there are no breaches or defaults under the Agreement, and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

(a) At Developer's option, City's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations, and policies regulating the use and development of the Site or the Project subject to this Agreement.

Section 8.4. Default by City. In the event City does not accept, review, approve, or issue any permits or approvals in a timely fashion, as defined by this Agreement, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Project, and shall constitute grounds for termination or cancellation of this Agreement by Developer.

Section 8.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City or Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms to section 8.1 (c) of this Agreement.

Section 8.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed where mandated by governmental entities other than City including in the event of a pandemic, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon.

ARTICLE 9

TERMINATION

Section 9.1. Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the Term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination in substantial conformance with the "Notice of Termination" attached hereto as Exhibit D, and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

Section 9.2. Effect of Termination on Developer's Obligations. Termination of this Agreement shall eliminate any further obligation of Developer to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Developer to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.3. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement shall

not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.4. Developer Compliance with Amendment In Lieu Of Termination. At the City's election, in the event Developer is in default of this Agreement and is unable to pay monetary amounts due City hereunder to cure said default within the applicable Cure Period, Developer shall comply with City's efforts to amend this Agreement to substitute Developer for another party which intends to take over Developer's future operations of the Project and obligations under this Agreement.

Section 9.5. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.5, Section 2.8, Section 6.3, Section 10.3, Section 10.4, Section 10.5, Section 10.7, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

ARTICLE 10

OTHER GENERAL PROVISIONS

Section 10.1. Assignment and Assumption. Developer shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of Site, or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without the advance written consent of the City Manager, such consent shall not be unreasonably withheld or conditioned. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediately terminate this Agreement as it applies to the assumed property. If the City Manager approves an assignment or transfer of any interest detailed in this Section 10.1, City and Developer shall execute an "Assignment and Assumption Agreement" in the form attached hereto as Exhibit E. Nothing in this Section 10.1 applies to the Developer's capitalization or ownership provisions.

Section 10.2. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of interest in the Site or Project, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law, including California Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Site, and is binding upon Developer.

Section 10.3. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile or email (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile or email transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile or email after 5:00 p.m. on

a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Mendota
643 Quince Street
Mendota, CA 93640
Attention: City Manager

And to: Wanger Jones Helsley PC
265 E. River Park Circle, Suite 310
Fresno, California 93720
Attention: John P. Kinsey, Esq.

If to Developer: ELEMENT 7 MENDOTA, LLC
645 West 9th Street
Unit #110-631
Los Angeles, CA 90015
Attention: Robert M. DiVito, Jr.

And to: ELEMENT 7 LLC
4612 Glencoe Avenue, #4
Marina Del Rey, CA 90292
Attention: Sheila Merchant Esq.

Section 10.4. Governing Law and Binding Arbitration. The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Fresno, California, before one arbitrator. The arbitration shall proceed pursuant to the Comprehensive Arbitration Rules and Proceedings (“Rules”) of the Judicial Arbitration and Mediation Services (“JAMS”). If the Parties cannot agree on an arbitrator within 30 days of the first notice by either Party of the need for arbitration, the arbitrator shall be chosen in accordance with the then current Rules of JAMS. The arbitrator shall apply California substantive law and shall have the power to enforce the rights, remedies, duties, liabilities and

obligations of discovery by the imposition of the same terms, conditions and penalties as can be imposed in like circumstances in a civil action by a court of competent jurisdiction of the State of California. The arbitrator shall have the power to grant all legal and equitable remedies provided by California law and award compensatory damages provided by California law, except that punitive damages shall not be awarded. The arbitration award shall be final and binding upon the Parties and may be enforced through an action thereon brought in the Superior Court for the State of California in Los Angeles County.

Section 10.5. Invalidity of Agreement/Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If -any term or provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any term or provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, any provisions that are not invalid or unenforceable shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement. The Parties expressly agree that each Party is strictly prohibited from failing to perform any and all obligations under this Agreement on the basis that this Agreement is invalid, unenforceable, or illegal. By entering into this Agreement, each Party disclaims any right to tender an affirmative defense in any arbitration or court of competent jurisdiction, that performance under this Agreement is not required because the Agreement is invalid, unenforceable, or illegal.

Section 10.6. Cumulative Remedies. In addition to any other rights or remedies, City and Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the provisions of this Agreement. The prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing or any other provision of this Agreement, in the event of City default under this Agreement, Developer agrees that Developer may not seek, and shall forever waive any right to, monetary damages against City, but excluding therefrom the right to recover any fees or charges paid by Developer in excess of those permitted hereunder.

Section 10.7. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity challenging this Agreement or any associated entitlement, permit, or approval granted by City to Developer for the Project (collectively, "Project Litigation"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation with legal counsel selected by City. Developer will indemnify, hold City harmless from, and defend City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys' fees, and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall pay all litigation fees to City, within thirty (30) days of receiving a written request and accounting of such fees and expenses, from City. Notwithstanding the aforementioned, City may request, and Developer will provide to City within seven (7) days of any such request, a deposit to cover City's reasonably anticipated Project Litigation fees and costs.

Section 10.8. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site is and shall be conclusively deemed to have consented and agreed to every provision

contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

Section 10.9. Statute of Limitations and Laches. City and Developer agree that each Party will undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The Parties agree that section 65009(c)(1)(D) of the California Government Code, which provides for a ninety (90) day statute of limitations to challenge the adoption of this Agreement, is applicable to this Agreement. In addition, any person who may challenge the validity of this Agreement is hereby put on notice that, should the legality or validity of this Agreement be challenged by any third party in litigation, which is filed and served more than ninety (90) days after the execution of this Agreement, City and Developer shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available defenses. This Section in no way limits the right of a Party, claiming that the other Party breached the terms of this Agreement, to bring a claim against the other Party within the four (4) year statute of limitations set forth in Section 337 of the California Civil Code.

Section 10.10. Change in State Regulations. In no event shall Developer operate the Project in violation of the Agreement, or any applicable regulations issued pursuant to the California Cannabis Laws, as may be amended from time to time.

Section 10.11. Standard Terms and Conditions.

(a) **Venue.** Venue for all legal proceedings shall be in the Superior Court of California in and for the County of Fresno.

(b) **Waiver.** A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder, at law or in equity, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(c) **Completeness of Instrument.** This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.

(d) **Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, written, electronic, or oral, between the Parties hereto with respect to the Site and the Project.

(e) **Captions.** The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

(f) **Number and Gender.** In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, and the word "person" includes corporations, partnerships, firms, or associations, wherever the context requires.

(g) **Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

(h) **Term Includes Extensions.** All references to the Term of this Agreement shall include any extensions of such Term.

(i) **Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(j) **Other Documents.** The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(k) **Time is of the Essence.** Time is of the essence in this Agreement in each covenant, term, and condition herein.

(l) **Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

(m) **Document Preparation.** This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

(n) **Advice of Legal Counsel.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.

(o) **Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(p) **Calculation of Time Periods.** Unless expressly stated otherwise, all time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement, as defined above.

“CITY”

“DEVELOPER”

Date: _____, 2021

Date: _____, 2021

CITY OF MENDOTA, CA
a California Municipal Corporation

ELEMENT 7 MENDOTA, LLC, a California
Limited Liability Company

By: Cristian Gonzalez
Its: City Manager

By:
Its:

Attest:

Celeste Cabrera-Garcia
City Clerk

Approved to as Form:

John P. Kinsey
City Attorney

Exhibit A

Legal Description

Exhibit B

Site Map

Exhibit C

Notice of Non-Performance Penalty

Pursuant to Article 4, Section 4.5 of the Development Agreement by and between the City of Mendota (“City”) and ELEMENT 7 MENDOTA, LLC (“Developer”), for the development of real property located at 796 Oller Street, Mendota, California 93640 (“Agreement”), if Developer fails to make any payment required by the Agreement, the City may impose a Non-Performance Penalty of one percent (1%) to all past due payments. Pursuant to the Agreement, City shall deliver a Notice of Non-Performance Penalty (“Notice”) to Developer, and Developer shall pay the Non-Performance Penalty in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice.

City hereby informs Developer that Developer has failed to make payment(s) required by the Agreement. The past due amount is _____. Accordingly, pursuant to Section 4.5 of the Agreement, a penalty of _____ (“Penalty Amount”) is hereby imposed. Please remit payment of the Penalty Amount by _____.

City Manager
City of Mendota

Date _____

Exhibit D

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Mendota
643 Quince St
Mendota, CA 93640
Attn: City Manager

SPACE ABOVE THIS LINE FOR RECORDER’S USE

Recording Fee Exempt per Government Code §6103

Notice of Termination

Pursuant to Article 9, Section 9.1 of the Development Agreement by and between the City of Mendota (“City”) and ELEMENT 7 MENDOTA, LLC (“Developer”) for the development of property located at 796 Oller Street, Mendota, California 93640 (“Agreement”), _____ informs _____ that the Agreement is hereby terminated, in accordance with the terms and conditions as stated therein, pursuant to Article ____, Section ____.

In accordance with Article 9, Section 9.1 of the Agreement, City shall record this Notice of Termination.

Title:
Entity:

Date

Exhibit E

Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, _____, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California (“City”), **ELEMENT 7 MENDOTA, LLC**, a California limited liability company (“Assignor”), and _____, a _____ (“Assignee”). City, Assignor, or Assignee may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. City and Assignor entered into a development agreement, dated _____, 2021, for the development of property located at 796 Oller Street, in the City of Mendota, County of Fresno, State of California, Assessor’s Parcel Number 013-191-18 (“Development Agreement”), attached hereto as Exhibit “1” and incorporated herein by this reference;

B. Pursuant to Article 10, Section 10.1 of the Development Agreement, Assignor may transfer all or part of its rights, title, and/or interests in all or a portion of Site, or Project, as those terms are defined in the Development Agreement, to any person, firm, corporation, or entity during the Term of the Development Agreement only with the advance written consent of the City Manager, who shall not unreasonably withhold or condition such consent;

C. Assignor desires to transfer to Assignee some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement;

D. Assignee desires to assume some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement;

E. The City Manager has agreed to permit Assignor’s transfer of some or all of Assignor’s rights and obligations under the Development Agreement to Assignee, and to Assignee’s assumption of same, subject to the terms and conditions specified in this Agreement;

F. The Parties intend through this Agreement to allow Assignor to transfer, and Assignee to assume, some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement.

G. The City Council has conducted all necessary proceedings in accordance with City’s Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

Section 1. Assignment. Assignor hereby assigns to Assignee (all/some) of Assignor's rights and obligations under the Development Agreement. If Assignor is transferring only some of Assignor's rights and obligations under the Development Agreement, then the specific rights and obligations subject to transfer shall be specified in Exhibit "1," attached hereto and incorporated herein by this reference.

Section 2. Assumption. Assignee hereby accepts and assumes the foregoing transfer or assignment of (all/some) of Assignor's rights and obligations under the Development Agreement.

Section 3. Consent. In accordance with Article 10, Section 10.1 of the Development Agreement, the City Manager hereby consents to Assignor's transfer of, and Assignee's assumption of, Assignor's rights and obligations under the Development Agreement, as specified herein, subject to any reasonable terms and conditions the City Manager may require, as set forth in Exhibit "2," attached hereto and incorporated herein.

Section 4. Conditions of Assignment. The Parties hereby agree to abide by the terms or conditions of assignment, if any, set forth in Exhibit 2, and acknowledge that City's consent would not have been provided but for the Parties' agreement to abide by the terms or conditions of assignment.

Section 4. Effective Date. The assignment and assumption of rights and obligations as specified herein shall be effective on _____.

Section 5. Terms of the Development Agreement. The terms of the Development Agreement are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Development Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

Section 6. Inconsistency. In the event of any conflict or inconsistency between the terms of the Development Agreement and the terms of this Agreement, the terms of the Development Agreement shall govern.

Section 7. Further Actions. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other Parties hereto, such further instruments of transfer and assignment and to take such other action as such the other Parties may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

“City”

Date: _____, _____
CITY OF MENDOTA, CA
a California Municipal Corporation

By: Cristian Gonzalez
Its: City Manager

Attest:

City Clerk

Approved to as Form:

John P. Kinsey
City Attorney

“Assignor”

Date: _____, _____
ELEMENT 7 MENDOTA, LLC, a California
Limited Liability Company

By:
Its:

“Assignee”

Date: _____, _____
Name:
Corporate Status:

Title:
Name:

Exhibit 1
(Interest Subject to Transfer)

Exhibit 2
(Conditions of Consent)

Exhibit F

Community Benefit Plan

[PAGES 143-151 OF JULY PRESENTATION]

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JEFFREY O’NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: PUBLIC HEARING TO CONSIDER ORDINANCE NO. 21-10 REGARDING MONITORED PERIMETER SECURITY FENCE SYSTEMS AND ELECTRIFIED SECURITY FENCES
DATE: MAY 11, 2021

ISSUE

Shall the City Council introduce and waive the first reading of Ordinance No. 21-10, amending Mendota Municipal Code Chapter 8.32 regarding monitored perimeter security fence systems and Chapter 15.04 regarding electrified security fences?

BACKGROUND

Boca del Rio, LLC intends to apply to the City for a permit to install a remotely monitored electrified fencing system at its cannabis cultivation facility south of the wastewater treatment plant. The City Council recently adopted Ordinance No. 21-06, which removed the prohibition against the use of razor wire at cannabis facilities operating pursuant to City requirements, but electrified fencing remains expressly prohibited under Mendota Municipal Code (MMC) Section 15.04.090(B)(14). MMC Chapter 8.32 addresses alarm systems, including defining different types of alarms, the requirements for their operation, and penalties for violation of the regulations. Incidentally, Chapter 8.32 was enacted prior to the City contracted its law enforcement services through the Fresno County Sheriff, so there are numerous references to that agency.

ANALYSIS

The proposed amendment to Section 8.32.020 would add a definition for “monitored perimeter security fence system” and provide regulations for their installation and operation. References to the “sheriff” would be replaced with “police chief” or “law enforcement personnel” as contextually appropriate. Section 15.04.090 would be amended to remove the general prohibition on electrified fences, while Section 15.04.100 would now specifically prohibit them in residential zones. Section 15.04.110 would allow the City to approve them in M-1 or M-2 zones subject to a conditional use permit, but not where the M-1 or M-2 zone abuts a residential zone. Projects already subject to an approved conditional use permit as of the effective date of the ordinance would not be required to acquire a new CUP or modify the existing CUP solely to accommodate the electrified fencing. A few misspelled words would also be corrected.

Electrified fencing is subject to the provisions of Civil Code Section 835. Among other provisions, fencing must meet the following parameters:

- No more than one impulse per second
- Impulse duration limited to 10 milliseconds
- Installation of prominent warning signs at not more than 30-foot intervals

- Electrified fencing must be located behind a primary fence or barrier

The fencing and monitoring system must be powered by a 12-volt DC commercial battery.

ENVIRONMENTAL

The first step in complying with the California Environmental Quality Act (CEQA) is to determine whether the activity in question constitutes a “project” as defined by CEQA, Public Resources Code Section 21000, et seq. and the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15000, et seq. A “project” consists of the whole of an action (i.e., not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. The second step is to determine whether the project is subject to or exempt from the statute. This proposal does not authorize any particular activity. Therefore, staff supports a finding consistent with CEQA Guidelines Section 15061(b)(3). Under this “common sense” rule, if it can be shown with certainty that the project does not have the potential to have a significant effect on the environment, it is not subject to further environmental review.

PUBLIC NOTICE

A notice of public hearing was published in the April 30, 2021 edition of *The Business Journal* and was posted at City Hall.

FISCAL IMPACT

Staff time for preparation of documents and public noticing is paid by the applicant.

RECOMMENDATION

Staff recommends that the City Council introduces and waives the first reading of Ordinance No. 21-10.

Attachment(s):

Ordinance No. 21-10

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**AN ORDINANCE OF THE COUNCIL
OF THE CITY OF MENDOTA AMENDING
CHAPTER 8.32 OF TITLE 8 OF THE
MENDOTA MUNICIPAL CODE REGARDING
ALARM SYSTEMS AND CHAPTER 15.04 OF
TITLE 15 OF THE MENDOTA MUNICIPAL
CODE REGARDING ELECTRIFIED FENCING**

ORDINANCE NO. 21-10

WHEREAS, pursuant to the authority granted to the City of Mendota (“City”) by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public health, the public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property lie within the City’s police power; and

WHEREAS, the City’s existing alarm system definitions and regulations do not account for modern technologies for perimeter sensing and monitoring; and

WHEREAS, MMC Section 15.04.090(B)(14) prohibits the installation and use of electrified fences or enclosures throughout the City; and

WHEREAS, in light of the City’s recent amendments to MMC Chapters 8.37 and 17.99 to permit outdoor cannabis cultivation and other cannabis-related business operations, the use of modern alarm systems and electrified fencing represents a permissible safety precaution to allow for enhanced protection of certain industrial facilities within the City.

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

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Chapter 8.32 of Title 8 of the Mendota Municipal Code is hereby amended to read as follows:

8.32.010 - Findings and purpose.

The city council finds and declares that:

- A. The frequency of falsely activated or defective security alarm systems have resulted in a critical drain upon the services and resources of ~~the sheriff’s personnel assigned to Mendota~~ **law enforcement personnel**; and

- B. The regulation of security alarm systems will improve the optimum use of law enforcement personnel in the detection and prevention of crime in the city, rather than in responding to false and erroneous alarms

8.32.020 – Definitions

The following words used in this chapter shall have the meanings ascribed to them as defined in this section:

"Alarm agent" means a person employed by an alarm company operator whose duties include altering, installing, maintaining, moving, repairing, replacing or servicing an alarm system.

"Alarm company operator" means and includes any business operated for any consideration whatsoever, engaged in the installation, maintenance, alteration or servicing of alarm systems or which responds to alarm systems. "Alarm company operator" does not include a business which only sells from a fixed location or only manufactures alarm systems, unless such business also services, installs, monitors or responds to alarm systems at the protected premises.

"Alarm system" means any assembly of equipment and devices arranged to signal the presence of a hazard and which is intended to evoke a response from law enforcement agencies. The term "alarm system" includes:

1. Audible Alarm System. An "audible alarm system" means an alarm system which emits a sound which can be heard by persons outside the building, structure or facility which is protected by such alarm system.
2. Inaudible or Silent Alarm System. An "inaudible or silent alarm system" means an alarm which transmits a message or signal to another location which is intended to evoke a response from law enforcement agencies.
3. Burglar Alarm System. "Burglar alarm system" means an audible or silent alarm system ~~signalling~~ **signaling** the entry or attempted entry into an area protected by the system.
4. Direct Dial Device Alarm System. A "direct dial device alarm system" means an alarm system used with a device which is connected to a telephone line, and upon activation of the alarm system, automatically dials a predetermined telephone number and transmits a message or signal indicating a need for emergency service.
5. Disturbance Alarm System. "Disturbance alarm system" means an alarm system ~~signalling~~ **signaling** the existence of an act amounting to a breach of the public peace at the time of alarm activation.
6. **Monitored perimeter security fence system. "Monitored perimeter security fence system" means a perimeter alarm system with an assembly of battery-powered equipment, including but not limited to: a monitored alarm device and energizer that is intended to periodically deliver pulses to the security fence, a battery charging device used exclusively to charge the system's battery, and other integrated**

components. The monitored perimeter security fence system transmits a signal intended to summon the business and/or alarm monitoring business in response to an intrusion or burglary.

6. **7.** Proprietary Alarm System. "Proprietary alarm system" means an alarm system sounding or recording alarm and supervisory signals at a control center under the supervision of the proprietor of the protected premises.
7. **8.** Robbery Alarm System. "Robbery alarm system" means an alarm system signalling **signaling** a robbery or attempted robbery in an area protected by the system.

The following are not included within the meaning of "alarm systems," as used in this chapter:

1. Audible alarms affix to motor vehicles, boats, trailers, recreational vehicles, and other mobile units;
2. Alarm systems which do not alert law enforcement agencies or persons outside the protected building, structure or facility; but are designed solely to alert security personnel or others directly connected with or employed by the owner or operator of the protected location;
3. Fire alarm systems.

"Alarm user" means any person who owns, leases, rents or otherwise controls the installation, maintenance or use of an alarm system in any manner in any building, structure or facility wherein an alarm system is maintained within the city.

"False alarm" means the activation of an alarm system by causes other than the commission or attempted commission of an unlawful act which the alarm system was designed to detect. An alarm system activated by an act of nature or by extraordinary circumstances beyond the control of the alarm user, does not constitute a false alarm.

8.32.030 – Registration of alarm agents.

Alarm agents in the city shall register their name and file a copy of their State Identification Card with the ~~county sheriff~~ **police chief**.

8.32.040 – Maintenance of records of alarm companies.

Every alarm company operator or agent performing activities as an alarm company operator or agent within the city shall maintain a complete list of the names and addresses of all persons to whom alarm systems have been sold, or for whom service contracts have been executed, for all sales or contracts made after January 1, 1992. Such records shall be open for inspection during regular business hours to duly authorized **law enforcement** personnel ~~of the sheriff's department~~, for the purpose of enforcement of this chapter. Records shall be maintained for a period of three years from the date of sale or commencement of the service contract.

8.32.050 – Notice responsibilities of alarm users of audible alarms.

Every commercial or residential alarm user who uses an audible alarm system shall post a notice containing the following:

- A. The name and telephone number of an alarm business which has agreed in writing to render repairs or service and to secure the premises during any hour of the day or night that the burglar or other alarm system is activated; or
- B. The names and telephone numbers of at least two persons to respond to the location upon request by **law enforcement personnel** ~~the Sheriff~~. Such notice shall be posted in such a manner and in such a location as to be legible to responding law enforcement personnel.

8.32.060 – Prohibited alarms and use thereof.

The following acts are prohibited with respect to the use of alarm systems, and are unlawful:

- A. For any person to report, by means of activating an alarm system, to **any law enforcement personnel** ~~the sheriff~~, any city officer or employee, or persons contracting with the city to provide emergency services, that an emergency exists, knowing that such report is false. The term "emergency" means any condition which results in or which is likely to result in an immediate response by **law enforcement personnel** ~~the sheriff~~, any city officer or employee, or persons contracting with the city to provide emergency services, such as ambulance services; or any condition which jeopardizes or is likely to jeopardize public safety and results in or is likely to result in the evacuation of any area, building, structure, vehicle or any other place which any individual may enter;
- B. For any person to possess, install, maintain or activate an audible alarm system which, when activated, emits a sound similar to that of an emergency vehicle siren or a civil defense warning system. Possession or activation of such an audible alarm system is declared to a public nuisance and may be abated as provided in Section 8.32.080; or
- C. For any person to utilize or otherwise employ a direct dial device alarm system which automatically dials any telephone number at any **law enforcement** office of ~~the sheriff's department~~.

8.32.070 – Alarms deemed to be public nuisance.

The city council declares and finds that three or more false alarms within a thirty (30) day period, five or more false alarms within a ninety (90) day period or seven or more false alarms within a one hundred eighty (180) day period, whichever occurs earliest, shall constitute a public nuisance and a hazard to the health, safety, public peace and welfare of the residents of the city for the following reasons:

- A. The ability of law enforcement to respond to actual crimes is diminished by false alarms;

- B. Law enforcement personnel and equipment and innocent citizens may be harmed or injured, and run the risk thereof, as the result of law enforcement responding to alarms activated to evoke emergency response from law enforcement personnel; and
- C. Audible alarms disturb the peace and tranquility of urban and suburban neighborhoods.

8.32.080 – Procedure for abatement of alarms deemed to be a public nuisance.

Public nuisances as defined in subsection B of Section 8.32.060 and Section 8.32.070 may be abated as provided in Section 3491 of the Civil Code and Section 731 of the Code of Civil Procedure. In addition, the ~~sheriff~~ **police chief** may summarily abate audible false alarms where:

- A. Immediately necessary to protect the health, safety, public peace and welfare of the residents within the city;
- B. After taking reasonable measures to contact any responsible party to terminate an audible alarm system; or
- C. After the system has continued unabated in excess of one hour or is ascertained to have no automatic shutoff alarm device.

8.32.090 – Procedure for charging the abatement of a public nuisance as a special assessment upon a parcel of land.

The cost of abatement of a public nuisance as defined in this code shall be borne by the person or persons responsible for maintaining the nuisance. The cost may be collected and apportioned by levying a special assessment against the parcel of land of the person or persons maintaining or otherwise responsible for maintaining the public nuisance.

8.32.100 – Enforcement by ~~sheriff~~ **police chief**.

The ~~sheriff~~ **police chief** is designated the chief enforcing officer of this chapter and shall conduct premises inspections as necessary to ~~insure~~ **ensure** compliance with this chapter pursuant to the right of entry for such inspections as specified in Code of Civil Procedure Sections 1822.5 et seq.

8.32.110 – **Monitored perimeter security fence system.**

A. The construction and use of monitored perimeter security fence systems shall be allowed as provided in this section, subject to the following requirements:

- 1. IEC standard. Unless otherwise specified herein, monitored perimeter security fence systems shall be constructed and operated in conformance with the specifications set forth in International Electrotechnical Commission (IEC) Standard No. 60335-2-76, current edition.**

2. Power source. The energizer for monitored perimeter security fence systems must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. The solar panel may be augmented by a commercial trickle charger.

B. Monitoring. The security fence shall interface with a monitored alarm device that enables the monitored perimeter security fence system to transmit a signal intended to summon the business and/or the monitoring service in response to an intrusion or burglary.

1. Perimeter barrier. Monitored perimeter security fence systems shall be installed behind a non-electrified fence or wall.

2. Height. Monitored perimeter security fence systems shall have a maximum height of ten (10) feet, or two (2) feet higher than the perimeter barrier, whichever is higher.

3. Warning signs. Monitored perimeter security fence systems shall be clearly identified with warning signs that read “Warning – Electric Fence” at intervals of not less than thirty (30) feet.

8.32.440~~120~~ – Violation of chapter deemed an infraction.

Any violation of the provisions of this chapter shall constitute an infraction.

SECTION 3: Section 15.04.090 of Chapter 15.04 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.04.090 - Fencing regulations generally.

- A. A permit is required for all new or replacement fence installations. The fee for a fence permit shall be established by resolution of the city council. Application for a fence permit shall include the following:
1. A plot plan indicating the location of any meters, fire hydrants, light pole, or other nearby physical features and how access will be provided or maintained.
 2. Indication of the fence and post material to be used.
 3. If concrete or stone columns will be installed, a stamped engineered plan of the pier and/or column design must be provided.
- B. Fencing is subject to the following standards:
1. Fences shall not be constructed within the public right-of-way.
 2. Any gates shall not swing into the public right-of-way including, but not limited to, sidewalks, alleys, and streets.
 3. Property markers must be exposed for the foundation inspection.
 4. Along a local street, no fence shall be constructed within the twenty-five (25) feet nearest to the intersection of two street rights-of-way, as measured along the property line. Along a collector or arterial street, no fence shall be

constructed within the thirty (30) feet nearest to the intersection of two street rights-of-way, as measured along the property line.

5. Horizontal and vertical support posts are to be inside of the fence area or otherwise hidden from public view. Fences with a shadowbox design shall be considered to hide support posts.
6. No more than two different types of fencing material (wood and chain link or two types of wood) are permitted within the same fence.
7. No fence shall be made of, in whole or in part, cloth, canvas or other like material.
8. Property owners shall be responsible for the maintenance of the fencing on their property, and for removal of any fence if it becomes unsightly or a menace to public safety, health or welfare. For fences constructed along a shared property line, responsibility for the above items shall be shared equally between property owners for the affected section(s) of fencing.
9. Fences shall be maintained in an upright condition perpendicular to the ground.
10. Missing boards, pickets or posts shall be replaced with material of the same type and quality.
11. Fences designed for painting or similar surface finishes shall be maintained in their original condition as designed. All exposed steel, except galvanized metal fences, shall have a colored finished coat applied to them and shall be preserved against rust and corrosion.
12. Fencing around tennis courts and other recreational amenities shall comply in all other respects with the terms of this section, and may be approved with a height of greater than six feet in conjunction with a conditional use permit.
13. Fences for pools shall meet the requirements of this section as well as other building code requirements.
- ~~14. Fences or enclosures charged with electrical current are prohibited.~~
- ~~15-~~14. It shall be the responsibility of the property owner to ~~insure~~ **ensure** that a fence does not block or obstruct the flow of stormwater.
- ~~16-~~15. Replacement of pickets when the overall height of the fence will not be modified shall not require a fence permit.

SECTION 4. Section 15.040.100 of Chapter 15.04 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.04.100 – Same—Residential.

Except as otherwise indicated, the provisions of Section 15.04.090 shall apply. Residential fencing is subject to the following standards:

- A. The maximum height of a fence along a side or rear property line is six feet, subject to Subsection 15.04.090(12).
- B. Fencing within a front yard setback shall not exceed thirty six (36) inches in height and shall be at least fifty (50) percent perforate.
- C. The use of barbed wire or single strand wire is prohibited.

D. Fences or enclosures with electrical current are prohibited.

SECTION 5. Section 15.040.110 of Chapter 15.04 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.04.110 – Same—Other.

Except as otherwise indicated, the provisions of Section 15.04.090 shall apply. Fencing in non-residential districts is subject to the following standards:

- A. Fence height shall not exceed ten (10) feet. Under certain circumstances, a maximum height of less than ten (10) feet may be imposed.
- B. Barbed wire shall be permitted only if the lowest strand is at least six feet above grade, and when used for security purposes in addition to a regular fence.
- C. Barbed wire shall be oriented towards the interior of the property.
- D. The installation or other use of razor wire is prohibited. This subdivision shall not apply to commercial cannabis businesses operating pursuant to Chapters 8.37 and 17.99 of this code.
- E. **The installation or other use of electrified security fencing meeting the requirements of Civil Code section 835 may be allowed in the M-1 and M-2 zone districts subject to a conditional use permit.**
 - 1. **“Electrified security fencing” as used in this chapter shall have the same definition and is subject to the same provisions as “Monitored perimeter security fence system” as described in Section 8.32.020.**
 - 2. **Electrified security fencing shall not be permitted where the subject property in an M-1 or M-2 district abuts any residential district.**
 - 3. **Electrified security fencing is only allowed to be installed with a low voltage permit issued pursuant to the applicable electrical and building codes.**
 - 4. **Prior to installation or use of any electrified security fence, the owner of the property upon which the fence will be installed shall submit a completed application for review to the City. The submission shall include the following:**
 - i. **Application for conditional use permit in accordance with Section 17.08.050(G)(2).**
 - ii. **An accompanying site plan containing the information required pursuant to Section 17.08.090 and including the location of the protective perimeter fence in relation to the electrified security fence.**
 - iii. **Identification of the specific equipment to be used, including supporting documentation from the fencing manufacturer.**

- iv. Projects already subject to an approved conditional use permit as of the effective date of this ordinance shall not be subject to subdivisions (i) or (ii).
- 5. Civil Code section 835. The electrified security fence and perimeter fence shall meet all requirements of Civil Code section 835 as that Code may be amended from time to time.
- 6. OSHA/NRTL Approval. The electrical components and configuration of the electrified security fence shall be approved by an Occupational Safety and Health Act (ASHA) Nationally Recognized Testing Laboratory (NRTL), and written conformation of that approval shall be provided to the City prior to installation.
- 7. Hours of Activation. No electrified security fence may be energized during hours when the property protected by such fencing is open to the public, except when personnel is available onsite to deactivate the fencing.
- 8. Emergency Access.
 - i. A Knox box, key box, or other similar approved device shall be provided as a means to disconnect the electrified security fence. The device shall be located outside the primary entrance of the property and shall not be obscured in any manner from the street/driveway access.
 - ii. In the event that access by the police department and/or fire department is required due to an emergency or urgent circumstance, and the Knox box or similarly approved device is absent or nonfunctioning, police and/or fire department personnel shall be authorized to disable the electrified security fence and gain entry to the property in order to disable the electrified security fence. As a condition of permit issuance, the applicant and property owner shall agree in writing to waive any and all claims for damages relating to such emergency entry to disable the electrified security fence against the City and its personnel under such circumstances.
- 9. Fire department registration. The applicant or owner of the property on which the electrified security fencing will be installed shall submit a completed registration form for the fence to the fire department.
- 10. Indemnification. All applicants issued a permit to install or use an electrified security fence as provided in this section shall agree in writing, in a form approved by the City Attorney, to indemnify, defend, and hold harmless the City of Mendota and its agents, officers, consultants, independent contractors, and employees from any and all claims, actions, proceedings, costs, expenses, losses, damages, obligations, and liabilities related to the electrified security fence, including, but not limited to,

those arising out of any personal injury, including death, or property damage caused by the electrified security fence.

SECTION 6. The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act, Public Resources Code, Section 21000, *et seq.* (“CEQA”), pursuant to Section 15060(c)(2) of the CEQA Guidelines, on the ground that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15060(c)(3) of the CEQA Guidelines, on the ground that the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under Section 15061(b)(3) of the CEQA Guidelines because it has no potential for causing a significant effect on the environment.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Mendota hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 8. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

SECTION 9. This ordinance shall become effective and in full force at 12:00 midnight on the 31st day following its adoption.

* * * * *

The foregoing ordinance was introduced on the 11th day of May 2021, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE OFFICER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: GRANTS UPDATE
DATE: MAY 11, 2021

GRANTS UPDATE

- **County of Fresno, Urban Community Development Block Grant (CDBG) Program** – Staff contacted County of Fresno (County) to get an update on our requested budget to include funding from 2019-2020 and 2020-2021 and they are still in the reviewing process. Our allocation is more than expected but we do not have the exact amount available. Staff is also working with the County to possibly use allocations not being utilized by other participating cities in order to complete the Rojas-Pierce Park Expansion Project.
- **County of Fresno, Urban Community Development Block Grant Program for Eligible Activities to Support Coronavirus and Other Infectious Disease Response** – Staff received final approval to implement the “Mendota Internet Connectivity, Project No. 19741-CV” (MIC). Staff is working with California State University, Fresno’s Office of Community and Economic Development. The program will begin Monday, May 17th. The Office of Community and Economic Development will be assisting with intake of applications.
- **FEMA-4482-DR-CA California Covid-19 Pandemic** – Staff is in the process of submitting for reimbursement.
- **Statewide Park Development and Community Revitalization Program (SPP)** – Staff submitted an application for a new community center, outdoor fitness court and inclusive playground to be located at the Rojas-Pierce Park on Friday, March 12, 2021. The selection process should be late Summer 2021.
- **Wonderful Community Grants** – All (50) rental relief checks were signed and distributed by mail on Saturday, May 1st. We received a total of (172) applications. Letters have been mailed out to all 172 applicants. Staff included the County of Fresno’s rental relief grant program if applicants are interested in such assistance.
- **Urban Flood Protection Grant Program** – Staff had a virtual field inspection on March 24, 2021. This grant funding, if awarded will be provided through Proposition 68. There is no match requirement. This project is the same concept as the Stormwater Improvement Project which has already been awarded. This funding is a better option for the City since there is no match.
- **Stormwater Improvement Project** – The Stormwater Improvement Project has been awarded funding through Prop. 1. This project does have a 5% match. Staff is still working through the process since we are currently going through the competitive process for the Urban Flood Protection Grant Program.

- **Proposition 64 Public Health and Safety Grant Program** – The City has partnered with City of Fresno, The Boys & Girls Club of Fresno County and Fresno Economic Opportunities Commission for the grant proposal submitted to Board of State and Community Corrections (BSCC) on January 29, 2021. The City of Fresno will be the lead applicant. The grant has been awarded. We are waiting for City of Fresno to approve all agreements and memorandums of understanding for participating agencies. The City's budget proposal was for \$452, 509.75 to include (2) Community Resource Officers, (2) Administrative Assistants, (1) K-9, (1) car, and other costs (training, equipment, professional services) Grant period is May 1, 2021 to April 30, 2024.
- **Floodplain Management Services (FPMS)** – Staff has been in discussion with the US Army Corps of Engineers regarding flooding issues in the City. There is a program called Floodplain Management Services that can provide technical services that are 100% federally funded. Under this program, we would be able to have floodplain maps and recommendations on how to reduce the flood risk in Mendota. Staff is coordinating date/time that the US Army Corps of Engineers will be planning a site visit for an assessment.
- **Public Benefit Grant Program:** a "Tropos" truck purchased with grant funding from San Joaquin Valley Air Pollution Control District will be delivered on Thursday, May 6th. This grant program is up (5) vehicles purchase up to \$20,000.00. This purchase is number 4 of the 5 applications approved for 2020. The City will be purchasing a utility vehicle since a CNG Ford truck is still in the process of being approved for year 2020 and/or 2021. Staff will be submitting (5) new applications for 2021.
- **Office of Traffic Safety:** Staff submitted reimbursement request for the emergency extrication equipment purchased for Fresno County Fire District. Staff is working on scheduling a presentation from the fire department regarding grant funded equipment.

Attachments:

Grants Spreadsheet

Grant Information

Grant Name	Application Due Date	Award Date	Agency: Federal/State/County/ Private	Pass-thru	Matching	Award Amount	Purpose of Grant	Notes	Comments by Council or Staff
New Alternative Fuel Vehicle Purchase	TBD	TBD	Local	N	N	Up to \$20,000 per vehicle	Purchase (2) electric "Zero" motorcycles for the Police Department and (3) vehicles for Public Works & Public Utilities		
Statewide Park Development and Community Revitalization Program (SPP)	3/12/2021	August/September	State	N	N	Maximum \$8,500,000	1) Community Center - Rojas-Pierce Park; 2) Fitness Court - Veterans Park; 3) Renovation - Pool Park		
Proposition 64 Public Health and Safety Grant Program	1/29/2021	5/1/2021	State	N	N	\$452,509.75	(2) Community Resource Officers, (2) Administrative Assistants, (1) K-9, (1) vehicle	Partnership with City of Fresno (Lead Applicant), Fresno EOC, The Boys & Girls Clubs of Fresno County	
Good Neighbor Citizenship Company Grants	10/31/2020	4/30/2021	Private	N	N	\$ 198,825.00	Pocket Park at Bass Avenue and I Street		
CARES County of Fresno	10/1/2020	12/31/2020	County	N	N	\$ 229,732.87	COVID-19 relief funds; Non-profit organizations; Message Trailers; Overtime		
Coronavirus Relief Funds (CRF)	10/1/2020	TBD	State	N	N	\$ 154,512.00	Expenditures incurred for COVID-19 - Use funds for Police Department MDT's		
FEMA-4482-DR-CA	TBD	TBD	State	N	Y	TBD	Expenditures incurred for COVID-19	25% match	
CDGB -Coronavirus and Other	TBD	7/1/2020	County	N	N	\$ 104,796.00	Fire Department Equipment & Broadband Assistance for Mendota Residents		
Wonderful Community Grants	8/31/2020	9/15/2020	Private	N	N	\$ 50,000.00	COVID-19 relief funds	Mendota Community Corporation Administering	
Tobacco Grant Program	8/7/2020	TBD	State	N	N	TBD	Add new tobacco language to our municipal code for enforcement: overtime for educational awareness to local vendors.		
Urban Community Development Block	7/31/2020	7/1/2021	County	N	N	\$ 150,000.00	Phase III Rojas-Pierce Park Expansion Project		
California Aid to Airports Program	7/9/2020	3/31/2021	State	N	N	\$ 10,000.00	Annual credit grant to fund operational costs at the airport		
Community Facilities Grant	7/1/2020	8/1/2020	Federal	N	Y	\$ 50,000.00	Purchase (2) Police Ford Explorers, upfit and equipment. This grant is in conjunction with the New Alternative Fuel Vehicle Purchase Grant.	USDA	
New Alternative Fuel Vehicle Purchase	6/22/2020	10/31/2020	Local	N	N	Up to \$20,000 per vehicle	Purchase (1) Police Ford Explorer and (1) Ford F-250 Truck		
CARES Act Airport Grant	6/18/2020	TBD	Federal	N	N	\$ 1,000.00	Reimburse operational and maintenance expenses or debt service payments for the William Robert Johnston Municipal Airport		
Urban Flood Protection Grant Program	6/15/2020	TBD	State	N	N	\$ 4,500,000.00	Removal and replacement of undersized and critically damaged storm drain from 8th Street southeasterly past 10th Street to an existing ditch.		
COPS Hiring Program	3/11/2020	10/1/2020	Federal	N	Y	\$ 125,000.00	Hire (1) Full-time Police Officer for 3 years.	25% match	
Office of Traffic Safety Grants	1/30/2020	10/1/2020	State	N	N	\$ 81,527.00	DUI Saturations, Traffic Enforcements, Car Seat Installation/Giveaway Event, Emergency Medical Services for the Fire Department	We received 2/3 grants applied. Car Seat Installation was not approved.	
Fresno COG 2019-2020 CMAQ	1/1/2020	5/1/2020	Federal	Y	Y	\$ 458,304.00	Alley Paving Project for 7U & 7U1 (near Unida/Belmont/Derrick) and about 1/3 of the alleys on the eastside.	11.47% match	
SB 2 Planning Grant Program	12/20/2019	6/1/2020	State	N	N	up to \$160,000	Update planning documents and processes of housing approvals/production		
New Alternative Fuel Vehicle Purchase	12/20/2019	6/1/2020	Local	N	N	Up to \$20,000 per vehicle	Purchase (1) Public Works/Utilities Trades Vehicle & (2) Police Explorers Interceptors Vehicles	(2) Police Explorers Vehicles to be paid with funding from USDA	
Beverage Container Recycling City/County Payment Program	12/17/2019	2/28/2020	State	N	N	\$ 5,000.00	Billboard Advertisement and Radio Advertisement to promote beverage container recycling.	If you don't expend the full \$5,000.00, you must repay CalRecycle.	
Automatic Meter Read Construction		10/21/2019	State	N	Y	\$ 3,074,561.00	Install City-wide Automatic Meter Reading Meters	Grant Component \$2,724,912.00	
Access to Historical Records: Archival Projects	10/3/2019	7/1/2020	Federal	N	Y	\$ 95,907.00	Digitize public records and make freely available online		
National Fitness Campaign 2020	8/1/2019	10/1/2020	Private	N	Y	\$ 30,000.00	Outdoor Fitness Court	If the City wishes to pursue this grant, we would need to match \$100,000.00.	
Urban Community Development Block	7/31/2019	7/1/2020	County	N	N	\$ 150,000.00	Phase II Rojas-Pierce Park Expansion Project		
California Aid to Airports Program	7/31/2019	10/31/2019	State	N	N	\$ 10,000.00	Annual credit grant to fund operational costs at the airport		
Urban County Per Capita Grant Program	6/3/2019	2020	State	N	N	\$ 6,969.92	Rojas-Pierce Park Expansion	One-time basis	
Per Capita Grant Program	6/3/2019	2020	State	N	N	\$ 177,952.00	Rojas-Pierce Park Expansion	One-time basis	

Key: Applied for Grants

- In process
- Approved
- Denied
- Closed

Memorandum

To: City Council via Cristian Gonzalez, City Manager

From: Michael Osborn, City Engineer

Subject: City Engineer's Report to City Council

Date: May 7, 2021

Engineering Projects:

1. Rojas Pierce Park:
 - *Working with staff for funding for next Phase & sponsorship opportunities*
2. Bass & Barboza Roundabout:
 - *Project is completed; working with Caltrans for fund reimbursement*
3. Mowry Bridge Replacement Project (MBRP):
 - *New deck to be placed this month*
 - *Completion in July 2021*
4. Well 10 and Water Main Relocation
 - *On hold; working with USBR and BB Limited to reduce costs*
5. Mendota Meter Reading Project
 - *Finalizing construction documents to bid later this month*
 - *Construction to start in summer 2021*
6. Citywide RRXG Improvements:
 - *Began coordination with Railroad*
7. MJHS Safe Routes to School Project:
 - *ATP funds authorized; RFP for design services to be issued this month*
8. Safe Routes to School Master Plan
 - *ATP funds authorized; RFP for report preparation this month*
9. WWTP Ponds 1 & 6
 - *Preparing pond completion report to bring on-line*
10. 2021 Alley Paving Project
 - *Preparing construction documents to pave 3,000 linear feet of alleys*
 - *Alleys to be included are between Belmont & Unida and 3 of the 5 alleys between Marie & Lolita*
 - *Construction to start in early Summer 2021 with \$483,000 of CMAQ funding*

Planning/Development Projects

1. Salomon Multifamily Project at 755 Marie Street
 - *Reviewing initial submission for 15 dwellings*
2. Rojas Pierce Park Annexation
 - *Working with LAFCo and WWD to complete process*
 - *Staff is reviewing GSPs to ensure that the City can comply with WWD requests*
3. CES Mendota
 - *Working with applicant to address potential noise and airport concerns*

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4. Axiom/Valley Ag Holdings
 - *Working with applicant as issues arise during construction*
5. Left Mendota II
 - *Revising conditional use permit and development agreement to add 13 acres of outdoor cultivation to existing Left Mendota I project (former Cannahub)*
 - *Received conditional finding of conformity from the Airport Land Use Commission*
 - *Preparing to finalize and circulate CEQA document*
6. Regional Housing Needs Allocation
 - *Participating in Fresno COG meetings regarding the initial steps of the 6th Cycle Housing Element preparation*

Grant Applications:

1. Mendota Stormwater Improvement Project
 - *EOPCC \$4.2 million*
 - *Prop 68 Urban Flood Protection Grant Program*
 - *Award announcement in June 2021*
 - *Prop 1 Storm Water Grant Program, Round 2*
 - *\$3,822,800 awarded for this project; pending results of Prop 68*
2. Caltrans Sustainable Transportation Planning Grant
 - *Submitted application for funds to prepare Derrick & Oller Corridor Enhancement Plan to improve safety and circulation in these two major corridors*
3. *Application for REAP funding is being recommended for award*

On-going (this month):

1. Representation of the City at FCOG TTC meetings
2. Representation of the City and westside cities at FCOG RTP/SCS roundtable
3. Seeking funding opportunity for lighting study and improvements

Overall P&P Staff engaged (month of April):

- Engineers: 6
- Planners: 3
- Surveyors: 2
- Environmental Specialist: 0
- GIS/CAD Specialists: 4
- Construction Manager: 0
- Project Administrator: 2

Abbreviations:

EOPCC – Engineer's Opinion of Probable Construction Cost
NTP – Notice to Proceed
CUCCAC – California Uniform Construction Cost Accounting Commission
STBG – Surface Transportation Block Grant
CMAQ – Congestion Mitigation and Air Quality (grant)
ATP – Active Transportation Plan (grant)
RFP – Request for Proposal

RFA- Request for Authorization (for grant funding)
FCOG – Fresno Council of Governments
ADA – Americans with Disabilities Act
DBE – Disadvantaged Business Enterprise
TTC – Technical Transportation Committee (through FCOG)
RTP/SCS – Regional Transportation Plan, Sustainable Communities Strategies